

CONTRACTOR AGREEMENT

THIS AGREEMENT, entered into this 20th day of July, 2021, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **G & G BUILDERS, INC.**, a California S corporation, whose address is **4542 CONTRACTORS PLACE, LIVERMORE, CALIFORNIA 94551**, (hereinafter referred to as "Contractor"), in reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. City and Contractor desire to enter into an agreement for construction of GODFREY PARK REC. BLDG. RENOVATIONS, a City of Alameda ARPD Facility, located on Bay Farm Island, in Alameda, at 281 Beach Road., Alameda, CA 94502, in accordance with Plans and Specifications adopted therefor, P.W. No. 02-21-08, filed in the Office of the Public Works Director on June 3, 2021.

C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Contractor desire to enter into an agreement for GODFREY PARK REC. BLDG. RENOVATIONS, upon the terms and conditions herein. (See Exhibit A, BIDDERS PROPOSAL FORM), for reference.)

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The Contractor shall have sixty-five (65) consecutive working days (approx. three (3) months) from the date the work is to commence pursuant to the Notice to Proceed to diligently prosecute the work to completion.

2. SERVICES TO BE PERFORMED:

Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with Specifications, Special Provisions and Plans, which Specifications, Special Provisions and Plans are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein. The Contractor acknowledges that the work plan included in Exhibit "A" (BIDDERS PROPOSAL FORM) is tentative and does not commit the City to request Contractor to perform all tasks included therein.

3. COMPENSATION TO CONTRACTOR:

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit "A" (BIDDERS PROPOSAL FORM) and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City, to be taken from fund CIP#: 9600931.

Payment will be made by the City in the following manner: On the first day of each month, Contractor shall submit a written estimate of the total amount of work done the previous month. However, the City reserves the right to adjust budget within and between tasks. Pricing and accounting of charges are to be according to the bid packet pricing, unless mutually agreed to in writing.

Payment shall be made for 95% of the value of the work completed as determined by the City. The City shall retain 5% of the value of the work as partial security for the completion of the work by Contractor. Retained amounts shall be paid to Contractor within sixty days of acceptance by the City of the project. Payment shall not be construed as acceptance of defective work. No interest will be paid to Contractor on retained funds.

Total compensation for work is \$378,448, with an eleven percent contingency in the amount of \$41,629 for a total not to exceed of \$420,077. Use of contingency shall be at the City's sole discretion for items of work outside the original scope and requires prior written authorization by the City.

Prompt Payment Of Withheld Funds To Subcontractors: The City shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor's performance, or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

4. TIME IS OF THE ESSENCE:

Contractor and City agree that time is of the essence regarding the performance of this Agreement.

It is agreed by the parties to the Agreement that in case all the work called for under the Agreement is not completed before or upon the expiration of the time limit as set forth in

paragraph 1 above, damage will be sustained by the City, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the City the sum of TWO-HUNDRED FIFTY (\$250) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement.

It is further agreed that in case the work called for under the Agreement is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if City decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge the Contractor, his or her heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to the Agreement, and which accrue during the period of such extensions.

The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by an act of God or of the public enemy, acts of the City, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall, within one (1) day from the beginning of such delay, notify the City in writing of the causes of delay. The City shall ascertain the facts and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

5. STANDARD OF CARE:

Contractor agrees to perform the Work in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. INDEPENDENT PARTIES:

Contractor hereby declares that it is engaged as an independent business and it agrees to perform its services as an independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. NON-DISCRIMINATION:

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Contractor or Contractor's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

Contractor certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this paragraph.

Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

In accordance with applicable state and federal law, Contractor shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated state and federal anti-discrimination laws shall constitute a finding by City that Contractor has violated the anti-discrimination provisions of Agreement.

The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

Contractor hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Contractor receiving Federal Financial Assistance. In addition, Contractor shall comply with the Uniform Federal Accessibility Standards, and Contractor, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

Contractor's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(1) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(2) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation

Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(1) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Contractor shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(2) Nondiscrimination on the Basis of Handicap (24 CFR 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(3) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(4) In resolving any conflict between the accessibility standards cited in paragraphs (1), (2) and (3) above, the more stringent standard shall apply.

9. HOLD HARMLESS:

Contractor shall indemnify, defend, and hold harmless City of Alameda, its City Council, boards, commissions, officials, employees, its officers, agents and employees and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Contractor's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Contractor, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Contractor. However, Contractor shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

10. INSURANCE:

On or before the commencement of the terms of this Agreement, Contractor shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C and D. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer

affording coverage shall provide fourteen (14) days' advance written notice to the City of Alameda, "Attention: Risk Manager."

It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to the City Risk Manager and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Contractor shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$2,000,000 each occurrence
	\$3,000,000 aggregate - all other

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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(4) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of	\$2,000,000 each occurrence.
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(5) Builders Risk:

In the amount of	\$1,000,000.
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B. SUBROGATION WAIVER:

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Contractor shall

look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City of Alameda, its City Council, boards, commissions, officials, employees, its officers, agents, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

Contractor shall furnish the following bonds from a bonding company acceptable to the City Risk Manager. Faithful Performance Bond and Labor and Material Bond are only required for work over \$25,000. Therefore, those estimates that are under \$25,000 will not need to budget for the bond premiums and those estimates over \$25,000 will need to be sure to budget for the bond premiums.

The insurance limits required by City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

11. BONDS:

Contractor shall furnish the following bonds from a bonding company acceptable to the City Attorney:

A. Faithful Performance:

A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this contract, and

B. Labor and Materials:

A bond for labor and materials in the amount of 100% of the total contract price.

12. PROHIBITION AGAINST TRANSFERS:

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written

consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from City is obtained, only those people and subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement.

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of City, be issued in the form of a Work Order.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. PERMITS AND LICENSES:

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of services hereunder.

15. REPORTS:

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement shall be the exclusive property of City.

No report, information nor other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by City.

Contractor shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

16. RECORDS:

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Contractor shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to City shall be addressed to City at:

City of Alameda, Public Works Department
950 West Mall Square
Alameda, CA 94501-7575
ATTENTION: Jack Dybas, Project Manager II, Public Works Department
Cell Ph.: (510) 871-0343 email: jdybas@alamedaca.gov

With a copy to:

City of Alameda
Recreation & Parks Department
2263 Santa Clara Avenue
Alameda, CA 94501-4417
ATTENTION: Amy Wooldridge, Director
Ph: (510) 747-7570 email: awooldridge@alamedaca.gov

All notices, demands, requests, or approvals from City to Contractor shall be addressed to Contractor at:

G & G Builders, Inc.
4542 Contractors Place
Livermore, CA 94551
ATTENTION; Gerard Callahan, President
Ph: (925) 570-7606 / Email: gcallahan@ggbuildersinc.com

18. UTILITIES

Contractor shall pay all charges for fuel, gas, water, electricity, telephone services and any other utilities necessary to carry on the operations of Contractor.

19. NUISANCE

Contractor shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

20. SAFETY REQUIREMENT

The Contractor will be solely and completely responsible for conditions of all vehicles owned or operated by Contractor, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Contractor will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

The Contractor shall conform to current and future health officer orders issued by the Alameda County Public Health Department, including but not limited to Health Officer Order 20-10, Appendix B-1, Small Construction Project Safety Protocol, and/or Appendix B-2, Large Construction Project Safety Protocol.

The Contractor will immediately notify the City's Risk Manager within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Contractor will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Contractor's employee(s) involved in the incident; (iii) name and address of Contractor's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

21. HOURS OF OPERATION

Contractor shall be allowed to operate only for the hours of 8:00 a.m. to 5:00 p.m., Monday -Friday unless prior written approval has been secured from City to do otherwise.

22. LAWS TO BE OBSERVED:

Contractor shall comply with all applicable laws, state, federal, and all ordinances, rules and regulations enacted or issued by City. In addition, the Contractor shall keep themselves fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

23. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:

Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at *****efiling.dir.ca.gov/PWCR

No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Prime Contractor is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d).

Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at: *****apps.dir.ca.gov/ecpr/das/altlogin

24. HOURS OF LABOR:

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

The Contractor shall pay to the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of

the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

25. CERTIFIED PAYROLL:

Contractor to strictly abide by the State Dept. of Industrial Relation's Certified Payroll Reporting protocol/requirements.

26. APPRENTICES:

Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him on contracts greater than \$30,000 or 20 working days. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Section 1777.5 requires the Contractor or subcontractor employing workers 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, if they have not previously applied and are covered by the local apprenticeship standards.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Contractor 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; or (2) if the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor's required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

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.

27. LABOR DISCRIMINATION:

No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

28. REGISTRATION OF CONTRACTORS:

Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

29. URBAN RUNOFF MANAGEMENT:

The Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, contractor shall use as little as necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

The Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. In addition to the practices identified in a) the Construction Documents, Pollution Prevention sheet, and b) Spec. Section 01 84 00, Construction Site Controls, such controls include but are not limited to:

- a. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), on site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).
- b. Cover exposed piles of soil or construction material with appropriately anchored and secured plastic sheeting. All construction materials must be stored in containers.
- c. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.
- d. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.
- e. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each workday. Contractor shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Alameda County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars (\$250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code §13385.

30. COMPLIANCE WITH MARSH CRUST ORDINANCE:

Contractor shall perform all excavation work in compliance with the City's Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any excavation work, Contractor shall verify with the Building Official whether the excavation work is subject to the Marsh Crust Ordinance. Contractor shall apply for and obtain permits from Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

31. COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY:

The Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with its Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074, issued by the San Francisco Bay Regional Water Quality Control Board.

- ☐ Contractor shall use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.
- ☐ Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property: (1)
 - a. No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds);
 - b. Physical or mechanical controls (e.g. hand labor, mowing, exclusion);
 - c. Cultural controls (e.g. mulching, disking, alternative vegetation) and good housekeeping (e.g. cleaning desk area);
 - d. Biological controls (e.g., natural enemies or predators);
 - e. Reduced-risk chemical controls (e.g., soaps or oils);
 - f. Other chemical controls.
- ☐ Prior to applying chemical controls the contractor shall complete a checklist for the City's pre-approval that explains why a chemical control is necessary. For annual contracts that require regular application of chemical controls the contractor shall submit one checklist prior to the initiation of the project demonstrating that the hierarchy has been reviewed and no other options exist. (Attached as Exhibit C). Additionally, the contractor shall provide documentation to the City's project manager of the implementation of the IPM techniques hierarchy described in the City's IPM Policy.

- ☐ Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
 - a. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
 - b. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
 - c. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil
 - d. Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered, and the threat of impact to water quality is prevented.
- ☐ Contractor shall sign the Contractor Verification Form (Attached as Exhibit B) indicating the intent to implement the City's IPM Policy, and return a signed copy to the City's project manager.
- ☐ Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide.
- ☐ Contractor shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.

A copy of the City's IPM Policy may be obtained from the City's project manager and is also on file with the City Clerk. *If this agreement pertains to the use of any items listed above, the Contractor will need to fill out and send in the Contractor Verification Form and Contractor Check List.*

32. PURCHASES OF MINED MATERIALS REQUIREMENT:

Contractor shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).

Within five days of award of contract, Contractor shall submit a report to City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: ***.conservation.ca.gov/OMR/ab_3098_list/index.htm. Note that the list changes periodically and should be reviewed accordingly.

33. TERMINATION:

In the event Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement and the City may terminate for cause pursuant to the provisions of Section 13

G of the General Conditions, attached hereto as General Conditions Of The Contract For Construction.

In addition to the foregoing, City shall have the option, at its sole discretion and without cause, of terminating this Agreement for convenience pursuant to the provisions of section 13 H of the General Conditions, attached hereto as General Conditions Of The Contract For Construction. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

34. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

35. PCC SECTION 9204 SUMMARY - CLAIMS SUBMITTED BETWEEN 01-01-2017 AND 01-01-2027.:

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2027 shall be governed by PCC Section 9204 and this section.

The following provisions and procedures shall apply:

A. For the purposes of this section, the term "Claim", "Contractor", "mediation", "Public Entity" "Public works project" and "Subcontractor" shall have the meaning provided for in PCC Section 9204.

B. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with PCC Section 9204. Contractor must include reasonable documentation to support each claim.

C. Upon receipt of a Claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

D. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to PCC Section 9204(d)(1)(C).

E. If the City fails to timely respond to a Claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

F. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

G. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

H. The City reserves all rights and remedies that it has pursuant to the Construction Contract, plans and specification, at law or in equity which are not in conflict with PCC 9204.

This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2027.

36. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

37. ADVERTISEMENT:

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

38. WAIVER:

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

39. INTEGRATED CONTRACT:

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Contractor.

40. INSERTED PROVISIONS:

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

41. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

42. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

43. SIGNATORY:

By signing this Agreement, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

44. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

G & G BUILDERS, INC.:
A California S Corporation



Gerard Callahan
President

CITY OF ALAMEDA:
A Municipal Corporation

Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL:



Lorraine Callahan
Secretary/Treasurer

DocuSigned by:

21DC39E8C019480...
Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

2EF62694D26D48C...
Brian Whitley of Best, Best & Krieger
Special Counsel

BIDDER'S PROPOSAL FORMS**GODFREY PARK REC. BLDG. RENOVATION****Lump Sum BASE BID PROPOSAL** (per the Bidder submitted BASE BID SCHEDULE):

TOTAL BASE BID (numbers):	\$378,448.00
TOTAL BASE BID (words):	Three Hundred Seventy Eight Thousand Four Hundred Forty Eight Dolloars---00/100

AWARD OF CONTRACT. The award of contract, if/when awarded, will be to the responsible bidder who submits the lowest and best **lump sum BASE BID PROPOSAL** and who's PROPOSAL complies with all requirements described herein. The award, if/when made, will be made within sixty (60) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of cost of work to be done. In the event of a delay in funding, the City reserves the right to hold the Bidder to its bid for 90 days from the date the bids are opened.

BID ALTERNATES PROPOSAL: (No Bid Alternates identified at this time.)

1	Remove and replace existing gas-fired furnace w/ a new higher efficiency gas-fired furnace unit.
Bid Alternate #1 Total (numbers):	\$13,658.00
Bid Alternate #1 Total (words):	Thirteen Thousan Six Hundred Fifty Eight Dollars -----00/100

2	Remove and replace approximately 300SF of existing exterior concrete plaza flatwork.
Bid Alternate #2 Total (numbers):	\$23,780.00
Bid Alternate #2 Total (words):	Twenty Three Thousand Seven Hundred Eighty Dollars-----00/100

The City reserves the right to hold the Awarded Contractor to its BID ALTERNATES PROPOSAL for no less than 90 days from the award of Contract. If applicable, bidders must ensure that each bid item (Base Bid or Alternate) is balanced and contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

Name of Bidder G & G Builders, Inc.

Business Address 4542 Contractors Place, Livermore, CA 94551

Place of Residence Pleasanton, Ca 94566

TO THE DIRECTOR OF PUBLIC WORKS OF ALAMEDA:

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporations; that bidder has carefully examined the location of the proposed work, plans and specifications; and bidder proposes and agrees, if this proposal is accepted, that bidder will contract with the City of Alameda to provide all necessary machinery, tools, apparatus, and other means of construction,

and to do all the work and furnish all the materials specified in this contract in the manner and time prescribed, and according to the requirements of the Engineer as therein set forth; and that bidder will take in full payment therefor an amount based on the bids specified herein above for the various items of work.

Amount of Time Required to Commence Work After Receipt of NOTICE TO PROCEED: 5 Days.

BID FORM

This form is to be submitted as a part of the bid by the time and date specified in the first paragraph of the Notice Inviting Bids.

CITY OF ALAMEDA

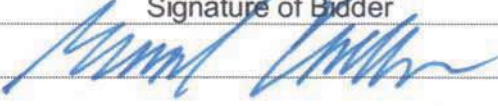
THIS BID IS SUBMITTED BY:

G & G Builders, Inc.

(Firm/Company Name)

Re: GODFREY PARK REC. BLDG. RENOVATIONS.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the CITY OF ALAMEDA ("City") in the form included in the Contract Documents, to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) Days after the day of Bid opening. **Contractor agrees to be bound by its bid for a period of ninety (90) days commencing the day of the bid opening.**
3. In submitting this Bid, Bidder represents:
 - (a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum No.	Addendum Date	Signature of Bidder
1	03/22/21 & 02/26/21	

- (b) Bidder has visited the Site and performed tasks, reviews, examinations, and analysis and given notices, regarding the Project and the Site.

- (c) Bidder has given District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.
4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items must be filled in completely. The **Summary of Work** describes – in general - the scope of work to be performed under this contract. ~~as listed and itemized in the BASE BID SCHEDULE.~~

Total Base Bid Price (in words):

Three Hundred Seventy Eight Thousand Four Hundred Forty Eight Dolloars—00/100

Total Bid Alternate #1 Bid Price (in words): Thirteen Thousan Six Hundred Fifty EightDollars—00/100

Total Bid Alternate #2 Bid Price (in words): Twenty Three Thousand Seven Hundred Eighty Dollars—00/100

5. Subcontractors for work included in all Bid items are listed on the attached Document.
6. The undersigned Bidder understands that the CITY reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in the Contract Documents or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by the Instructions to Bidders within the times specified therein.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Instructions to Bidders, in the amount of ten percent (10%) of the total bid and made payable to "City of Alameda".
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in the General Conditions and to complete all work within the time specified in the Agreement. The undersigned Bidder acknowledges that the CITY has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges City has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.

11. The undersigned Bidder agrees that, in accordance with the General Conditions liquidated damages for failure to complete all Work in the Contract within the time specified shall be as set forth in the Agreement.

12. The names of all persons interested in the foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

NAME OF BIDDER: G & G Builders, inc.

licensed in accordance with the act for the registration of Contractors, and with

License Number: 750759

Expiration: 6/30/2022


Department of Industrial Relations (DIR) No.: 1000013987

Where incorporated, if applicable

Gerard Callahan, President

Principals

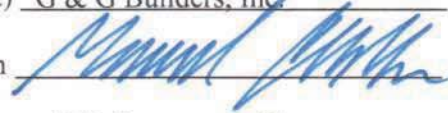
I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Signature of Bidder

The undersigned agrees to execute the contract required in said Specifications, to the satisfaction of the Council of the City of Alameda, with the necessary bonds, if any be required, within ten days, not including Sundays or legal holidays, after receiving notice that the contract has been awarded and is ready for signature; and further agrees that, in case of his default in any of the foregoing provisions, the proceeds of any check which may accompany his bid in lieu of a bid bond shall become the property of the City of Alameda as agreed and liquidated damages.

Firm Name (Please Print) G & G Builders, Inc.

Signature of Person on Behalf of Firm



Business Address 4542 Contractors Place

Livermore, CA

Dated: 6/23/2021

Zip Code 94551

Name	Title	Address
(Of Officers or Partners)		
<u>Gerard Callahan</u>	<u>President</u>	<u>Pleasanton, CA 94566</u>

Incorporated under the laws of the State of California

Contractor's License No. 750759 Expiration Date: 6/30/2022

Department of Industrial Relations (DIR) No.: 1000013987

(The signature above certifies that the foregoing information given on this document is true and correct under penalty of perjury. (Section 7028.15 California Business and Professionals Code.)

PROPOSED SUBCONTRACTOR FORM

The Bidder shall list the name, address, license number and Department of Industrial Relations number of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," for the special provisions.

NAME & LICENSE NO.	BUSINESS ADDRESS	PORTION OF WORK	% OF WORK	*STATUS	DIR NO.
Prime Electrical Service Lic. No. 687681	P.O. Box 1314 Brentwood, CA 94513	Electrical & Fire Alarm	10%	N/A	1000058607
Eladio and Sons Lic. No. 787024	2450 Ridge Wood Circle Fairfield, CA 94534	Taping/Painting	5%	N/A	1000057840
N.V. Heathorn Co. Lic. No. 761659	1980 Olivera Rd., Ste. C Concord, CA 94520	Plumbing / Mechanical HVAC	24%	N/A	1000000195
Bayview Environmental Services, Inc. Lic. No. 684341	6925 San Leandro St. Oakland, CA 94621	Demolition & Remediation	9%	N/A	1000002423
Acosta & Sons, Inc. Lic. No. 622520	P.O. Box 546 Oakdale, CA 95361	Millwork	3%	N/A	1000008067
Majestic Floors, Inc. Lic. No. 452554	5111 Port Chicago Hwy. Concord, CA 94520	VCT Flooring & Rubber Base	2%	N/A	1000027514
Elite Waterproofing & Epoxy Flooring Lic. No. 1067870	2545 W. 10th Street Suite H Antioch, CA 94509	Epoxy Flooring	2%	N/A	1000679666

(This form may be duplicated if necessary to list additional subcontractors)

***STATUS**

M = Minority Owned Business Enterprise
W = Women Owned Business Enterprise
DV = Disabled Veteran (Required for federally funded projects only)

(The bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this proposal)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder G & Builders, Inc., proposed subcontractor, hereby certified that he has X, has not , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all report due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SECURITY FOR COMPENSATION CERTIFICATE


(Required by Paragraph 1861, California Labor Code)

To: City of Alameda

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

G & G Builders, Inc.

Gerard Callahan, President



(Signature of Bidder)

4542 Contractors Place

Livermore, CA 94551

Business Address

IMPORTANT INSTRUCTIONS

1. Any erasure or interlineation may invalidate bid.
2. If corporation is bidder, affix seal of corporation.
3. If bidder is:
 - (a) An individual doing business under his/her own name, sign his/her own name only.
 - (b) An individual using a firm name, sign: Example, "John Doe, an individual doing business as Blank Company."
 - (c) A co-partnership, sign: Example, "Blank Company, by John Doe, President" (or other title).
4. If a firm or co-partnership, give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation; also name of president, secretary and treasurer thereof.
5. If a bid is sent by mail, write the word "**PROPOSAL**" plainly on the envelope.

Bidder's Proposal Form

Contractor Name: G&G Builders Inc.

BIDDER'S BOND FORM

We, G&G Builders Inc., Principle and The Ohio Casualty Insurance Company (Surety) as Principal, and as Surety are bound unto the City of Alameda - Public Works, hereafter referred to as "obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly, and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT: WHEREAS, the Principal is submitted to the Obligee, for Godfrey Park Rec. Bldg. Renovations
(Copy here the exact description of work, including locations as it appears on the proposal)

for which bids are to be opened per Section 1 Proposal and Contract Requirements, Paragraph E, Presenting and Marking of Bid.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Contractor for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all cost incurred by the Obligee in such suite, including a reasonable attorney's fee to be fixed by the court.

The surety; for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.


Dated: June 16, 2021.


G&G Builders, Inc Principal Gerard Callahan, President

The Ohio Casualty Insurance Company

Surety

By:


Steven A. Callaway, Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Alameda

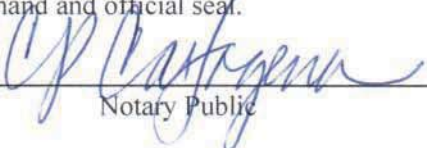
On this 16 day of June in the year **2021** before me Cynthia Cartagena, a Notary Public,
personally appeared Steven Callaway

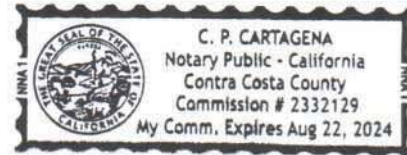
Attorney-in-fact

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197163-986932**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Theresa R. Baner, Steven Callaway, Michelle Stanwood

all of the city of Pleasant Hill state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 22nd day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16 day of June, 2021.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

The City of Alameda

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

1. GENERAL

A. DOCUMENTS

All contract documents complement each other. Requirements called for in one are as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Architect/Engineer and Contractor; (2) CITY and/or its representatives and a subcontractor, sub-sub-contractor or supplier of any Project labor, materials or equipment; or (3) between any persons or entities other than CITY and Contractor. CITY shall be deemed to be an intended third-party beneficiary of each agreement referenced in clause (2) above, and each such agreement shall so provide. (See Division 1 GENERAL REQUIREMENTS, Section 01 11 04 – CONTRACT DOCUMENTS for definition of Contract Documents.)

B. EXERCISE OF CONTRACT RESPONSIBILITIES

In exercising its responsibilities and authorities under Contract Documents, CITY does not assume any duties or responsibilities to any subcontractor or supplier and does not assume any duty of care to Contractor, Contractor's subcontractors or suppliers. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work, labor, materials or equipment under a direct or indirect contract with Contractor. Except as expressly set forth in Contract Documents, in exercising its responsibilities and authorities under Contract Documents, Architect/Engineer does not assume any duties or responsibilities to any subcontractor or supplier and does not assume any duty of care to Contractor, Contractor's subcontractors or suppliers.

2. BIDDING

A. INVESTIGATION PRIOR TO BIDDING

1. Prior to bidding, Bidders must perform the Work, investigations, research and analysis that a reasonable bidder in his field would ascertain from having performed the investigations, research and analysis. Bid prices must include entire cost of all Work "incidental" to completion of the Work.

2. Conditions Shown on Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions indicated in Contract Documents, *e.g.*, on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. CITY warrants, and Contractor may rely on, the accuracy of only limited types of information.
 - a. Above ground and as-built conditions: There is no express or implied warranty and no express or implied representation that any information as to above ground conditions or as-built conditions indicated in Contract Documents is correctly shown, or indicated, or complete. As a condition to bidding, Contractor shall verify by independent investigation information all above ground and as-built conditions. In submitting its Bid, Contractor shall rely on the results of its own independent investigation and shall not rely on CITY-supplied information regarding above ground conditions and as-built conditions.
 - b. Subsurface conditions: Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in Contract Documents. CITY shall not be responsible for (1) the completeness of any subsurface condition information for bidding or construction; (2) Contractor's conclusions or opinions drawn from any subsurface condition information; or (3) subsurface conditions that are not specifically shown. (For example, CITY is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)
3. Conditions Shown in Reports and Drawings (if any) supplied For Informational Purposes: These materials are not Contract Documents and, except for any "technical data" regarding subsurface conditions, Contractor may not in any manner rely on the information in these materials. Subject to the foregoing, Contractor must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by CITY.

B. SUBCONTRACTORS

Consistent with Public Contract Code Sections 4101 *et seq.*, Contractor shall not substitute any other person or firm in place of any subcontractor listed in the Bid. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without CITY's express written approval. At CITY's request, Contractor shall provide CITY with a complete copy of all executed subcontracts or final commercial agreements with subcontractors and/or suppliers.

Subcontract agreements must preserve and protect the rights of CITY under Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a subcontractor, Contractor must require the subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward CITY under Contract Documents.

Contractor must provide for the assignment of all rights any subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the subcontractor under Contract Documents to CITY.

3. CONTRACT AWARD AND COMMENCEMENT OF THE WORK

A. AWARD OF CONTRACT

CITY will make the Award of Contract by issuing a Notice of Award. Upon receipt, Contractor shall deliver to CITY all of the documents required by Contract Documents in the required quantities and within the required times, including but not limited to bonds and evidence of insurance.

B. COMMENCEMENT OF WORK

The Contract Time will commence to run on the day indicated in the Notice to Proceed. See also paragraph 15.A.2 of these General Conditions. CITY may give a Notice to Proceed at any time within thirty (30) days after the Notice of Award. Contractor shall not perform any Work at the Project Site prior to the date on which the Contract Time commence to run.

- C.** Contractor shall be allowed to operate Monday through Friday only for the hours of 8:00 a.m. to 5:00 p.m. unless prior written approval has been secured from CITY to do otherwise.

- D.** Contractor shall not work during City holidays, **2021** holidays include:

HOLIDAY	HOLIDAY DATE
New Year's Day	Friday, January 1, 2021
Martin Luther King, Jr.	Monday, January 18, 2021
Presidents' Day	Monday, February 15, 2021
Memorial Day	Monday, May 31, 2021
Independence Day	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021
Veteran's Day	Thursday, November 11, 2021
Thanksgiving Day	Thursday, November 25, 2021
Day After Thanksgiving Day	Friday, November 26, 2021
Christmas Day	Friday, December 24, 2021
2022 New Year's Day	Friday, December 31, 2021

The following City events are planned for Calendar Year **2021**:

<u>Event</u>	<u>Date</u>
Spring Festival (Park Street)	May 8 and 9, 2021
July 4th Parade	July 4, 2021
Art and Wine Faire (Park Street)	July 24 and 25, 2021
Webster Street Jam	TBD
Classic Car Show (Park Street)	October 9, 2021
Trick or Treat at Webster Street	TBD

Santa on Webster Street
Concerts at the Cove

TBD
TBD

Farmer's Market (Webster Street at Haight Avenue)
Every Tuesday and Saturday (year-round) from 9 a.m. to 1 p.m.

4. BONDS AND INSURANCE

A. BONDS

1. At or before 5:00 p.m. of the fourteenth (14th) calendar day following Notice of Award of Contract, Contractor must file with CITY the following bonds:
 - a. Construction Performance Bond, in the sum equal to 100% of the Contract Price, to guarantee faithful performance of Contract Documents; and
 - b. Construction Labor and Material Payment Bond, in sum equal to 100% of the Contract Price to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of the Work.
2. All corporate sureties must be acceptable and satisfactory to CITY. Corporate sureties on all bonds required under this Contract must be duly licensed to do business in the State of California and must have an A.M. Best Company financial rating of **A-VII** or better.

B. INSURANCE

Contractor shall fully comply with the requirements of the Contractor Agreement, Paragraph 10, Insurance.

5. DRAWINGS AND SPECIFICATIONS

A. INTENT

Drawings and Specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Contractor shall perform any Work, and furnish any materials or equipment, that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Contractor shall interpret words or phrases used to describe Work, materials or equipment, which have well-known technical or construction industry or trade meaning in accordance with that current meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.

As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, shop drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and

fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Sections of Specifications and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

Contractor shall perform reasonably implied parts of Work as “incidental Work” although absent from Drawings and Specifications. Incidental Work includes any Work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental Work includes any Work necessary or required to begin commencement of Work to make each installation satisfactory, legally operable, fully functional for the use intended, and consistent with the intent of Drawings and Specifications. Contractor shall perform incidental Work without extra cost to CITY. Incidental Work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental Work shall be included in price bid and Contract Sum.

B. DRAWING DETAILS

A typical or representative detail on drawings shall constitute the standard for Workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from drawings, Contractor shall adapt such representative detail for application to all corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Architect/Engineer. Repetitive features shown in outline on drawings shall be in exact accordance with corresponding features completely shown.

C. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, Contractor shall refer the matter to the Architect and CITY’s authorized representative, in writing. CITY will issue with reasonable promptness written clarifications or interpretations in the form of Drawings and Specifications or otherwise as CITY may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications or interpretations will be binding upon Contractor. Contractor shall not carry on Work except with the knowledge of CITY. If Contractor believes that a written clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time and the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work subject to the CITY’s clarification or interpretation and may make a written claim for the adjustment as provided in Paragraph 12 of these General Conditions. Contractor shall perform the Work as directed by Architects and CITY’s authorized representative.

D. CHECKING OF DRAWINGS

Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale drawings for measurements. Contractor shall

promptly report to the Architect and the CITY's authorized representative, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from the Architect and the CITY's authorized representative before proceeding with any Work affected thereby.

E. STANDARDS TO APPLY WHERE SPECIFICATIONS ARE NOT FURNISHED

The following general specifications shall apply wherever in the Specifications, or in any directions given by CITY in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be used. Work shall conform to the usual standards or codes, for first-class work of the kind required. Contractor shall specify in writing to the Architect and the CITY's authorized representative the materials to be used or Work to be performed under this Paragraph 5.E ten (10) business days prior to furnishing such materials or performing such work.

F. DEVIATION FROM SPECIFICATIONS AND DRAWINGS

1. Contractor must perform Work in accord with Drawings and Specifications. Contractor may deviate from Drawings or the dimensions given in the Drawings, and may deviate from the Specifications, only upon CITY's written approval of the proposed deviation.
2. CITY may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in locations, lines or grades for Work under any item of Contract Documents. No payment in addition to unit price fixed in Contract Documents for Work under respective items will be allowed on account of variations from Drawings in unit price items. In lump sum contracts, or where there are no unit price items covering work affected by variations of locations, lines or grades, all changes in Contract Documents will be made as set forth in Paragraph 14 of these General Conditions.

G. PRECEDENCE OF DOCUMENTS

1. In the case of discrepancy or ambiguity in Contract Documents, the following order of precedence shall prevail: (1) Change Orders in inverse chronological order, and in the same order as specific portions they are modifying; (2) Contractor Agreement, and terms and conditions referenced therein; (3) Supplemental Conditions (if any); (4) General Conditions; (5) Division 01 GENERAL REQUIREMENTS (Specifications); (6) CONSULTANTS' TECHNICAL SPECIFICATIONS (Division 2 through 33 Specifications); (7) Plans/Drawings; (8) written numbers over figures, unless obviously incorrect; (9) figured dimensions over scaled dimensions; (10) large-scale Drawings over small-scale drawings.
2. In the case of any conflict between a bill or list of materials shown in

Contract Documents and the actual quantities required to complete Work required by Contract Documents, then the actual quantities required shall take precedence.

3. In the event the technical specifications include divisions above Division 33 (e.g., Division 34 and above), then such divisions shall be included within Contract Documents unless identified otherwise.

H. OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND CONTRACT DOCUMENTS

Drawings, Specifications and other Contract Documents were prepared for use for this Project only. No part of the Contract Documents shall be used for any other construction or for any other purpose except with the written consent of CITY. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

6. CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS

A. CITY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

CITY may perform, with its own forces, construction or operations related to the Project. CITY may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Project Site or areas contiguous to the Project Site, under conditions similar to these Contract Documents, or may have utility owners perform other Work. When separate contracts are awarded for different portions of the Project or other construction or operations on the Project Site, the term "Contractor" in Contract Documents shall mean Contractor that executes its separate CITY/Contractor agreement.

B. MUTUAL RESPONSIBILITY

1. Contractor shall afford all other contractors, utility owners and CITY (if CITY is performing Work with its own forces), proper, timely and safe access to the Project Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' Work, and shall cooperate with them to facilitate the progress of the Work.
2. Contractor shall appropriately coordinate its Work with the Work of other separate contractors, CITY, and utility owners. Contractor shall hold coordination meetings with other contractors, CITY and its representatives, and utility owners.
3. Unless otherwise provided in Contract Documents, Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of other separate contractors, CITY or utility owners by cutting, excavating or otherwise altering their Work and will only cut or alter their work with the written consent of CITY and the others whose work will be affected.

4. Contractor's duties and responsibilities under Paragraphs 6.B.1, 6.B.2 and 6.B.3 above are for the benefit of CITY and also for the benefit of such other contractors and utility owners working at the Project Site to the extent that there are comparable provisions for the benefit of Contractor in the direct contracts between CITY and such other contractors and utility owners.
5. To the extent that any part of Contractor's Work is to interface with Work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place Work. Contractor shall promptly report to CITY, in writing, within (10) ten business days, any defect in in-place Work that will impede or increase the cost of Contractor's interface unless corrected. CITY will require Contractor responsible for the defective Work to make corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in Contract Documents, issue a Change Order. If Contractor fails to measure, inspect and/or report to CITY in writing, within (10) ten business days, defects that are reasonably discoverable, Contractor shall bear all costs of accomplishing the interface acceptable to CITY. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

C. CITY AUTHORITY OVER COORDINATION

1. CITY shall have authority over coordination of the activities of multiple contractors in cases where CITY performs Work with its own forces or contracts with others for the performance of other Work on the Project, or utilities perform Work on the Project Site. CITY may at any time and in its sole discretion, designate a person or entity other than CITY to have authority over the coordination of the activities among the various contractors. CITY's authority with respect to coordination of the activities of multiple contractors and utility owners shall not relieve Contractor of its obligation to other contractors and utility owners to coordinate its Work with other contractors and utility owners as specified above. Contractor shall promptly notify CITY in writing when another contractor on the Project fails to coordinate its Work with the Work of Contract Documents.
2. Contractor shall suspend any part of the Work or carry on the same in such manner if directed by CITY when such suspension or prosecution is necessary to facilitate the Work of other contractors or Workers. No damages or claims by Contractor will be allowed if the suspension or Work change is due in whole or in part to Contractor's failure to perform its obligation to coordinate its Work with other contractors and utility owners. Damages or claims will be allowed only to the extent of fault by CITY if the suspension or Work change is due in whole or in part to another contractor's failure to coordinate its Work with Contractor, other contractors and utility owners. CITY reserves the right to back charge Contractor for any damages or claims incurred by other contractors as a result of Contractor's failure to perform its obligations to coordinate with other contractors and utility owners. CITY may deposit the funds retained with a Court of competent jurisdiction pursuant to applicable interpleader procedures, and Contractor releases CITY of further liability for such funds.

7. CITY AND PAYMENT

A. CITY'S REPRESENTATIVES

CITY's Representative, as well as any other authorized representatives will have limited authority to act on behalf of CITY. Except as otherwise provided in these Contract Documents, CITY shall issue all communications to Contractor through its designated Representative and Architect or Construction Manager concurrently, and Contractor shall issue all communications to CITY through the City's designated Representative and Architect or Construction Manager concurrently in a written document delivered to the attention Jack Dybas, Project Manager, Public Works, 950 West Mall Square, Alameda, CA 94501 (jdybas@alamedaca.gov) and ~~Amy Wooldridge, Director, Alameda Recreation and Parks Department, 2226 Santa Clara Avenue, Alameda, CA 94501 (awooldridge@alamedaca.gov)~~. Communications between Contractor and Architect/Engineer do not affect the contract terms unless confirmed in a written document issued by the City.

B. MEANS AND METHODS OF CONSTRUCTION

Subject to those rights specifically reserved in Contract Documents, CITY shall not supervise, or direct, or have control over, or be responsible for, Contractor's means, management practices, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. CITY shall not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

C. RECEIPT AND PROCESSING OF APPLICATIONS FOR PAYMENT

As required by Paragraph 3 of the Contractor Agreement: Compensation to Contractor, and as detailed in the Division 1, Section 01 29 00 Payment Procedures, Contractor shall prepare the schedules, submit applications for progress payments or final payments and warrant title to all Work covered by each application for payment. CITY shall review Contractor's applications for payment and make payment thereon, and Contractor shall make payments to Subcontractors, suppliers and others.

8. CONTROL OF THE WORK

A. SUPERVISION OF WORK BY CONTRACTOR

1. Contractor shall supervise, inspect and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, management practices, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

B. OBSERVATION OF WORK BY CITY AND ARCHITECT/ENGINEER

1. Work shall be performed under CITY's general observation and administration. Contractor shall comply with CITY's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under Contract Documents. CITY's or Architect/Engineer's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.
2. Architect/Engineer will advise and consult with CITY, but will have authority to act on behalf of CITY only to extent provided in Contract Documents. Architect/Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Architect/Engineer will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.
3. Architect/Engineer will review Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with design concept of Work and with information given in Contract Documents.
4. Architect/Engineer may visit the Project Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Architect/Engineer may recommend to CITY that it disapprove or reject Work that Architect/Engineer believes to be defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. CITY will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.
5. Architect/Engineer may conduct inspections to recommend to CITY the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to CITY for review written warranties and related documents required by Contract Documents.

C. ACCESS TO WORK

During performance of Work, CITY – the Public Works Department, Building Department, and/or Recreation and Parks Department - and their agents, consultants, and employees may, at any time, enter upon Work, or shops where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make prompt and appropriate arrangements with manufacturers to facilitate inspection of their processes and products to such extent as CITY's interests may require. Other contractors performing Work for CITY may also enter upon Work for all purposes required by their respective contracts. Subject to the

rights reserved in Contract Documents, Contractor shall have sole care, custody and control of the Project Site and its Work areas.

D. EXISTING UTILITIES

1. **Drawings indicate above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, hot water and other similar items and utilities that are known to CITY. Contractor shall locate these known existing installations before proceeding with trenching, or any other operations that may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum. Additional utilities whose locations are unknown to CITY are suspected to exist.** Contractor shall be alert to their existence; if they are encountered, Contractor shall immediately report to CITY for disposition of the same. In addition to reporting if any utility is damaged, Contractor shall take appropriate action as provided in these General Conditions. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in these General Conditions.
2. At no additional cost to CITY, Contractor must incorporate into the Work main or trunkline utilities identified in Contract Documents and other utilities or underground structures known or reasonably discernible and that will remain in service, including minor adjustments to design location or minor relocations of the existing installations. **Contractor must take immediate action to restore any in service installations damaged by Contractor's operations.** Should CITY determine that Contractor has not responded in a timely manner or not diligently pursued completion of the Work, CITY may restore service and deduct the costs of such action by CITY from the amounts due under the Contract.
3. Consistent with Government Code Section 4215, as between CITY and Contractor, CITY shall be responsible for the timely removal, relocation or protection of existing main or trunk line utility facilities located on the Project Site only if such utilities are not identified in the Drawings and Specifications made a part of the invitation for bids. CITY shall compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated on the Drawings and Specifications with reasonable accuracy, and equipment on the Project necessarily idled during such Work. The compensation shall be determined in accordance with the provisions of these General Conditions.
4. **Prior to performing Work at the Project Site, Contractor must lay out the locations of known underground utilities that are to remain in service and other significant known underground installations.** At no additional cost to CITY, prior to commencing other Work in proximity to such known underground utilities or installations that can be readily inferred from adjacent surface improvements, Contractor must further locate by carefully

excavating with small equipment and principally by hand, such utilities or installations that are to remain and that are subject to damage. This obligation applies to all utilities (including, but not limited to, those referenced above).

5. **Nothing in these General Conditions shall be deemed to require CITY to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Project Site can be inferred from the presence of other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Project Site of the construction.** Contractor shall immediately secure all available information and notify CITY and utility, in writing, of its discovery while performing the Work under the Contract Document of any utility facilities not identified in the Drawings and Specifications.

9. WARRANTIES, GUARANTY AND INSPECTION OF WORK

A. WARRANTY AND GUARANTY

1. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every phase of Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction Work and construction services shall be performed in accordance with generally accepted professional standards of good and sound construction and management practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use; and free from defects in design, engineering, materials, construction and Workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, and design parameters where specifically shown and expressly required by Contract Documents.
2. Extended Guarantees: Any guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply CITY with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.
3. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this Paragraph 9.A.3 are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason, including but not limited to, Project completion. Contractor covenants, warrants and represents to CITY that:
 - a. To Contractor's knowledge after due inquiry, no lead or asbestos-containing materials were installed or discovered in the Project at any

time during Contractor's construction thereof. If any lead or asbestos-containing materials were discovered, Contractor made immediate written disclosure to CITY.

- b. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCB's are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered Contractor made immediate written disclosure to City.
- c. To Contractor's knowledge after due inquiry, no storage tanks for gasoline, petroleum or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to CITY.
- d. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for, any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide CITY with copies thereof.

B. INSPECTION OF WORK

- 1. All materials, equipment and Workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by CITY, its agents, or independent contractors retained by CITY to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Project Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, CITY shall be afforded prompt access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.
- 2. Contractor shall give CITY timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- 3. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for promptly arranging and

obtaining such inspections, tests or approvals, and furnish CITY with the required certificates of inspection, or approval. CITY shall pay the cost of initial testing and Contractor shall pay all costs in connection with any follow up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mixed designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

4. If Contractor covers or displaces any Work, or the Work of others, prior to any required inspection, test or approval without written approval of CITY, Contractor must uncover or replace the Work at CITY's request. Contractor shall bear the expense of uncovering Work and/or replacing Work.
5. In any case where Contractor covers Work contrary to CITY's request, Contractor must uncover Work for CITY's observation or inspection at CITY's request. Contractor shall bear the cost of uncovering Work.
6. Whenever required by CITY, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, CITY in manner herein prescribed for paying for alterations, modifications and extra Work, except as otherwise herein specified will pay for examination.
7. Inspection of the Work by or on behalf of CITY, or its failure to do so, shall not be deemed a waiver or approval of any non-conforming aspect of the Work.

C. CORRECTION OF DEFECTIVE WORK

1. If Contractor fails to supply sufficient skilled Workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, CITY may order Contractor to replace any defective Work, or stop any portion of Work to permit CITY (at Contractor's sole expense) to replace such defective Work. These CITY rights are entirely discretionary on the part of the CITY, and shall not give rise to any duty on the part of CITY to exercise the rights for the benefit of Contractor or any other party.
2. CITY may direct Contractor to correct any defective Work or remove it from the Project Site and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the Work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, CITY may deduct from monies due Contractor, all claims, costs, losses and damages caused by or resulting

from the correction or removal. If Contractor disagrees with City's calculations, it may make a claim as provided in Paragraph 12 of these General Conditions. City's rights under this paragraph 9.C.2. shall be in addition to any other rights it may have under Contract Documents. Where Contractor fails to correct defective Work CITY shall have all rights and remedies granted by law or in equity.

3. Correction Period: If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to CITY and in accordance with City's written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by CITY and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the Work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal, replacement and inspection. Where Contractor fails to correct defective Work, or defects are discovered outside the correction period, CITY shall have all rights and remedies granted by law or in equity.
4. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.
5. Where defective or rejected Work (and damage to other Work resulting therefrom) has been inspected, corrected, removed or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. ACCEPTANCE AND CORRECTION OF DEFECTIVE WORK BY CITY

1. CITY may at its sole discretion accept defective or nonconforming Work. Contractor shall pay all claims, costs, losses and damages attributable to CITY's evaluation of and determination to accept such defective Work. If CITY accepts any defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, CITY may deduct from monies due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the defective Work. If Contractor disagrees with CITY's calculations, it may make a claim as provided in Paragraph 12 of these General Conditions. If CITY accepts any defective Work after final payment, Contractor shall pay to CITY, an appropriate amount as determined by CITY.
2. CITY may correct and remedy deficiency if, after seven (7) days written

notice to Contractor, Contractor fails to correct defective Work or to remove and replace rejected Work in accordance with Paragraph 9.C.2 of these General Conditions; or provide a plan for correction of defective Work acceptable to CITY; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, CITY may exclude Contractor from all or part of the Project Site, take possession of all or part of Work and suspend Contractor's Work related thereto, take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Project Site, and incorporate in Work any materials and equipment stored at the Project Site or for which CITY has paid and holds title but which Contractor has stored elsewhere. Contractor shall allow CITY, its representatives, agents, employees, and other contractors and Architect/Engineer's consultants prompt access to the Project Site and to all stored material to enable CITY to exercise the rights and remedies under this Paragraph 9.D.2. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by CITY in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, CITY may deduct from monies due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with CITY's calculations, it may make a claim as provided in Paragraph 12 of these General Conditions.

E. RIGHTS UPON INSPECTION OR CORRECTION

1. Contractor shall not be allowed an extension of scheduled Contract Time because of any delay in the performance of Work attributable to the exercise by CITY of its rights and remedies under this Paragraph 9 of these General Conditions. Where CITY exercises its rights under this Paragraph 9, it retains all other rights it has by law, in equity or under Contract Documents, including but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents and/or make a claim or back charge where a Change Order cannot be agreed upon.
2. Inspection shall not relieve Contractor of its obligation to have furnished material and Workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments or otherwise shall not operate to waive CITY's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefore. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless CITY agrees otherwise in writing.

F. SAMPLES AND TESTS OF MATERIALS AND WORK

Contractor shall furnish in such quantities and sizes as may be required for proper examination and tests, samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare samples or test specimens at its expense and furnish them to CITY. Contractor shall submit all samples in ample time to enable CITY and Architect/Engineer to make any necessary tests, examinations or analyses before the time it is desired to incorporate the material into the Work.

G. PROOF OF COMPLIANCE OF CONTRACT PROVISIONS

In order that CITY may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, upon request by CITY, submit to CITY properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

H. ACCEPTANCE

Inspection by CITY or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by CITY, any extension of time, any verbal statements on behalf of CITY or its authorized agents or representatives shall not operate as a waiver or modification of any provisions of Contract Documents, or of any power reserved to CITY herein or therein or any right to damages provided in Contract Documents. Any waiver of any breach of Contract Documents shall not be held to be a waiver of any other subsequent breach.

10. CONTRACTOR'S ORGANIZATION AND EQUIPMENT**A. CONTRACTOR'S ADDRESS FOR NOTICES**

Street address, facsimile number and email address given in Contractor's Bid are hereby designated as Contractor's legal address for purposes of giving any notice under this Agreement. Contractor may change its address by notice in writing, delivered to CITY, which in conspicuous language advises CITY of a change in address. Notices shall be deemed to be received upon personal delivery to the street address; if sent by email, upon delivery; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, on the second business day after deposit in the mail.

B. CONTRACTOR'S SUPERINTENDENTS OR FOREPERSONS

Contractor shall at all times be represented on Project Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that CITY may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Project Site.

C. PROFICIENCY IN ENGLISH

Contractors, supervisors, forepersons, subcontractors' supervisors and forepersons, security guards, safety personnel and employees who have unescorted access to the Project Site must possess proficiency in the English language in order to read drawings and specifications and to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

D. CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES

Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If CITY notifies the Contractor that any of its employees, or any of its Subcontractors' employees on Work are incompetent, unfaithful or disorderly, or fails to observe customary standards of conduct, or refuses to carry out provisions of the Contract Documents, or uses threatening or abusive language to any person on Work, places graffiti, smokes, harassment of any kind, or violates sanitary rules, engages in any criminal activity, or is otherwise unsatisfactory, and if CITY requests that such person be discharged from the Work, then Contractor or its Subcontractor shall immediately discharge such person from the Work and the discharged person shall not be re-employed on the Work except with consent of CITY.

E. CONTRACTOR TO SUPPLY SUFFICIENT WORKERS AND MATERIALS

Unless otherwise required by CITY under the terms of Contract Documents, Contractor shall at all times keep on the Project Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

F. CONTRACTOR TO LIST TRADES WORKING

Contractor shall list the trades working on the Project Site and their scheduled activities on a daily basis, and provide a copy of that list to CITY.

G. CONTRACTOR'S USE OF THE PROJECT SITE

Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between CITY and any owner, former owner or tenant of such land, structure or buildings. Contractor may not occupy CITY-owned property outside the limit of the Work as shown on Drawings unless it obtains prior approval from CITY. All signage posted on the Project Site for any purpose requires prior CITY approval before it is installed. Signage posted without CITY approval may be removed at the discretion of the CITY at the Contractors cost.

11. PROSECUTION AND PROGRESS OF THE WORK

A. LINES AND GRADES, MEASUREMENTS

1. Contractor shall be responsible for the accuracy of the building lines and levels. Contractor shall employ a licensed civil engineer or surveyor to establish and maintain all lines and levels necessary for the location and construction of the Work. Contractor shall verify the levels shown on Drawings with existing levels and notify CITY of any discrepancies before proceeding with the Work. Unless directed otherwise by CITY, Contractor shall do Work to lines and grades established by Contractor at Contractor's expense. Contractor shall, at its sole cost, repair or replace any monument, stake, or mark destroyed or damaged by Contractor by reason of its operations or, at CITY's election, CITY may charge Contractor with the cost of repairing or replacing any destroyed or

damaged monument, stake, or mark. Before performance of the Work, Contractor must take field measurements and verify field conditions consistent with prudent construction industry standards and must carefully compare the field measurements and conditions and other information known to Contractor with Contractor Documents and notify CITY of any discrepancies.

2. No direct payment will be made for Contractor's cost of any Work or delay occasioned by establishing or checking lines and grades or making other measurements, or by inspection, and no extension of time will be allowed for such delays.

B. COST DATA

1. Contractor shall maintain full and correct information as to the number of Workers employed in connection with each subdivision of Work, the classification and rate of pay of each Worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide CITY with monthly summaries of this information. If Contractor maintains summaries or reports comparing actual project costs with bid estimates or budgets, it shall provide CITY with a copy of such report whenever it is generated.
2. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Project Site, Work activities, problems encountered and delays. Contractor shall provide CITY with copies each day. Contractor shall take monthly progress photographs of all areas of the Work, problems encountered, and delays. Contractor shall maintain copies of all correspondence with subcontractors and records of meetings with subcontractors.
3. CITY shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records), and to inspect the Project Site, including Contractor's trailer, or other job Project Site office, and this requirement shall be contained in the subcontracts of subcontractors working on Project Site. By way of example, CITY shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. CITY, State Auditor General and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this Paragraph at any time during the Project and for a period of three (3) years following issuance and Contractor's receipt of final payment. This right of inspection shall not relieve Contractor of its duties and obligations under Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in Contract Documents.
4. Contractor shall maintain in a safe place at the Project Site one record copy of all

Drawings, Specifications, Submittals and Addenda, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents, together with all approved samples and a counterpart of all approved shop drawings, shall be maintained and available to CITY for reference. Upon completion of the Work, Contractor shall deliver to CITY, the Record Drawings / Documents, samples and shop drawings and as-built drawings as described in Sections 01 78 23, and 01 73 39 of the General Requirements. (Note: See General Requirements, Section 01 78 39 regarding content of "Record Drawings / Documents".)

12. CLAIMS BY CONTRACTOR

A. GENERAL

1. Contract Interpretation Disputes: Should it appear to Contractor that Work to be performed or any of the matters relative to Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of Contract Documents, Contractor shall give written notice to CITY. Contractor shall bear all costs incurred in giving notice. CITY shall render a determination regarding the issue, which shall be final. CITY shall have the right but not the obligation to affirm or disaffirm the Architect/Engineer's interpretation of Drawings or Specifications and CITY's decision to affirm or disaffirm shall be final. If Contractor disagrees with CITY's decision, Contractor's sole and exclusive remedy is to file a claim in accordance with this Paragraph 12 of these General Conditions. Contractor shall diligently prosecute the Disputed Work (as defined below) to Final Completion pending resolution of any claim.
2. Work Disputes: Contractor shall give written notice to CITY of any dispute arising under Contract Documents respecting the true value of any Work performed, the implementation of Work required by Contract Documents, any Work omitted, any extra Work that Contractor may be required to perform or time extensions, respecting the size of any payment to Contractor during the performance of Contract Documents, or of compliance with Contract Documents procedures. CITY shall render a determination regarding the issue, which shall be final. If Contractor disagrees with CITY's decision, Contractor's sole and exclusive remedy is to file a claim in accordance with this Paragraph 12 of these General Conditions. Pending the resolution of any claim, Contractor shall diligently prosecute the Disputed Work to Final Completion.
3. The claim notice and documentation procedure described in this Paragraph 12 applies to all claims and disputes arising under Contract Documents, including without limitation any claim or dispute by any subcontractor or material supplier. All subcontractor and supplier claims of any type shall be brought only through Contractor as provided in Paragraph 12 of these General Conditions. Under no circumstances shall any subcontractor or supplier make any direct claim against CITY.
4. "Claim" means a written demand or written assertion by Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of Contract Documents terms, time, or other relief arising under or relating to

Contract Documents. In order to qualify as a “claim,” the written demand must state that it is a claim submitted under Paragraph 12 of these General Conditions.

5. A voucher, invoice, proposed change, payment application, cost proposal, RFI, change order request, or other routine or authorized form of request for payment is not a claim under Contract Documents. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under Contract Documents by submitting a separate claim in compliance with claim submission requirements.
6. The provisions of this Paragraph 12 of these General Conditions survive termination or completion of Contract Documents. Contractor shall bear all costs incurred in the preparation and submission of a claim.

B. PROCEDURE

1. Should any clarification, determination, action or inaction by CITY or Architect/Engineer, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively “Disputed Work”), then Contractor and CITY shall make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven (7) calendar days after Contractor’s first knowledge of the Disputed Work, whichever is earlier, Contractor must file a written notice and cost proposal for the Disputed Work with CITY stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Contract Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this Paragraph 12.B.1, Contractor shall waive its rights to further claim on the specific issue.
2. CITY will review Contractor’s timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Contract Documents, it shall so notify CITY, in writing, within seven (7) calendar days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within thirty (30) calendar days of receiving the City’s decision (on the notice of potential claim), Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor’s failure to furnish notification within seven (7) calendar days and all justifying documentation within thirty (30) calendar days of the City’s decision (on the notice of potential claim) will result in Contractor waiving its right to the subject claim. If Disputed Work persists longer than thirty (30) days, then Contractor shall, every thirty (30) days until the Disputed Work ceases, submit to CITY a document titled “Claim Update” which shall update and quantify all elements of the claim as completely as possible. Contractor’s failure to submit a Claim Update or to quantify costs every thirty (30) days shall result in waiver of the claim for that thirty (30) day period. Claims or Claim Updates stating that damages, total

damages (direct and indirect) and/or any time extension will be determined at a later date shall not comply with this Paragraph and shall result in Contractor waiving its claim(s).

3. Upon receipt of Contractor's formal claim including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as previously stipulated, CITY or its designee will review the issue and render a final determination. If Contractor's claims submitted in accordance with this Paragraph 12 at Project completion total less than \$375,000, then claims resolution shall proceed in the manner prescribed by Article 1.5 of Division 2 of the California Public Contract Code. If Contractor's claims (submitted in accordance with above) totals \$375,000, or more, then claims resolution shall proceed in the manner prescribed by Article 7.1 of division 2 of the California Public Contract Code.
4. Claims shall be calculated in the same manner as Change Orders. EXCEPT WHERE PROVIDED BY LAW, OR ELSEWHERE IN THESE CONTRACT DOCUMENTS (IF APPLICABLE), CITY SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND CONTRACTOR SHALL NOT INCLUDE THEM IN ITS CLAIMS. CONTRACTOR SHALL BE LIMITED IN ITS RECOVERY ON CLAIMS TO THE CHANGE ORDER.

C. CLAIM FORMAT

Contractor shall submit the claim justification to CITY in the following format: (a) Cover letter and certification of claim in accordance with appropriate Government Code Section, (b) summary of claim, including underlying facts, entitlement, quantum calculations, contract provisions supporting relief, (c) list of documents relating to claim including specifications, drawings, clarifications/requests for information, schedules, other (d) chronology of events and correspondence, (e) analysis of claim merit, (f) analysis of claim cost, (g) attach supporting documents referenced in (c).

D. EXCLUSIVE REMEDY

Contractor's performance of its duties and obligations specified in Paragraph 12 of these General Conditions and submission of a claim as provided in Paragraph 12 is Contractor's sole and exclusive remedy for the payment of money, extension of time, the adjustment or interpretation of Contract Documents terms or other contractual or tort relief arising from Contract Documents. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or Contract Documents, negligence or strict liability by CITY, its representatives, consultants or agents, or the transfer of Work or the Project to CITY for any reason whatsoever. Contractor waives all claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the claim submission requirements. Compliance with the notice and claim submission procedures described in Paragraph 12 is a condition precedent to the right to commence litigation, file a Government Code Claim, or commence any other legal action. No claim or issues not raised in a timely protest and timely claim submitted under this Paragraph 12 may be asserted in any Government Code Claim, subsequent litigation, or legal action. CITY shall not have deemed to waive any provision under Paragraph 12, if at CITY's sole discretion, a claim is accepted in a manner not in accord with Paragraph 12.

E. MEDIATION

All claims – less than \$375,000 (per Article 1.5 Division 2 of the California Public Contract Code) - shall, as a condition precedent to litigation thereon, first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties. If the parties cannot agree on a mediator, the court shall appoint a mediator trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved claims shall be submitted to the same mediator. The cost of mediation shall be equally shared. (Note: See Article 7.1 of Division 2 of the California Public Contract Code for claims equal to or over \$375,000.)

F. PUBLIC CONTRACT CODE (PCC) SECTION 9204 SUMMARY (Claims submitted between 01-01-2017 and 01-01-2020.)

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2020 shall be governed by PCC Section 9204 and this section. The following provisions and procedures shall apply:

1. For the purposes of this section, the term "Claim", "Contractor", "mediation", "Public Entity" "Public works project" and "Subcontractor" shall have the meaning provided for in PCC Section 9204.
2. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with PCC Section 9204. Contractor must include reasonable documentation to support each claim.
3. Upon receipt of a Claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.
4. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to PCC Section 9204(d)(1)(C).
5. If the City fails to timely respond to a Claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.
6. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per

annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

7. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.
8. The City reserves all rights and remedies that it has pursuant to the Construction Contract, plans and specification, at law or in equity which are not in conflict with PCC 9204.
9. This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2020.

13. LEGAL AND MISCELLANEOUS

A. LAWS AND REGULATIONS

1. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting Contract Documents, the Work and persons connected with the Work, and shall protect and indemnify CITY, its City Council, boards and commissions, officers, employees, volunteers, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of the Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.
2. Whenever Drawings and Specifications require large sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Drawings and Specifications shall govern. Whenever Drawings and Specifications require something, which will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

B. PERMITS AND TAXES

Contractor shall procure all permits and licenses, pay all charges and fees, including fees for street opening permits, and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. CITY will pay applicable building permits, school, sanitation and water fees, except as otherwise provided in Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into

Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Price. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads and other works in advance of operations, even where CITY may have already obtained permits for the Work.

C. RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

1. CITY and each of its officers, employees, volunteers, consultants and agents including, but not limited to the boards and commissions, officers, officials, employees and volunteers, and each CITY representative shall not be reasonably liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
2. To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify, and hold harmless the CITY, its City Council, Boards and Commissions, officers, employees, volunteers, consultants, and each CITY representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, any one directly or indirectly employed by any of them or any one for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of CITY or by any person or entity required to be indemnified hereunder.
3. With respect to third party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against CITY, its City Council, Boards and Commissions, officers, employees, volunteers, consultants and agents, including, but not limited to, the Board of Commissioners, officers, officials, employees and volunteers.
4. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
5. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party[s] indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, or completion of Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, CITY may in its discretion backcharge Contractor for its costs and damages resulting therefrom and withhold such

sums from progress payments or other contract monies which may become due.

6. The indemnities in Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to CITY to the extent of its active negligence or willful misconduct.
7. To the extent there is any conflict between the Contractor's duty to indemnify, defend and hold harmless the City and its indemnities as stated in this Paragraph 8.C of these General Conditions and in Paragraph 9 of the Contractor Agreement then the provision providing the City, and/or its indemnities with the greatest protection shall prevail.

D. NOTICE OF CONCEALED OR UNKNOWN CONDITIONS

1. Before commencing Work of digging trenches or excavation, Contractor shall review all information available regarding subsurface conditions. Contractor shall also comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:

“Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two Working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation.”

Contractor shall contact the regional notification center, “Underground Service Alert” (“USA”), and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching Work, Contractor shall provide CITY with copies of all USA records secured by Contractor. Contractor shall advise CITY of any conflict between information provided and that provided by USA records.

2. If any of the following conditions is encountered at Project Site, Contractor shall give written notice to CITY promptly before conditions are disturbed (except in an emergency as required by Paragraph 16.D of these General Conditions), and in no event later than three (3) days after first observance of:
 - a. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal Project Site in accordance with provisions of existing law.
 - b. Subsurface or latent physical conditions at the Project Site differing

from those indicated by information made available to bidders prior to the deadline for submitting bids.

- c. Unknown physical conditions at the Project Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

In response to Contractor's notice, the City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

3. If CITY determines that physical conditions at the Project Site are not latent or are not materially different from those indicated in Contract Documents or that no change in terms of Contract Documents is justified, CITY shall so notify Contractor in writing, stating reasons. If CITY and Contractor do not agree on an adjustment in Contract Sum or Contract Time, Contractor shall proceed with the Work as directed by CITY and may file a claim as provided in Paragraph 12 of these General Conditions.
4. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed latent or materially different Project Site conditions if (a) Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or (b) Contractor should have known of the existence of such conditions as a result of having complied with the requirements of Contract Documents, including without limitation Paragraph 13.D.2 of these General Conditions; or (c) the information or conditions claimed by Contractor to be latent or materially different consist of information, conclusions, opinions or deductions of the kind that Paragraph 13.D.2 precludes reliance upon; or (4) Contractor was required to give written notice under Paragraph 13.D.2 and failed to do so within the time required.
5. If CITY and Contractor are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Time required under this Paragraph, Contractor shall proceed with the Work as directed by CITY and may make a claim as provided in Paragraph 12 of these General Conditions.
6. In the event the CITY Exercises its rights to decide disputed issues pertaining to changed Work, as set forth above, then the resulting Change Order shall be effective when signed by the CITY and notwithstanding the fact that the Contractor has not signed it.

7. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data, including but not limited to information on file at USA; (b) locating all underground facilities (i.e.; Underground storage Tank (UST)) shown or indicated in Contract Documents, available information, or indicated by visual observation, including but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such underground facilities during construction; and (d) the safety and protection of all such underground facilities and repairing any damage thereto resulting from the Work.
8. If an underground facility (i.e.; Underground Storage Tank, (UST)) is uncovered or revealed at or contiguous to the Project Site which was not shown or indicated in the materials supplied by CITY or in information on file at USA, or is otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than three (3) calendar days), and prior to performing any Work in connection therewith (except in an emergency as required by Paragraph 16 of these General Conditions), identify the owner of such underground facility and give written notice to that owner and to CITY. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
9. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any underground facility that is owned and was built by CITY only where the underground facility was not shown or indicated in Contract Documents or in information on file at USA; and (b) Contractor did not know of it; and (c) Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an underground facility, then an increase in the Contract Price or an extension of the Contract Time will not be due, even if the underground facility was not indicated in Contract Documents, in information on file at USA, or otherwise reasonably available to Contractor.)
10. Contractor shall bear the risk that underground facilities not owned or built by CITY may differ in nature or locations shown in information on file at USA, or otherwise reasonably available to Contractor. Underground facilities are inherent in construction involving digging of trenches or other excavations and Contractor is to apply its skill and expertise to verify the information available.

E. NOTICE OF HAZARDOUS WASTE OR MATERIALS CONDITIONS

1. Notice by Contractor shall be given in writing to CITY promptly, before any of the following conditions are disturbed (except in an emergency as required by Paragraph 16.D below), and in no event later than 24 hours after first observance, of any (a) material that Contractor believes may be material that is hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, asbestos, lead, PCBs,

petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal Project Site in accordance with provisions of existing law; (b) other material which may present a substantial danger to persons or property exposed thereto in connection with Work at the Project Site.

2. Except as otherwise provided in Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous waste or hazardous material where such matter is disturbed or observed as part of the scope of Work under Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under Contract Documents), where Contractor complies with all requirements in Contract Documents and applicable law respecting such materials.
3. Contractor's written notice under Paragraphs 13.D.2, 13.D.8, and 13.E.1 above shall indicate whether the hazardous waste or material was shown or indicated in Contract Documents to be within the scope of Work, and whether the hazardous waste or material was brought to the Project Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this paragraph, "hazardous materials" shall include (but not be limited to) asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material.
4. Contractor shall not be entitled to any adjustment in the Contract Sum or Time regarding claimed hazardous waste or materials if (1) Contractor knew of the existence of such hazardous material or hazardous waste at the time Contractor submitted its bid; or (2) Contractor should have known of the existence of such hazardous material or hazardous waste as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies and data concerning the conditions at or contiguous to the Project Site prior to submitting its Bid; or (3) Contractor failed to give the written notice within the time required by Paragraphs 13.D.2, 13.D.8 and 13.E.1 of these General Conditions.
5. If CITY determines that conditions do not involve hazardous waste or hazardous materials or that no change in Contract Document terms is justified, CITY shall notify Contractor in writing, stating the reasons for its determination. If CITY and Contractor cannot agree on an adjustment in Contract Sum or Contract Time, Contractor shall proceed with the Work and as directed by CITY and may file a claim as provided in Paragraph 12 of these General Conditions.
6. If Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, CITY may order the disputed portion of Work deleted from the Work, or performed by others, or CITY may invoke its right to terminate Contractor's right to proceed under Contract Documents in whole or in part. If Contractor does not agree with CITY's determination of any adjustment in the Contract Sum or Times as a result, Contractor may make a claim as provided in Paragraph 12 of these General Conditions.

F. SUSPENSION OF WORK

CITY may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as CITY may determine. An adjustment shall be made for increases in cost of performance of Contract Documents caused by any such suspension, delay or interruption. No adjustment shall be made to extent: (a) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or (b) that an equitable adjustment is made or denied under another provision of Contract Documents; or (c) that the suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Contractor may file a claim under Paragraph 12 herein.

G. TERMINATION OF CONTRACT FOR CAUSE

1. Contractor shall be in default of Contract Documents and CITY may terminate Contractor's right to proceed under Contract Documents, for cause:
 - a. Should Contractor make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, filing any answer admitting or not contesting the material allegations of a petition filed against Contractor in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Contractor or of all or any substantial part of its properties or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or
 - b. Should Contractor commit a material breach of Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from CITY to Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of 10 calendar days, Contractor must provide CITY within the 10 day period with a written plan acceptable to CITY to cure said breach, and then diligently commence and continue such cure according to the written plan); or
 - c. Should Contractor violate or allow (by a Subcontractor or other person or entity for which Contractor is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten (10) days of the date of the notice from CITY to Contractor demanding such cure; or, if such violation is curable but not curable within such ten (10) day period, within

such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of 10 calendar days, Contractor must provide CITY within the 10 day period with a written plan to cure said violation acceptable to CITY, and then diligently commence and continue performance of such cure according to the written plan.); or

- d. Should any material representation, warranty, declaration, certification or other statement (together, "representations") made by Contractor in any Bidding Document or otherwise to CITY in connection with Contractor's obtaining or performing this Contract prove to be materially incorrect when made, or should Contractor materially breach any material agreement made in any Bidding Document.
2. If CITY at any time reasonably believes that Contractor is or may be in default under Contract Documents, as defined above, CITY may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents which CITY may advise Contractor of in writing. Failure of Contractor to provide such written assurances of performance and the required written plan, within ten (10) calendar days of demand, will constitute a material breach of Contract Documents sufficient to justify termination for cause.
 3. In event of termination for cause, CITY shall immediately serve written notice thereof upon Surety and Contractor. Surety shall have the rights and obligations set forth in the Construction Performance Bond. Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default there under), CITY may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.
 4. In the event of termination by CITY as provided in Paragraph 13.G.1 above for cause;
 - a. CITY shall compensate Contractor for the value of the Work delivered to CITY upon termination as determined in accordance with Contract Documents, subject to all rights of offset and backcharges, and provided that Contractor provides CITY with updated as-builts and Project record documents showing the Work performed up to the date of termination. However, CITY shall not compensate Contractor for any of its costs incurred in terminating the Work or any cancellation charges owed to third parties.
 - b. Contractor shall deliver to CITY possession of the Work in its then condition, including but not limited to, all designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the

date of such termination to comply with the provisions of Contract Documents. The provisions of this Paragraph shall not be interpreted to diminish any right which CITY may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Contractor shall compensate CITY for all loss, cost, damage, expense, and/or liability suffered by CITY as a result of such termination and failure to comply with Contract Documents.

- c. CITY shall, to the extent applicable, have all other rights and remedies set forth in any Bidding Document.
5. In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Contractor shall have only the recovery rights specified in Paragraph 13.H of these General Conditions. Any Contractor claim arising out of a termination for cause, however, shall be made in accordance with Paragraph 12 of these General Conditions. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Contractor. Under no condition will Contractor recover lost profits or similar damages.

H.

TERMINATION OF CONTRACT FOR CONVENIENCE

1. CITY may terminate performance of the Work under Contract Documents in accordance with this clause in whole, or from time to time in part, whenever CITY shall determine that termination is in CITY's best interest. Termination shall be effected by CITY delivering to Contractor notice of termination specifying the extent to which performance of the Work under Contract Documents is terminated, and the effective date of the termination.
2. After receiving a notice of termination under Paragraph 13.H.1 above, and except as otherwise directed by CITY, Contractor shall:
 - a. Stop Work under Contract Documents on date and to extent specified in notice of termination;
 - b. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under Contract Documents which is not terminated;
 - c. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;
 - d. Assign to CITY in manner, at times, and to extent directed by CITY, all right, title, and interest of Contractor under orders and subcontracts so terminated. CITY shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 - e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of CITY to extent CITY may require. CITY's approval or ratification shall

be final for purposes of this Paragraph;

- f. Transfer title to CITY, and deliver in the manner, at the times, and to the extent, if any, directed by CITY, all fabricated or un-fabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to CITY;
 - g. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that CITY directs or authorizes, any property of types referred to in Paragraph 13.H.2.f. above, but Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by CITY. Proceeds of transfer or disposition shall be applied to reduce payments to be made by CITY to Contractor under Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as CITY may direct;
 - h. Complete performance of the part of the Work which was not terminated by the notice of termination; and
 - i. Take such action as may be necessary, or as CITY may direct, to protect and preserve all property related to Contract Documents which is in Contractor's possession and in which CITY has or may acquire interest.
3. After receipt of a notice of termination, Contractor shall submit to CITY its termination claim, in form and with all certifications required by Paragraph 12 herein. Contractor's termination claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. Contractor and CITY may agree upon the whole or part of the amount or amounts to be paid to Contractor because of a total or partial termination of Work under this Paragraph 13.H. If Contractor and CITY fail to agree on the whole amount to be paid to Contractor because of the termination of the Work under this Paragraph 13.H, CITY shall determine, based on information available to it, the amount, if any, due to Contractor by reason of the termination and shall pay to Contractor for Work specified in Contract Documents which is performed before the effective date of the termination, the total (without duplication of any items) of:
- a. The reasonable cost to Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. In determining reasonable cost, deductions will be made for cost of materials to be retained by Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of 10 percent of direct costs of such Work.

- b. When, in CITY's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, commercially reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.
- c. A commercially reasonable allowance for profit on cost of Work performed as determined under Paragraph 13.H.3.a, provided that Contractor establishes to CITY's satisfaction that Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.
- d. Commercially reasonable costs to Contractor of handling material returned to vendors, delivered to CITY or otherwise disposed of as directed by CITY.
- e. A commercially reasonable allowance for Contractor's internal administrative costs in preparing termination claim.
- f. CITY shall have no obligation to pay Contractor under this Paragraph 13.H unless and until Contractor provides CITY with updated and acceptable as-builts and Project record documents for Work completed prior to termination.

Except as provided above, CITY shall not be liable for costs incurred by Contractor or subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Contractor's Bid, attorney's fees of any type, and all other costs relating to prosecution of claim or lawsuit.

- 4. In arriving at the amount due Contractor under this clause there shall be deducted in whole (or in the appropriate part[s] if the termination is partial): (a) All unliquidated advances or other payments on account previously made to Contractor, including without limitation all payments applicable to the terminated portion of Contract Documents; (b) any claim which CITY may have against Contractor in connection with Contract Documents; and (c) the agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of Paragraph 13.H, and not otherwise recovered by or credited to CITY.

I. CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Contractor hereby assigns to CITY each Subcontract for a portion of the Work, provided that:

- 1. The assignment is effective only after CITY's termination of Contractor's right to proceed under Contract Documents (or portion thereof relating to that

Subcontract) pursuant to Paragraphs 13.G or 13.H above.

2. The Assignment is effective only for the Subcontracts which CITY expressly accepts by notifying the Subcontractor in writing;
3. The assignment is subject to the prior rights, if any, of the Surety, obligated by the Performance and/or Payment Bond provided under Contract Documents, where the Surety exercises its rights to complete the Contract;
4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in Paragraphs 13.G or 13.H above), sign all instruments and take all actions reasonably requested by CITY to evidence and confirm the effectiveness of the assignment in CITY; and
5. Nothing in this Paragraph 13.I shall modify or limit any of Contractor's obligations to CITY arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold harmless obligations arising from or related to the assigned Subcontract.

J. REMEDIES

Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counterclaims, disputes and other matters in question between CITY and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State of California, County of Alameda. All CITY remedies provided in Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances CITY shall have any and all other equitable and legal rights and remedies which it would have according to law.

K. PATENTS

Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless CITY, its City Council, boards and commissions, and each of its officers, employees, volunteers, consultants and agents, including, but not limited to, the Mayor, City Council, Boards and Commissioners, and each city employee, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade dress, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

L. SUBSTITUTION FOR PATENTED AND SPECIFIED ARTICLES

Except as noted specifically in Specifications, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words “or equal” and Contractor may offer any substitute material or process that Contractor considers equal in every respect to that so designated and if material or process offered by Contractor is, in opinion of CITY, equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Substitution Request Form as provided in Instructions to Bidders.

M. INTEREST OF PUBLIC OFFICERS

No representative, city employee, member of the governing body of the locality in which the Project is situated, no member of the locality in which CITY was activated, and other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in Contract Documents or the proceeds thereof.

N. LIMIT OF LIABILITY

CITY AND EACH OF ITS OFFICERS, MAYOR, COUNCIL MEMBERS, BOARDS AND COMMISSIONS. OFFICERS, EMPLOYEES, VOLUNTEERS, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, EACH CITY REPRESENTATIVE SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

O. SEVERABILITY

Any provisions or portions thereof of Contract Documents which are prohibited by, unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof in Contract Documents.

P. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS

Effective January 1, 2015, No Contractor or Subcontractor may be listed on a bid proposal for a public Works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

No Contractor or Subcontractor may be awarded a contract for public Work on a public Works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Prime Contractor is required to post job Project Site notices prescribed by regulation. See 8 Calif. Code Regulation §16451(d).

Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner.
<https://apps.dir.ca.gov/ecpr/das/altlogin>

14. MODIFICATIONS OF CONTRACT DOCUMENTS

A. ALTERATIONS, MODIFICATIONS AND FORCE ACCOUNT WORK

1. No modification or deviation from the Drawings and Specifications will be permitted except by written Change Order.
2. CITY may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, CITY reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such CITY-furnished labor, materials, and equipment.
3. Changes affecting time or price of the Work shall be set forth in a written Change Order that shall specify: (1) the Work performed in connection with the change to be made; (2) the amount of the adjustment of the Contract price, if any, and the basis for compensation for the Work ordered; and (3) the extent of the adjustment in the Contract time, if any. A Change Order will fully abide by the “**Work by Contractor**” paragraphs below and will not become effective until signed by CITY.

Work by Contractor:

The following percentages may be added to the Contractor’s costs and shall constitute the maximum allowable markup for all overhead, increase in Contractor’s bond or insurance, administrative expenses and/or profit on work performed by the Contractor:

a) Labor	15%
b) Materials	15%
c) Equipment Rental	15%
d) Other Items and Expenditures	15%

Work by Subcontractor:

When any part of the extra work is performed by a Subcontractor, of any tier, the markup established above (in **Work by Contractor**) shall be applied, and limited, to the Subcontractor’s actual cost of such work. Contractor markup on Subcontractor work shall be limited to five (5%) percent.

No payment shall be made for any item not set forth above (in **Work by Contractor** or in **Work by Subcontractor**), including without limitation, Contractor's overhead, general administrative expense, supervision or damages claimed for delay in prosecuting the remainder of the Work.

This provision shall not be construed to preclude the recovery of damages by the Contractor stemming from delay for which the Owner/CITY is responsible, which is unreasonable under the circumstances involved, and which was not within the contemplation of the Owner/CITY and the Contractor.

4. Changes not affecting the time or price of the Work, in CITY's discretion, may be set forth in a written Request for Information (RFI) executed by CITY or other written form approved by the CITY. Execution of such an RFI constitutes Contractor's agreement to make the specified change without change to the Contract Price or the Contract Time.
5. No changes or deviations from Contract Documents affecting time or price of the Work will be made without the authority of an approved Change Order or Construction Change Directive, except in cases of emergency discussed herein.
6. Contractor in accordance with Contract Documents shall diligently carry out all Change Orders. If changes ordered in design, Workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in Contract Documents shall be increased or decreased by the amount that Contractor and CITY may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then CITY shall reach a determination, which shall be final, subject to Contractor's rights under Paragraph 12 of these General Conditions. In all cases Contractor shall perform the changed Work as directed by CITY subject to Contractor's rights under Paragraph 12 of these General Conditions. In the event the CITY exercises its rights to decide disputed issues pertaining to changed Work, as set forth above, then the resulting Change Order shall be effective when signed by the CITY and notwithstanding the fact that the Contractor has not signed it.
7. Contractor shall, upon CITY's request, permit inspection of the original unaltered Project Bid estimate, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with the cost proposal.
8. Changes in the Work made pursuant to this Paragraph and extensions of Contract Time necessary by reason thereof shall not in any way release the guarantees/warranties given by Contractor pursuant to provisions of Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.
9. Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-Project Site or off-Project Site costs based on formulas, e.g., "Eichleay" or other formula. Rather, Contractor must prove

actual costs resulting from such delays. If Contractor requests compensation for delay to the construction, then Contractor must prove and document actual costs plus markup in order to request, claim or prove compensation for delay.

10. A performance bond rider covering the changed Work must be executed and delivered to CITY before proceeding with the Work. Contractor is charged with knowledge of CITY's approved change order limits and procedures in effect at the applicable time.

B. ENTIRE AGREEMENT

Contract Documents and any approved and authorized Change Orders shall represent the entire and integrated agreement between CITY and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. Contract Documents and any Change Orders shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied that relate in any way to the subject matter of Contract Documents or written modifications. CITY and Contractor represent and agree that, except as otherwise expressly provided in Contract Documents, they are entering into Contract Documents and any subsequent written modification in sole reliance upon the information set forth or referenced in Contract Documents or Change Orders and the parties are not and will not rely on any other information.

C. EFFECT OF WAIVERS

Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

15. TIME ALLOWANCES

A. TIME ALLOWANCES FOR PERFORMANCE OF CONTRACT DOCUMENTS

1. When Contractor and CITY have signed the Contract Documents, CITY will serve a Notice to Proceed upon Contractor to that effect, either by depositing notice in a post office or post office box regularly maintained by United States Postal Service in a pre-paid wrapper directed to Contractor at legal address or (at CITY's option) by delivery by other means at legal address.
2. The start date for Contract Time shall be as provided in paragraph 3.B of these General Conditions. The total number of Work days for completion of the Work under Contract Documents shall be as provided in Paragraph 1 of the Contractor Agreement.

B. CHANGE OF CONTRACT TIME

1. The Contract Time may only be changed by Change Order, and all time limits stated in Contract Documents are of the essence of Contract Documents. The Contract Time will be adjusted in an amount equal to the time lost due to (a)

changes in the Work ordered by CITY; (b) acts or neglect by CITY, any CITY representative, utility owners or other contractors performing other Work, provided that Contractor has fully and completely performed its responsibilities under Contract Documents; (c) fires, floods, epidemics, abnormal weather conditions, earthquakes, civil or labor disturbances, strikes or acts of God, provided damages resulting therefrom is not the result of Contractor's failure to protect the Work as required by Contract Documents. The Contract Time shall not be extended for such causes, however, unless Contractor can actually document with proof that it has been prevented from completing any part of the Work within the Contract Time due to delay that is (i.) beyond Contractor's control and due to reasons for which Contractor is not responsible; (ii.) a claim for delay is made as provided herein; and (iii.) Contractor submits a Time Impact Analysis that demonstrates actual delay to Work activities that actually delay the progress of the Work in the amount of time requested. Delays attributable to and within the control of a subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor.

2. Where Contractor is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both CITY and Contractor (including, but not limited to, abnormal or adverse weather of all types within or beyond the parameters referenced below and acts of other contractors or utilities), an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation), shall be Contractor's sole and exclusive remedy for such delay.
3. Contractor must present as its claims, all subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. CITY shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project, including without limitation (a) delays caused by or within the control of Contractor, (b) changes in the Work ordered by CITY or any CITY representative, (c) acts or neglect by CITY, utility owners or other contractors performing other Work, (d) fires, floods, abnormal weather conditions, earthquakes, civil or labor disturbances, strikes or acts of God, (e) other contractors performing other Work as contemplated by Paragraph 6, or (f) claimed deficiencies in Project design.
4. Delays due to abnormal or adverse weather conditions shall not be allowed for weather conditions which fall within the parameters listed herein. Adverse weather delays may be allowed only if the number of Workdays of adverse weather exceeds these parameters on a monthly basis and Contractor proves that adverse weather actually delayed Work on the critical path of the project. Contractor shall provide written notice of intent to claim an adverse weather day within one day of the adverse weather day occurring. Rain parameters are as follows, pro-rated in the individual month Contractor starts and finishes Work:

Rain Workdays: January, [6]; February, [6]; March, [5]; April, [3]; May, [1]; June, [0]; July, [0]; August, [0]; September, [0]; October, [2]; November, [4]; December, [6]. The Contractor shall anticipate a total of **33** Workdays for each

complete year and include said Workdays in accordance with these general conditions.

In order to qualify as a rain day with respect to the foregoing parameters, daily rainfall must exceed .10 of an inch or more at the Metro Oakland International Airport, Oakland, California, weather station, as measured by the National Oceanic & Atmospheric Administration, and Contractor must prove that the rain actually caused critical project delay as set forth above and below.

5. Delays due to abnormal or adverse weather conditions shall not be a prima facie reason for an extension of Contract Time. Contractor shall make every effort to continue Work under prevailing conditions. Delays due to abnormal or adverse weather conditions will be allowed provided Contractor can prove abnormal or adverse weather conditions at the Project Site prevented the Contractor from proceeding with seventy-five percent (75%) of the scheduled crew labor and equipment resources engaged on critical path activities identified on the accepted and most current CPM progress schedule update at the time of the abnormal or adverse weather condition, and 75% of the crew did not Work more than three (3) hours. Abnormal or adverse weather delays meeting the criteria in this paragraph are deemed beyond the control of both CITY and Contractor, and an extension of Contract Time (or milestones) due to such a delay shall be the Contractor's sole and exclusive remedy for such a delay.
6. Rain delay shall be recognized for the actual period of time Contractor proves it was delayed by rain in accordance with the above parameters and requirements. For example, and not by way of limitation, if rain exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves that rain exceeding the specified parameters causes delay to Contractor for a period longer than one day, then Contractor shall be entitled to a time extension equal to the actual period of such delay.
7. Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Project Site, providing access roads un-impacted by abnormal or adverse weather and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for CITY to not grant a time extension due to abnormal or adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

C. NOTICE OF DELAY

Within seven (7) calendar days of the beginning of any delay Contractor shall notify CITY in writing, by submitting a notice of potential claim, of all anticipated delays resulting from the delay event in question. Any request for extension of time shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the claimant is entitled as a result of the occurrence of said event. CITY shall determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this paragraph.

D. NO DAMAGES FOR CONTRACTOR CAUSED DELAY

Contractor shall not be entitled to any time extension or compensation, including but not limited to extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays caused in whole or in part by Contractor's failure to perform its obligations under Contract Documents, or during periods of delay concurrently caused by Contractor and either CITY or others. Contractor may receive time extension and be compensated for delays caused directly and solely by CITY except that Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:

1. CITY's right to sequence the Work in a manner which would avoid disruption to CITY's tenants, including noticing requirements thereto and their contractors or other prime contractors and their respective subcontractors, exercised as a result of Contractor's failure to perform its cooperation and coordination responsibilities required by Contract Documents, CITY's enforcement of any government act or regulation, or the provisions of Contract Documents.
2. For changed Project Site conditions that are beyond the parties' contemplation, except that CITY may approve direct costs associated with unknown conditions (but not costs or damages which result from such delays); and
3. Extensive requests for clarifications to Contract Documents or modifications thereto, provided such clarifications or modifications are processed by CITY or its consultants in a reasonable time commensurate with Contract Documents requirements.

E. LIQUIDATED DAMAGES

1. Time is of the essence. Execution of Contract Documents by Contractor shall constitute acknowledgement by Contractor that Contractor understands, has ascertained and agrees that CITY will actually sustain damages in the amount fixed in Contract Documents for each and every Work day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Contractor and CITY agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by CITY as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
2. Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by CITY for increased project administration expenses, including extra inspection, construction management and Architectural and engineering expenses and interest expenses related to the Project and Contract Documents because Contractor failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof. Liquidated damages shall not be deemed to include within their scope additional damages arising from defective Work, lost revenues, cost of completion of the Work, cost of substitute facilities, or damages suffered by others or other forms of liability claimed against CITY as a result of delay (e.g., delay or delay related claims of other contractors, subcontractors or tenants), and defense costs thereof; Contractor shall be fully responsible for the actual amount of any such damages it causes, in addition to the liquidated

damages otherwise due CITY.

3. There shall be deducted from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then accrued liquidated damages. Should Contractor fall behind the approved Progress Schedule, CITY reserves the right to deduct liquidated damages based on its estimated period of late completion. CITY need not wait until Final Completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to CITY.

16. WORKING CONDITIONS AND PREVAILING WAGES

A. USE OF PROJECT SITE/SANITARY RULES

1. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets and adequate sanitary supplies for use of Contractor's and Subcontractors' employees on the Project Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to CITY's approval. Contractor is responsible for removing graffiti or replacing portable toilets that include graffiti on the interior or exterior of the toilets.
2. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of Workers to the Project Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by CITY, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.
3. During the progress of the Work, Contractor shall keep the Project Site free from dirt, litter, trash and other debris resulting from the Work. Contractor also shall protect equipment and materials from damage by weather. Contractor shall comply with Section 01 74 00 of the General Requirements for the off-haul / recycling / disposal of all waste materials, rubbish and debris from and about the Project Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by CITY at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.
4. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or

any other system existing, shall perform its Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

B. PROTECTION OF WORK, PERSONS AND PROPERTY

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in any safety program established by CITY, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all damage to Work, property or structures, and all injuries to persons, arising from the performance of Contract Documents.

1. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
2. Contractor shall remedy all damage, injury or loss to any property referred to in Paragraph 16.B, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. CITY and of its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.
3. Contractor shall designate a qualified and experienced safety representative at the Project Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
4. CITY may, at its option, retain such moneys due under Contract Documents as CITY deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and CITY receives satisfactory evidence to that effect.

C. RESPONSIBILITY FOR SAFETY AND HEALTH

1. Contractor shall ensure that its and each tier of subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Project Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and CITY's safety regulations as amended from time to time. Contractor shall comply with all CITY directions regarding protective clothing and gear.
2. Contractor shall be fully responsible for the safety of it and its

subcontractors' employees, agents and invitees on the Project Site, including all CITY and City employees, City Council acting as Board of Commissioners, officials, officers, volunteers and representatives. Contractor shall notify CITY in writing, of the existence of hazardous conditions, property or equipment at the Project Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

The Contractor shall conform to current and future health officer orders issued by the Alameda County Public Health Department, including but not limited to Health Officer Order 20-10, Appendix B-1, Small Construction Project Safety Protocol, and/or Appendix B-2, Large Construction Project Safety Protocol.

3. Contractor shall confine all persons acting on its or its subcontractors' behalf to that portion of the Project Site where Work under Contract Documents is to be performed: CITY designated routes for ingress and egress thereto; and any other CITY designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

D. EMERGENCIES

In emergencies affecting the safety or protection of persons or Work or property at the Project Site or adjacent thereto, Contractor, without special instruction or authorization from CITY, is obligated to act, with best efforts, to prevent threat and damage, injury or loss, until directed otherwise by CITY. Contractor shall give CITY prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If CITY determines that a change in Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

E. USE OF ROADWAYS AND WALKWAYS

Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning interference and with CITY's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues per Caltrans standards. Unless otherwise provided in Contract Documents, Contractor shall bear the cost of these temporary facilities.

F. NONDISCRIMINATION

No person or entity shall discriminate in the employment of persons upon public Works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the Government Code. Every

contractor for public Works violating the provisions of Section 1735 of the Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code.

G. PREVAILING WAGES

1. Contractor shall pay to persons performing labor in and about Work provided for in Contract Documents an amount not less than the general prevailing rate of per diem wages for (1) Work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime Work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of Worker or mechanic needed to execute this contract.
2. Contractor shall forfeit, as a penalty to CITY, Fifty Dollars (\$50.00) for each laborer, Worker, or mechanic employed in performing labor in and about the Work provided for in Contract Documents for each calendar day, or portion thereof, that such laborer, Worker or mechanic is paid less than the said stipulated rates for any Work done under Contract Documents by him or her or by any subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph 16.G.2 and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under Contract Documents, pursuant to these General Conditions and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by CITY. The Labor Commissioner pursuant to Labor Code section 1775 shall determine the final amount of forfeiture.
3. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for Work for Work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime Work fixed in the Labor Code. Contractor stipulates that it shall comply with all applicable wages and hour laws, including without limitation Labor Code Section 1813.

H. ENVIRONMENTAL CONTROLS

Contractor shall comply with all rules, regulations, ordinances and statutes that apply to any Work performed under Contract Documents including, without limitation, any toxic, water and soil pollution controls and air pollution controls specified in Government Code, Section 11017. Contractor shall be responsible for insuring that Contractor's employees, subcontractors and the public are protected from exposure to airborne hazards or contaminated water, soil or other toxic materials used during or generated by activities on the Project Site or associated with the Project.

I. TRENCH SAFETY PLAN

1. At least five (5) calendar days in advance of excavating any trench five feet or more in depth, Contractor shall submit to CITY a detailed plan showing the shoring, bracing and sloping design and other provisions to be made for Worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.
2. During the course of Work, Contractor shall be responsible for determining where sloping, shoring and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five (5) feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. CITY's acceptance of any drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this Paragraph.

J. PURCHASES OF MINED MATERIALS REQUIREMENT

1. Contractor shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).
2. Within five days of award of contract, Contractor shall submit a report to City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: www.conservation.ca.gov/OMR/ab_3098_list/index.htm. Note that the list – and access to it - changes periodically and should be reviewed accordingly.

END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pacific Diversified Insurance Services 363 Civic Dr. Suite 100 Pleasant Hill CA 94523	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 925-686-2860 E-MAIL: Certificates@pdins.com FAX (A/C, No): 925-686-6118														
INSURED G & G Builders Inc 4542 Contractors Place Livermore CA 94551	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Landmark American Insurance Company</td> <td>33138</td> </tr> <tr> <td>INSURER B: Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td>INSURER C: Endurance American Specialty</td> <td></td> </tr> <tr> <td>INSURER D: Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER E: California Automobile Insurance Company</td> <td>38342</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Landmark American Insurance Company	33138	INSURER B: Navigators Specialty Insurance Company	36056	INSURER C: Endurance American Specialty		INSURER D: Ohio Security Insurance Company	24082	INSURER E: California Automobile Insurance Company	38342	INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 169279858**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: </div>	Y	Y	LHA141145	7/25/2020	7/25/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div>	Y	Y	BA040000063603	11/22/2020	11/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ELD30001905000	8/5/2020	7/25/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B D	Pollution Liability Rented/Leased Equipment			NY19ECPX00287NC BKS56637643	12/18/2019 7/25/2020	7/25/2021 7/25/2021	Gen Agg./Each Incdt. 1,000,000 Deductible: 5,000 Rented/Leased Limit: 225,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by the written contract, the following endorsements apply to the Certificate Holder and/or any other entity named in this section: General Liability Additional Insured (Ongoing & Completed Operations) CG2010 04-13 & CG2037 04-13, Waiver of Subrogation RSG14048 10-08, Primary & Non-Contributory CG2001 04-13, Per Project Aggregate CG2503 11-85; Auto Liability Additional Insured, Waiver of Subrogation and Primary & Non-Contributory MCA85100817-CA.

City of Alameda, its City Council, boards, commissions, officials, employees and volunteers

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6/28/2021

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda
 Public Works Dept.
 950 West Mall Square, Room 110
 Alameda, CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSURED
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR – DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO – COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

VI. FELLOW EMPLOYEE COVERAGE:

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
 - (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
 - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightningSubject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
 - a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

XII. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us
We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 1. Any covered "auto" you lease, hire, rent or borrow; and
 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

- e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:
 - (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

- e. Anywhere in the world if:
 - (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

POLICY NUMBER: LHA141145

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A., B., AND C. BELOW	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: LHA141145

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: **LHA141145**

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT – AGGREGATE LIMITS OF INSURANCE
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

POLICY NUMBER: LHA141145

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

LANDMARK AMERICAN INSURANCE COMPANY

This Endorsement Changes The Policy. Please Read It Carefully.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

SCHEDULE

Name of Person or Organization:

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:**

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payment we make for injury or damage arising out of your ongoing operations, "your product" or "your work" done under a written contract with that person or organization and included in the "product-completed operations hazard". This waiver applies only to the person or organization shown in the SCHEDULE above.

This endorsement effective 7/25/2020
forms part of Policy Number LHA141145
issued to G and G Builders Inc
by Landmark American Insurance Company

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2526507

DATE (MM/DD/YYYY)

6/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. 5700 W 112th Street, Ste. 100 Overland Park, KS 66211	CONTACT NAME: PHONE (A/C, No, Ext): 844-290-4908 FAX (A/C, No): E-MAIL ADDRESS: BBSIcerts@locktonaffinity.com														
INSURED Barrett Business Services, Inc. L/C/F G & G BUILDERS, INC. 4542 CONTRACTORS PLACE LIVERMORE, CA 94551	<table border="1"> <thead> <tr> <th data-bbox="815 428 1430 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 428 1572 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 459 1430 485">INSURER A: Ace American Insurance Co.</td> <td data-bbox="1437 459 1572 485">22667</td> </tr> <tr> <td data-bbox="815 491 1430 516">INSURER B:</td> <td data-bbox="1437 491 1572 516"></td> </tr> <tr> <td data-bbox="815 522 1430 548">INSURER C:</td> <td data-bbox="1437 522 1572 548"></td> </tr> <tr> <td data-bbox="815 554 1430 579">INSURER D:</td> <td data-bbox="1437 554 1572 579"></td> </tr> <tr> <td data-bbox="815 585 1430 611">INSURER E:</td> <td data-bbox="1437 585 1572 611"></td> </tr> <tr> <td data-bbox="815 617 1430 642">INSURER F:</td> <td data-bbox="1437 617 1572 642"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ace American Insurance Co.	22667	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$																
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	C68624058	10/1/2020	10/1/2021	<table border="1"> <thead> <tr> <th data-bbox="1133 1283 1192 1308">X</th> <th data-bbox="1198 1283 1273 1308">PER STATUTE</th> <th data-bbox="1279 1283 1338 1308">OTH-ER</th> <th data-bbox="1344 1283 1370 1308"></th> </tr> </thead> <tbody> <tr> <td data-bbox="1133 1314 1192 1339"></td> <td data-bbox="1198 1314 1273 1339">E.L. EACH ACCIDENT</td> <td data-bbox="1279 1314 1338 1339"></td> <td data-bbox="1344 1314 1370 1339">\$ 2,000,000</td> </tr> <tr> <td data-bbox="1133 1346 1192 1371"></td> <td data-bbox="1198 1346 1273 1371">E.L. DISEASE - EA EMPLOYEE</td> <td data-bbox="1279 1346 1338 1371"></td> <td data-bbox="1344 1346 1370 1371">\$ 2,000,000</td> </tr> <tr> <td data-bbox="1133 1377 1192 1402"></td> <td data-bbox="1198 1377 1273 1402">E.L. DISEASE - POLICY LIMIT</td> <td data-bbox="1279 1377 1338 1402"></td> <td data-bbox="1344 1377 1370 1402">\$ 2,000,000</td> </tr> </tbody> </table>	X	PER STATUTE	OTH-ER			E.L. EACH ACCIDENT		\$ 2,000,000		E.L. DISEASE - EA EMPLOYEE		\$ 2,000,000		E.L. DISEASE - POLICY LIMIT		\$ 2,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy State = CA
 Godfrey Park Rec Building Renovation

CERTIFICATE HOLDER

City Of Alameda - Public Works Department
 ATTN: Amy Wooldridge, Recreation And Parks Director
 950 West Mall Square, Room 110
 Alameda, CA 94501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Melissa D. Lewis

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