



CITY COUNCIL MEETING

February 18, 2025 at 6:00 PM

Angels Fire House – 1404 Vallecito Road

AGENDA

To view or participate in the meeting online, please use the following link:

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Meeting ID: 259 054 873 390

Passcode: NRF287

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Or call in (audio only)

[+1 209-662-6903,,253817460#](#) United States, Stockton

Phone Conference ID: 253 817 460#

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[Learn More](#) | [Meeting options](#)

In person public attendance will be available with limited seating. Seats are available on a first come, first served basis. Members of the public shall have the right to observe and offer public comment at the appropriate time.

CITY COUNCIL appreciates your interest and encourages your participation. Regularly scheduled meetings are held the 1st and 3rd Tuesday of each month. The Agenda is divided into two sections:

CONSENT AGENDA: These matters include routine financial and administration actions and are usually approved by a single majority vote.

REGULAR AGENDA: These items include significant financial and administration actions of special interest, hearings and work sessions. The numerical order of the items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Council Members. All questions shall be directed to the Mayor who, at his/her discretion, will refer to Staff.

Mayor Michael Chimento | **Vice Mayor** Caroline Schirato

Council Members Isabel Moncada, Alvin Broglio, Scott Behiel

Interim City Administrator Steve Williams | **City Attorney** Doug White

6:00 PM REGULAR MEETING

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF THE AGENDA AS POSTED (OR AMENDED)

4. PUBLIC COMMENT

The public may address the Council on any item of public interest not otherwise on the agenda that is within the jurisdiction of the city. No action may be taken. Matters to be addressed may be referred to City Staff or placed on a subsequent meeting Agenda. Speakers are limited to five minutes per person.

5. CONSENT AGENDA

- A. Approve Draft Minutes of January 21, 2025, Rose Beristianos, City Clerk
- B. Approve Draft Minutes of January 29, 2025, Rose Beristianos, City Clerk
- C. Approve Draft Minutes of February 04, 2025, Rose Beristianos, City Clerk
- D. AP Checks and Treasurer Report January 2025, Michelle Gonzalez, Finance Director

6. REGULAR AGENDA

- A. Rural Recreation and Tourism Program - Utica Park Lightner Mine Expansion Project Update, Amy Augustine, City Planner

B. **PUBLIC HEARING:**

Seconded Reading on Ordinance 542 Rezoning from Business Attraction and Expansion (BAE) to Single-Family Residential (R-1), Amy Augustine, City Planner

I. Receive Staff Report

II. Open Public Hearing

III. Receive Public Comment

IV. Close Public Hearing

- C. Approve Resolution No. 25-09, Change order no.7 for Utica Park / Lightner Mine Expansion for \$27,582 to seal coat Utica Lane, parking areas, stripe parking and approve a budget adjustment, Amy Augustine, City Planner
- D. Approve Resolution No. 25-08 - Accepting the Birds Way Engineer's Observations, Steve Williams, Interim City Administrator
- E. Approve Resolution No. 25-09 - Foundry Lane Extension Preliminary Grading Project, Steve Williams, Interim City Administrator
- F. Approve Resolution No. 25-10 - Authorizing the Release of Construction Documents for Bidding for City of Angels Mark Twain Water System Improvements Project, Dave Richard, City Water/Wastewater Engineer
- G. Approving a Professional Services Agreement Extension of Time with Dewberry - Angels Camp Pedestrian & Bicycle Improvements Project, Steve Williams, Interim City Administrator
- H. Approving an Agreement between the City of Angels and PG&E for PG&E's Use of Approximately 15 Acres at 2600 Highway 49, Angles Camp, Ca (APN 064-003-026-000) as a Temporary Construction Easement for a Period of Three Years Beginning July 1, 2025, Steve Williams, Interim City Administrator
- I. Approving a Side Letter with the Angels Police Officers Association for Signing and Retention Bonuses, Steve Williams, Interim City Administrator
- J. Approve an Amended Employment Agreement between the City of Angels and Pamela Caronongan for the Position of City Administrator, Steve Williams, Interim City Administrator

7. ADMINISTRATION REPORT

8. COUNCIL REPORT

9. CORRESPONDENCE

A. 39th District Agricultural Association Letter Regarding 2025 Youth Parade

10. CALENDAR

A. 2025 Calendar

11. FUTURE AGENDA ITEMS

12. ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at City Hall 209-736-2181. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II) Materials related to an item on this Agenda submitted to the City Council after distribution of the Agenda packet are available for public inspection at City Hall at 200 Monte Verda Street Ste. B, Angels Camp, CA 95222 during normal business hours. The Agenda is also available on line at www.angelscamp.gov.



CITY COUNCIL MEETING

January 21, 2025 at 5:00 PM

Angels Fire House – 1404 Vallecito Road

DRAFT MINUTES

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Mayor Michael Chimente **(PRESENT)** | Vice Mayor Caroline Schirato **(PRESENT)**

Council Members Isabel Moncada, Alvin Broglio, Scott Behiel **(ALL PRESENT)**

Interim City Administrator Steve Williams **(PRESENT)** | City Attorney **(PRESENT)**

5:00PM CLOSED SESSION

1. ROLL CALL – **NOTED ABOVE**

2. ADJOURN TO CLOSED SESSION

A. Conference with Real Property Negotiators

Property Locations: 062-004-082, 062-004-075, 062-003-069, 062-003-057, 062-004-074, 062-004-076, 062-004-069, 062-004-087

Agency Negotiator: Steve Williams, Interim City Administrator

B. Public Employee Employment (Gov. Code Section 54957) Title: City Administrator, Steve Williams, Interim City Administrator,

C. Conference with Labor Negotiations (Gov't Code Section 54957.6)

Employee Organization: City of Angels Employee Association (Miscellaneous)

City of Angels Firefighter Association

City of Angels Employee's Association (Exempt)

City of Angels Camp Police Officers Association

6:00 PM REGULAR MEETING

3. ROLL CALL – **NOTED ABOVE**

4. PLEDGE OF ALLEGIANCE

5. REPORT OUT OF CLOSED SESSION

A. Conference with Real Property Negotiators

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City of Angels Firefighter Association

City of Angels Employee's Association (Exempt)

City of Angels Camp Police Officers Association

DIRECTION GIVEN TO STAFF

6. APPROVAL OF THE AGENDA AS POSTED (OR AMENDED)

INTERIM STEVE WILLIAMS PULLED ITEM 9B

ACTION: MOTION TO APPROVE THE AGENDA AS AMENDED BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER BEHIEL, PASSED 5 YES

7. PUBLIC COMMENT

LANCE RANKIE, SPOKE ABOUT FIRE PREPAREDNESS. THE RECENT LA FIRES HAS HIM CONCERNED HOW PREPARED ANGELS CAMP IS. ASKING COUNCIL AND STAFF CONDUCT AN ANALYSIS OF THE FIRE SUPPRESSION CAPABILITIES ALSO THE WATER PRESSURE ABILITIES. LIVES IN GREENHORN AND THE CONCERN IT THAT THERE IS NOT ENOUGH WATER AVAILABLE OR THE PRESSURE

PATRICIA ARKINS SPOKE ABOUT HER CONCERNS OF THE ROADS IF THERE IS A FIRE AND THAT THERE ARE A LOT OF ONE WAY IN AND ONE WAY OUT. ALSO THE BENCH OUT FRONT HAS A BROKEN BOARD.

8. CONSENT AGENDA

A. Approve Draft Minutes of January 7, 2025, Rose Beristianos, City Clerk

B. Approve Draft Minutes of January 7, 2025 Special Meeting, Rose Beristianos, City Clerk

C. Approve Draft Minutes January 14, 2025, Rose Beristianos

D. AP Checks and Treasurer Report December 2024, Michelle Gonzalez, Finance Director

ACTION: MOTION TO APPROVE THE CONSENT AGENDA BY COUNCIL MEMBER BROGLIO, SECONDED BY VICE MAYOR SCHIRATO, PASSED 5 YES

9. REGULAR AGENDA

A. Rural Recreation and Tourism Program - Utica Park Lightner Mine Expansion Project Update, Amy Augustine, City Planner

UPDATE GIVEN BY STEVE WILLIAMS

PUBLIC COMMENT: PATRICIA ARKINS, SHADE FOR THE PLAYGROUND

- B. Approving an Agreement between the City of Angels and PG&E for PG&E's Use of Approximately 15 Acres at 2600 Highway 49, Angles Camp, Ca (APN 064-003-026-000) as a Temporary Construction Easement for a Period of Three Years Beginning July 1, 2025, Steve Williams, Interim City Administrator

ITEM PULLED BY INTERIM STEVE WILLIAMS

- C. Approve an Employment Agreement Between the City of Angels and Michael Clarke for the Position of Building, Fire, Code Enforcement Officer, Steve Williams, Interim City Administrator

ACTION: MOTION TO APPROVE BY COUNCIL MEMBER MONCADA, SECONDED BY COUNCIL MEMBER BROGLIO, PASSED 5 YES

10. ADMINISTRATION REPORT – INTERIM STEVE WILLIAMS GAVE HIS REPORT

11. COUNCIL REPORT -ALL REPORTED OUT

12. CALENDAR – REVIEWED

- A. 2025 Calendar

13. FUTURE AGENDA ITEMS: CHRISTMAS SWAG STILL UP, GOLF CART ROADS, CALTRANS UPDATE ON ROUNDABOUTS, MAIN STREETS, FOUNDRY, STRATEGIC PLAN AND SETTING GOALS, STATE OF THE CITY, IMPROVE COMMUNICATION

14. ADJOURNMENT

ACTION: MOTION TO ADJOURN THE MEETING AT 6:58PM BY VICE MAYOR SCHIRATO, SECONDED BY COUNCIL MEMBER MONCADA, PASSED 5 YES

Rose Beristianos, City Clerk

Michael S. Chimento, Mayor



CITY COUNCIL SPECIAL MEETING

January 29, 2025 at 6:00 PM

Angels Fire House – 1404 Vallecito Road

DRAFT MINUTES

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Mayor Michael Chimente **(PRESENT)** | Vice Mayor Caroline Schirato **(PRESENT)**

Council Members Isabel Moncada, Alvin Broglio, Scott Behiel **(ALL PRESENT)**

Interim City Administrator Steve Williams **(PRESENT)** | City Attorney Doug White **(PRESENT)**

6:00 PM REGULAR MEETING

1. ROLL CALL – **NOTED ABOVE**
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF THE AGENDA AS POSTED (OR AMENDED)

ACTION: MOTION TO APPROVE BY COUNCIL MEMBER BEHIEL, SECONDED BY COUNCIL MEMBER BROGLIO, PASSED 5 YES

4. PUBLIC COMMENT - **NONE**
5. REGULAR AGENDA

- A. Presentation on Water Wastewater Rates and Workshop, Bartle Wells Associates (Consultant) and City Staff

PRESENTATION GIVEN, JOEL METZGAR SPOKE ON UWPA FEES, COUNCIL DISCUSSION

PUBLIC COMMENT: BRIAN STUTZMAN SPOKE ABOUT THE RATE STUDY AND THE CONCERS HE HAS FOR THE INDIVIDUALS COUNSELS AND SPEAKS WITH

6. ADJOURNMENT

ACTION: MOTION TO ADJOURN THE MEETING AT 7:53PM BY COUNCIL MEMBER MONCADA, SECONDED BY VICE MAYOR SCHIRATO, PASSED 5 YES



CITY COUNCIL MEETING

February 04, 2025 at 6:00 PM

Angels Fire House – 1404 Vallecito Road

DRAFT MINUTES

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Council Members Isabel Moncada, Alvin Broglio, Scott Behiel **(ALL PRESENT)**

Interim City Administrator Steve Williams **(PRESENT)** | City Attorney **(PRESENT)**

5:00PM CLOSED SESSION

1. ROLL CALL – **AS NOTED ABOVE**

2. ADJOURN TO CLOSED SESSION

A. Conference with Real Property Negotiators

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Agency Negotiator: Steve Williams, Interim City Administrator

B. Public Employee Employment (Gov. Code Section 54957) Title: City Administrator, Steve Williams, Interim City Administrator,

C. Conference with Legal Counsel – Anticipated Litigation Significant exposure to litigation pursuant to Gov. Code, § 54956.9(d)(2), One Case, Steve Williams, Interim City Administrator

6:00 PM REGULAR MEETING

3. ROLL CALL – **AS NOTED ABOVE**

4. PLEDGE OF ALLEGIANCE

5. RECOGNITION AND ACKNOWLEDGEMENTS

A. Proclaim the Week of February 14th through February 20, 2025 as Kindness Week in Calaveras County and Further Deem the City as Random Acts of Kindness Zone

THE MAYOR PROCLAIMED THE WEEK OF FEBRUARY 14TH TO FEBRUARY 20, 2025 AS KINDNESS WEEK.

6. REPORT OUT OF CLOSED SESSION

A. Conference with Real Property Negotiators

Property Location: 062-004-082, 062-004-075, 062-003-069, 062-003-057, 062-004-074, 062-004-076, 062-004-069, 062-004-087

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C. Conference with Legal Counsel – Anticipated Litigation Significant exposure to litigation pursuant to Gov. Code, § 54956.9(d)(2), One Case, Steve Williams, Interim City Administrator

DIRECTION GIVEN TO STAFF

7. APPROVAL OF THE AGENDA AS POSTED (OR AMENDED)

ACTION: MOTION TO APPROVE THE AGENDA BY COUNCIL MEMBER BEHIEL, SECONDED BY COUNCIL MEMBER MONCADA, PASSED 5 YES

8. PUBLIC COMMENT - NONE

9. CONSENT AGENDA - NONE

10. REGULAR AGENDA

A. Approve Resolution No. 25-07, A Resolution of the City of Angels, City Council, Regarding the Public Hearing for Water and Wastewater Service Fees, Steve Williams, Interim City Administrator

COUNCIL AND STAFF DISCUSSION

PUBLIC COMMENT: BRIAN STUTZMAN SPOKE ABOUT THE MEETINGS WE HAVE HAD AND WE SHOULD MOVE FORWARD WITH THE PROPOSITION 218

ACTION: MOTION TO APPROVE RESOLUTION NO. 25-07, ITEM A, BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER BEHIEL, PASSED 5 YES

B. PUBLIC HEARING:

Conduct a Public Hearing Pursuant to Proposition 218, and Approve Resolution No. 25-06, A Resolution of the City of Angels, City Council, Concluding the Proposition 218 Process and Authorizing the Water and Wastewater Rate Increase for Fiscal Year 2025/26 through Fiscal Year 2029/30, Steve Williams, Interim City Administrator

I. Receive Staff Report – STAFF REPORT GIVEN WITH A QUICK OVERVIEW OF THE PRESENTATION THAT WAS GIVEN AT THE WORKSHOP ON JANUARY 29, 2025

II. Open Public Hearing - OPENED

III. Receive Public Comment –

MIKE ZELKIE PROVIDED HIS PROTEST LETTER AND SPOKE OPPOSED TO THE RATE INCREASE, REASON WERE UWPA HAS BALLOONED OUT OF CONTROL, CITY HAS 6 EMPLOYEES, EAST BAY MUD HAS LESS, CUTS SHOULD BE MADE BEFORE INCREASES

FRANCISCO DELACRUZ, NON REVENUE WATER LOSS STATICS, WHAT IS THE AVERAGE, KNOWN AS LEAKS OR LOSSES

SHARRON CAKONEY, MENTIONED WHEN SHE MOVED IN TO HER HOUSE THE RATE WAS AROUND \$112 AND THERE WAS NOT AN INCREASE UNTIL 5 YEARS AGO AND IT WAS A LARGE. SHE WOULD REQUEST SMALL INCREMENTS INCREASES

IV. Close Public Comment – **CLOSED**

RESOLUTION LANGUAGE CLEAN UP, FIX SHOULD BE EXPERIENCE AND REQUIRE COUNCIL MEMBER DISCUSSION

ACTION: MOTION TO APPROVE RESOLUTION NO. 25-06 BY COUNCIL MEMBER BROGLIO, SECONDED BY VICE MAYOR SCHIRATO, PASSED 5 YES

- C. Rural Recreation and Tourism Program - Utica Park Lightner Mine Expansion Project Update, Amy Augustine, City Planner

UPDATE GIVEN

PATRICIA ARKINS SPOKE ABOUT THE SEAL COATING, SHADE COST AND ASKED WHERE THE MONEY FROM THE BENCHES AND TREES ARE GOING. STATED MAYBE THE FUNDS COULD COVER THE SEAL COAT AND SHARE

D. PUBLIC HEARING:

Approving Resolution 25-02, A General Plan Amendment from Business Attraction and Expansion (BAE) to Singel Family Residential (SFR) on Assessor's Parcels 057-023-023 and 057- 023-024 Totaling 4.88± and First Reading on Ordinance 542 Rezoning from Business Attraction and Expansion (BAE) to Single-Family Residential (R-1), and Schedule the Seconded Reading for February 18, 2025, Amy Augustine, City Planner

I. Receive Staff Report – **STAFF REPORT GIVEN**

II. Open Public Hearing - **OPENED**

III. Receive Public Comment - **NONE**

IV. Close Public Hearing – **CLOSED**

ACTION: MOTION TO APPROVE RESOLUTION NO. 25-02 AND SET FEBRUARY 18TH 2025 AS THE SECOND HEARING BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER BEHIEL, PASSED 5 YES

- E. Approve Resolution No. 25-04 Modifying Chapter 9, Section B2 – Serial Meetings, and Resolution No. 25-05 Adding Chapter 5, Section C2e – Mayor Letter of Support and Authorizing Updates to the City Official Handbook, Steve Williams, Interim City Administrator

ACTION: MOTION TO APPROVE RESOLUTION NO. 25-04 BY COUNCIL MEMBER BEHIEL, SECONDED BY COUNCIL MEMBER MONCADA, PASSED 5 YES

- F. Approve Resolution No. 25-06, Accepting the Calaveras Council of Governments Electric Vehicle Charging Infrastructure Implementation Plan, Steve Williams, Interim City Administrator

ACTION: MOTION TO APPROVE RESOLUTION NO. 25-06 BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER MONCADA, PASSED 5 YES

- G. Approving an Employment Between the City of Angels and Pamela Caronongan for the Position of City Administrator, Steve Williams, Interim City Administrator

PUBLIC COMMENT: PATRICIA ARKINS ASKED IF THE ADMINISTRATOR WOULD TRANSFER OR MOVE TO THE AREA

SAM COOKE PRAISED STEVE WILLIAMS FOR A JOB WELL DONE

ACTION; MOTION TO APPROVE THE EMPLOYMENT AGREEMENT BY VICE MAYOR SCHIRATO, SECONDED BY COUNCIL MEMBER BEHIEL, PASSED 5 YES

11. ADMINISTRATION REPORT – **STEVE WILLIAMS REPORTED OUT ON THE ITEMS BELOW**

- A. Monthly Update, Steve Williams, Interim City Administrator

B. ACBA Letter - Christmas Parade

C. Monument Sign Ribbon Cutting, Steve Williams, Interim City Administrator.

12. COUNCIL REPORT – **ALL REPORT OUT**

13. CORRESPONDENCE: **LETTER REVIEWED**

A. Habitat for Humanity Calaveras ReStore and Community Resilience Center

14. CALENDAR - **REVIEWED**

A. 2025 Calendar

15. FUTURE AGENDA ITEMS

FIREWISE, CHRISTMAS SWAG, CALTRANS UPDATE, ROAD MAINTENANCE PLAN, UPDATE ON CONDITION OF ROADS, STUDY SESSION ON GOAL SETTING ON THE STRATEGIC PLAN, CPPA COMING IN TO SPEAK ABOUT COMMUNITY CHOICE AGGREGATION, ENGINEER PROJECTS BIRDS WAY REPORT, ESTIMATE COST ON THE PLANS FORE THE PARKING LOT NEAR THE PORCH, NAPA, PGE AGREEMENT, MID YEAR BUDGET

16. ADJOURNMENT

ACTION: MOTION TO ADJOURN THE MEETING AT 8:30PM BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER MONCADA, PASSED 5 YES

MICHAEL S. CHIMENT, MAYOR

ROSE BERISTIANOS, CITY CLERK



CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

MEETING DATE: February 18, 2025

TO: City Council

FROM: Michelle Gonzalez, Finance Director

RE: Monthly Accounts Payable (AP) Checks and Treasury Report

BACKGROUND

Accounts Payable and Treasury Reports for Council Review.

DISCUSSION

Staff is providing Council with the Accounts Payable and Treasury Report for the month of January, 2025

FISCAL IMPACT

No fiscal impact

ATTACHMENTS

1. Accounts Payable Checks January, 2025
2. Treasury Report January, 2025



Bank Reconciliation

Board Audit

User: mgonzalez
Printed: 02/11/2025 - 4:04PM
Date Range: 01/01/2025 - 01/31/2025
Systems: '(All)'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 010 General Fund				
Department: 0000 No Dept				
0	CSJVRMA	3RD QTR WORKERS COMP. PROGRAM	01/15/2025	57,980.00
0	Hunt & Sons LLC.	fuel delivery date 12-31-24	01/02/2025	1,564.94
0	Hunt & Sons LLC.	FUEL DELIVERY DATE 1/6/25	01/08/2025	948.10
0	Hunt & Sons LLC.	FUEL DELIVERY DATE1-13-25	01/15/2025	1,161.95
0	Hunt & Sons LLC.	FUEL DELIVERY DATE 1-20-25	01/23/2025	1,360.67
0	Hunt & Sons LLC.	FUEL DELIVERY DATE 1-27-25	01/29/2025	1,271.47
93475	California Building Standards Commission	4TH QTR FEES	01/08/2025	203.00
93476	Dept. of Conservation	4TH QTR FEES	01/08/2025	208.52
Total for Department: 0000 No Dept				64,698.65
Department: 1000 City Officials				
0	CONETH SOLUTIONS, INC.	IT Services FY 2024-25	01/02/2025	398.95
0	Gateway Press	NAME PLATES	01/29/2025	97.88
0	NEXUS TECHNOLOGIES	Software subscription services fiscal year 24-25 G1 Microsoft 36	01/23/2025	211.44
93529	Calaveras County - Administration	VIDEOGRAPHER FOR COUNCIL MEETING 1/21/25	01/29/2025	269.75
Total for Department: 1000 City Officials				978.02
Department: 1500 City Attorney				
0	White Brenner, LLP	Legal Services for Fiscal Year 2024-25 as per approved budget	01/23/2025	10,194.68
Total for Department: 1500 City Attorney				10,194.68
Department: 2000 City Engineer				
0	NEXUS TECHNOLOGIES	Software subscription services fiscal year 24-25 G1 Microsoft 36	01/23/2025	38.44
93533	Dewberry Engineers Inc.	TO #20 - 2024/25 Transportation/Grant Assistance and City Projec	01/29/2025	5,310.92
Total for Department: 2000 City Engineer				5,349.36
Department: 3000 Finance & General Administrati				
0	ANGELS CLEANING SERVICES	CLEANING SERVICES 12/30/24	01/02/2025	160.00
0	ANGELS CLEANING SERVICES	CLEANING SERVICES ON 1/14/25	01/15/2025	160.00
0	ANGELS CLEANING SERVICES	CLEANING SERVICES FOR CITY HALL	01/29/2025	160.00
0	BETTER CLOUD HOSTING	AccuFund Accounting software hosting for six month Jan - Jun 202	01/02/2025	4,100.00
0	Calaveras Power Agency	Power - City Locations	01/15/2025	817.16
0	CONETH SOLUTIONS, INC.	IT Services FY 2024-25	01/02/2025	3,191.63
0	CSJVRMA	3RD QTR LIABILITY PROGRAM	01/15/2025	41,445.00
0	NEXUS TECHNOLOGIES	Software subscription services fiscal year 24-25 G3 Microsoft 365	01/23/2025	269.10
0	Price Paige & Company, CPA, LLP	Audit services FYE 06/30/2024	01/29/2025	9,284.00
93462	Calaveras Lumber Co., Inc.	INV-46224 REDI MIX CONCRETE	01/02/2025	39.31
93467	MOTHERLODE ROOFING	Repairs to roof at old City Hall	01/02/2025	16,775.00
93472	STEVE KEYZERS	CLAIM	01/03/2025	1,000.00
93480	Mountain Oasis Purified Water	WATER REFILLING AT THE CITY HALL	01/08/2025	40.07
93482	No Contract Pest Control, Inc.	GENERAL PEST CONTROL	01/08/2025	75.60
93484	Power Business Technology LLC	POSTAGE MACHINE INK	01/08/2025	171.28
93485	Quadient Finance USA, Inc	LATE FEE	01/08/2025	43.80
93507	Toshiba Financial Services	12/23/24-1/23/25	01/15/2025	911.52
93518	Longson Paper Shredding	PICKING UP 64 GALLON SHRED BIN	01/23/2025	60.00
93534	League of California Cities	MEMBERSHIP DUES FOR 2025	01/29/2025	2,956.00
Total for Department: 3000 Finance & General Admin				81,659.47
Department: 4000 Building & Planning Department				
0	ANGELS CLEANING SERVICES	CLEANING SERVICES 12/30/24	01/02/2025	40.00
0	ANGELS CLEANING SERVICES	CLEANING SERVICES ON 1/14/25	01/15/2025	40.00
0	ANGELS CLEANING SERVICES	CLEANING SERVICES FOR CITY HALL	01/29/2025	40.00
0	Calaveras Power Agency	Power - City Locations	01/15/2025	59.92
0	CONETH SOLUTIONS, INC.	IT Services FY 2024-25	01/02/2025	79.79
0	NEXUS TECHNOLOGIES	Software subscription services fiscal year 24-25 Barracuda	01/23/2025	76.89
93475	California Building Standards Commission	4TH QTR FEES	01/08/2025	-20.30
93476	Dept. of Conservation	4TH QTR FEES	01/08/2025	-10.43
93480	Mountain Oasis Purified Water	WATER REFILLING AT THE CITY HALL	01/08/2025	17.18
93482	No Contract Pest Control, Inc.	GENERAL PEST CONTROL	01/08/2025	32.40
93484	Power Business Technology LLC	POSTAGE MACHINE INK	01/08/2025	73.41
93494	CSG Consultants, Inc.	PLAN REVIEW SERVICES	01/15/2025	860.20
93507	Toshiba Financial Services	12/23/24-1/23/25	01/15/2025	390.62
93528	Roark Weber, P.E.	PROFESSIONAL SERVICES FOR DECEMBER 2024	01/23/2025	1,630.25
Total for Department: 4000 Building & Planning Dep				3,309.93
Department: 6000 Fire Department				
0	Calaveras Power Agency	Power - City Locations	01/15/2025	13.06

0	CONETH SOLUTIONS, INC.	IT Services FY 2024-25	01/02/2025	718.12
0	NEXUS TECHNOLOGIES	Software subscription services fiscal year 24-25 Barracuda	01/23/2025	8
93462	Calaveras Lumber Co., Inc.	STAPLE GUN, STAPLES	01/02/2025	5
93468	O'Reilly Automotive, Inc.	TIRE SHINE	01/02/2025	8.06
93482	No Contract Pest Control, Inc.	GENERAL PEST CONTROL	01/08/2025	108.00
93491	Burton's Fire, Inc.	Diagnose and repair E-211 problem with not shifting from road to	01/15/2025	4,719.16
93497	Hi-Tech EVS, Inc.	Repairs completed on T-217: turbo actuator, water tank level ind	01/15/2025	19,790.62
93498	Life - Assist, Inc.	SUPPLIES FOR ANGELS FIRE	01/15/2025	147.90
93507	Toshiba Financial Services	12/23/24-1/23/25	01/15/2025	316.57
93513	AT&T Mobility	ON-CALL PHONES	01/23/2025	160.96
93515	Campora Propane Service	PROPANE FUEL DELIVERED 1/3/25 TO FIRE DEP.	01/23/2025	530.13
93519	McCoy Truck Tire Service Center, Inc.	TIRE DISPOSAL	01/23/2025	20.00
93537	Precision Coachwork	SUPPLIES FOR ANGELS FIRE DEP.	01/29/2025	500.00

Total for Department: 6000 Fire Department 27,811.51

Department: 6100 Police Department

0	Calaveras Power Agency	Power - City Locations	01/15/2025	387.40
0	CONETH SOLUTIONS, INC.	IT Services FY 2024-25	01/02/2025	957.50
0	NEXUS TECHNOLOGIES	Software subscription services fiscal year 24-25 Barracuda	01/23/2025	422.88
0	Top Dog Police K9 Training & Consulting	MAINT. TRAINING FOR JODI MCDEARMID	01/02/2025	250.00
93468	O'Reilly Automotive, Inc.	TAHOE HEADLIGHT	01/02/2025	20.65
93474	Axon Enterprise, Inc.	Fleet 3 Advanced - 12 month renewal	01/08/2025	12,691.07
93478	Laurie Boire	CLEANING THE POLICE STATION DECEMBER 2024	01/08/2025	120.00
93481	MOUNTAIN AIR AUTOMOTIVE, LLC	OIL CHANGING, 2022 FORD	01/08/2025	778.66
93482	No Contract Pest Control, Inc.	GENERAL PEST CONTROL	01/08/2025	108.00
93488	AT&T	SERVICES FOR 12/4/24-2/3/25	01/15/2025	404.27
93499	MCI	LONG DISTANCE BILLING	01/15/2025	45.69
93501	PORAC	WEB SALES JANUARY	01/15/2025	250.00
93504	Sierra Motors	SERVICES FOR ANGELS CAMP POLICE DEP.	01/15/2025	1,742.23
93507	Toshiba Financial Services	12/23/24-1/23/25	01/15/2025	319.87
93514	Cal.net	SERVICES 2/3/25-3/3/25	01/23/2025	133.84
93520	MOUNTAIN AIR AUTOMOTIVE, LLC	SERVICES ON 2020 FORD - POLICE INTERCEPTOR	01/23/2025	937.60
93531	Columbia Communications, Inc.	ANGELS POLICE VEHICLE MAINT. -WAVE ANTENNA	01/29/2025	148.49

Total for Department: 6100 Police Department 19,718.15

Department: 7010 Public Works General

0	Calaveras Power Agency	Power - City Locations	01/15/2025	1,043.96
0	CDK Supply	SUPPLIES FOR THE MUSEUM	01/15/2025	26.92
0	CONETH SOLUTIONS, INC.	IT Services FY 2024-25	01/02/2025	398.95
0	NEXUS TECHNOLOGIES	Software subscription services fiscal year 24-25 G3 Microsoft 36	01/23/2025	211.44
93462	Calaveras Lumber Co., Inc.	INV-46586 SUPPLIES FOR PUBLIC WORKS	01/02/2025	853.77
93468	O'Reilly Automotive, Inc.	WD-40	01/02/2025	40.22
93479	MotherLode Answering Service, Inc.	BASIC ANSWERING SERVICES	01/08/2025	133.20
93483	PEFFER'S TREE SERVICE, LLC	INSPECTING GIANT SEQUOIA AT MUSEUM	01/08/2025	500.00
93486	Scott's Distributing	CLEANING SUPPLIES FOR PICKLED PORCH	01/08/2025	381.19
93493	Campora Propane Service	PROPANE FUEL RAGGIO CT	01/15/2025	4.86
93495	Froggy's Auto Wash & Lube	MAINT. ON 2023 CHEVY SILVERADO -PUBLIC WORKS	01/15/2025	220.43
93496	Gold Electric, Inc.	FIXED FLICKERING LIGHT NEAR HELICOPTER PAD	01/15/2025	804.87
93500	Pace Supply Corp.	Community Enhancement Projects/Utica Park Hydrant/Materials & Supplies	01/15/2025	4,823.77
93512	AFAB	WAYFINDING SIGN STICKERS	01/23/2025	45.00
93513	AT&T Mobility	ON-CALL PHONES	01/23/2025	17.52
93514	Cal.net	SERVICES 2/3/25-3/3/25	01/23/2025	133.38
93516	Gold Electric, Inc.	BUCKET TRUCK AND OPERATOR TO REMOVE BANNER ON 11-9 A	01/23/2025	337.50
93521	ANGELS CAMP CHEVRON	TIRES AND LABOR FOR 2005 INTERNATIONAL -4200 DUMP TRAILER	01/23/2025	900.30
93523	George Reed Inc.	22150 CUTBACK 3/8"	01/23/2025	501.64
93532	Copy Center	8 1/2-PART NCR	01/29/2025	81.56
93536	PEFFER'S TREE SERVICE, LLC	Tree removal and trimming at Museum and Old School	01/29/2025	5,900.00
93538	Safe-T-Lite	24" STOP SIGN	01/29/2025	103.42
93539	Scott's Distributing	CAN LINERS	01/29/2025	94.92

Total for Department: 7010 Public Works General 17,558.82

Total for Fund:010 General Fund 231,278.59

Fund: 115 General Fund Projects

Department: 2011 General GF Grants

93490	Robert E. Boyer Construction, Inc.	Utica Park Expansion and Renovation Design and Build	01/15/2025	149,111.05
1132501	Pacific Gas & Electric Co	PERMIT TO RELOCATE, REMOVE AND REINSTALL LIGHTS AT UTIC	01/13/2025	3,000.00

Total for Department: 2011 General GF Grants 152,111.05

Total for Fund:115 General Fund Projects 152,111.05

Fund: 139 Transportation Projects

Department: 2010

93533	Dewberry Engineers Inc.	Task Order #12- Unico Eng	01/29/2025	5,420.10
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Total for Department: 2010 5,420.10

Total for Fund:139 Transportation Projects 5,420.10

Fund: 245 Lighting/Landscape District

Department: 9003 Landscape & Lighting District

0	California Landscaping & Design Inc	REPLACED IRRIGATION IN PLANTERS	01/02/2025	25
0	California Landscaping & Design Inc	PLANTING 150 PLANTS, SUPPLIES AND LABOR	01/29/2025	0

93461	Calaveras Customs	LIGHT POST MAINT. MATERIALS/LABOR	01/02/2025	1,894.50
			Total for Department: 9003 Landscape & Lighting Di	Section 5, Item D. 1,894.50
			Total for Fund:245 Lighting/Landscape District	22,557.75
Fund: 272 TOT-Tourism				
Department: 3002				
0	Calaveras Power Agency	Power - City Locations	01/15/2025	1,048.80
			Total for Department: 3002	1,048.80
			Total for Fund:272 TOT-Tourism	1,048.80
Fund: 295 Coronavirus SLFRF				
Department: 2011 General GF Grants				
0	Yiftee, Inc	SUBSIDIZED E-DELIVERY FEE	01/15/2025	36.50
93517	Hinderliter, de Llamas and Associates	ECONOMIC DEVELOPMENT SERVICES - QTR 4 2024	01/23/2025	1,610.00
			Total for Department: 2011 General GF Grants	1,646.50
			Total for Fund:295 Coronavirus SLFRF	1,646.50
Fund: 300 Sewer O&M				
Department: 0000 No Dept				
93526	JINN ZHANG	Refund Check 011450-000, 138 ROCKY RIDGE LN	01/23/2025	210.61
93527	ASHLEY INGRAM	Refund Check 011124-000, 1362 BUSH ST	01/23/2025	188.11
			Total for Department: 0000 No Dept	398.72
Department: 8000 Sewer O&M				
0	Calaveras Power Agency	Power - City Locations	01/15/2025	11,667.24
0	CONETH SOLUTIONS, INC.	IT Services FY 2024-25	01/02/2025	558.53
0	DataProse LLC	BILL PERIOD 12/1-12/31/24 (INCLUDES BILLING INSERTS)	01/08/2025	2,549.57
0	NEXUS TECHNOLOGIES	Software subscription services fiscal year 24-25 Barracuda	01/23/2025	134.55
0	Northstar Chemical	Water & Wastewater chemicals FY 2024-25	01/23/2025	3,908.36
0	Springbrook Holding Company LLC	CIVICPAY TRANSACTION FEE/IVR	01/08/2025	409.50
0	USABlueBook	SUPPLIES FOR PUBLIC WORKS	01/15/2025	1,521.35
93459	Angels Sheet Metal, Inc.	GENERAL MAINTENANCE	01/02/2025	155.47
93462	Calaveras Lumber Co., Inc.	INV-47631 FISH TAPE	01/02/2025	1,130.60
93463	Condor Earth Technologies, Inc.	GROUNDWATER MONITERING AND REPORTING 11/24-12/8/24	01/02/2025	2,205.98
93464	Hach Company	LAMP REPLACEMENT	01/02/2025	408.59
93468	O'Reilly Automotive, Inc.	RETURNED CLUTCH TOOL, WRENCH SET	01/02/2025	54.34
93470	Utica Water & Power Authority	S-126 WATER DATA COLLECTION	01/02/2025	400.00
93471	Weco Industries	LEADER HOSE WITH COUPLINGS	01/02/2025	1,399.54
93473	Alpha Analytical Laboratories, Inc.	Water Testing Services FY 2024-25	01/08/2025	1,688.00
93477	Dewberry Engineers Inc.	TO #17 2024/25 Sewer General Engineering	01/08/2025	2,258.90
93479	MotherLode Answering Service, Inc.	BASIC ANSWERING SERVICES	01/08/2025	93.24
93480	Mountain Oasis Purified Water	WATER REFILLING FOR WASTEWATER	01/08/2025	57.25
93487	State Water Resources Control Board	OIT CERTIFICATION -DAKOTA WEST	01/08/2025	128.00
93488	AT&T	SERVICES FOR 12/4/24-2/3/25	01/15/2025	2,021.35
93492	Calaveras County Environmental Health	GENERATE/WASTE OIL & ANTIFREEZE	01/15/2025	331.00
93499	MCI	LONG DISTANCE BILLING	01/15/2025	21.66
93502	Quill Corporation	ITEM NUMBER -901-24582727	01/15/2025	265.29
93503	Sam Berri Towing	TOWING 2016 FORD F350 FOR WASTEWATER	01/15/2025	250.00
93505	Sonora Airco Gas & Gear	CYLINDER RENTAL	01/15/2025	8.00
93506	STATE WATER RESOURCES CONTROL BOARD	FACILITY ID- 5SSO10865	01/15/2025	42,431.00
93508	XYLEM Water Solutions U.S.A., Inc.	Replacement bulbs and quartz sleeves for the UV disinfection pro	01/15/2025	9,885.45
93514	Cal.net	SERVICES 2/3/25-3/3/25	01/23/2025	158.38
93522	Quill Corporation	OFFICE SUPPLIES FOR WASTE WATER	01/23/2025	125.66
93533	Dewberry Engineers Inc.	TO #17 2024/25 Sewer General Engineering	01/29/2025	7,451.73
			Total for Department: 8000 Sewer O&M	93,678.53
			Total for Fund:300 Sewer O&M	94,077.25
Fund: 310 Sewer Capital Replacement				
Department: 2022 Sewer Capital Replacement				
93477	Dewberry Engineers Inc.	Task order 13 Booster Way sewer replacement project.	01/08/2025	15,284.88
93533	Dewberry Engineers Inc.	Task order 13 Booster Way sewer replacement project.	01/29/2025	4,945.32
			Total for Department: 2022 Sewer Capital Replaceme	20,230.20
			Total for Fund:310 Sewer Capital Replacement	20,230.20
Fund: 350 Water O&M				
Department: 8001 Water O&M				
0	Calaveras Power Agency	Power - City Locations	01/15/2025	1,568.80
0	CONETH SOLUTIONS, INC.	IT Services FY 2024-25	01/02/2025	558.53
0	DataProse LLC	BILL PERIOD 12/1-12/31/24 (INCLUDES BILLING INSERTS)	01/08/2025	1,771.73
0	NEXUS TECHNOLOGIES	Software subscription services fiscal year 24-25 Barracuda	01/23/2025	134.55
0	Springbrook Holding Company LLC	CIVICPAY TRANSACTION FEE/IVR	01/08/2025	409.50
93460	A.T.E.E.M.	INDUCTIVE AUTOMATION SUPPORT PLAN	01/02/2025	1,228.32
93462	Calaveras Lumber Co., Inc.	INV-46937 CHAIN, CHAIN OIL, WOODCUTTER BAR	01/02/2025	1
93465	Holt of California	RENTAL ITEMS FOR PUBLIC WORKS	01/02/2025	5
93468	O'Reilly Automotive, Inc.	WIPER BLADE X2, WIPER FLUID	01/02/2025	5

93469	Pace Supply Corp.	Fire Hydrant	01/02/2025	3,754.37
93473	Alpha Analytical Laboratories, Inc.	Water Testing Services FY 2024-25	01/08/2025	0
93477	Dewberry Engineers Inc.	TO #18 2024/25 Water General Engineering	01/08/2025	0
93479	MotherLode Answering Service, Inc.	BASIC ANSWERING SERVICES	01/08/2025	5,396
93492	Calaveras County Environmental Health	HAZ MAT RELEASE RESPONSE PLAN, CUPA OVERSIGHT	01/15/2025	272.00
93506	STATE WATER RESOURCES CONTROL BOARD	FACILITY ID- 4DW0276	01/15/2025	3,630.00
93514	Cal.net	SERVICES 2/3/25-3/3/25	01/23/2025	168.38
93524	STATE WATER RESOURCES CONTROL BOARD	WATER SYSTEM ANNUAL FEES INVOICE.	01/23/2025	17,940.00
93525	State Water Resources Control Board	D2 EXAM FEE -TEAGAN DORNBUSH	01/23/2025	195.00
93533	Dewberry Engineers Inc.	TO #18 2024/25 Water General Engineering	01/29/2025	35,879.03
93535	Pace Supply Corp.	SUPPLIES FOR PUBLIC WORKS	01/29/2025	154.03
Total for Department: 8001 Water O&M				83,304.19
Total for Fund:350 Water O&M				83,304.19
Fund: 405 LAFCO Trust Fund				
Department: 9001 LAFCO				
93489	John Benoit	STAFF SERVICES FOR DECEMBER 2024	01/15/2025	4,770.40
93530	CALAFCO	CSDA MEMBER LAFCO 2025 MEMBER 35647	01/29/2025	500.00
93540	The Valley Springs News	LIGHTING DISTRICTS HEARING MSR AND SOI	01/29/2025	21.00
Total for Department: 9001 LAFCO				5,291.40
Total for Fund:405 LAFCO Trust Fund				5,291.40
Fund: 416 UWPA Resreve Fund				
Department: 3004				
93470	Utica Water & Power Authority	Quarterly JPA Contributions for Water	01/02/2025	92,500.00
Total for Department: 3004				92,500.00
Total for Fund:416 UWPA Resreve Fund				92,500.00
Fund: 417 Retiree Health				
Department: 3000				
0	Anthony Tacheira	RETIREE BENEFIT JANUARY 2025	01/17/2025	426.70
0	Billy Brown	RETIREE BENEFIT JANUARY 2025	01/17/2025	426.70
0	Gary Burns	RETIREE BENEFIT JANUARY 2025	01/17/2025	426.70
0	Judy King	RETIREE BENEFIT JANUARY 2025	01/17/2025	134.35
0	Kitchell, Jonathan	RETIREE BENEFIT JANUARY 2025	01/17/2025	348.85
0	Mary Kelly	RETIREE BENEFIT JANUARY 2025	01/17/2025	115.07
0	Richard Soracco	RETIREE BENEFIT JANUARY 2025	01/17/2025	115.07
0	William Nuttall	RETIREE BENEFIT JANUARY 2025	01/17/2025	388.13
93509	JIM HESS	RETIREE BENEFIT JANUARY 2025	01/17/2025	134.35
93510	Joseph Kitchell	RETIREE BENEFIT JANUARY 2025	01/17/2025	115.07
93511	Pamela Satterfield	RETIREE BENEFIT JANUARY 2025	01/17/2025	115.07
Total for Department: 3000				2,746.06
Total for Fund:417 Retiree Health				2,746.06
Grand Total				712,211.89

Section 5, Item D.



CITY OF ANGELS

Section 5, Item D.

TREASURER'S REPORT For the Month Ended

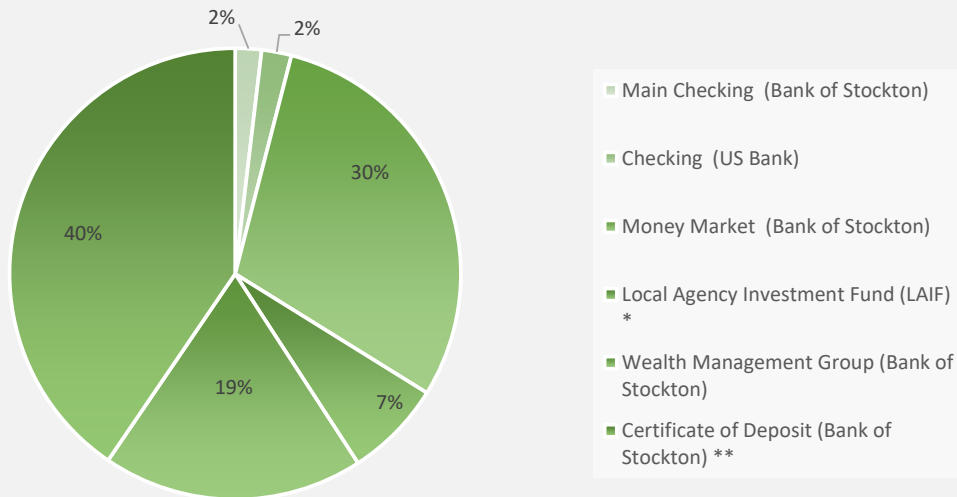
January 31, 2025

Operating Portfolios	Beginning Balance	Ending Balance	Accrued Interest	Bank Fees	% of Total
Main Checking (Bank of Stockton)	\$ 652,598	\$ 503,187	\$ 24	\$ 96	2%
Checking (US Bank)	546,570	571,476		187	2%
Money Market (Bank of Stockton)	7,202,085	7,978,568	26,483		30%
Local Agency Investment Fund (LAIF) *	1,830,243	1,871,054			7%
Wealth Management Group (Bank of Stockton)	5,000,000	5,000,000			19%
Certificate of Deposit (Bank of Stockton) **	10,782,309	10,828,094	45,785		40%
TOTAL OPERATING FUNDS	\$ 26,013,805	\$ 26,752,380	\$ 72,291	\$ 283	100%

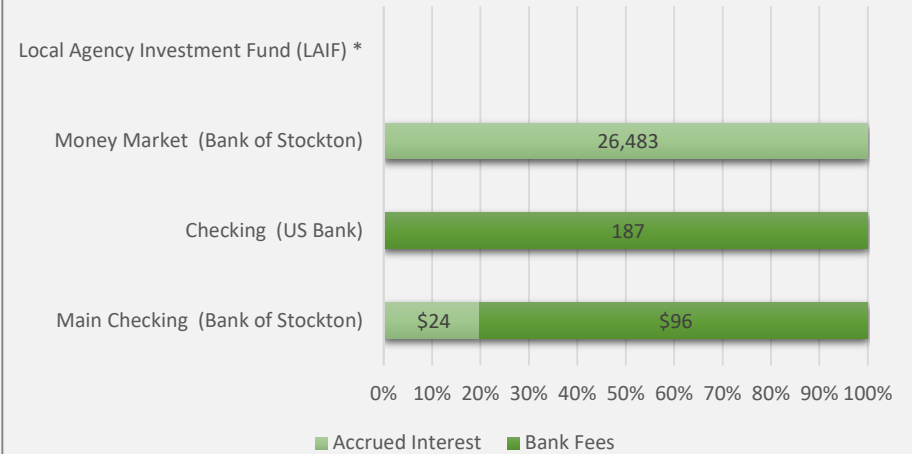
* Interest recorded Quarterly (Dec 2024)

** CD opened 6/27/2024 interest rate 5.10% Term 6 months

Composition of Operating Portfolios
January 31, 2025



Interest Earnings/Bank Fees
January 31, 2025



Total Interest Earned FY 23/24	\$	1,034,558
Total Interest Earned FY 24/25	\$	629,135



MEMORANDUM

City of Angels City Council

Date: February 18, 2025

To: City Council

From: Amy Augustine, AICP – Contract City Planner

Re: Rural Recreation and Tourism Program - Utica Park Lightner Mine Expansion Project Update

Recommendation:

Acknowledge and accept updates.

Background:

Consistent with direction from the City Council, attached is an update on the above-captioned project through February 11, 2025.

Strategic Plan Alignment

A4: Economic Development: Promote a wide variety of economic opportunities consistent with the city's social, cultural, environmental, and aesthetic resources. The proposed Rural Recreation and Tourism grant park project is intended to increase tourism through park enhancements including a stage, historical (cultural) interpretation trail, and improved pavilion for outdoor events. A new children's playground, adult/teen exercise equipment, bocce courts, hardcourts, improved pavilion and stage are intended to encourage social interactions with local theatre productions, local musical performances, movies in the park and enhanced outdoor spaces for other local events.

A5: Economic Development: Maintain and enhance the city's economic vitality while conserving the city's social, cultural, environmental, and aesthetic resources. See above.

B2 Community Identity: Design new development to be compatible with the natural, scenic, and cultural resources and rural character of Angels Camp. The Community Stakeholders Design Committee will assist with park design to ensure compatibility with cultural resources and rural character.

C7: Public Facilities and Services: Maintain or increase the levels of service currently available within Angels Camp for park facilities and infrastructure. The project will increase the size of Utica Park by 3.8± acres, add or improve numerous park amenities, and upgrade and expand infrastructure increasing the level of park facilities available to all age groups and ability levels for residents and visitors.

Discussion

Park Opening

The City contract with Boyer identifies approximately April 2, 2025, as when construction should be completed, **weather permitting and unforeseen circumstances permitting**. As noted in the following; this is not intended to be a grand opening date for the park. It is likely that hydroseeded

surfaces will require additional time to take root and must be avoided. The City Council will determine whether portions of the park outside of the lawn area can be opened to the public.

Landscaping

Landscaping installation (irrigation) began the week of 1/27/25. Trees have been ordered from PG&E. Three trees have been sold. Fourteen remain for sale at a cost of \$500 each or, for a veteran, \$350.00. The park will be hydroseeded after irrigation is installed. Staff is researching the amount of time necessary before hydroseeded patches can allow for public use (i.e., how long it takes for hydroseeding to take root). Therefore, it is possible that portions of the park that are hydroseeded may not be immediately usable when the park opens.

Lighting and Electric

The City met 1/7/25 with Calaveras Public Power Agency (CPPA) and began the process of applying for a grant to assist in funding proposed replacement lighting (two streetlights, kitchen lighting, old bathroom lighting, pavilion lighting). The Angels Camp Veteran's Memorial District has generously donated the cost of lighting the flagpole. The City met with PG&E on 2/6/25. PG&E anticipates that it could take many months to process the city's permit to re-install two light poles. This, in turn, could delay installing some landscaping (i.e., hydroseeding) or require the reinstallation of lawn areas. To avoid these delays, the City has asked PG&E to sell the six existing streetlights in the park to the City. The City is also investigating purchasing non-PG&E streetlights to install in the "older" portion of the park to avoid delays. The City already is installing non-PG&E lighting in the remainder of the park.

Infrastructure

The water line for the kitchen was installed. Much of the electrical infrastructure has been installed. Landscaping irrigation begins installation the final week in January.

Seal coat for driveway and parking

A cost of \$26,582 has been received to seal coat the parking area (and line parking spaces) following city crews performing crack sealing. The activity would be one of the final actions taken by Boyer at the park before completing their work. This item is on the 2/18/25 agenda for consideration.

Mark Twain Statue

Boyer is coordinating with Sutton Enterprises to return Mark Twain to the park. Once returned, the jumping frogs removed from the statue decades ago will be restored to the statue and a final seal coating will be applied.

Bocce Court

The bocce courts have been installed. The Council elected to use oyster shell surfacing, as originally proposed.

Hardcourts

The hardcourts are poured. Fencing is completed. Hoops will be installed at the courts just before the park opens to discourage trespass. Lining for three pickleball courts was approved with assistance from local pickleball enthusiasts and will be included on the hardcourts.

Outdoor gym

The outdoor gym equipment has arrived and is installed. The first of two rubber surfacing layers has been installed. A second, green/brown, layer will be installed as soon as dry weather and temperatures permit.

Parcourse

The general layout of the parcourse has been established. Surfacing is pending.

Benches

The completed benches made from black walnut trees removed from the park due to rot have been delivered and are in storage at the park. Approximately six are still available for purchase at a cost of \$1,500 each.

Stage

Amphitheatre wingwalls, walls, and roof have been installed. Walkways surrounding the stage were poured the week of 2/10/25.

Stairway

The new stairway from the highway into the park has been completed.

Trespass

Staff installed twenty "No Trespass" signs on the fencing at the park in response to public comment at the 1/21/25 City Council meeting.

Kitchen

Staff prepared a resilience center application to PG&E to assist with kitchen renovations that would allow for commercial use during emergencies and to investigate wiring the pavilion to the site generator to provide lighting during public safety power shutdowns. Staff will report to Council once PG&E makes a decision.

Rain

Boyer will continue park construction as weather permits.

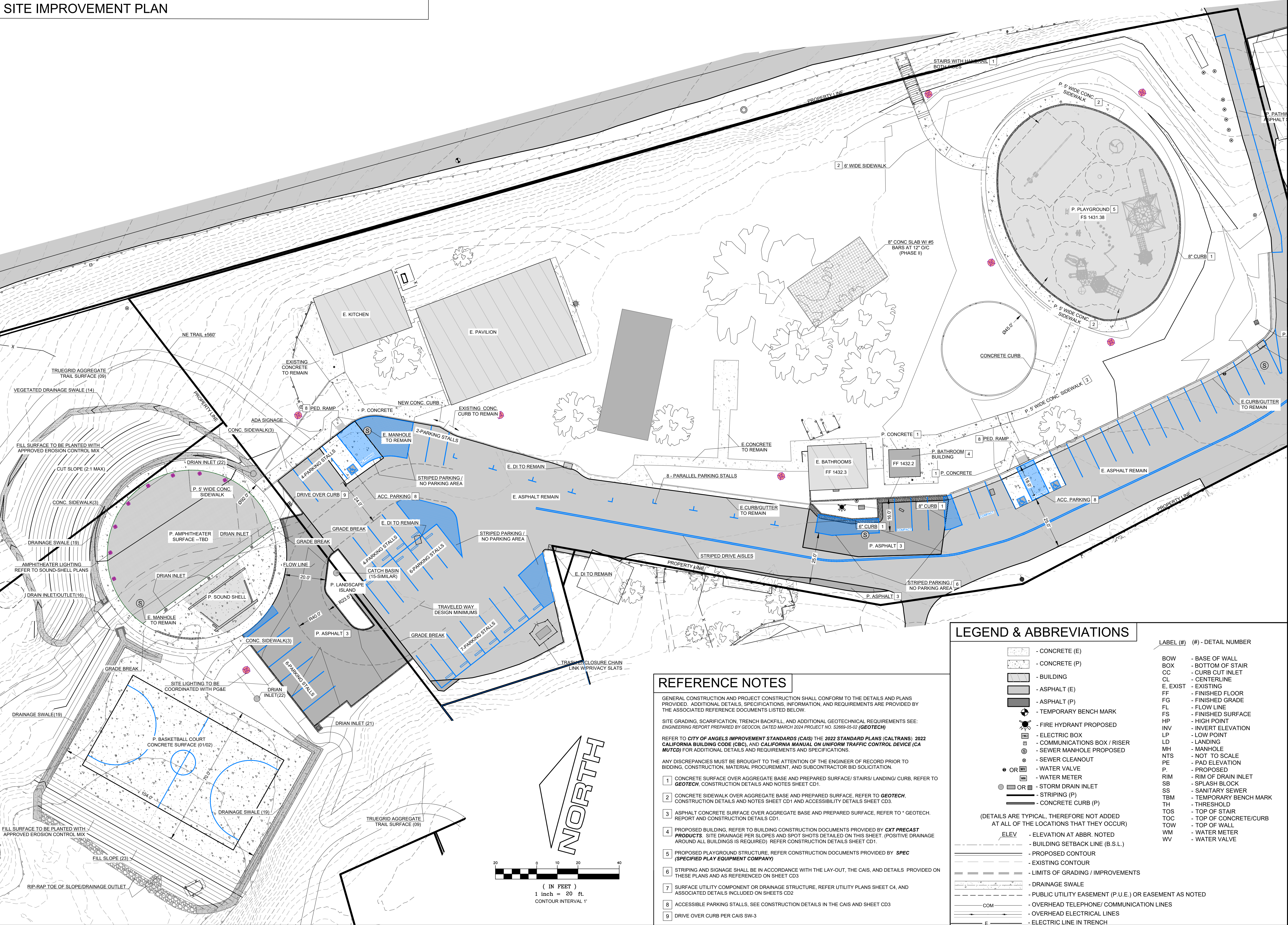
Financial Impact

See attached budget.

Attachments

- A. Approved Site Layout
- B. Budget

SITE IMPROVEMENT PLAN



REFERENCE NOTES

- GENERAL CONSTRUCTION AND PROJECT CONSTRUCTION SHALL CONFORM TO THE DETAILS AND PLANS PROVIDED. ADDITIONAL DETAILS, SPECIFICATIONS, INFORMATION, AND REQUIREMENTS ARE PROVIDED BY THE ASSOCIATED REFERENCE DOCUMENTS LISTED BELOW.
- SITE GRADING, SCARIFICATION, TRENCH BACKFILL, AND ADDITIONAL GEOTECHNICAL REQUIREMENTS SEE: ENGINEERING REPORT PREPARED BY GEOCON, DATED MARCH 2024 PROJECT NO. S2669-05-02 (GEOTECH)
- REFER TO **CITY OF ANGELS IMPROVEMENT STANDARDS (CAIS)** THE **2022 STANDARD PLANS (CALTRANS)** 2022 **CALIFORNIA BUILDING CODE (CBC)**, AND **CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICE (CA MUTCD)** FOR ADDITIONAL DETAILS AND REQUIREMENTS AND SPECIFICATIONS.
- ANY DISCREPANCIES MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD PRIOR TO BIDDING, CONSTRUCTION, MATERIAL PROCUREMENT, AND SUBCONTRACTOR BID SOLICITATION.
- 1 CONCRETE SURFACE OVER AGGREGATE BASE AND PREPARED SURFACE/ STAIRS/ LANDING/ CURB, REFER TO **GEOTECH**, CONSTRUCTION DETAILS AND NOTES SHEET CD1.
 - 2 CONCRETE SIDEWALK OVER AGGREGATE BASE AND PREPARED SURFACE, REFER TO **GEOTECH**, CONSTRUCTION DETAILS AND NOTES SHEET CD1 AND ACCESSIBILITY DETAILS SHEET CD3.
 - 3 ASPHALT CONCRETE SURFACE OVER AGGREGATE BASE AND PREPARED SURFACE, REFER TO * **GEOTECH**, REPORT AND CONSTRUCTION DETAILS CD1.
 - 4 PROPOSED BUILDING, REFER TO BUILDING CONSTRUCTION DOCUMENTS PROVIDED BY **CXT PRECAST PRODUCTS**. SITE DRAINAGE PER SLOPES AND SPOT SHOTS DETAILED ON THIS SHEET. (POSITIVE DRAINAGE AROUND ALL BUILDINGS IS REQUIRED). REFER CONSTRUCTION DETAILS SHEET CD1.
 - 5 PROPOSED PLAYGROUND STRUCTURE, REFER CONSTRUCTION DOCUMENTS PROVIDED BY **SPEC (SPECIFIED PLAY EQUIPMENT COMPANY)**.
 - 6 STRIPING AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE LAY-OUT, THE CAIS, AND DETAILS PROVIDED ON THESE PLANS AND AS REFERENCED ON SHEET CD3.
 - 7 SURFACE UTILITY COMPONENT OR DRAINAGE STRUCTURE, REFER UTILITY PLANS SHEET C4, AND ASSOCIATED DETAILS INCLUDED ON SHEETS CD2.
 - 8 ACCESSIBLE PARKING STALLS, SEE CONSTRUCTION DETAILS IN THE CAIS AND SHEET CD3.
 - 9 DRIVE OVER CURB PER CAIS SW-3.

LEGEND & ABBREVIATIONS

	- CONCRETE (E)
	- CONCRETE (P)
	- BUILDING
	- ASPHALT (E)
	- ASPHALT (P)
	- TEMPORARY BENCH MARK
	- FIRE HYDRANT PROPOSED
	- ELECTRIC BOX
	- COMMUNICATIONS BOX / RISER
	- SEWER MANHOLE PROPOSED
	- SEWER CLEANOUT
	- WATER VALVE
	- WATER METER
	- STORM DRAIN INLET
	- STRIPING (P)
	- CONCRETE CURB (P)

(DETAILS ARE TYPICAL, THEREFORE NOT ADDED AT ALL OF THE LOCATIONS THAT THEY OCCUR)

	- ELEVATION AT ABBR. NOTED
	- BUILDING SETBACK LINE (B.S.L.)
	- PROPOSED CONTOUR
	- EXISTING CONTOUR
	- LIMITS OF GRADING / IMPROVEMENTS
	- DRAINAGE SWALE
	- PUBLIC UTILITY EASEMENT (P.U.E.) OR EASEMENT AS NOTED
	- OVERHEAD TELEPHONE/ COMMUNICATION LINES
	- OVERHEAD ELECTRICAL LINES
	- ELECTRIC LINE IN TRENCH

LABEL (#) - DETAIL NUMBER	
BOW	- BASE OF WALL
BOX	- BOTTOM OF STAIR
CC	- CURB CUT INLET
CL	- CENTERLINE
E. EXIST	- EXISTING
FF	- FINISHED FLOOR
FG	- FINISHED GRADE
FL	- FLOW LINE
FS	- FINISHED SURFACE
HP	- HIGH POINT
INV	- INVERT ELEVATION
LP	- LOW POINT
LD	- LANDING
MH	- MANHOLE
NTS	- NOT TO SCALE
PE	- PAD ELEVATION
P	- PROPOSED
RIM	- RIM OF DRAIN INLET
SB	- SPLASH BLOCK
SS	- SANITARY SEWER
TBM	- TEMPORARY BENCH MARK
TH	- THRESHOLD
TOS	- TOP OF STAIR
TOC	- TOP OF CONCRETE/CURB
TOW	- TOP OF WALL
WM	- WATER METER
WV	- WATER VALVE

REVISIONS:

rev	date	description

OWNER INFORMATION:

City of Angels
P.O. Box 667
Angels Camp, Ca 95222
Ph (209) 736.2181

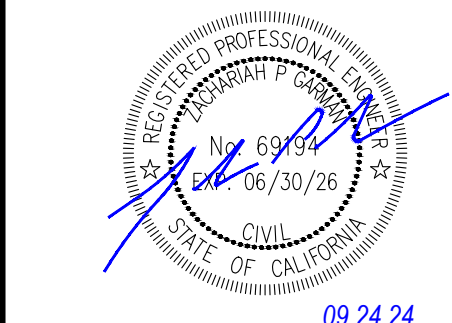
SITE INFORMATION:

APN 060-006-006/008
1075 Utica Lane
Angels Camp, CA 95222

PROJECT INFORMATION:

A Site Improvement Plan for:
Utica Park
1075 Utica Lane
Angels Camp, CA 95222

ENGINEER OF RECORD:



ISSUE DATE: 09.24.24

DRAWN BY: ZPG

CHECKED BY: RC

SCALE: 1" = 20'

DRAWING: SITE PLAN

PROJECT NO: 23-07.06

SHEET: **C2.1** OF: **7**



Four Week Schedule

UTICA																						
2/3/25																						
	T = Tentative X = Pour Day Inspection required	Current Week February					Next Week February					Week 3 February					Week 4 February					SUBCONTRACTOR
		3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	
	DESCRIPTION OF WORK	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	
1	Irrigation Infrastructure	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Alley Tree and Landscape	
2	Form, rebar and pour ADA sidewalk and curb	X	X	X	X	X	X														DSC	
3	Form and rebar amphitheater sidewalk	X	X	X	X	X		X				X	X	X	X						DSC	
4	Install gym equipment and PIP	X					X	X													SpecPlay	
5	Electrical rough-in at amphitheater		X																		Gold Electric	
6	Grade amphitheater flatwork			X																	Peterson	
7	Form and rebar - amphitheater flatwork											X	X								DSC	
8	Pour flatwork at amphitheater													X	X	X					DSC	
9	Form and pour drainage swale at amphitheater																				DSC	
10	Grade for parcourse locations																				Peterson	
11	Site Lighting											X	X	X	X	X					Gold Electric	
12	Christmas Tree Plug															X					Gold Electric	
13	Bocce Court Surfacing											X	X								Boyer	
14	Amphitheater Roofing													X	X	X					JMK	
15	Form and rebar at basketball path																X	X	X	X	DSC	
16	Interpretive Trail TrueGrid																X	X	X	X	Peterson	
17	Basketball Court Striping																X	X	X		First Serve	
18	Pour path to basketball court																		X	X	DSC	
19	Relocate Mark Twain to Site																			X	Lanzini	
20	Installation of Frogs at Park																			X	Lanzini	
21	Patch Paving																			X	Peterson Excavation	
22	Parking lot Striping																			X	Peterson Excavation	
23	Hydroseed																			X	Alley Tree and Landscape	
24	Tree Planting																			X	Alley Tree and Landscape	
NOTES:																						



MEMORANDUM

City of Angels Planning Commission

Date: February 18, 2025
To: City of Angels Planning Commissioners
From: Amy Augustine, AICP - City Planner
Re: Second Reading Bruce Ordinance 542 Rezoning

Recommendation:

Waive the second reading, open the public hearing, and approve Ordinance 542.

PROJECT DESCRIPTION:

OWNER/

APPLICANT: Ryan and Heather Bruce

LOCATION: 668 Murphys Grade Road

ASSESSOR'S

PARCEL NO.: 057-023-023 and 057-023-024 totaling 4.88± acres

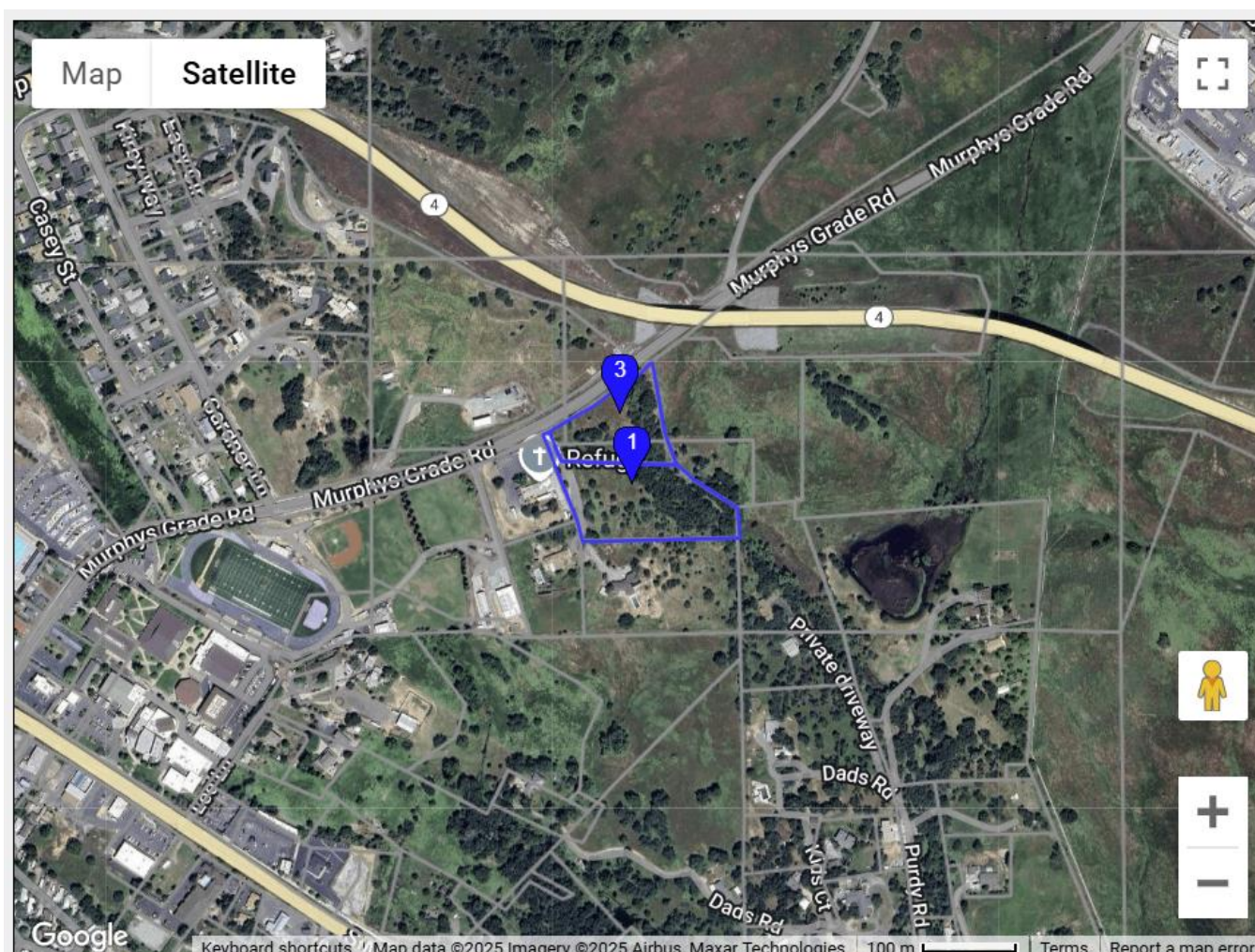
EXISTING GENERAL

PLAN/ZONING: Business Attraction and Expansion (BAE)

PROJECT DESCRIPTION:

1. Ordinance 542 to Rezone from Business Attraction and Expansion (BAE) to Single-Family Residential (R-1).

Figure 1: Project Location



BACKGROUND:

The Planning Commission heard the item on January 9, 2025, and passed Resolution of Intent 25-01 recommending that the City Council approve Single Family Residential (General Plan) and Single-Family Residential (R-1) zoning (Attachment A).

On February 4, 2025, the City Council approved a Resolution amending the general plan land use designation on the parcel from Business Attraction and Expansion (BAE) to Single-Family Residential (SFR). The Council additionally introduced, waived the first reading, held a public hearing and set February 18, 2025, for a second reading of Ordinance 542 rezoning the site from Business Attraction and Expansion (BAE) to Single-Family Residential (R-1). This item would re-introduce, waive the second reading, hold a second public hearing and allow the Council to take final action Ordinance 542.

In 2020, the Planning Commission certified an initial study/mitigated negative declaration and Conditional Use Permit for Roof Screen for project management, fulfillment and assembly operations for a light manufacturing facility in two buildings (an office and a manufacturing building) totaling approximately 19,000 square feet on the subject parcels. The owners ultimately determined that

grading costs would be too expensive at the site and located a facility just outside San Andreas, in Calaveras County.

Prior to the application for Roof Screen, an application for a 36-unit apartment complex (in three buildings) was proposed and ultimately withdrawn.

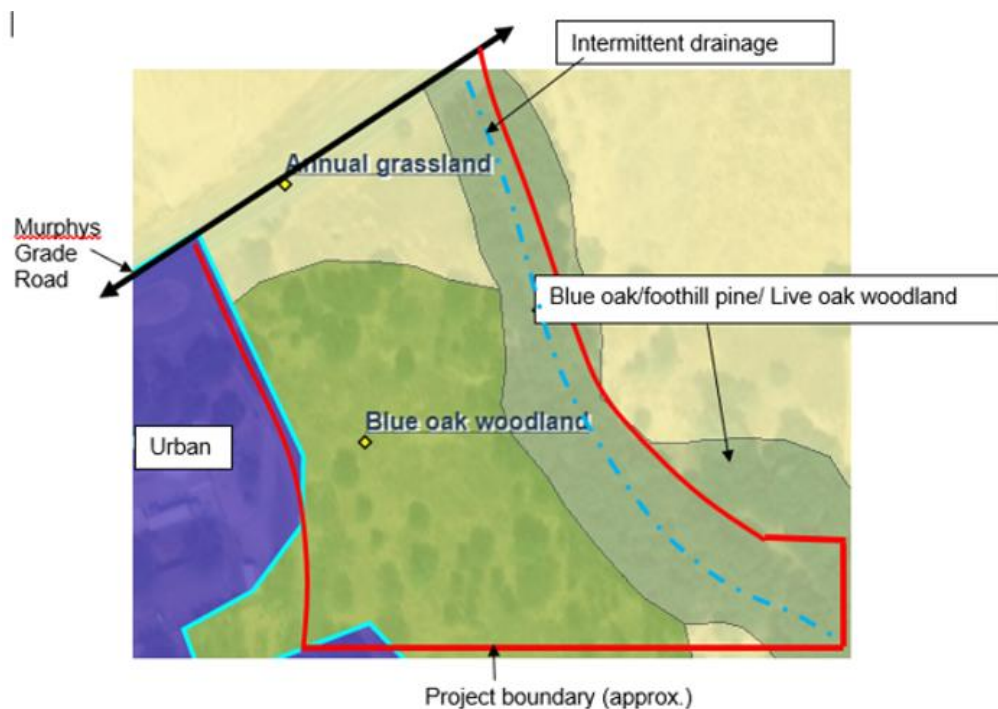
The owner now desires to sell the property and has been advised by his realtor that single-family residential (R-1) is the best use for the property. The owner has expressed agreement with either Estate Residential (RE-1) or Single-Family Residential (R-1) options.

PROJECT SETTING

The site is bounded by a westerly gravel driveway and slopes downward easterly to an onsite drainage. On-site vegetation includes a blue oak woodland and annual grassland with a north/southeast trending intermittent stream in the eastern portion of the parcel. The drainage runs through a stand of live oaks with patches of Himalayan blackberries and associated riparian vegetation. The creek is fed by a mine shaft/adit in the northernmost portion of the project site. Rhyolite cliffs in the cut at the “headwaters” of the creek include signs of animal occupation (small burrows, whitewash) and surround a large pond of water surrounded by steep sides.

On site slopes range from approximately 1,450-1,550 above mean sea level.

Figure 2: On site slopes and vegetation



ANALYSIS:

Per Section 17.90.040 of the Angels Municipal Code, prior to recommending or approving a general plan amendment, rezoning, or code change, as applicable, the planning commission and the city council shall make all the following findings:

- A. The proposed change or amendment is consistent with the city of Angels general plan; and
- B. The proposed change or amendment is consistent with the city of Angels Municipal Code; and
- C. The proposed change or amendment will not be substantially detrimental to the health, safety, or general welfare of the city.

Finding A: The proposed change or amendment conforms with the City of Angels General Plan

Pursuant to General Plan 2020, the purposes of the Single-Family Residential (SFR) general plan land use designation are:

- *To preserve the integrity of existing single-family residential neighborhoods*
- *To reserve lands best suited for future single-family development (i.e., land accessible by adequate roads, police, fire, water and sewer services on slopes generally averaging less than 15%)*
- *Location is variable but restricted to those areas that can be served by adequate water, sewer, police, fire, roads and other public services on relatively gentle slopes in close proximity to city services.*

Minimum Design Standards

- *Six dwelling units per gross acre density. Higher densities are possible through density bonuses granted for the provision of affordable housing for households of low or very low income in accordance with the general plan.*
- *Maximum impervious surfaces: 50%. Impervious surfaces totaling up to 60% are permitted for projects providing housing for low or very low-income households in accordance with the general plan. Impervious surfaces totaling up to 60% may be permitted with review and approval of the City of Angels Planning Commission subject to site specifics, project needs and environmental constraints.*
- *For parcels adjoining or visible from highways, arterials or collectors, project design shall accommodate the provision of street trees.*

If approved, a general plan amendment to SFR would allow a future landowner to apply for a subdivision with up to 29 single-family residences on separate lots with a higher density allowed for the provision of affordable housing. While such a density might be accommodated with an apartment complex of multiple stories clustered on site; it is unlikely that the site could accommodate a road system that could support up to 29 individual homes.

Alternatively, the purposes of the Residential Estate (RE) General Plan land use designation are:

- *To provide a residential alternative on relatively steep slopes that may not accommodate the city's smallest residential lots (approximately 7,500 square feet). This land use designation is intended to accommodate residential developments for landowners desiring a more rural setting than may be available within a small-lot Single-Family Residential (SFR) subdivision.*

- *Location is generally in areas with gentle slopes away from the central core of the city. The RE land use also provides opportunities for clustering on land with pockets of relatively gentle slopes (for clustering) mixed with relatively steep slopes (to be left as open space) and provides a transition between the less dense Rural Residential (RR) land use designation and the higher densities of the city.*

Minimum Design Standards are:

- *One dwelling unit per one gross acre to one dwelling unit per three gross acres dependent upon on-site slopes.*
- *Maximum impervious surfaces: 20%. Impervious surfaces totaling up to 40% may be permitted with review and approval of the City of Angels Planning Commission subject to site specifics, project needs and environmental constraints.*
- *For parcels adjoining or visible from highways, arterials or collectors, project design shall accommodate the provision of street trees.*

If, alternatively, the site was given a Residential Estate (RE) land use designation; a future landowner could subdivide the site for up to four homes (plus accessory dwellings). Given the on-site slopes and presence of an on-site drainage; the RE land use designation could be considered more suitable for a single-family based residential use on site.

General Plan 2020 Program 1.A.d Guidelines for General Plan Amendments directs that guidelines be established for evaluating general plan land use amendments for overall consistency of the proposal with the goals, objectives and policies of General Plan 2020 including, but not limited to:

Physical, social, or economic factors that were not considered at the time of general plan adoption, and the evaluation of the proposal based on the new information

During evaluation of the site for a light manufacturing facility, it was determined that truck access at the Murphys Grade/SR 49 intersection could hinder use of the site for some light manufacturing uses. While a remedy was found to address this issue, use of the site for business attraction and expansion could be hindered for some uses by the access issue.

As noted previously, relatively extensive grading would be required for some light industrial or business attraction and expansion uses on the site. Designating the site for single-family residential uses instead would reduce the likelihood of extensive grading; therefore, consideration of an alternative general plan land use designation is appropriate.

Additional lands within the city limits have been identified for potential light industrial use, therefore, the elimination of 4.88 acres of Business Attraction and Expansion (BAE) lands in this location is not expected to result in an economic issue for the city.

Based on the preceding, physical and economic factors could support reassigning the land use designation on the site from BAE to single-family residential. Therefore, this finding can be made.

a. Existing reasonable alternative sites in the vicinity that are planned for the use and can accommodate the proposal

This guideline was intended to address specific new or alternative uses and is inapplicable to the current proposal, which is general in nature.

b. The potential for the proposal to adversely affect community character

As noted below, landowners within 300 feet of the parcel were notified of the proposed project. No objections or concerns were made. Therefore, this finding can be made.

d. The effect of the proposal on the fiscal health of the city

As noted above, additional lands within the city limits have been identified for potential light industrial use, therefore, the elimination of 4.88 acres of Business Attraction and Expansion (BAE) lands in this location is not expected to result in a significant economic issue for the city.

Pursuant to General Plan Land Use Table 1-5, the R-1 zoning district is consistent only with the Single-Family Residential (SFR), Open Space (O) and Public (P) general plan land use designations. With approval of a general plan amendment from BAE to SFR, the proposed R-1 zoning would be consistent with the general plan.

Similarly, the RE-1 (Residential Estate, one acre minimum) zoning district is consistent with the Residential Estate (RE) land use designation. With approval of a general plan amendment from BAE to RE, a proposed RE-1 zoning district would be consistent with the general plan.

Based on all of the preceding, Finding A could be made for either a Single-Family Residential (SFR) or Residential Estate (RE) general plan land use designation.

Finding B: The proposed amendment is consistent with the City of Angels Municipal Code:

Per 17.18.010 of the Angels Camp Municipal Code, the purposes of the Single-Family Residential (R-1) zoning district are:

The single-family residential (R-1) district is intended to implement the city general plan's single-family residential (SFR) land use designation. The purposes and intent of the district are:

A. To preserve the integrity of existing single-family residential neighborhoods.

B. To reserve lands best suited for future single-family development.

Parcels generally will be restricted to those areas that can be served by adequate water, sewer, police, fire, roads and other public services on relatively gentle slopes (i.e., less than fifteen percent) in close proximity to city services.

The site is currently surrounded by a mix of agricultural land, single-family residences and a church. Murphys Grade road provides site access and public water and public sewer are available to the site. The majority of the site has slopes of less than 15%, although steep slopes exist adjacent to the on-site drainage through the site.

Based on the surrounding land uses and availability of services, the site may be considered suitable for single-family residential use.

Similarly, per Section 17.13.010 of the Angels Municipal Code, the residential estate, one-acre minimum (RE-1) district is intended to implement the city general plan's residential estate residential (RE) land use designation.

The purposes and intent of the district are:

To provide a residential alternative on relatively steep slopes that may not accommodate the city's smallest residential lots. This land use designation is intended to accommodate residential developments for landowners desiring a more rural setting than may be available within a small-lot single-family residential (SFR) subdivision or allow for small animal keeping.

Parcels will generally be in areas with gentle slopes away from the central core of the city. The RE land use also provides opportunities for clustering on land with pockets of relatively gentle slopes (for clustering) mixed with relatively steep slopes (to be left as open space) and provides

a transition between the less dense rural residential (RR) land use designation and the higher densities of the city.

RE-1 residential densities are not intended for very high fire hazard severity zones as mapped by the California Department of Forestry and Fire Protection. (Ord. 509 §1 (Att. A), 2021)

Based on all of the preceding, Finding B can be made for either R-1 or RE-1 zoning.

FINDING C: The proposed general plan amendment will not adversely affect the health, safety, peace, morals or general welfare of the city or its peoples.

The proposed project was circulated to landowners within 300 feet of the project site. No written or oral responses were received. Therefore, it is assumed that adjoining landowners find the proposal consistent with their neighborhood's health, safety, peace, morals and general welfare.

The proposed project was circulated to advisory agencies within the city and county. The City Engineer (water and wastewater) reviewed the project and responded that: Sewer service to the property would be provided via an 8" connection that extends to Purdy Road. The Purdy Road sewer is suspected to be a source of significant inflow and infiltration during storm events. CCTV of the line is programmed for 2025. Depending on the results of the investigation, rehabilitation of the sewer may be required.

It is noted that conditions of project approval are not attached to zoning and general plan amendments. Therefore, the condition of the sewer is noted here, but is not identified as an issue that would preclude site development in the future under the proposed amendments and is therefore not made a condition of project approval. At such time as a specific land use proposal is received, the issue will be addressed.

Based on the preceding, Finding C can be made.

ENVIRONMENTAL ANALYSIS

The proposed general plan amendment and rezoning are considered "downzoning." Approval would result in a reduced development capacity for the property in comparison to the current Business Attraction and Expansion land use designation and zoning. Pursuant to the state and City guidelines for implementing the California Environmental Quality Act (CEQA), the proposed amendment is, therefore, exempt from further review, because the proposed amendment represents a change to a less intensive land use than was approved within the scope of the 2020 General Plan Environmental Impact Report adopted for the 2020 General Plan.

ATTACHMENTS:

- A. Planning Commission Resolution of Intent 25-01
- B. City Council Ordinance 542 Rezoning from Business Attraction and Expansion (BAE) to Single-Family Residential (R-1)

CITY OF ANGELS
CITY COUNCIL
ORDINANCE 542

**APPROVING A REZONING FROM BUSINESS ATTRACTION AND EXPANSION (BAE) TO
SINGLE FAMILY RESIDENTIAL (R-1) ON ASSESSOR’S PARCELS 057-023-023 AND 057-
023-024 TOTALING 4.88±**

WHEREAS, pursuant to Angels Municipal Code Section 17.90.020, the Planning Commission may initiate a rezoning by Resolution of Intent; and

WHEREAS, the Planning Commission adopted Resolution of Intent 25-01 on January 9, 2025 recommending to the City Council approval of a rezoning to Single-Family Residential on the subject parcels; and

WHEREAS, on February 4, 2025, the City Council, at a regularly scheduled meeting, did review and consider the proposed rezoning;

WHEREAS, the City of Angels City Council did publish a notice of public hearing on January 16, 2025, and did hold a public hearing on February 4, 2025, introducing the ordinance and set February 18, 2025, holding a second public hearing to consider adoption; and

NOW THEREFORE BE IT RESOLVED that the City of Angels City Council hereby adopts Ordinance 542 based on the following findings:

1. The amendment is consistent with the City of Angels Municipal Code; and
2. The proposed change or amendment is consistent with the City of Angels General Plan;
and
3. The proposed change or amendment will not be substantially detrimental to the health, safety, or general welfare of the City; and
4. The proposed amendment is exempt from further review pursuant to the state and City guidelines for implementing the California Environmental Quality Act (CEQA) because the

proposed amendment represents a change to a less intensive land use than was approved within the scope of the 2020 General Plan Environmental Impact Report adopted for the 2020 General Plan.

The foregoing Ordinance or a summary shall, before the expiration of fifteen (15) days of its passage, be published with the names of the Council members voting for and against the same once in a newspaper of general circulation printed and published in the County of Calaveras, State of California, and said Ordinance shall take effect and be in force thirty (30) days after the passage thereof.

The foregoing Ordinance was introduced at a regular meeting of the City of Angels City Council held on February 4, 2025, and passed and adopted as an ordinance of said City at a regular meeting of said Council held on February 18, 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Michael Chimente Mayor

Rose Beristianos, City Clerk



HOME OF THE JUMPING FROG



MEMORANDUM

City of Angels City Council

Date: February 18, 2025

To: City Council

From: Amy Augustine, AICP City Planner

Re: Resolution 25-09 approving change order 7 for Utica Park / Lightner Mine Expansion for \$27,582 to seal coat Utica Lane and parking areas and stripe parking and a budget adjustment

Recommendation

The City Council may:

1. Approve Change Order 7 (Resolution 25-09)
2. Modify Change Order 7
3. Deny Change Order 7

Background/Discussion

The City Council asked staff to determine a cost to fully resurface the parking and access road (Utica Lane) as part of the Utica Park renovation and expansion project. Boyer provided a cost estimate of \$147,771.53. Council redirected staff to investigate having City Public Works crack seal the site and have Boyer seal coat the site. Public works confirms it can crack seal. Boyer provided a cost estimate for seal coating (including re-lining parking spaces) of \$26,582 (Staff is requesting a \$1,000 contingency).

The City was awarded a \$3,000,000 Rural Recreation and Tourism Grant in late 2022. The City hired Boyer for a design and build contract for the Utica Park Lightner Mine Expansion and Rehabilitation project in March of 2023 with a Notice to Proceed issued May 14, 2024. Boyer was the only bid received in response to the RFP for the expansion and renovation. A separate park contract for the children's playground was completed by SPEC. A separate contract for new park bathrooms was completed by T&S West. The three contracts were funded all or in part by the \$3,000,000 Rural Recreation and Tourism Grant. Supplemental funding has come from a state Per Capita Grant, ARPA, Angels Camp Community Club, Community Development Block Grants, and donations from Mariposa, Amador, Calaveras & Tuolumne Health Board, Inc. (MACT), Dignity Health Mark Twain Medical Center, Mark Twain Health Care District, Adventist Health, and PG&E. Additional funds are being collected for memorial/community trees and benches. Those funds will offset the costs of creating the benches, providing memorial markers for trees and benches and maintaining landscaping.

Unfunded, delayed, or eliminated park items/facilities to date include:

Item	Cost	Comment
EV charging infrastructure	\$11,500	Calaveras Council of Governments project funds to complete; Boyer adding conduit to proposed location
Drinking Fountains	\$24,000	IRWMP grant application pending
Dogi-Pots	\$5,000	Request submitted to Tractor Supply for donation
Mining cart entrance repair and/or relocation	\$3,000	Eliminated
Kitchen renovations	\$83,145	PG&E Resilience Grant pending
Renovate existing bathrooms	\$79,350	Unfunded
Additional pavilion/shade structures	@\$117,875	Unfunded
Shade structures for children's playground	TBD	Staff recommends observing park use to determine the best location, design, and need for such structures.
Parcourse stations and signs	Pending	\$5,000 donation to date, additional donations being solicited
Interpretive signs	Pending	Partial donation received

Strategic Plan Alignment

A4: Economic Development: Promote a wide variety of economic opportunities consistent with the city's social, cultural, environmental, and aesthetic resources. The proposed Rural Recreation and Tourism grant park project is intended to increase tourism through park enhancements including a stage, historical (cultural) interpretation trail, and improved pavilion for outdoor events. A new children's playground, adult/teen exercise equipment, bocce courts, hardcourts, improved pavilion and stage are intended to encourage social interactions with local theatre productions, local musical performances, movies in the park and enhanced outdoor spaces for other local events.

A5: Economic Development: Maintain and enhance the city's economic vitality while conserving the city's social, cultural, environmental, and aesthetic resources. See above.

B2 Community Identity: Design new development to be compatible with the natural, scenic, and cultural resources and rural character of Angels Camp. The Community Stakeholders Design Committee will assist with park design to ensure compatibility with cultural resources and rural character.

C7: Public Facilities and Services: Maintain or increase the levels of service currently available within Angels Camp for park facilities and infrastructure. The project will increase the size of Utica Park by 3.8± acres, add or improve numerous park amenities, and upgrade and expand infrastructure increasing the level of park facilities available to all age groups and ability levels for residents and visitors.

Boyer task orders previously approved by the City Council and currently proposed are as follows:

Table 1: Utica Park/Lightner Mine Construction and Expansion Contract to Date for Boyer

Item	Description	Amount	Recommendation	Funding Source for Added Cost
Original Agreement	Current Contract	\$2,275,000.00	Approved by Council	Rural Recreation and Tourism Grant
CO No. 1	Geotechnical – mine remediation (at City request)	\$193,888.00	Approved by Council	American Rescue Plan Act (ARPA) – previously budgeted
CO No. 2	Improve emergency access, fire hydrant, drainage	\$182,645.32	Approved by Council	\$94,645.32 General Fund Water Capital \$88,000 (hydrant and storm drain)
CO No. 3	Purchase outdoor gym equipment and materials (at City request)	\$132,303.62	Approved by Council	Rural Recreation and Tourism Grant plus private donations/a/
CO No. 4	Install Speed Bumps (neighboring landowner request)	\$9,000.00	Approved by Council	City Gas Tax
<i>Subtotal Boyer Contract Change Orders 1-4A as of 1/6/2025</i>		<i>\$2,792,836.94</i>	Approved by Council	See above
CO No. 4A (Added)	Install Speed Bumps – correct error add \$146.40 for total of \$9,146.40	\$146.40	Approved by Council	City gas tax fund
CO No. 5	Lighting: Additional lighting for expanded parking area, replace existing lighting at old bathrooms, walkway lighting, upgrade kitchen lighting, light flag/flagpole, lighting for community Christmas tree, repair/replace lighting to old slab	\$67,096.98	Approved by Council	General Fund and/or ARPA Note: CPPA Grant application may provide \$30,000 to offset; PGE resilience grant could offset remainder
CO No. 6	Landscaping/Irrigation: NOTE: \$40,000 already budgeted is excluded from total	\$175,237.77	Approved by Council	General Fund and/or ARPA
<i>Subtotal Change Orders No. 4A addition, No. 5 and No. 6</i>		<i>\$242,481.15</i>		See above
<i>Subtotal Boyer Contract Change Orders 1-6</i>		<i>3,035,318.09</i>		See above
Contingency	Contingency for change orders No. 4 through No. 6	\$3,000.00	Approved by Council	General Fund and/or ARPA
<i>Subtotal Staff Recommendation for Resolution #25-02</i>		<i>\$245,481.15</i>		
CO No. 7	Sealcoat Utica Lane/parking areas at park and re-stripe all parking	\$26,582.00	Current Request	General Fund and/or ARPA
Contingency	Contingency for Change Order 7	\$1,000.00	Current Request	General Fund and/or ARPA
<i>Subtotal Change Order 7</i>		<i>\$27,582.00</i>		
<i>Subtotal Boyer Contract with Change Orders 1-7</i>		<i>\$3,065,900.09</i>		

/a/ Mariposa, Amador, Calaveras & Tuolumne Health Board, Inc. (MACT), Dignity Health Mark Twain Medical Center, Mark Twain Health Care District

/b/ Staff recommends approving revision to correct staff error adding \$146.40

These costs exclude PG&E Permit fees and re-installing the two existing pole lights at Utica Park.

Financial Impact

The project cost is \$26,582. Staff requests a \$1,000 contingency for a total of \$27,582. The contingency amount would not be added to any specific contract until or unless needed. This would allow for flexibility, allow for expedited approval of minor costs, and avoid the need to return to City Council to correct minor errors.

At the option of the City Council; funding sources may include City General Fund or ARPA Funds. Please note that ARPA is integrated into the general fund but accounted for separately and is from a federal funding source (i.e., granted to the City as part of the COVID-19 Stimulus Package or American Rescue Plan) rather than from local funding sources.

Attachments

- A. Resolution 25-09 with Attachment A Task Order #7
- B. Budget adjustment request

CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 25-09

A RESOLUTION OF THE CITY OF ANGELS CITY COUNCIL
APPROVING CHANGE ORDER NO. 7 FOR BOYER FOR SEAL COATING AT A COST OF \$26,582
AND APPROVING A \$1,000 CONTINGENCY FOR STAFF TO APPLY AS AND IF NECESSARY

WHEREAS, seal coating the parking and road expansion areas in Utica Park as part of the renovation and expansion project will extend the useful life of access and parking for the park; and

WHEREAS, Boyer did provide a cost estimate of \$26,582 to seal coat Utica Lane and the parking areas extending from Sam’s way north to the end of the expanded parking area and to line new parking; and

WHEREAS, on February 18, 2025, the City Council, at a regularly scheduled meeting, did review and consider and approve the proposal at a cost of \$26,582 plus a \$1,000 contingency;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Angels hereby approves Resolution 25-09 approving change order no. 7 for Boyer for seal coating at a cost of \$26,582 and approving a \$1,000 contingency for staff to apply as and if necessary.

Passed and adopted this 18th day of February 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Michael Chimente, Mayor

Rose Beristianos, City Clerk



HOME OF THE JUMPING FROG

**CHANGE ORDER AGREEMENT
FOR PROFESSIONAL SERVICES****Page 1 of 1**

Contractor: Robert E. Boyer Construction, Inc.
 Contract Date: April 11, 2023
 Project: Utica Park/Lightner Mine Expansion

Change Order No. 7
 Date: February 18, 2025

Client's Name: City of Angels
 Client's Address: P.O. Box 667; 200 Monte Verda St., Bldg B Angels Camp, CA 95222

Attention: Steve Williams, Interim City Administrator
 Telephone: (209) 736-1346

We hereby agree to make the following changes:

Amend the agreement to include **seal coating and striping extending from Sam's Way to the southern terminus of the expanded parking area. City public works will crack seal prior to Boyer undertaking seal coating.**

Current Contract Amount:	\$2,275,000.00
Change Order Agreement #1:	\$193,888.00 (mine remediation – outside original scope)
Change Order Agreement #2:	\$182,645.32 (Add fire turnout road/hydrant)
Change Order Agreement #3:	\$132,303.62 (purchase gym equipment on behalf of City)
Change Order Agreement #4:	\$9,146.40 (Speed bumps per neighboring landowner)
Change Order Agreement #5:	\$67,096.98 (Additional Lighting)
Change Order Agreement #6:	\$175,237.77 (Landscaping and Irrigation)
Change Order Agreement #7:	\$26,582.00 (Seal Coating/Striping)
Revised Contract Amount:	\$3,061,900.09

Authorized Signature (Boyer) _____

Accepted: The above estimated fees/costs relating to this Change Order are satisfactory and are hereby accepted. All services to be performed under the same terms and conditions as specified in the original contract.

Authorized Signature: _____
 Steve Williams, Interim City Administrator

Date: _____

City of Angels Camp Budget Adjustment Request

Department: 115 - Utica Park

Date: 2/18/2025

Account Number	Account Description	Previous Budget Balance	Change Request Amount: Expense Inc/(Dec), Revenue (Inc)/Dec	New Budget Balance DB/(CR)
295-3000-59999-0000	Transfer Out - ARPA	\$ 172,667.37	\$ 27,582.00	\$ 200,249.37
115-2011-52096-0000	General Fund Projects	\$ 345,619.37	\$ 27,582.00	\$ 373,201.37
115-2011-49999-0000	Transfer In - GF Projects	\$ (122,813.77)	\$ (27,582.00)	\$ (150,395.77)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
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				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total*		\$ 395,472.97	27,582.00	\$ 423,054.97

Justification:

Utica Park resurfacing

Authorizations:

Department Manager

Date: _____

Fiscal Manager:

Date: _____

Administrator:**

Date: _____

Entered into System by:

Date: _____

*Total must be zero unless additional budget authorization given by Council.

****Administrator must approve all budget adjustments not authorized by Council.**



CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

DATE: February 18, 2025
TO: Angels City Council
FROM: Steve Williams, Interim City Administrator
RE: Resolution 25-008 - Accepting a Report from the City Engineer Regarding Observations on Birds Way.

RECOMMENDATION:

Approve a Resolution Accepting a report from the City Engineer regarding observations on Birds Way.

BACKGROUND:

In December 2024, staff became aware of a concern from a property owner regarding the stability of Birds Way.

Staff excavated and explored areas of concern on January 7, 2025.

The City Engineer, Aaron Brusatori, was on site during the exploration.

DISCUSSION:

City staff, led by Public Works Superintendent Chris Oflinn, used city equipment to excavate certain areas of Birds Way in an attempt to determine if there were any underground concerns which would cause the road to be unstable.

The City Engineer, Aaron Brusatori, was present during the excavation and personally observed the condition of the ground underneath the roadway.

The City Engineer's report of observations is included in this staff report.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

1. City Engineer's Observation Report of Birds Way from January 7, 2025

CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 25-008

RESOLUTION ACCEPTING A REPORT FROM THE CITY ENGINEER REGARDING
OBSERVATIONS ON BIRDS WAY

WHEREAS, in December 2024, staff became aware of a concern from a property owner regarding the stability of Birds Way; and

WHEREAS, city staff, led by Public Works Superintendent Chris Oflinn, used city equipment to excavate certain areas of Birds Way in an attempt to determine if there were any underground concerns which would cause the road to be unstable; and

WHEREAS, the City Engineer, Aaron Brusatori, was present during the excavation and personally observed the condition of the ground underneath the roadway; and

WHEREAS, the City Engineer’s drafted a report of observations dated January 10, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the City of Angels City Council does Approve a Resolution Accepting a report from the City Engineer regarding observations on Birds Way.

PASSED AND ADOPTED this 18th day of February 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Rose Beristianos,
City Clerk



CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

January 10, 2025

Mr. Steve Williams
Interim City Administrator
City of Angels
200 Monte Verda Street
Angels Camp, CA 95222

Email: Stevewilliams@angelscamp.gov

RE: Birds Way Excavation Observation

Dear Mr. Williams,

Deflections or depressions were reported along Birds Way in locations that had received asphalt patching sometime in the past. On January 7, 2025 I observed the depressions to be ½ inch - 1 inch from a plane projected from the adjacent asphalt surface. City crews performed excavation of an exploratory trench and a shallow pothole in the west bound lane of Birds Way. Both excavations were made near the building structure 1305 Birds Way.

For the exploration trench, the City crew saw cut the work areas and removed the asphalt surfacing, which was found to be approximately 3 inches thick, using a backhoe.

A Ditch Witch vacuum excavator was used to excavate the exploratory trench and to expose subsurface conditions. The exploration trench started 4 feet south of the building face and extended approximately 10 feet south of the building face. This location was selected based upon the depression of an asphalt patch. The trench was excavated to a depth of 6 feet and a width of 8 inches to 12 inches.

A 4 inch steel water line was found 24 inches below the asphalt surface and 55 inches south of the building face. This water line is observed to be above a projected influence plane slope of 1:1 measured from the face of the building. No other utilities were found within the excavation.

The soils in the exploration trench were observed to be soft with little force was need to insert the vacuum excavator wand into the soils. Water from the wand did not accumulate or pool in the trench and infiltrated the soils quickly. There appeared to be a void space extending north / south from the north edge of the trench approximately 6 feet south where the excavation terminated. Angular stones with maximum dimension of 3 inches to 4 inches were regularly removed from the excavation, with the occasional large stone having maximum dimensions greater than 12 inches.

Deflections or depressions to the paved surface were not observed south of the exploratory trench.

A shallow pothole was excavated approximately 10 feet east of the exploratory trench. This location was selected because the building owner reported that repairs were made to a sink hole in this location in the past. The asphalt was removed from the surface which had a thickness of 4 inches to 5 inches and showed multiple

layers of asphalt. The soils beneath the asphalt were found to be competent as a digging bar was not
penetrate the soils.

Section 6, Item D.

Each of the excavations was backfilled with base rock, compacted then surfaced with cold mix asphalt the same day.

Soils under the depressions were not different than the soils under the adjacent asphalt surface which was not patched. The observed depressions in the asphalt was likely a result of poor compaction of the asphalt patch during time of placement. This is a typical scenario that is observed in poorly compacted asphalt patches at potholes and other surface defect repairs.

Further soils exploration is not recommended at this time.

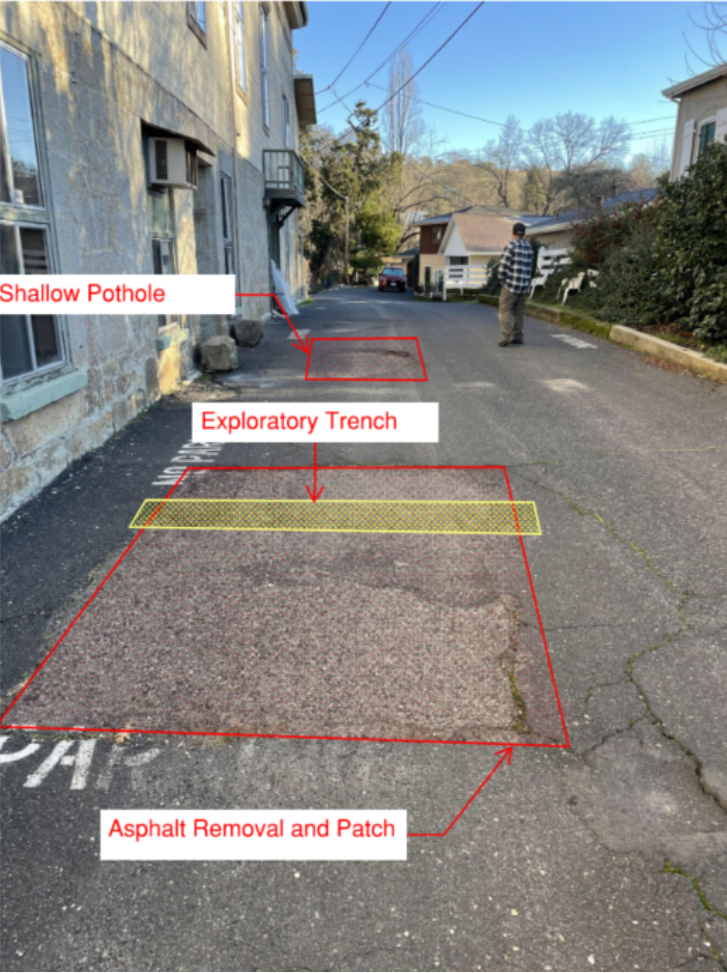
Sincerely,



Aaron Brusatori, PE
City Engineer

CC: Chris O'Flinn







CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

DATE: February 18, 2025
TO: Angels City Council
FROM: Steve Williams, Interim City Administrator
RE: Resolution 25-009 – Authorizing the Completion of a Preliminary Grading Plan for a Portion of the Foundry Lane Extension

RECOMMENDATION:

Approve a Resolution authorizing the completion of a Preliminary Grading Plan for a portion of the Foundry Lane Extension.

BACKGROUND:

The Foundry Lane Extension Project began in approximately 2000.

Much work has been completed regarding the initial design and conceptual maps.

The extension of Foundry Lane from State Route 49 to State Route 4 is included in the City of Angels General Plan.

A partnership between the City of Angels, Calaveras Council of Governments (CCOG), and Caltrans produced a document titled “Angels Camp State Route 4 & State Route 49 Gateway and Corridor Study” in January of 2016.

DISCUSSION:

The Extension of Foundry Lane is intended to provide a solution to transportation conflicts at State Route 49 and State Route 4 through integrated land use and transportation planning.

There has been some progress on the project within the last several months.

Owners of the property on the south side of the project met with staff in December 2024 to discuss roadway placement options.

Cal Trans committed to a timeline to the decertification process which includes a Cal Trans-approved appraisal by January 31, 2025, and recording of the deed by June 6, 2025.

Our City Engineer is prepared to provide the preliminary grading plan for the south portion of the project beginning at State Route 49 and continuing northwest beyond the proposed Frog Jump Plaza Phase 2.

FINANCIAL IMPACT:

The estimated cost of the proposed preliminary grading plan is \$31,500. There is adequate funding in the 24/25 fiscal year budget and Task Order 22 to fund the work associated with completing the plan. No additional funding is anticipated.

ATTACHMENTS:

1. Letter from City Engineer dated January 9, 2025



CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 25-009

RESOLUTION AUTHORIZING THE COMPLETION OF A PRELIMINARY GRADING
PLAN FOR A PORTION OF THE FOUNDRY LANE EXTENSION

WHEREAS, the Foundry Lane Extension Project began in approximately 2000; and

WHEREAS, the extension of Foundry Lane from State Route 49 to State Route 4 is included in the City of Angels General Plan; and

WHEREAS, the Extension of Foundry Lane is intended to provide a solution to transportation conflicts at State Route 49 and State Route 4 through integrated land use and transportation planning; and

WHEREAS, the City Engineer is prepared to provide the preliminary grading plan for the south portion of the project beginning at State Route 49 and continuing northwest beyond the proposed Frog Jump Plaza Phase 2.

NOW, THEREFORE, BE IT RESOLVED, that the City of Angels City Council does authorize the completion of a Preliminary Grading Plan for a portion of the Foundry Lane Extension.

PASSED AND ADOPTED this 18th day of February 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Rose Beristianos,
City Clerk



El Dorado Hills
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762
916.980.8228

January 9, 2025

Via email: stevewilliams@angelscamp.gov

Steve Williams
Interim City Administrator
City of Angels
200 Monte Verda Street
Angels Camp, California, 95222

Subject: City of Angels Camp – Foundry Lane Extension -Preliminary Grading

Dear Steve,

Lumos & Associates, Inc has prepared this scope clarification for the Foundry Lane Extension project.

The City approved budget of **\$100,000** for the Foundry Lane Extension in fiscal year 24/25. I currently have an approved budget in my contract of \$50,000. Through the last billing cycle, December 6, 2024, we have spent \$3,050 and have \$46,950 budget remaining.

Project Understanding- Preliminary Grading

The Foundry Lane Extension project has progressed from alignment drawing concepts to development of plats and legal descriptions for easement acquisitions and presentation to select land owners.

In order to ensure the lines and grades for the Foundry Lane Extension will facilitate adjacent development preliminary grading is needed. The preliminary grading will consider Frog Jump Plaza Phase 2 and a proposed land swap between adjacent landowners to facilitate the proposed Foundry Lane Extension Alignment.

Project Scope

Foundry Lane (Task 22)

Prepare a preliminary grading plan for the Foundry Lane extension. Project limits will start at the intersection of State Route 4 and Foundry Lane Extension and extend north westerly beyond the proposed Frog Jump Plaza Phase 2, to ensure constructable transition through to SR49. Grading will include consideration of grades within the Frog Jump Plaza Phase 2 and the proposed Foundry Lane extension. Limited grades will be established on-site for the Frog Jump Plaza Phase 2 to ensure connectivity from the Foundry Lane Extension through to the completed Frog Jump Plaza Phase 1.

The grading will be prepared to include centerline grades, edge of pavement grades and typical cross sections for Foundry Lane. Spot elevations will be established at various locations within the boundary of Frog Jump Plaza Phase 2 and at proposed driveway intersections serving Frog Jump Plaza Phase 2.

Deliverables:

Preliminary grading plan .pdf and .dwg format

Fees

The tasks described in the Scope of Work will be completed for the following fees:

Task	Description	Total	Terms
22	Preliminary Grading - Foundry Lane	\$ 31,500.00	T&M EST

Total \$ 31,500.00 T&M EST

Budget Summary


Approved Task Order 22 Budget (Lumos & Associates)	\$ 50,000.00
Work To Date (December 6, 2024)	\$ (3,050.00)
Preliminary Grading	\$ (31,500.00)
Task Order 22 Budget Remaining	\$ 15,450.00

The estimated budget remaining will be used for continued coordination of the work if needed.

We can complete the preliminary grading within our approved budget. Please provide direction if you would like us to complete the preliminary grading at your earliest opportunity.

Please do not hesitate to call me if you have questions.

Sincerely,


 Aaron Brusatori, PE
 Group Manager



PUBLIC WORKS DEPARTMENT

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

DATE: February 11, 2025

TO: City Council

FROM: Dave Richard, City Water/Wastewater Engineer

RE: Resolution 25-010 – Authorizing the Release of Construction Documents for Bidding for City of Angels Mark Twain Water System Improvements Project

RECOMMENDATION:

Approve Resolution 25-010 approving and adopting construction documents for the City of Angels Mark Twain Water System Improvements Project and authorize advertisement for construction bids.

BACKGROUND:

The existing water distribution system near Mark Twain School is undersized and includes several dead-end lines. Low water pressures occur at the higher elevations and maintenance of the dead-end lines is problematic. Because of a lack of a completely looped system, if a waterline fails, the number of water services interrupted is significantly higher than if water can be supplied from two directions. Under the Mark Twain Water System Improvements Project, dead-end lines will be eliminated on Tuolumne Avenue and Stanislaus Avenue with additional water made available through a new connection to existing waterlines in Mark Twain Road. Undersized 4-inch waterlines on Stanislaus Avenue and Oneida Street will be replaced and a new waterline extension constructed on Gold Cliff Road. Approximately 2000 ft of new waterlines will be constructed as part of the project. Residential services will be re-connected to the new waterlines.

Construction documents have been prepared by Dewberry for the project and have been reviewed and approved by the City Engineer and Public Works Superintendent. Waivers have been obtained from the Division of Drinking Water for four pipeline crossings of existing sewer and storm drain lines as required under Title 22 of the State Water Code. Environmental documentation for CEQA compliance has been prepared by the City Planner. The projected duration of the construction contract is approximately 150 days.

FISCAL IMPACT:

The Mark Twain Water System Improvements Project is an approved Water and Wastewater Capital Improvements Project. The Engineer's estimate for the project is \$850,000.



ATTACHMENTS:

- 1) RFB
- 2) Construction Documents



CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 25-010

RESOLUTION AUTHORIZING THE RELEASE OF CONSTRUCTION DOCUMENTS
FOR BIDDING FOR CITY OF ANGELS MARK TWAIN WATER SYSTEM
IMPROVEMENTS PROJECT

WHEREAS, the existing water distribution system near Mark Twain School is undersized and includes several dead-end lines; and

WHEREAS, under the Mark Twain Water System Improvements Project, dead-end lines will be eliminated on Tuolumne Avenue and Stanislaus Avenue with additional water made available through a new connection to existing waterlines in Mark Twain Road; and

WHEREAS, undersized 4-inch waterlines on Stanislaus Avenue and Oneida Street will be replaced and a new waterline extension constructed on Gold Cliff Road; and

WHEREAS, approximately 2000 ft of new waterlines will be constructed as part of the project; and

WHEREAS, construction documents have been prepared by Dewberry for the project and have been reviewed and approved by the City Engineer and Public Works Superintendent.

NOW, THEREFORE, BE IT RESOLVED, that the City of Angels City Council does authorize the release of construction documents for bidding for City of Angels Mark Twain Water System Improvements Project.

PASSED AND ADOPTED this 18th day of February 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Rose Beristianos,
City Clerk

CITY OF ANGELS

**MARK TWAIN WATER
DISTRIBUTION SYSTEM IMPROVEMENTS**

**CONTRACT DOCUMENTS AND
TECHNICAL SPECIFICATIONS**



Final

February 2025



CITY OF ANGELS

**MARK TWAIN WATER
DISTRIBUTION SYSTEM IMPROVEMENTS**

**CONTRACT DOCUMENTS AND
TECHNICAL SPECIFICATIONS**



02/07/2025

Final

February 2025

Submitted to:

City of Angels
P.O. Box 667
584 South Main Street
Angels Camp, CA 95222

Prepared by:

Dewberry Engineers Inc.
903 West Center Street, Suite 201
Manteca, CA 95337
(209) 707-3330

CITY OF ANGELS

MARK TWAIN WATER DISTRIBUTION SYSTEM IMPROVEMENTS

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Section 01300	Submittals
Section 01310	Construction Schedule and Reports
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CITY OF ANGELS

MARK TWAIN WATER DISTRIBUTION SYSTEM IMPROVEMENTS

Division 0 – Bidding and Contract Requirements

Section 00020	Request for Bids
Section 00100	Instructions to Bidders
Section 00160	Bidder Questionnaire
Section 00170	Bidder’s Signature and Authority
Section 00180	Statement Acknowledging Penal and Civil Penalties Concerning the Contractors' Licensing Laws
Section 00190	Insurance Acknowledgment
Section 00300	Bid Form
Section 00400	Bid Bond Affidavit
Section 00410	Bid Guaranty Bond
Section 00420	Certification of Bidder’s Experience and Qualifications
Section 00430	Proposed Subcontractors
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Section 00490	Department of Industrial Relations and SB 854 Compliance Affidavit
Section 00500	Agreement
Section 00610	Performance Bond
Section 00620	Payment Bond
Section 00650	Workers’ Compensation Insurance Certificate
Section 00700	Standard General Conditions of the Construction Contract
Section 00805	Supplementary Conditions

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SECTION 00020

**REQUEST FOR BIDS
CITY OF ANGELS
MARK TWAIN WATER DISTRIBUTION SYSTEM IMPROVEMENTS**

Sealed Bids will be received until **March 11, 2025, at 2:00 p.m.**, by the City of Angels at 200 Monte Verda Street, #B, Angels Camp, for the Mark Twain Water Distribution System Improvements (Project) by the City of Angels.

As soon as practical thereafter, sealed bids for the project will be publicly opened and read for performing work as follows:

Installation of approximately 930 lineal feet of 8-inch and 1,200 lineal feet of 6-inch waterlines, blowoffs, air release valves, and fire hydrants; installation of connections to existing waterlines; reconnection of residential and fire services to new waterlines; and flushing, testing, disinfection, and placing into service new waterlines and appurtenances.

Project shall comply with the Milestone dates and Final Completion within 150 calendar days from the date specified in the Notice to Proceed. Time is of the essence for commencement and completion of the work.

A mandatory pre-bid meeting is scheduled for this project. The pre-bid meeting shall be held **February 27, 2025, at 10:00 a.m.** at Mark Twain Elementary School, 646 Stanislaus Ave Angels Camp, CA.

The Engineer's Estimate for the Project is \$850,000.

There are no disadvantage, women-owned, or veteran business hiring requirements for this project.

Contract documents in PDF format are available for download on the City website. Documents are in the Public Notices section – angelscamp.gov/city-hall/public-notice/. Hard copies are not available for purchase.

Each bid must conform and be fully responsive to this request for proposal, the plans and specifications, and all other documents comprising the pertinent contract documents.

Bidders must submit bids on a hard copy of the bid proposal form provided in the Contract Documents. Signed forms to be submitted by the Bidders include the following and are to be acknowledged in Section 00300, BID FORM:

- Bidder Questionnaire (Section 00160)
- Bidder's Signature and Authority (Section 00170)
- Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws (Section 00180)
- Insurance Acknowledgement (Section 00190)
- Bid Form (Section 00300)

- Bid Bond Affidavit (Section 00400)
- Bid Guaranty Bond (Section 00410)
- Certification of Bidder's Experience and Qualifications (Section 00420)
- Proposed Subcontractors (Section 00430)
- Site Visit Affidavit (Section 00450)
- Non-Collusion Affidavit to be Executed by Bidder and Submitted with Bid (Section 00480)
- Department of Industrial Relations and SB 854 Compliance Affidavit (Section 00490)

Questions regarding the contract documents shall be submitted in writing to:

Dave Richard, PE
On-Call City Engineer, Water/Wastewater
Dewberry Engineers Inc.
903 West Center Street, Suite 201
Manteca, CA 95337
drichard@dewberry.com

Bid-related questions must be submitted no later than **5:00 p.m. on March 7, 2025**. Responses to questions will be provided on the City website. The questions and responses shall form part of the Contract Documents.

Bidding procedures are prescribed in the contract documents. Bids shall only be executed upon the bid form provided, which are a part of said Contract Documents. Bid guarantee in an amount not less than ten percent (10%) of the total bid dollar amount and conforming to the prescribed bidding procedures is required to be submitted with each bid, as a guaranty to be forfeited should the bidder, if awarded the contract, fail to enter into the same, or fails to furnish in a timely manner the bonds and/or proof of insurance.

Pursuant to the provisions of California Labor Code Section 6707, each bid submitted in response to this Request for Proposal shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its actions pursuant to this bid item shall not impose tort liability on the City, the Design Engineer, and their employees, agents, and subconsultants.

Pursuant to Section 1770, et. seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

Pursuant to Public Contract Code Section 22300, for moneys earned by the Contractor and withheld by the City to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300.

All bidders shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. In accordance with provisions of California Public Contract Code Section 3300, the City has determined that the **Contractor shall possess a valid Class A license** at the time that the bid is submitted. Failure to possess the specified license shall render the bid non-responsive.

The successful bidder will be required to furnish a Payment bond in the amount equal to one hundred percent (100%) of the Contract price as well as a Faithful Performance Bond, in the amount equal to one hundred percent (100%) of the Contract price. All bonds submitted shall be from admitted sureties.

Each bidder shall submit with its bid a statement setting forth its experience on the forms included in the Bid Proposal.

Telephones will not be available to bidders for the preparation of the bids or for calling in bid results. Bid forms received after the designated time will not be accepted. Bidders and their authorized agents are invited to attend the bid opening.

No bidder may withdraw its bid for sixty (60) days after the date set for the opening of bids.

The successful bidder must ensure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference, marital status, and comply with the Americans with Disabilities Act.

The City reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of the City; and waive any irregularities in the bids. Each bid must be signed by or on behalf of the bidder and must be enclosed in a SEALED ENVELOPE.

1. Name and address of bidder
2. Project for which the bid is being submitted
3. Date and time of bid opening

The envelope shall be addressed to the City of Angels:

If by mail (USPS) address to:

P.O. Box 667
Angels Camp, CA 95222

If delivery by courier, UPS, FedEx, etc. address to:

200 Monte Verda Street, #B
Angels Camp, CA 95222

Dated: _____, 202__

City of Angels

Pamela Caronogan
City Administrator

SECTION 00100

INSTRUCTIONS TO BIDDERS**1.00 WORK TO BE DONE**

It is the intention of the City to construct improvements as shown and set forth on the plans, and in the particular locations shown on the plans. All of the work is particularly set forth in the plans and specifications, and all of said work, together with all other work incidental thereto, is included.

The work includes the furnishing of labor, materials, incidentals and equipment necessary for the construction of the Mark Twain Water Distribution System Improvements. The Bidder shall be required to provide, at its own cost and expense, all necessary insurance, as required by law or these specifications, and shall pay the cost and expense of any and all incidental matters herein required.

2.00 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with the contract documents. The submission of a bid shall constitute an acknowledgment, upon which the City may rely, that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve it from any obligation with respect to its proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents.

3.00 INSPECTION OF SITE

Bidders are required to inspect the site of the work to satisfy themselves by personal examination or by such other means, as they may prefer, of the location of the proposed work, and of the actual conditions, including subsurface, of and at the site of work. If, during the course of its examination, a bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the bidding documents, the Bidder may apply to the City, in writing, for additional information and explanation before submitting its bid.

Submission of a bid by the bidder shall constitute conclusive evidence that, if awarded the Contract, it has relied and is relying on its own examination of (1) the site of the work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the work and on its own knowledge of existing facilities on and in the vicinity of the site of the work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the bid, the plans, the specifications, and the other contract documents.

The information provided by the City is not intended to be a substitute for, or a supplement to the independent verification by the bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the bidder.

4.00 **INTERPRETATION OF CONTRACT DOCUMENTS**

No oral representations or interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing and received at the time provided previously to:

Dave Richard, PE
On-Call City Engineer, Water/Wastewater
Dewberry Engineers Inc.
903 West Center Street, Suite 201
Manteca, CA 95337
drichard@dewberry.com

Requests to clarify possible ambiguous or incomplete statements or designs require issuance of an addendum by the City for the interpretation to become effective. All requests for clarifications shall be made in writing. Any addenda issued for the Project will be posted on the City website.

5.00 **POSTPONEMENT OF OPENING**

The City reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Request for Proposal. Postponement notices shall be provided in the form of an addendum.

6.00 **OPENING OF BIDS**

All bids, irrespective of any irregularities or informalities, if received on time, will be opened and publicly read aloud at the time and place set forth in the Request for Proposal. Bidders, their representatives and other interested persons may be present at the opening and reading of bids.

Any bids received after the scheduled closing time as set forth in the Request for Proposal or as postponed by addenda will be considered non-responsive and will not be opened. Any such bids will be returned unopened to the Bidder. The public reading of each bid will include at least the following:

- A. Name and address of bidder.
- B. The total amount of bid.
- C. The nature and amount of the security furnished with the bid.

7.00 PREPARATION OF BID FORMS

Bid shall be made on the bid forms provided in the contract documents and must be submitted at the time and place stated in the Request for Proposal. All blanks in the bid forms must be appropriately filled in either in ink or typed, and all prices must be stated in figures. All bid forms must be submitted in sealed envelopes bearing on the outside the name of the bidder, its address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that its bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. City shall not be responsible for errors or omissions in the bid. Bidders shall write their names on each bid form at the space provided.

8.00 BIDDER'S SIGNATURE AND AUTHORITY

If the bid is made by an individual, this person's name, signature, and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership, a list of the general partners, and the signature of at least one of the general partners must be shown, if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the bid is made by the corporation, a certified copy of the bylaws or resolution of the Board of Directors of the corporation shall be furnished showing the authority of the officer or agent signing the bid to execute Contracts on behalf of the corporation. If the bid is made by a joint venture, the bid shall be signed by a representative of one of the joint venture firms. Additionally, the bid shall include a copy of the resolution or agreement empowering the representative to execute the bid and bind the joint venture.

9.00 ERASURES AND CORRECTIONS

The bid submitted must not contain any erasure, interlineations, or other corrections unless each such correction is suitably authenticated by affixing, in the margin immediately opposite the correction, the initials of the person or persons submitting the bid.

10.00 BID IRREGULARITIES

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative bids, omissions, or any other modifications of the bid form which are not specifically called for in the contract documents may result in rejection of the bid by the City, as not being responsive to the Request for Proposal. No oral or telephonic modification of any bid submitted will be considered.

11.00 MODIFICATION OF BID

On written request filed with the City, a bid already received may be modified or withdrawn at any time prior to the time established for receiving bids. The request must be executed by the bidder or its authorized representative as described in Paragraph 00100-8.00, BIDDER'S

SIGNATURE AND AUTHORITY. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid. Withdrawal of a bid does not prejudice a bidder's right to submit a new bid within the time designated for the submission of bids. No bid may be withdrawn after the scheduled closing time except as provided in Paragraph 00100-12.00, **WITHDRAWAL OF BIDS**.

12.00 **WITHDRAWAL OF BIDS**

In accordance with Public Contract Code 5103, within five days after the opening of bids, a bidder may withdraw its bid providing the bidder can establish to the City's satisfaction that a mistake was made in preparing the bid. A bidder desiring to withdraw shall give written notice to the City, specifying, in detail, how the mistake occurred and how the mistake made the bid materially different than it was intended to be. Withdrawal will not be permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the work or in reading the contract documents.

13.00 **ADDENDA**

Addenda issued during the time of bidding shall become a part of the documents furnished bidders for the preparation of bids, shall be covered in the bids, and shall be made a part of the Contract. Each bid shall include specific acknowledgment in the space provided of receipt of all Addenda issued during the bidding period. Failure to so acknowledge may result in the bid being rejected as not responsive. Failure of any bidder to receive such Addenda shall not be grounds for non-compliance with the terms of the instructions.

14.00 **BID PRICES**

Bid prices shall include everything necessary for the completion of the work including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include allowance for all federal, state and local taxes.

In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amount quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

The award of contract, if it is awarded, will be awarded to the lowest responsive, responsible Bidder whose proposal complies with all the requirements prescribed.

15.00 **BID GUARANTY**

The bid form shall be accompanied by a bid guaranty bond provided by an admitted surety insurer authorized to carry on business in the State of California with a minimum A – Class IV rating with Best's Rating Guide for payment to the City or meeting the following minimum requirements:

If the Best's Rating for any surety company who has furnished a bid guaranty for the bidder is less than A - Class IV and/or not Treasury Rated, bidder may be required to, within five working days of bid opening, submit to the City an original or certified copy of each of the following documents for each surety company which has furnished a bid guaranty for that bidder:

- A. Appropriate authorization of the signatory to execute each bid guaranty.
- B. A certificate of authority issued by the State Insurance Commissioner.
- C. A certificate from the County Clerk that the above certificate is not ineffective; and
- D. The surety company's financial statement for the prior quarter as specified in Section 995.670 of the California Code of Civil Procedure.

Simultaneously with the submission of the documents described in the preceding paragraphs, the bidder shall also submit an affidavit or declaration, under penalty of perjury under the laws of the State of California, demonstrating the following facts for each bid guaranty submitted or to be submitted on the bidder's behalf.

- A. That the surety company's assets exceed its liabilities by more than the amount of the bid guaranty or guaranties submitted on the bidder's behalf, and
- B. That in issuing the bid guaranty or guaranties submitted on the bidder's behalf, the surety company shall be in full compliance with California Insurance Code Section 12090, supported by appropriate references to the surety company's most recent financial statement on file in the office of the State Insurance Commissioner.

Any bidder wishing to object to the sufficiency of any surety company used by another bidder shall comply fully with the provisions of Section 995.650 of the California Code of Civil Procedure.

The bid guaranty bond shall be in the sum of at least ten percent (10%) of the total amount of the bid price, or, alternatively, by a certified or cashier's check, payable to the City in the sum of at least ten percent (10%) of the total amount of the bid price. The bid guaranty bond shall be provided on the form included in Section 00410, BID GUARANTY BOND, of these contract documents.

The amount payable to the City under the bid guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the City as liquidated damages in case of a failure or neglect of the bidder to furnish, execute, and deliver to the City the required performance and payment bonds, evidences of insurance, and to enter into, execute, and deliver to the City the Agreement on the form provided herewith, within ten (10) calendar days after receiving written notice from the City that the award has been made and the Agreement is ready for execution.

The bid guarantees of the three lowest bidders will be retained until the Agreement is signed, evidence of insurance provided, and satisfactory bonds furnished or other disposition made thereof. The bid guarantees of all bidders except the three lowest responsive bids will be returned within 15 calendar days after the bids are opened.

16.00 **QUALIFICATION OF BIDDER**

Each bidder shall complete and submit with their bid Section 00420, CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS.

Upon the request of City, any bidder whose bid is under consideration for the award of the Contract shall promptly submit satisfactory evidence showing the bidder's financial resources, its construction experience, and its organization's availability for the performance of the Contract.

The bidder may be required to establish, to the satisfaction of the City, the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the contract documents.

17.00 **SUBCONTRACTORS**

In accordance with California Public Contracting Code Section 4100, et. seq., the bidder shall list, in Section 00430, PROPOSED SUBCONTRACTORS, the name, portion of work to be performed, and location of the place of business for the following.

- A. Each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, in an amount in excess of one-half of one percent of the bidder's total bid.
- B. Any subcontractor licensed by the State of California who, under subcontract to the bidder, will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid.

Failure to list the subcontractors defined in subparts 1) and 2) above will render the bid non-responsive and will be grounds for rejection of the bid. Failure to comply with the provisions of the California "Subletting and Subcontracting Fair Practices Act" shall make the Contractor subject to the sanctions as set forth in the Act.

18.00 SUBSTITUTIONS DURING BIDDING

Manufacturers or suppliers of materials and equipment may offer an alternative product to the Contractor and request that alternatives to specified products be considered equal. Inclusion of such alternatives in the bid is the responsibility of the Contractor. Inclusion should only be considered if the Contractor believes the offered alternative is equal in quality and performance to the specified product. After award of the Contract, such offers of alternative products will be reviewed and processed as a substitution as provided under Section 00700, GENERAL CONDITIONS.

19.00 BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation, under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. Pursuant to Public Contract Code Section 7106, bidders shall execute and furnish with their bids Section 00480, NON-COLLUSION AFFIDAVIT. Reasonable grounds to believe that any individual, partnership, corporation, or combination is interested in more than one bid for the proposed work may cause rejection of all bids in which that individual, partnership, corporation, or combination is interested,

A person, firm, or corporation may, however, submit subproposals or quote prices on materials to more than one bidder.

20.00 SHEETING, SHORING AND BRACING

Pursuant to the provisions of California Labor Code Section 6707, each bid submitted shall contain, in the bid item indicated, the amount included in the bid for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its actions pursuant to this bid item shall not impose tort liability on the City, the Design Engineer, and their employees, agents, and subconsultants.

Pursuant to California Labor Code Section 6705, the Contractor shall submit a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

21.00 WAGE RATES

Pursuant to provisions of the Labor Code Section 1770, et. seq., of the State of California, the Director of the Department of Industrial Relations has ascertained the prevailing rate of wages of the locality in which the Work is to be performed and applicable to the work to be done. Copies of these wage determinations are on file with the City.

Bidders shall promptly notify the City, in writing, about all the classifications of labor not listed in the prevailing wage determinations but necessary for the performance of the Work, before bids are submitted.

22.00 OFFER OF ASSIGNMENT OF ANTITRUST ACTIONS

As provided by Section 7103.5, of the California Public Contract Code, in entering into a public works contract or subcontract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest in, and all causes of action it may have under Section 4 of the Clayton Act (15 U. S.C. Section 15) or under the Cartwright Act (Chapter 2) commencing with Section 16700 (of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

23.00 ASSIGNMENT OF CONTRACT

Any attempted assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Contractor, is void unless such assignment has had prior written approval of City and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

24.00 AWARD OR REJECTION OF BIDS

The contract, if awarded, will be awarded to the lowest, responsive, responsible bidder based on the lowest total bid in compliance with these instructions and the Notice Inviting Bids, provided the bid is reasonable and it is to the interest of the City to accept the bid.

The City reserves the right, at its sole discretion, to reject any and all bids and further reserves the right to reject any bids which are: a) non-responsive (e.g.: bids which are incomplete, obscure, or irregular-, bids which omit a bid on any one or more items on which the bids are required, bids which are unbalanced-, bids accompanied by insufficient or irregular bid guaranties), b) any bids from bidders who have previously failed to perform properly or to complete on time contracts of any nature with the City; or c) any bid which fails to provide satisfactory documentation of the bidder's qualifications as required by Section 00100-16.00, QUALIFICATION OF BIDDER. The City reserves the right to waive irregularities.

25.00 BONDS AND INSURANCE

The successful bidder, simultaneously with the execution of the Agreement, will be required to furnish a Payment Bond on forms provided by the City in an amount equal to one hundred percent (100%) of the Contract Price, a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price, the Workers Compensation Insurance Certificate, and evidences of insurance. Said insurance and bonds shall only use

the forms attached and shall be secured from a surety company satisfactory to City with a minimum A - Class IV rating with Best's Rating Guide or meeting the following minimum requirements:

If the Best's Rating for any surety company from which the bidder intends to procure the payment bond, performance bond, or both, is less than A - Class IV and/or not Treasury Rated, bidder may be required to, within 5 working days after bid opening, submit to the City an original or certified copy of each of the following documents for each surety company from which the bidder intends to procure such bond or bonds:

- A. Appropriate authorization of the signatory to execute each bond.
- B. A certificate of authority issued by the State Insurance Commissioner.
- C. A certificate from the County Clerk that the above certificate is not ineffective; and
- D. The surety company's financial statement for the prior quarter as specified in Section 995.670 of the California Code of Civil Procedure.

Simultaneously with the submission of the documents described in the preceding paragraphs, the bidder shall also submit an affidavit or declaration, under penalty of perjury under the laws of the State of California, demonstrating the following facts for the bond or bonds submitted or to be submitted on the bidder's behalf

- A. That the surety company's assets exceed its liabilities by more than the amount of the bond or bonds submitted on the bidder's behalf, and
- B. That in issuing the bond or bonds submitted on the bidder's behalf, the surety company shall be in full compliance with California Insurance Code Section 12090, supported by appropriate references to the surety company's most recent financial statement on file in the office of the State Insurance Commissioner.

Any bidder wishing to object to the sufficiency of any surety company used by another bidder shall comply fully with the provisions of Section 995.650 of the California Code of Civil Procedure.

The form of Agreement, as provided in Section 00500, AGREEMENT, which the successful bidder as Contractor will be required to execute, and the forms of bonds as provided in Sections 00610, FAITHFUL PERFORMANCE BOND and 00620, PAYMENT BOND, which it will be required to furnish, shall be carefully examined by the bidder. The Faithful Performance Bond is to secure the faithful performance of the Contract and the Payment Bond is to secure the payment of those to whom the bidder may become legally indebted for labor, materials, tools, equipment, or services of any kind used or employed by the bidder in performing the work.

26.00 AWARD OF CONTRACT

Within sixty (60) calendar days after the time of opening of the bids, the City will act either to accept a bid, to reject all bids or with the consent of the bidders and their sureties to extend the time in which the City may act. The acceptance of a bid will be evidenced by a Notice of Award of Contract in writing, delivered in person or by certified mail to the bidder whose bid is accepted. No other act of City will constitute acceptance of a bid. The issuance of a Notice of Award of Contract shall obligate the bidder whose bid is accepted to furnish performance and payment bonds and evidences of insurance, and to execute the Agreement in the form set forth in the contract documents. The Agreement will require the completion of the work according to the contract documents.

If award is made, it will be based on the lowest responsive, responsible bid.

Upon review of bids and determination of the lowest responsive, responsible bidder, the goal of the City is to recommend award of the contract at the February 4, 2025, City Council meeting. Assuming the City Council approves award of the contract at the February 4, 2025, City Council meeting and subsequent execution of the agreement and receipt of bonds and evidence of issuance, a Notice to Proceed could be issued by the City by March 3, 2025.

27.00 CITY OF ANGELS BUSINESS LICENSE

At the time the Contractor submits the Contract Documents, Contractor is required to possess or have submitted all documentation to the City to obtain a City of Angels Business License. A copy of the license or documentation verifying submittal to obtain the license shall be provided.

28.00 EXECUTION OF CONTRACT

The Agreement shall be executed by the successful bidder and returned, together with the Contract, bonds, business license, and evidences of insurance, within ten days after receiving written Notice of the Award of the Contract. Time is of the essence in this regard. After execution by City, one copy of the Agreement shall be returned to Contractor.

Failure or refusal to enter into a Contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and the forfeiture of the proposal guaranty. If the successful bidder refuses or fails to execute the agreement, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the agreement, the City may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the agreement, such bidder's guarantees shall be likewise forfeited to the City. The work may then be re-advertised.

29.00 **CONSTRUCTION DOCUMENTS**

Within five days after the execution of the Agreement by the City, the City will furnish the Contractor five copies of the Specifications, full and, if available, half-size plans.

****END OF SECTION****

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SECTION 00160

BIDDER QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the bidder shall complete, under penalty of perjury, the following questionnaire:

1. Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of the law or a safety regulation?	YES____ NO____
2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at any time in the last five years?	YES____ NO____
3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?	YES____ NO____
4. At the time of submitting this questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a contractor on a public works contract, pursuant to either California Labor Code Section 1777.1 (prevailing wage violations) or Labor Code Section 1777.7 (apprenticeship violations)?	YES____ NO____
5. At any time in the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government/public construction project, or the bidding or performance of a government/public contract?	YES____ NO____
6. Within the last five years, has your firm been assessed liquidated damages on any public contract?	YES____ NO____
7. Within the last three years has your firm or representatives been debarred from bidding on, or completing any public works construction contract for any reason?	YES____ NO____
8. Has CAL OSHA assessed penalties against your firm for any serious or willful violation occurring on a construction project at any time in the last three years?	YES____ NO____
9. In the past three years, have civil penalties or Notice of Complaint (letter of warning) been issued or assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements by the California Division of Apprenticeship Standards (DAS)?	YES____ NO____
10. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements?	YES____ NO____
11. Has your firm been assessed penalties for violation of public works prevailing wage requirements by the DLSE (Labor Commissioner)?	YES____ NO____

12. Does your firm have any pending complaints or investigations by a regulatory authority?

YES____ NO____

I, the undersigned, certify and declare that I have read and understood the questionnaire. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date _____

Signature _____

****END OF SECTION****

SECTION 00170

BIDDER’S SIGNATURE AND AUTHORITY

Bidder to complete and submit the appropriate signature and authority format for the legal entity submitting the bid.

BIDDER IS AN INDIVIDUAL

Legal Name: _____

Signature: _____

Address: _____

Physical Address: _____

Mailing address: _____

BIDDER IS A CORPORATION

Corporation Name: _____

Corporation Address: _____

Physical Address: _____

Mailing address: _____

State of Incorporation: _____

Bidder’s Signature: _____

Signer’s Title: _____

A certified copy of the bylaws or a resolution of the Board of Directors of the corporation shall be furnished showing the authority of the officer or agent signing the bid to execute Contracts on behalf of the corporation.

BIDDER IS A PARTNERSHIP

Partnership Name: _____

General Partners
in the Partnership: _____

Partnership Address:

Physical Address: _____

Mailing address: _____

If any/all of the General Partners are a Corporation:

Firm Name	State of Incorporation	Address	Person Authorized to Sign on Behalf of the Corporation

Bidder's Signature: _____

Signer's Title: _____

Firm Signing on Behalf
of the Partnership: _____

A certified copy of the bylaws or a resolution of the Board of Directors of the corporation shall be furnished showing the authority of the officer or agent signing the bid to execute Contracts on behalf of the corporation.

BIDDER IS A JOINT VENTURE

Joint Venture Name: _____

Partners in the
Joint Venture: _____

Joint Venture Address:

Physical Address: _____

Mailing Address: _____

If any/all of the Partners are a Corporation:

Firm Name	State of Incorporation	Address	Person Authorized to Sign on Behalf of the Corporation

Bidder's Signature: _____

Signer's Title: _____

Firm Signing on Behalf
of the Joint Venture: _____

A certified copy of the resolution or agreement shall be furnished showing the authority of the officer or agent signing the bid to execute Contracts on behalf of the Joint Venture.

****END OF SECTION****

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SECTION 00180

**STATEMENT ACKNOWLEDGING
PENAL AND CIVIL PENALTIES CONCERNING
THE CONTRACTORS' LICENSING LAWS**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- (a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- (b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- (c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.
- (d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- (e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing

exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.

- (f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- (g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

License No.: _____ Class: _____ Expiration Date: _____

Date _____ Signature _____

****END OF SECTION****

SECTION 00190

INSURANCE ACKNOWLEDGMENT

I have reviewed the City of Angels’ insurance requirements and I am aware of the types and amounts of insurance coverages that are required. I am also aware that my insurance company is required to use the Certificate of Insurance Form, and General Liability Special Endorsement, Automobile Liability Special Endorsement, and Workers' Compensation and Employer's Liability Special Endorsement Forms, provided herein. I have reviewed the City of Angels’ insurance requirements with my insurance carrier and I will be able to provide the required insurance coverages on the specified forms if awarded this project.

Bidder's Signature _____

Date _____

END OF SECTION

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SECTION 00300

BID FORM

DATE: _____

1. Enter Into Agreement

The undersigned, as bidder, declares that we have received and examined the Contract Documents entitled Mark Twain Water Distribution System Improvements, and will contract with the City, on the form of Agreement provided herewith, to do everything required for the fulfillment of the Contract Document for the construction of the Mark Twain Water Distribution System Improvements at the prices and on the terms and conditions herein contained.

2. Bidder Accepts

Bidder accepts all of the terms and conditions of the Request for Proposal and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for the period specified for Notice of Award after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 days after the date of City's Notice of Award.

3. Bidder's Representations

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- a. Bidder has examined and carefully studied the Bidding Documents and the Addenda.

We acknowledge that the following addenda numbers have been received and have been examined as part of the Contract Documents.

<u>Addenda No.</u>	<u>Date Received</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

- b. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- c. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- d. Bidder acknowledges that City and Design Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to existing underground facilities at or contiguous to the site.

- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

- f. Bidder is aware of the general nature of Work to be performed by City and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- g. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- h. Bidder has given City written notice of all conflicts, errors, ambiguities or discrepancies in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by Engineer as described in the Instructions to Bidders, because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

- i. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over City.

Bid Prices

Bidder will complete the Work in accordance with the Contract Documents for the following prices(s):

BID SCHEDULE

BID ITEMS

Bid Item	Description	Unit	Approx. Quantity	Unit Price	Extended Price
1	Mobilization/demobilization	LS	1		
2	SWPPP implementation	LS	1		
3	Traffic control	LS	1		
4	Construct 6-inch waterline in Tuolumne Avenue	LF	178		
5	Construct 6-inch waterline in Stanislaus Avenue	LF	597		
6	Construct 6-inch waterline in Oneida Street	LF	502		
7	Construct 8-inch waterline in Gold Cliff Road	LF	928		
8	Install fire hydrant	EA	2		
9	Install air release valve	EA	3		
10	Install in-line blow-off	EA	2		
11	Install dead-end blow-off	EA	1		
12	Construct connection to existing pipeline – Tuolumne Avenue	LS	1		
13	Construct connection to existing pipeline – Stanislaus Avenue/Pacific Avenue	LS	1		
14	Construct connection to existing pipeline – Oneida Street/Pacific Avenue	LS	1		
15	Construct connection to existing pipeline – Gold Cliff Road/Mark Twain Road	LS	1		
16	Reconnect residential water services	EA	25		
17	Reconnect fire hydrant	EA	2		
18	Sheeting, shoring, and bracing	LS	1		
TOTAL BID ITEMS 1-18					\$ _____

TOTAL BID (ITEMS 1-18) WRITTEN OUT _____

4. Attached Documents

By initialing below, we acknowledge that the following are attached hereto and made a part of this bid.

Bidder Initials	Section	Title
	00160	Bidder Questionnaire
	00170	Bidder's Signature and Authority
	00180	Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws
	00190	Insurance Acknowledgement
	00300	Bid Form
	00400	Bid Bond Affidavit
	00410	Bid Guaranty Bond
	00420	Certification of Bidder's Experience and Qualifications
	00430	Proposed Subcontractors
	00450	Site Visit Affidavit
	00480	Non-Collusion Affidavit
	00490	Department of Industrial Relations and SB 854 Compliance Affidavit

5. Completion

We agree, if our bid is accepted and a Contract for Performance of the Work is entered into with the City, to so plan work and to prosecute it with such diligence that the work shall be completed within the time stipulated.

If our bid is accepted, we agree to sign the Agreement without qualifications and to furnish the performance and payment bonds and the required evidences of insurance within 10 calendar days after receiving written Notice of Award of the Contract.

Attached is a bid guaranty bond as required.

Name of Bidder

6. Contractor’s License and Address for Communications

The undersigned certifies that the undersigned holds California Contractor’s License, Class _____, number _____, expiration date _____.

Name of Bidder

Signature of Bidder

Title of Signator

Address of Bidder

Witness

Title of Witness

State of Incorporation

Phone Number

Fax Number

****END OF SECTION****

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SECTION 00400

BID BOND AFFIDAVIT

Accompanying this proposal is _____ *(Note: Insert the words "Cash", "Cashier's Check", "Certified Check", or "Bidder's Bond" as the case may be)* in an amount equal to at least ten percent (10%) of the total of the bid amount.

The undersigned further agrees that in case of default in executing the required contract together with the necessary bonds within the period of time provided by the Proposal Requirements, the proceeds of the security accompanying this proposal shall become the property of the City of Angels, and this proposal and the acceptance thereof may be considered null and void.

Name, address, and telephone number of surety company and agent who will provide the required bonds for this contract:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state firm name and individual's name in full.

Bidder's Signature

Bidder's Title

Business Address

Date

END OF SECTION

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SECTION 00410

BID GUARANTY BOND

The attached form shall be turned in with the bid as the Bid Guaranty Bond with the form signed and notarized by the surety. Alternately, the bidder may submit the following forms of bidder's security:

- a. Cash
- b. A cashier's check made payable to the City.
- c. A certified check made payable to the City.

If a bid guaranty bond is submitted on a form other than that provided herein, then the alternate bid guaranty bond must meet all the requirements of the form provided herein. If the alternate bid guaranty bond is not acceptable to the City, then the bid may be subject to rejection. The City shall be the sole judge as to whether the alternate bid guaranty bond form is acceptable.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, _____ AS PRINCIPAL, AND _____ AS SURETY, are held and firmly bound unto the City of Angels in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Angels for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Angels to which said bid was submitted, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, in no case shall the liability of the surety hereunder exceed the sum of \$_____.

THE CONDITION OF THIS OBLIGATION IS SUCH

THAT WHEREAS, the Principal has submitted the above-mentioned bid to the City of Angels, aforesaid, for certain construction specifically described as follows, for which bids are to be opened at _____.

FOR: Mark Twain Water Distribution System Improvements

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented for signature, the Principal enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City of Angels, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, and provide certificate of insurance coverage required by the contract documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect, and the surety shall pay said penal sum to the City of Angels on demand.

IN WITNESS WHEREOF, we have hereunto set our hand on this ____ day of _____, 20____.

_____ Title of Signator (seal)	_____ Title of Signator (seal)
_____ Signature of Principal	_____ Signature of Surety
_____	Best Rating: _____
_____	_____
_____ Address	_____ Address

Note: Signatures of those executing for the surety must be properly acknowledged.

****END OF SECTION****

SECTION 00420

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**1.00 QUALIFICATIONS**

By signing in the area indicated below, the Bidder acknowledges and certifies the following:

- A. The Bidder – at the time of bidding, award, and throughout the period of the contract – shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the contract documents. In accordance with Public Contract Code Section 20103.5, any Bidder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board.
- B. The Bidder is skilled and regularly engaged in the general class and type of work called for in the contract documents.
- C. The Bidder is competent, knowledgeable, and has special skills required for the nature, extent, and inherent conditions of the work to be performed.
- D. The Bidder acknowledges that there may be certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

2.00 EXPERIENCE

To be considered for award, Bidder, as a company, shall have substantially completed within the last three (3) years, at least three (3) separate water system improvement projects for public agencies with a minimum construction value of \$500,000 per project.

The Bidder shall submit a summary of project experience and qualifications with the bid documents including the following information for each project: Project Name, Owner, Length/Size of Sanitary Sewer Constructed, Construction Cost, Construction Change Orders (number/total dollars), Owner's Representative, Owner's Telephone Number, and Date of Substantial Completion.

-
1. Project Name: _____
Owner: _____
Length/Size of Water Pipeline Constructed: _____
Construction Cost: _____
Construction Change Orders, number/total dollars: _____
Owner's Representative: _____
Owner's Telephone No.: (____) _____
Date of Substantial Completion: _____

 2. Project Name: _____
Owner: _____
Length/Size of Water Pipeline Constructed: _____
Construction Cost: _____
Construction Change Orders, number/total dollars: _____
Owner's Representative: _____
Owner's Telephone No.: (____) _____
Date of Substantial Completion: _____

 3. Project Name: _____
Owner: _____
Length/Size of Water Pipeline Constructed: _____
Construction Cost: _____
Construction Change Orders, number/total dollars: _____
Owner's Representative: _____
Owner's Telephone No.: (____) _____
Date of Substantial Completion: _____

CERTIFICATION OF BIDDER'S
EXPERIENCE AND QUALIFICATIONS

Signed this _____ day of _____, 20____.

Name of Bidder

Contractor's License No.

Expiration Date

Signature of Bidder

Title of Signator

*** END OF SECTION ***

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PROPOSED SUBCONTRACTORS

Pursuant to California Public Contracting Code, Section 4100 et. seq., the following list gives the name, business address, and portion of work (description of work to be done) for each subcontractor that will be used in the work if the bidder is awarded the Contract. (Additional supporting data may be attached to this page. Each page shall be sequentially numbered and headed "Proposed Subcontractors" and shall be signed.)

[illegible]

Name of Bidder

¹ Status M = Minority Owned Business Enterprise.
W = Women Owned Business Enterprise.

*** END OF SECTION ***

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SECTION 00450

SITE VISIT AFFIDAVIT

NAME OF PROJECT: Mark Twain Water Distribution System Improvements

State of California

County of _____

_____, being first duly sworn, deposes
(Printed Name of Contractor’s Authorized Representative)

he or she is

_____ of _____,
(Title of Representative) (Bidder’s Name)

the party making the bid, has visited the Site of the Work as described in the Contract Documents and has examined and familiarized themselves with the existing conditions, as well as all other conditions relating to the construction which will be performed. The submitting of a bid shall be considered an acknowledgement on the part of the Bidder of familiarity with conditions at the site of Work. The Bidder further acknowledges that the site examination has provided adequate and sufficient information related to existing conditions which may affect cost, progress or performance of the Work.

Signed this _____ day of _____, 20_____.

Authorized Signature

*** END OF SECTION ***

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SECTION 00480

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

State of California)
) ss.
County of)

_____, being first duly sworn, deposes and say that he or she is of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, business entity, business combination, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature

Name of Bidder

Title

Date

Subscribed and sworn to before me this _____day of _____, 20____.

Signature of Notary Public in and for
the County of _____,
State of California.

*** END OF SECTION ***

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SECTION 00490

DEPARTMENT OF INDUSTRIAL RELATIONS AND
SB 854 COMPLIANCE AFFIDAVIT

In accordance with California Labor Code as amended through Senate Bill (SB) 854, prior to commence of the Contract, all Contractors are required to register and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). This project is subject to compliance monitoring and enforcement by the DIR. For information regarding registration, please go to:

www.dir.ca.gov

I, the Bidder, certify that:

I am aware of the provisions of SB 854 and subsequent DIR regulations which require Contractors/Vendors to comply with all labor compliance requirements including, but not limited to, prevailing wage requirements, Labor Code Sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, 1815, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements described in the DIR website. I will comply with such provisions before commencing the performance of the work of this contract and maintain compliance throughout the completion of said contract.

Signature	Date
Print Name	Business Name
Title	CSLB License Number
	DIR Registration Number

END OF SECTION

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SECTION 00500

**CONSTRUCTION SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF ANGELS
AND _____**

Project No. ____-____

[Project Name]

THIS CONSTRUCTION SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF ANGELS, a California municipal corporation (“City”), and _____, a _____ (“Contractor”), on this ____ day of _____ 20__ (the “Effective Date”). City and Contractor may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks a duly qualified and licensed firm experienced in the construction of _____ (the “Project”).

B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a “public project” pursuant to Public Contract Code section 20161.

C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the “Services”).

D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.

E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on _____, 20__, at a duly noticed meeting of the City Council of the City of Angels Camp, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Contract Documents: This Agreement, together with the following documents, are collectively referred to herein as the “Contract Documents”:

- i. Notice to Bidders;
- ii. Contractor’s Bid or Proposal accepted by City;

- iii. General Conditions, Supplementary Conditions, and Special Provisions of the City of Angels for [Project Name];
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required by the Contract Documents;
- vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Angels Camp Standard Specifications and Drawings.

All of the Contract Documents are intended to incorporate the terms of the others so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as the “Contract.” In case of any dispute regarding the terms of the Contract, the decision of the City Engineer shall be final.

2. Term. The Contract shall be effective as of the Effective Date first stated above. Contractor shall not commence work on the Project until it has been given notice by City (“Notice to Proceed”). The Contract shall terminate _____ (___) year(s) after City accepts Contractor’s performance of the Services by recording a Notice of Completion with the County of Calaveras Clerk Recorder (the “Term”), unless the Parties mutually agree in writing to terminate the Contract earlier or extend the Term in an agreed writing executed by both Parties.

3. Scope of Work.

(a) *Services.* Contractor shall perform the Services described in Exhibit A, subject to all terms and conditions in the Contract. Contractor shall not receive additional compensation for the performance of any Services not described therein.

(b) *Modification.* City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in Section 4 of this Agreement, without prior written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section ; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract Price on account of such change. The issuance of a change order pursuant to this Section 3 in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not

invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "General Conditions and Special Provisions for [Project Name]." The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

(d) *Exhibits.* All "Exhibits" referred to below or attached hereto are, by this reference, incorporated into the Contract.

	<u>Exhibit Designation</u>	<u>Exhibit Title</u>
1.	Exhibit A	Scope of Services
2.	Exhibit B	Payment by Force Account
3.	Exhibit C	Workers' Compensation Insurance Certification
4.	Exhibit D	Performance Bond
5.	Exhibit E	Payment Bond

4. Contract Price. City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed _____ Dollars (\$_____.00) (the "Contract Price"). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

(a) If the work performed is on the basis of unit prices contained in the Contract Documents, the change order will be determined in accordance with the provisions in Section 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications, as applicable; or

(b) If the work performed is not included on the engineer's estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or

(c) If the change order is not determined as described above in either subdivision (a) or (b), the change order will be determined on the basis of force account in accordance with the provisions set forth in **Exhibit B**, "Payment by Force Account," attached hereto and incorporated herein by reference.

5. Time for Performance. The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of

one hundred fifty (150) calendar days (the “Completion Date”) beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

(a) *Right of City to Increase Working Days:* If Contractor fails to complete the Services by the Completion Date, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges. No extension of time for completion of Services under the Contract shall be considered unless requested by Contractor at least twenty (20) calendar days prior to the Completion Date, in writing, to the City Engineer.

The Completion Date may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Completion Date will be determined as follows:

- i. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or
- ii. Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
 1. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within fifteen (15) days from the beginning of that delay; or
 2. where the delay is caused by actions beyond the control of Contractor; or
 3. where the delay is caused by actions or failure to act by the City Engineer.

Contractor shall not be entitled to an adjustment in the Completion Date for delays within the control of Contractor. Delays resulting from and within the control of a subcontractor or supplier of Contractor shall be deemed to be delays within the control of Contractor.

(b) *Excusable Delays.* Contractor shall not be in breach of the Contract in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, pandemic, epidemic, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor’s financial inability to perform, Contractor’s failure to obtain any necessary permits or licenses from other governmental agencies, or

Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If Contractor's performance of the Services is delayed by an excusable delay, the Completion Date shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

(c) *Emergency - Additional Time for Performance - Procurement of Materials.* If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

- i. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify the City Engineer in writing thereof, and give specific reasons therefore; the City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with subdivision (b) of this Section.

Substituted materials, or changes in the work, or both, shall be ordered in writing by the City Engineer, and the concurrence of the City Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

- ii. If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either Party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the Project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided Contractor shall take all steps possible to minimize this obligation; or
- iii. The City Council, by resolution, may suspend the Contract until the cause of inability to perform is removed for a period of not to exceed sixty (60) days.

If the Contract is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Contract may have been suspended, as herein above provided, the City Council may further suspend the Contract, or either Party hereto may, without incurring

any liability, elect to declare the Contract terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Contract Price for such portion of the Contract as may have been performed; or

- iv. City may terminate the Contract, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the Contract as may have been performed. Such termination shall be authorized by resolution of the City Council. Notice thereof shall be forthwith given in writing to Contractor, and the Contract shall be terminated upon receipt by Contractor of such notice.

In the event of the termination provided in this sub-paragraph (iv), none of the covenants, conditions or provisions hereof shall apply to the Services not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Completion Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **One Thousand Dollars** (\$1,000.00) for each calendar day beyond the Completion Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Completion Date. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Completion Date shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date.

6. Termination.

(a) *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the “Defaulting Party”), the other Party shall give notice to the Defaulting Party and allow the Defaulting Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate the Contract by giving written notice of such termination, stating the reason for such

termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered until such termination, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of the Contract by Contractor, including Delay Damages. If payment under the Contract is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in this Agreement as the Services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by City by virtue of any breach of the Contract by Contractor. Upon termination, Contractor shall deliver copies of all Work Product, as defined in Section 19 of this Agreement, to City. If District terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

(b) If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City's intention to terminate the Contract, and unless such violations shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost occasioned City thereby, and in such event City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to Contractor as may be on the Project site and necessary thereof.

7. Liability for Breach: Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract or the Services performed in connection with the Contract.

8. Compensation: City shall make payments to Contractor in accordance with the provisions of Section 9 of the General Conditions in legally executed and regularly issued warrants of City,

drawn on the appropriate fund or funds as required by law and order of the City Council thereof. Contractor shall be administered a progress payment approximately every thirty (30) calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins. Contractor shall provide access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Contract.

Monthly progress payments in the amount of 95 percent (95%) of the value of the work will be made to Contractor based on the Contractor's estimate and the schedule of prices contained in the accepted bid. The remaining 5 percent (5%) will be retained by City as partial security for the fulfillment of the Contract except that at any time after 50 percent (50%) of the work has been completed, if the City Engineer finds that satisfactory progress is being made and the Project's critical path of work are on schedule, City may discontinue any further retention. Such discontinuance will only be made upon the written request of Contractor. City may, at any time the City Engineer finds that satisfactory progress is not being made, again institute retention of 5 percent (5%) as specified above. Payment will be made as soon as possible after the preparation of the Contractor's estimate. City shall pay the remaining 5 percent (5%) of the value of the Services completed under this Contract, if unencumbered by retentions for claims, not sooner than the expiration of thirty-five (35) calendar days from the date of recordation of the Notice of Completion, pursuant to Section 2 of this agreement, and not later than sixty (60) days from the "completion" of the Services as said term is defined in Public Contract Code section 7107(c).

No estimate or payment shall be made if, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than \$1,000. No progress payments will be made if the time allotted for the job is thirty (30) working days or less. Payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work performed under this Contractor, or any portion thereof, and shall in no way reduce the liability of Contractor to replace unsatisfactory work or materials, though the unsatisfactory character of such work or materials may not have been apparent or detected at the time such payment was made.

Additionally, as a precondition to City's progress payments hereunder, Contractor shall provide to City, prior to payment, unconditional waivers and releases of stop notices pursuant to Civil Code section 8128 et seq. from each subcontractor and materials supplier. The form of said waivers and releases shall be as set forth in Civil Code section 3262(d)(2).

Pursuant to Public Contract Code section 22300 et seq., Contractor may request the right to substitute securities for any moneys withheld by City to ensure the performance required of Contractor under the Contract, or that City make payment of retentions earned directly into an escrow account established at the expense of Contractor.

9. Disputes Pertaining to Payment for Work: Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be

final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

(a) *Claims Processing.* Any submission of a claim by Contractor must comply with the requirements of Public Contract Code section 9204. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Parties may, by mutual agreement, extend the time period provided in this subdivision. Contractor shall furnish reasonable documentation to support the claim. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after City issues its written statement. If Contractor disputes City's written response, or if City fails to respond to a claim issued pursuant to this section within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

(b) *Meet-and-Confer Conference.* Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

(c) *Nonbinding Mediation.* Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject judicial review pursuant to Section 23 of this Agreement.

Notwithstanding any claim, dispute, or other disagreement between the Parties regarding performance under the Contract, the scope of work hereunder, or any other matter arising out of or related to, in any manner, the Contract, Contractor shall proceed diligently with performance of the Services in accordance with City's written direction, pending any final determination or decision regarding any such claim, dispute, or disagreement.

10. Permits and Care of Work: Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Section 1 of the Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission

necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

11. Public Works and Payment of Prevailing Wage:

(a) *Monitoring and Enforcement.* In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, all work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). All work performed by Contractor or its subcontractors under the Contract is subject to the requirements of Labor Code section 1720 et seq. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. Contractor and its subcontractors shall furnish the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

(b) *Wages & Hours of Employment:* In the performance of the Services under the Contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by DIR for the community. Contractor shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to City for each workman employed in the execution of the Contract by Contractor or its subcontractor(s), for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor Code section 1810 et seq. Contractor shall post prevailing wage rates at the Project no later than the first day Contractor commences performance of the Services under the Contract.

12. Superintendence by Contractor: Contractor shall give personal superintendence to the work on the Project or have a competent foreman or superintendent satisfactory to the City Engineer on the Project at all times during construction and performance of work under the Contract, with authority to act for Contractor.

13. Inspection and Testing by City: Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any

materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

14. Conformity with Law and Safety: Contractor shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal, and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor or its subcontractors must be in accordance with these laws, ordinances, codes, and regulations. Contractor's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of the Contract, Contractor shall immediately notify City's risk manager by telephone. If any accident occurs in connection with the Contract, Contractor shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools, or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of the Contract, Contractor shall immediately notify City. Contractor shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

15. Other Contracts: City may award other contracts for additional work on the Project, and Contractor shall fully cooperate with such other contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

16. Bonds: Concurrently with the execution hereof, Contractor shall furnish, on the forms provided herein as **Exhibits D and E**, respectively, corporate surety bonds to the benefit of City, issued by a surety company acceptable to City and authorized and admitted to do business in the state of California, as follows:

(a) *Faithful Performance Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the faithful performance of the Contract. The bond shall

contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

(b) *Payment Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252, inclusive, of the Civil Code and Section 13020 of the Unemployment Insurance Code of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

The surety companies shall familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modification or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by City or its authorized agents under the terms of this Contract and failure to so notify the surety or sureties of such changes shall in no way relieve the surety or sureties of their obligations under the Contract.

17. Indemnification:

(a) *Indemnity for Professional Liability.* When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers ("City's Agents") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor or its subcontractors are responsible for such damages, liabilities and costs on a comparative basis of fault between Contractor or its subcontractors and City in the performance of professional services under the Contract. Contractor shall not be obligated to defend or indemnify City for City's own negligence or for the negligence of others.

(b) *Indemnity for other than Professional Liability.* Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and any and City's Agents from and against any liability, including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of the Contract by Contractor or by any individual or agency for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

18. Contractor's Insurance: Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and

approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) *General Liability Insurance.* Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. Contractor's general liability policies shall be primary and not seek contribution from City's coverages and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required. The policy shall contain, or be endorsed to contain, the following provisions:

- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the Contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.
- (2) For any claims related to the Project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
- (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under the Contract, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
- (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(b) *Workers' Compensation Insurance.* Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) *Auto Insurance.* Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars (\$2,000,000) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) *Builder's Risk Insurance.* Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. The policy shall be provided for replacement value on an "all-risk" basis. City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. The policy must include: (1) coverage for removal of debris and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site, whether provided from within a Builder's Risk policy or through the addition of an Installation Floater. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

(e) *Contractors Pollution Insurance.* Pollution Coverage shall be provided on a Contractors Pollution Liability form, or other form acceptable to City, providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than One Million Dollars (\$1,000,000) per claim. All activities contemplated in the Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

(f) *Professional Liability Insurance.* When applicable, Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with the Contract, in the minimum amount of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by the Contract.

(g) *Deductibles and Self-Insured Retentions.* Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City's Agents; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

(h) *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII or with an insurer to which City has provided prior approval.

(i) *Verification of Coverage.* Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section 18. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(j) *Waiver of Subrogation.* With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(k) *Subcontractors.* Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Ownership of Work Product: Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails, or any original works of authorship created by contractor or its subcontractors or subcontractors in connection with Services performed under the Contract ("Work Product") shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event that it is ever determined that any Work Product created by Contractor or its subcontractors or subcontractors under the Contract are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such Work Product to City. With the prior written approval of the City Engineer, Contractor may retain and use copies of such Work Product for reference and as documentation of its experience and capabilities.

All Work Product shall become the property of City irrespective of where located or stored and Contractor agrees to deliver all such documents and information to City, without charge and in whatever form it exists, upon the Completion Date, as may be extended. Contractor shall have no ownership interest in such Work Product.

All Work Product of Contractor under the Contract, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specific in Exhibit A.

When the Contract is terminated, Contractor agrees to return to City all documents, drawings, photographs, and other written or graphic material, however produced, that it received from City or

City's Agents, in connection with the performance of its Services under the Contract. All materials shall be returned in the same condition as received.

20. Taxes: Payment of any taxes, including California sales and use taxes, levied upon the Contract, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Contractor. Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to City. Such cooperation shall include, but not be limited to:

(a) *Use Tax Direct Payment Permits.* Contractor shall apply for, obtain, and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

(b) *Purchases of \$500,000 or More.* Contractor shall require vendors and suppliers located outside California from whom Contractor makes purchases of \$500,000 or more to allocate the use tax to City.

21. Independent Contractor: At all times during the Term of the Contract, Contractor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the Services required under the Contract. Contractor shall be liable for its acts and omissions, and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between City and Contractor. City shall have the right to control Contractor only insofar as the result of Contractor's Services rendered pursuant to the Contract; however, City shall not have the right to control the means by which Contractor accomplishes Services rendered pursuant to the Contract.

22. Contractor Not Agent: Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.

23. Arbitration of Disputes: All claims, disputes, and other matters in question between City and Contractor arising out of, or relating to, this Contract or the breach thereof, including claims of Contractor for extra compensation of Services related to the project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 through 1284.2 of the Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in the Contract. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay, and liquidated damages, if any, provided for the Contract, matters involving defects in the Services performed by Contractor or its subcontractors, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having competent jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or

equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

The parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorney's fees incurred by the prevailing Party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

- (a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.
- (b) All Parties to the arbitration shall be entitled to the discovery procedures provided under Section 1283.05 of the California Code of Civil Procedure.
- (c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.
- (d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

All administrative remedies required under Section 9 of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this Section 23.

24. Provisions Cumulative: The provisions of the Contract are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

25. Notices: All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City: **City of Angels**
Attn: City Administrator
200 Monte Verde Street, Suite B
Angels Camp, CA 95222

With courtesy copies to: **Churchwell White LLP**
Attn: Douglas L. White, City Attorney
1414 K Street, 3rd Floor
Sacramento, CA 95814

If to Contractor: _____

If to Contractor's Sureties: _____

26. Interpretation: As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

27. Antitrust Claims: Contractor or its subcontractors offer and agree to assign to City all rights, title, and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

28. Use of City Project Number: Contractor or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude Contractor or its subcontractors from using their own project numbers for their own internal use.

29. No Conflict of Interest: Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out the Contract.

30. Confidentiality: Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information"). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all

communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

31. Modification. No alteration, amendment, modification, or termination of the Contract shall be valid unless made in writing and executed by all Parties to the Contract.

32. Waiver: No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

33. Assignment: No Party to the Contract shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the foregoing provisions, the Contract shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

34. Authority: All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, person, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into the Contract have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

35. Governing Law: The Contract shall be governed and construed in accordance with the laws of the state of California.

36. Venue: Venue for all legal proceedings shall be in the Superior Court of California, in and for the County of Calaveras.

37. Severability: If the Contract in its entirety is determined by an arbitrator or a court of competent jurisdiction to be invalid or unenforceable, the Contract shall automatically terminate as of the date of final entry of judgment. If any provision of the Contract shall be determined to be invalid and unenforceable, or if any provision of the Contract is rendered invalid or unenforceable according the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

38. Counterparts: This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

39. Mandatory and Permissive: “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

40. Headings: Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

41. Attorney's Fees and Costs: Except as expressly provided for in Sections 9 and 23 of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

42. Necessary Acts and Further Assurances: The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of the Contract.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of ____ pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

CONTRACTOR

CITY OF ANGELS, a municipal corporation

By: _____

By: _____
Steve Williams, Interim City Administrator

Print Name

Date: _____

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

By: _____
Douglas L. White, City Attorney

DIR Registration Number:

Attach Contractor's Seal Here

EXHIBIT A
CONTRACTOR'S PROPOSAL FOR SERVICES

EXHIBIT B
PAYMENT BY FORCE ACCOUNT

For work paid by force account, the City Engineer compares City's records to Contractor's daily force account work report. When the City Engineer and Contractor agree on the contents of the daily force account work reports, the City Engineer accepts the report and City pays for the work. If the records differ, City pays for the work based only on the information shown on City's records. If a subcontractor performs work at force account, work paid at force account will be accepted at an additional 2 percent (2%) markup to the total cost of that work, including markups, as reimbursement for additional administrative costs. The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit. If an item's unit price is adjusted for work-character changes, City excludes Contractor's cost of determining the adjustment. Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

A. Labor. Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 35 percent (35%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

1. Employer payment to the worker for:
 - 1.1 Basic hourly wage
 - 1.2 Health and welfare
 - 1.3 Pension
 - 1.4 Vacation
 - 1.5 Training
 - 1.6 Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
 - 2.1 Workers' compensation insurance
 - 2.2 Social security
 - 2.3 Medicare
 - 2.4 Federal unemployment insurance
 - 2.5 State unemployment insurance
 - 2.6 State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 35 percent (35%) markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

- (a) Home office overhead
- (b) Field office overhead
- (c) Bond costs
- (d) Profit
- (e) Labor liability insurance
- (f) Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

B. Materials. Material payment is full compensation for materials the Contractor furnishes and uses in the work. The City Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 15 percent markup is added;
2. Supplier discounts are subtracted whether the Contractor takes them or not;
3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;
4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:
 - 4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
 - 4.2 Current wholesale price for those materials;
5. If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:
 - 5.1 During that period
 - 5.2 In the quantities used

C. Equipment Rental. Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 15 percent markup.

If Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original

location. If Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, Contractor must obtain authorization for the equipment rental's original location.

The City Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
 - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
 - 1.2. Current during the work paid by force account.
 - 1.3. Regardless of equipment ownership but City uses the rental document rates or minimum rental cost terms if:
 - 1.3.1. Rented from equipment business Contractor does not own.
 - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the City Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. Contractor may submit cost information that helps the City Engineer establish the rental rate but City uses the rental document rates or minimum rental cost terms if:
 - 2.1. Rented from equipment business Contractor does not own.
 - 2.2. The City Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

- | | |
|---|----------------------------|
| 1. Fuel | 7. Repairs and maintenance |
| 2. Oil | 8. Depreciation |
| 3. Lubrication | 9. Storage |
| 4. Supplies | 10. Insurance |
| 5. Small tools that are not consumed by use | 11. Incidentals |
| 6. Necessary attachments | |

City pays for small tools consumed by use. The City Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

The City Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. Contractor submits a request to use rented equipment

2. Equipment is not available from Contractor's normal sources or from one of Contractor's subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The City Engineer authorizes the equipment source and the rental rate before Contractor uses the equipment

D. Equipment on the Job Site. For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
 - 3.1. Hourly rates are paid in 1/2-hour increments
 - 3.2. Daily rates are paid in 1/2-day increments

E. Equipment Not on the Job Site Required for Original-Contract Work. For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated four (4) hours or less is paid as 1/2 day
3. Operated four (4) hours or more is paid as one (1) day

If the minimum total time exceeds eight (8) hours and if hourly rates are listed, City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown in the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

Equipment Rental Hours	
Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

F. Equipment Not on the Job Site Not Required for Original-Contract Work. For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

G. Non-Owner-Operated Dump Truck Rental. Contractor shall submit the rental rate for non-owner-operated dump truck rental to City. The City Engineer shall determine the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, an additional markup of 10 percent (10%) will be added to the total cost of that extra work including all markups specified in this Section. The additional 10 percent (10%) markup shall reimburse Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

****END OF SECTION****

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SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Angels Camp**, State of California, has awarded to _____, hereinafter designated as the "Principal," a contract for **Project No. __-__, "_____»«Project_Name_2»;** and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the Principal, and _____ as Surety, are held and firmly bound unto the City of Angels Camp in the penal sum of _____ (\$_____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or Principal's heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall defend, indemnify and save harmless the City of Angels Camp, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other contract documents, no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder, or to the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of additions to the terms of the Contract to the work, or to the specifications.

The City of Angels Camp reserves the right to refuse use of any Contractor assigned by any surety to complete the work.

[Signatures on Following Page]

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

Phone No.: () _____ Fax No.: () _____

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.

(Seal)

Witness _____

Approved as to form:

Risk Manager

****END OF SECTION****

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Angels Camp**, a municipal corporation, has awarded to _____, hereinafter designated as the “Principal”, a contract for **Project No.** ____-____**«Project_Number»**, “_____”**«Project_Name_2»**; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Angels Camp in the sum of _____ (\$_____), said sum being equal to the estimated amount payable by said City of Angels Camp under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, or Principal’s heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender, or other supplies, implements, or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from these wages of employees of the Contractor and Contractor’s subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney’s fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3138 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other Contract Documents, no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

[Signatures on Following Page]

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

Phone No.: () _____ Fax No.: () _____

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.

(Seal)

Witness _____

Approved as to form:

Risk Manager

*** END OF SECTION ***

SECTION 00650

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Pursuant to Section 18(b) of the Agreement, Contractor certifies as follows:

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

Signed: _____ Date: _____

(Typed or Printed Name)

Business Address (Street Address, City, State & Zip Code):

Business Phone: () _____

****END OF SECTION****

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STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

CITY OF ANGELS

These General Conditions are based in part on
EJCDC C-700 (2002 Copyrighted Edition)

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ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in these General Conditions or in other Contract Documents, the terms listed below have the meanings indicated which are applicable to both the singular and plural thereof. Said terms are generally capitalized or written in italics, but not always. When used in a context consistent with the definition of a listed-defined term, the term shall have a meaning as defined below whether capitalized or italicized or otherwise.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Construction Manager which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Request for Proposal, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Construction Manager which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Construction Manager's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the

Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Construction Manager who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Construction Manager, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work

(or a specified part thereof) can be safely and conveniently utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Construction Manager ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

53. *Construction Manager*--The individual or entity retained by the Owner to perform construction quality assurance and contract administration functions not involving reviews and interpretations with respect to design intent. The Construction Manager is a representative of the Owner, either an employee or consultant, employed to act

as advisor to the Owner in construction matters under the Contract.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer or Construction Manager. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer or Construction Manager as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer or Construction Manager any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to --Construction Manager’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide, Supply

1. The word "Furnish" or the word "Install" or the word "Perform" or the word "Provide" or the word "Supply," or any combination or similar directive or usage thereof, shall mean FURNISHING AND INCORPORATING IN THE WORK including all necessary labor, materials, equipment, and everything necessary to perform the Work indicated, unless specifically limited in the context used.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Construction Manager for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Construction Manager and Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Construction Manager, and others as appropriate will be held to review for acceptability to Construction Manager as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Construction Manager if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Construction Manager responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Construction Manager and Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Construction Manager as to form and substance if it

provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations with respect to the design intent of the Contract Documents shall be issued by Engineer through the Construction Manager, and clarifications and interpretations with respect to administrative matters shall be issued by the Construction Manager as provided in Article 9.

D. The Specifications may vary in form, format and style. Some specification sections are written in varying degrees of streamlined or declarative style and some sections may be relatively narrative by comparison. Omissions of such words and phrases as "the Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of the section. The Contractor shall not take advantage of any variation of form, format or style in making claims for extra Work.

E. The cross referencing of specification sections under the subparagraph heading "Related Sections include but are not necessarily limited to:" and elsewhere within each specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross referencing provided and shall be responsible to coordinate the entire work under the Contract Documents and provide a complete Project whether or not the cross referencing is provided in each section or whether or not the cross referencing is complete.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or

association, or to Laws or Regulations, whether by reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, Engineer or Construction Manager, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer or Construction Manager, or any of their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Construction Manager any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer through Construction Manager before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Construction Manager in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner, Construction Manager or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract

Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

- 1. A Field Order;
- 2. Engineer’s approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or
- 3. Engineer’s written interpretation or clarification of matters of design intent issued through the Construction Manager, and Construction Managers written interpretation or clarification of administrative matters.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

- 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer’s consultants, including electronic media editions; or
- 2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adoption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data’s creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data’s creator.

ARTICLE 4 - AVAILABILITY OF LANDS;
SUBSURFACE AND PHYSICAL CONDITIONS;
HAZARDOUS ENVIRONMENTAL CONDITIONS;
REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner’s furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

1. Where easement lines are shown on the Contract Drawings they shall be considered as shown in their final location unless stipulated otherwise in the Supplementary Conditions.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and

legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Construction Manager in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Construction Manager's and Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Construction Manager will promptly review the pertinent condition with Engineer as appropriate, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor and Engineer) of Construction Manager's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by

the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner, Engineer and Construction Manager, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

3. Pursuant to Government Code Section 4216-4216.9, the Contractor shall notify the appropriate regional notification center of all excavations as required under Government Code sections 4216 to 4216.9. The Contractor shall contact Underground Service Alert at 1-800-642-2444 for the location of subsurface installations. Contractor shall furnish to the Construction Manager written documentation of its contact(s) with Underground Service Alert within two (2) days after such contact(s).

4. At least two (2) days before performing any excavation work, the Contractor shall request the utility owners to mark or otherwise indicate the location of their service. Contractor shall furnish to the Construction Manager written documentation of its contact(s) with utility owners requesting them to mark or otherwise indicate the location of their respective facilities within three (3) days after such contact(s).

5. It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective owners and which Contractor believes may affect or be affected by Contractor's operations. If no pay item is provided in the Contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.

B. Not Shown or Indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Construction Manager. Construction Manager will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Construction Manager concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05. In accordance with Government Code Section 4215 the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay is caused by the failure of the Owner or utility company to provide for the removal or relocation of facilities for which they are the responsible party

3. When the General Requirements, Specifications, or Construction Drawings indicate that a utility is to be relocated, altered or constructed by others, the Owner will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor.

4. Temporary or permanent service, relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs.

5. Except where the owner of a damaged utility has advised that it intends to repair the damage through its own forces or forces that it will retain or has retained, Contractor shall, within 24 hours of receipt from the Owner of notice to commence correction of damage, notify the Construction Manager in writing if Contractor intends to repair the damage. During nights and weekends when work is not in progress, Owner may give such notice by telephone or by facsimile transmission to the Contractor's facsimile number and such notice will be immediately effective. The Contractor's failure to provide timely written notification that it intends to repair the damage shall be deemed its agreement that the Owner may repair the damage at Contractor's expense without further notice and without prejudice to any other remedy available to Owner. In such event, the Contractor may observe the Work if this can be done without in any way delaying the progress thereof, but may not contest any element of the expense of repair or the lack of further notice. This provision is in addition to any other remedy, including the remedy provided in 13.09, Owner May Correct Defective Work

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Construction Manager's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Construction Manager whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by licensed land surveyor registered in the state of California.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data*

Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Construction Manager (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Construction Manager concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by

Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, Engineer and Construction Manager, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer and Construction Manager, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insur-

ance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 Contractor’s Liability Insurance

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor’s performance of the Work and Contractor’s other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

- 1. claims under workers’ compensation, disability benefits, and other similar employee benefit acts;
- 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor’s employees;
- 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees;
- 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
- 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

- 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner, Engineer and Construction Manager, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

- 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Contract Documents or required by Laws or Regulations, whichever is greater;
- 3. include completed operations insurance;
- 4. include contractual liability insurance covering Contractor’s indemnity obligations under Paragraphs 6.11 and 6.20;
- 5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
- 6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
- 7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.
 - a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.
- 8. With respect to all insurance required by this paragraph 5.04., Contractor agrees to waive all rights of subrogation against Owner, Engineer and Construction Manager, and each additional insured identified in the Supplemental Conditions.

5.05 Owner’s Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner’s option, may purchase and maintain at Owner’s expense Owner’s own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, Engineer and Construction Manager, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, collapse, explosion, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, Engineer and Construction Manager with 30 days written notice to each other additional insured.

B. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, Engineer and Construction Manager, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured and will

contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, Engineer and Construction Manager, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer and Construction Manager, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, Engineer and Construction Manager, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, Engineer or Construction Manager, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the

objecting party shall so notify the other party within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

1. All insurance required by the Contract Documents, or by laws or regulations shall remain in full force and effect on all phases of the Work, whether or not the Work is occupied or utilized by Owner, until all Work included in the agreement has been completed and final payment has been made.

2. Nothing contained in the insurance requirements shall be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from Contractor's, subcontractors' or suppliers' operations under the Contract. Contractor agrees that Contractor alone shall be completely responsible for procuring and maintaining full insurance coverage as provided herein or as may be otherwise required by the Contract Documents. Any approval by Owner or Construction Manager shall not operate to the contrary.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract

Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Means or methods of work suggested by the Owner, the Construction Manager, or the Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The Owner, Construction Manager, or the Engineer assume no responsibility therefor, and in no way will be held liable for any defects in the Work which may result from or be caused by use of such plan or method of Work.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Construction Manager except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. In the absence of any Federal, state or local laws, regulations or covenants, the Contractor may conduct its performance of the Work at the Contractor's sole discretion, except that the cost of any overtime pay or other expense incurred by the Owner for Resident Project Representative, Owner's Representative and construction observation services, occasioned by the conduct of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day, shall be reimbursed to the Owner by the Contractor. Contractor shall provide to Construction Manager 72-hour written notice of intent to work outside of regular working hours .

C. Prevailing Wage

1. In accordance with Section 1770 of the Labor Code, the Owner has ascertained and does hereby specify that the prevailing wage rates shall be those provided in Article 00100-22.00, WAGE RATES. The said rates shall include all employer payments that are required by Section 1773.1 of the Labor Code. The Owner will furnish to the Contractor, upon request, a copy of such prevailing rates. It shall be the duty of the Contractor to post a copy of such prevailing wages at the job site.

2. For each worker paid less than the prevailing wage rate in the execution of the Contract by the Contractor, or any subcontractor under it, in violation of the provisions of the Labor Code, and in particular, Section 1770 to Section 1780, inclusive, the Contractor shall be subject to the provisions and penalties of Section 1775 of the Labor Code. In addition to said penalty, and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amounts paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the stipulated prevailing rate shall be paid to each worker by the Contractor.

3. The wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum set forth.

4. No extra compensation whatever shall be allowed by the Owner due to the inability of the Contractor to hire labor at the minimum rate nor for any necessity for payment by the Contractor for subsistence, travel time, overtime, or other added compensation, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing the bid.

5. If it becomes necessary to employ a craft other than those listed in the prevailing rates, the Contractor shall notify the Owner immediately and the Owner will obtain the additional prevailing rate from the Director of the Department of Industrial Relations and the rate thus determined shall be applicable as a minimum at the time of initial employment.

6. The Contractor shall pay travel and subsistence payments to workers needed to execute the work as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed with the Department of Industrial Relations pursuant to Labor Code Section 1773.8.

7. Owner and Contractor stipulate that Labor Code Section 1775 will be complied with.

8. The Owner will consider the type of work performed by classification traditionally employed to perform said work in Stanislaus County when determining appropriate craft, classification or type of worker under Section 1733.2 of the California Labor Code.

9. Not Used.

10. Certified Payrolls - In accordance with Section 1776 of the Labor Code, each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and

the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or the subcontractor in connection with the project.

11. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

12. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or its authorized representative on request.

13. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Owner, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

14. A certified copy of all payroll records shall be made available upon request by the public in accordance with Section 1776 of the Labor Code.

15. The Contractor is responsible for its and its subcontractors' compliance with the provisions of Section 1776 of the Labor Code.

16. Overtime Requirements - The Contractor shall forfeit, as a penalty to the Owner, the penalty as provided in Section 1813 of the Labor Code for each worker employed in the execution of the Contract by the Contractor, or any subcontractor under the Contractor, for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any one week, in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Contractors in excess of eight (8) hours a day and forty (40) hours during one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, at not less than one and a half (1.5) times the basic rate of pay as provided for in Section 1815 of the Labor Code.

17. Apprentice and Trainee - Attention is directed to the provisions in Section 1777.5 of the Labor Code and in accordance with the regulations of the California Apprenticeship Council concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor.

18. Section 1777.5 requires the Contractor or subcontractors employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the project that administers the apprenticeship program in that trade for a certificate of approval. The Contractor and subcontractors are required to submit contract award information to the applicable joint apprenticeship committee. As provided for in Section 1777.5 of the Labor Code, the Contractor is

required to make contributions to funds established by the administration of apprenticeship programs.

19. It shall be the responsibility of the Contractor to abide by the provisions of Section 1777.5 of the Labor Code and to require all subcontractors employed by or contracting with the Contractor to abide by said provisions. The Contractor shall furnish the Owner any and all evidence of compliance with this code section when requested by the Owner.

20. For failure to comply with Section 1777.5 of the Labor Code, the Contractor shall be subject to the penalties in Section 1777.7 of the Labor Code. The provisions of this paragraph apply only to the extent not preempted by Federal law.

21. Workers' Compensation Insurance - The Contractor is required to secure the payment of compensation to its employees in accordance with the provisions of Sections 1860 and 3700 of the Labor Code and Paragraph 00820-2.40, Workers' Compensation Insurance.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

1. Where the Work requires equipment be furnished, due to the lack of standardization of equipment as produced by the various manufacturers, it may become necessary to make minor modifications in the structures, buildings, piping, mechanical work, electrical work, accessories, controls, or other work, to accommodate the particular equipment offered. Contractor's bid price for any equipment offered shall include the cost of making any necessary changes subject to the approval of Construction Manager.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer or Construction Manager, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

1. Materials and equipment, if furnished by the Owner, will be made available as designated in the General Requirements. The cost of unloading, hauling and handling, and placing Owner-furnished materials and equipment shall be considered as included in the price bid for the Contract item involving such Owner-furnished material.

2. Contractor shall inspect and assure itself of the amount and soundness of such materials and equipment.

3. The Contractor will be held responsible for all materials and equipment furnished to it and received by it, and shall pay all demurrage and storage charges. Owner-furnished materials and equipment lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the Owner for the cost of replacing Owner-furnished material and equipment and such costs may be deducted from any moneys due or to become due the Contractor.

D. All items of standard equipment shall be the latest model at the time of bid, unless otherwise specified.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Construction Manager for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be

considered by Engineer as an "or-equal" item, if review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Construction Manager from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Construction Manager for review of a proposed substitute item of material or equipment that

ence in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner, Engineer, and Construction Manager for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner, Engineer or Construction Manager and any such Subcontractor, Supplier or other individual or entity, nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Construction Manager and Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner, Construction Manager and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Construction Manager and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils

or causes of loss covered by such policies and the property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Construction Manager and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner, Construction Manager nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages

(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Construction Manager and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Construction Manager for reference, and shall be current at the time of Contractor's submission of Application for Payment as a condition precedent for Construction Manager's recommendation of payment. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Construction Manager for Owner. Contractor shall include accurate locations for buried and imbedded items.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not

designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property 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 other 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.

1. At least two (2) days before performing any excavation work or other work that could damage existing improvements within, or adjacent to, the Work area, the Contractor shall notify the owners of properties adjacent to the Work area of intended commencement of such Work and request that such owners mark or otherwise indicate the location of underground improvements of which they are aware or other improvements not readily apparent from visual inspection of the adjacent property, such as survey points and utility service installations not owned by the appropriate utility. The Contractor shall also give two (2) days' notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements within the right-of-way that are designated for removal or would be destroyed because of the Work. Contractor shall furnish to the Construction Manager written documentation of its contact(s) with property owners (1) requesting them to mark or otherwise indicate the location of their respective facilities, and (2) notifying them to salvage or relocate landscaping or improvements within or adjacent to the Work area within two (2) days after such contact(s).

2. It shall be the Contractor's responsibility to determine the exact location (including depth for underground improvements) and to document the existing condition of all existing improvements which are not designated for removal (e.g., curbs, sidewalks, survey points, fences, walls, signs, utility installations, pavements, structures, etc.) which the Contractor believes may affect or be affected by Contractor's operations.

3. In the event that existing improvements are found that have not been identified in the Contract Documents or indicated by the respective property owner, or are found to exist in a substantially different location than so indicated, the Contractor shall (1) immediately notify the Construction Manager thereof in writing, and (2) take steps to avoid damaging such improvements, including ascertaining their exact location if not yet known.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable,

shall be remedied by Contractor (except damage attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner, Construction Manager or Engineer, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

1. The Contractor shall immediately notify the Construction Manager and the property owner of any damage to any existing improvements that have not been designated to be removed. The Contractor shall be responsible for the cost of repairing or restoring all existing improvements which are not designated for removal (e.g., curbs, sidewalks, survey points, fences, walls, signs, utility installations, pavements, structures, etc.) and are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

2. The Contractor shall protect from damage all landscaping (e.g., trees, lawns, shrubbery, etc.) adjacent to the Work area or within the Work area that have not been designated to be removed. The Contractor shall immediately notify the Construction Manager and the property owner of any damage to any such landscaping which is not designated for removal. The Contractor shall be responsible for the cost of restoring or replacing such landscaping in as nearly the original conditions and location as it is reasonably possible. Lawns shall be re-seeded and covered with suitable mulch.

3. Except where an owner of damaged improvements or landscaping has advised that he or she intends to repair the damage himself or through forces that he or she will retain or has retained, Contractor shall, within 24 hours of receipt from the Owner of notice to commence correction of damage, notify the Construction Manager in writing if Contractor intends to repair the damage. During nights and weekends when work is not in progress, Owner may give such notice by telephone or by facsimile transmission to the Contractor's facsimile number designated and such notice will be immediately effective. The Contractor's failure to provide timely written notification that it intends to repair the damage shall be deemed its agreement that the Owner may repair the damage at Contractor's expense without further notice and without prejudice to any other remedy available to Owner. In such event, the Contractor may observe the Work if this can be done without in any way delaying the progress thereof, but may not contest any element of the expense of repair or the lack of further notice. This provision is in addition to any other remedy, including the remedy provided in 13.09, Owner May Correct Defective Work

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Construction Manager has

issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

E. The Contractor shall establish, implement, and maintain a Written injury prevention program as required by Labor Code Section 6401.7. This written program shall be submitted to the Construction Manager within five (5) days of Notice to Proceed. The Contractor's injury prevention program will not be reviewed for approval. Before proceeding with any construction work, the Contractor shall take the necessary action to comply with all provisions for safety and accident prevention. The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the safety program. The Contractor, as a part of its safety program, shall maintain at its office or other well-known place at the Site, safety equipment applicable to the Work as prescribed by the aforementioned authorities, all items necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons who may be injured on the jobsite.

1. In accordance with the provisions of Section 6705 of the Labor Code, the Contractor shall submit, in advance of excavation 5 feet or more in depth, detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from hazard of caving ground during such excavation. If such plans vary from the shoring system standards set forth in the Construction Safety Orders in Title 8, California Code of Regulations, the plans shall be prepared and signed by a registered civil or structural engineer. Shoring, bracing, sloping, or other protective system shall not be less effective than required by the California Construction Safety orders. The Contractor shall designate in writing to the Construction Manager the "competent person" with the authority and responsibilities designated in the Construction Safety Orders.

2. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Construction Manager and the Owner. In addition, the Contractor must promptly report in writing to the Construction Manager all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the Site, giving full details and statements of witnesses. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the work being performed under this Contract.

3. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in

writing to the Construction Manager, giving full details of the claim.

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Construction Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

B. If Contractor fails to take appropriate action in an emergency, the Owner also reserves the right to perform any portion of the work that threatens the safety or health of the public or Owner, and the safety of the work or any property or equipment. In the event the Owner performs work in an emergency, an appropriate Change Order shall be issued unilaterally deducting from the payments then or thereafter due the Contractor the cost for performing such Work, including compensation for the Engineer's, the Construction Manager's, and Owner's additional services made necessary by such emergency.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit required Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions,

specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

c. Shop Drawings submitted as herein provided by Contractor and reviewed by Engineer for conformance with the design concept shall be executed in conformity with the Contract Documents unless otherwise required by Owner.

d. When Shop Drawings are submitted for the purpose of showing the installation in greater detail, their review shall not excuse Contractor from requirements shown on the drawings and Specifications.

e. For-Information-Only submittals upon which the Engineer is not expected to conduct review or take responsive action may be so identified in the Contract Documents.

2. *Samples*: Contractor shall also submit required Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation; otherwise Contractor will not be relieved of the responsibility of executing the Work in accordance with the Contract Documents, even though such Shop Drawings or Samples have been otherwise reviewed.

a. If a Shop Drawing or Sample, as submitted, indicates a variation from the Contract Requirements as set forth in the Contract Documents and Engineer finds same to be in the interest of Owner and to be so minor as not to involve a change in the Contract Price or time for performance, Engineer may approve the Shop Drawings or Samples; provided however, such departure is slight in nature and does not affect the design concept of the Work.

4. Contractor shall submit all Shop Drawings and Samples sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking and to avoid any delay in progress of the Work.

5. Shop Drawings and Sample submittals not conforming to requirements of this paragraph 6.17D and Section 01340 will be returned to Contractor without action for resubmittal and the resulting delay shall be entirely the responsibility of Contractor.

D. Engineer's Review

1. Engineer will provide timely review of required Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in

the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

4. Engineer's check and review of Shop Drawings and Samples, Standard Specifications and descriptive literature submitted by Contractor will be only for general conformance with design concept, except as otherwise provided, and shall not be construed as:

- a. permitting any departure from the Contract Requirements;
- b. relieving Contractor of the responsibility for any error in details, dimensions or otherwise that may exist in such submittals;
- c. constituting a blanket approval of dimensions, quantities, or details of the material or equipment shown; or
- d. approving departures from additional details or instructions previously furnished by Engineer. Such check or review shall not relieve Contractor of the full responsibility of meeting all of the requirements of the Contract Documents.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and a Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Construction Manager and Engineer, and their Related Entities, shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Construction Manager and Engineer;
2. recommendation by Construction Manager or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Construction Manager or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Construction Manager and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all

claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Construction Manager and Engineer and their respective officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the permanent Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to permanent systems, materials or equipment incorporated into the Work are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly

licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of

others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Construction Manager and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Construction Manager in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

- 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
- 2. the specific matters to be covered by such authority and responsibility will be itemized; and
- 3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Construction Manager.

8.02 *Replacement of Construction Manager or Engineer*

A. In case of termination of the employment of either Construction Manager or Engineer, Owner shall appoint a Construction Manager or engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Construction Manager or Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs

incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 – CONSTRUCTION MANAGER'S AND ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Construction Manager and Engineer will be Owner's representatives during the construction period. The duties and responsibilities and the limitations of authority of Construction Manager and Engineer as Owner's representatives during construction are set forth in the Contract Documents and will not be changed without written consent of Owner, Construction Manager and Engineer.

9.02 *Visits to Site*

A. Engineer may make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will endeavor to guard Owner against defective Work.

B. Construction Manager will make visits to the Site at intervals appropriate to the various stages of construction as Construction Manager deems necessary in order to observe the progress that has been made and the quality of the

various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Construction Manager, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Construction Manager will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Construction Manager's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Construction Manager will keep Owner informed of the progress of the Work, and will endeavor to guard Owner against defective Work.

C. Engineer's and Construction Manager's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Construction Manager's Project Representative*

A. If Owner and Construction Manager agree, Construction Manager will furnish a Resident Project Representative to assist Construction Manager in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Construction Manager's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

B. Construction Manager's Resident Project Representative shall not authorize any deviation from the Contract Documents or substitutions of materials or equipment.

9.04 *Authorized Variations in Work*

A. Construction Manager or Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or

both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Construction Manager will have authority to reject Work which Construction Manager or Engineer believes to be defective, or that Construction Manager or Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Construction Manager will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

B. The acceptance at any time of materials or equipment by or on behalf of Owner shall not be a bar to future rejection if they are subsequently found to be defective, inferior in quality, or not equal to the material or equipment specified, or are not as represented to Construction Manager, Engineer or Owner.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Construction Manager's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Construction Manager will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Construction Manager will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Construction Manager's written decision thereon will be final and binding (except as modified by Construction Manager to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents with respect to matters of design intent. Construction Manager will be the initial interpreter of the requirements of the Contract Documents with respect to administrative matters and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Construction Manager in writing within 30 days of the event giving rise to the question.

B. Construction Manager or Engineer through Construction Manager will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Construction Manager's or Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Construction Manager's or Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Construction Manager and Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Construction Manager's and Engineer's Authority and Responsibilities*

A. Neither Construction Manager's and Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Construction Manager or Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Construction Manager or Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Construction Manager or Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Construction Manager and Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Construction Manager and Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Construction Manager and Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Construction Manager's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

1. Change Proposal Request

a. When Owner requests Contractor to present a proposal to accomplish a change in the Work, the request will be made in the form of a Change Proposal Request (CPR) prepared by Construction Manager. The CPR will describe the change and request Contractor to propose a cost and Contract Price and/or Contract Time change. Contractor will propose cost and/or time changes, if any, sign the CPR and return it to Construction Manager. If requested by Owner or Construction Manager, Contractor shall provide an itemized breakdown of the cost of the change. Construction Manager will make recommendations to Owner concerning acceptance. If the CPR is approved by Owner, the CPR will be included in a Change Order. Contractor is not authorized to proceed with a change contained in a CPR until the Change Order is properly signed and issued.

b. When the Contractor desires to propose changes to the Work, it may initiate a CPR in the

same form as provided in Paragraph 10.01.A and submit the CPR to the Construction Manager for the Engineer's review and recommendation.

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Construction Manager covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Construction Manager or by Engineer through Construction Manager pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Construction Manager's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Construction Manager for decision. A decision by Construction Manager shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Construction Manager and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Construction Manager and the other party to the Contract within 60 days after the start of such event (unless Construction Manager allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Construction Manager and the claimant within 30 days after receipt of the claimant's last submittal (unless Construction Manager allows additional time).

C. *Construction Manager's Action:* Construction Manager will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

- 1. deny the Claim in whole or in part,
- 2. approve the Claim, or
- 3. notify the parties that the Construction Manager is unable to resolve the Claim if, in the Construction Manager's sole discretion, it would be inappropriate for the Construction Manager to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Construction Manager does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Construction Manager's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work, or the reasonable cost that would have been incurred in the case of deleted Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, training, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above. For Change Order pricing, the Labor Surcharge (social security contributions, unemployment excise, and payroll taxes) shall be 27 percent of the sum of the wages, vacation, and fringe benefits (workers' compensation, training, health and retirement benefits, sick leave, bonuses, and holiday pay).

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale

of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Construction Manager, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Construction Manager, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related costs) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain. For Change Order pricing, bonds and insurance shall be 1 percent of the Change Order value for both additive and credit changes that are above the original Contract value and 0 percent of the Change Order value for both additive and credit changes that are below the original Contract value.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Construction Manager an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Construction Manager.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Construction Manager to

reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Construction Manager subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item. Work described in the Contract Documents, or reasonably inferred as required for a functionally complete installation, but not identified in the listing of unit price items shall be considered incidental to unit price work listed and the cost of incidental work included as a part of the unit price.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the total cost of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price at time of Notice of Award and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and if there is no corresponding adjustment with respect to any other item of Work; and if Contractor believes that Contractor has incurred additional expense as a result thereof; or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Construction Manager and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum including overhead and profit not necessarily in accordance with Paragraph 12.01.C.2, and shall include the cost of any secondary impacts that are foreseeable at the time of pricing the cost of extra Work; or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (either by estimate before the work is performed or force account) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a

fee of 15 percent of the costs incurred by the Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the reasonable cost that would have been incurred to perform the Work plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Construction Manager and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

C. No extension of the Contract Time will be allowed for additional Work or for claimed delay unless the additional Work contemplated or claimed delay is shown to be on the critical path of the Project's schedule of construction or Contractor can show by Critical Path Method analysis how the additional Work or claimed delay adversely affects the critical path.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Construction Manager, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be in accordance with Paragraph 12.02 C., and shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Construction Manager, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Construction Manager, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them

proper and safe conditions for such access and of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Construction Manager timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If 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 arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Construction Manager's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Construction Manager.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Construction Manager, it must, if requested by Construction Manager, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Construction Manager timely notice of Contractor's intention to cover the same and Construction Manager has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Construction Manager, it must, if requested by Construction Manager, be uncovered for Construction Manager's observation and replaced at Contractor's expense.

B. If Construction Manager considers it necessary or advisable that covered Work be observed by Construction Manager or inspected or tested by others, Contractor, at Construction Manager's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Construction Manager may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); or Owner shall be entitled to accept defective Work in accordance paragraph 13.08 in which case Contractor shall still be responsible for all costs associated with exposing, observing, and testing the defective Work. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Construction Manager, remove it from the Project and

replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and

replaced under this Paragraph 13.07, 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.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If (prior to Construction Manager's recommendation of final payment), instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Construction Manager as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Construction Manager's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Construction Manager to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors,

Construction Manager and Engineer and consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Construction Manager. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Construction Manager for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or

other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. Retention - The Owner will deduct from each progress payment and retain as part security, ten (10) percent of the amount earned until the final payment.

4. Pursuant to Public Contract Code Section 22300, for moneys earned by the Contractor and withheld by the Owner to ensure the performance of the Contract, the Contractor, may, at their option, choose to substitute securities meeting the requirements of said Section 22300. In the event the Contractor wishes to choose this option, the Contractor shall enter into an escrow agreement with the Owner and the escrow agent, a qualified bank to be acceptable to the Owner, in the form of the agreement included in the project specifications. The costs of such escrow shall be paid by the Contractor. The securities to be deposited in said escrow account shall be equivalent, in fair market value, to the amount to be withheld as performance retention. The securities shall be held in accordance with the provisions of Public Contract Code Section 22300, and the implementing agreement.

5. Contractor shall have the obligation of ensuring that such securities deposited are sufficient so as to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the Contract. If, upon written notice from the Owner, or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of moneys to be withheld by the Owner to ensure performance, Contractor shall, within five days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the Owner, or in escrow, is equivalent to the amount of money to be withheld by the Owner under the Contract.

6. Any Contractor wishing to exercise this option shall give notice in writing to Owner, and shall thereafter execute an escrow agreement in the form of the form included with these Contract Documents

7. Materials, as used herein, shall be considered to be those items that are fabricated and manufactured goods and equipment. Only those materials for which the Contractor can transfer clear title to the Owner will be qualified for partial payment. The Contractor may request payment of seventy-five (75) percent of the actual net cost of these materials, not to exceed fifty (50) percent of the total adjusted line item extension as found in the bid schedule.

8. To receive partial payment for materials and equipment delivered to the Site, but not incorporated in the Work, it shall be necessary for the Contractor to submit to the Construction Manager a list of such materials, at least seven (7) days prior to submitting the monthly estimate of amount earned for work completed. At the Construction Manager's sole discretion, the Construction Manager will approve items for which partial payment is to be made subject to the following:

a. Only equipment or materials that have received favorable review of shop drawings will qualify.

b. Eligible equipment or materials must be delivered and properly stored, protected, and maintained in a manner favorably reviewed by the Construction Manager, at the job site or at a bonded warehouse.

c. The Contractor's actual net cost for the materials must be supported by invoices of suppliers, or other documentation requested by the Construction Manager.

d. Materials or equipment delivered to the Site less than thirty (30) days prior to their scheduled incorporation in the Work shall not qualify.

e. Final payment shall be made only for materials actually incorporated in the Work. Upon acceptance of the Work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the Work.

f. Partial payments for materials and equipment on hand shall not be deemed to be final payment for the material nor relieve the Contractor of its obligations under the Contract.

g. Partial payments for materials and equipment on hand shall be subject to retention in accordance with the Contract Documents

9. After receipt of the last progress payment, but prior to acceptance of the Work by the Owner, the Contractor shall send a letter to the Construction Manager. The letter, pursuant to California Public Contract Code Section 7 100, shall state that acceptance of the final payment described below shall operate as and shall be, a release to the Owner, the Construction Manager, the Designer, and their duly authorized agents, from all claim of and/or liability to the Contract arising by virtue of the Contract related to those amounts. Disputed Contract claims in stated amounts previously filed as provided in Paragraph 00700-7.03b, Claims, may be specifically excluded by the Contractor from the operation of the release.

B. Review of Applications

1. Construction Manager will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Construction Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by Construction Manager to Owner, based on Construction Manager's observations on the Site of the executed Work as an experienced and qualified design professional and on Construction Manager's review of the Application for Payment and the accompanying data and schedules, that to the best of Construction Manager's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and
- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Construction Manager's responsibility to observe the Work.

3. By recommending any such payment Construction Manager will not thereby be deemed to have represented that:

- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Construction Manager in the Contract Documents; or
- b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Construction Manager's review of Contractor's Work for the purposes of recommending payments nor Construction Manager's recommendation of any payment, including final payment, will impose responsibility on Construction Manager:

- a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Construction Manager may refuse to recommend the whole or any part of any payment if, in Construction Manager's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Construction Manager may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Construction Manager's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Construction Manager has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Construction Manager's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor. Payment will be made by the Owner to the Contractor in accordance with Owner's normal accounts payable procedure.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Construction Manager because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Construction Manager, Owner will give Contractor immediate written notice (with a copy to Construction Manager) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Construction Manager in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Construction Manager issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Construction Manager shall make an inspection of the Work to determine the status of completion. If Construction Manager does not consider the Work substantially complete, Construction Manager will notify Contractor in writing giving the reasons therefor.

C. If Construction Manager considers the Work substantially complete, Construction Manager will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There

shall be attached to the certificate a tentative list to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Construction Manager as to any provisions of the certificate or attached list. If, after considering such objections, Construction Manager concludes that the Work is not substantially complete, Construction Manager will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Construction Manager considers the Work substantially complete, Construction Manager will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Construction Manager believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Construction Manager will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Construction Manager in writing prior to Construction Manager's issuing the definitive certificate of Substantial Completion, Construction Manager's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Construction Manager to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Construction Manager in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Construction Manager to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Construction Manager shall make an inspection of that part of the Work to determine its status of completion. If Construction Manager does not consider that part of the Work to be substantially complete, Construction Manager will notify Owner and Contractor in writing giving the reasons therefor. If Construction Manager considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Construction Manager will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Final Payment

1. After Contractor has, in the opinion of Construction Manager, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Construction Manager's Review of Application and Acceptance

1. If, on the basis of Construction Manager's observation of the Work during construction and final inspection, and Construction Manager's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Construction Manager is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Construction Manager will, within ten days after receipt of the final Application for Payment, indicate in writing Construction Manager's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Construction Manager will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Construction Manager will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Forty-five days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Construction Manager, less any sum Owner is entitled to set off against Construction Manager's recommendation, including but not limited to liquidated damages, will become due and, will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Construction Manager so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully

completed and accepted) and recommendation of Construction Manager, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Construction Manager with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure

to adhere to the Progress Schedule established in Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Construction Manager or Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02A. occur, Owner will provide written notice to Contractor and Surety to arrange a conference with Contractor and Surety to address Contractor's failure to perform the Work. Conference shall be held not later than 15 days, after receipt of notice.

1. If the Owner, the Contractor, and the Surety do not agree to allow the Contractor to proceed to perform the Construction Contract, the Owner may, to the extent permitted by Laws and Regulations, declare a Contractor Default and formally terminate the Contractor's right to complete the Contract. Contractor Default shall not be declared earlier than 20 days after the Contractor and Surety have received notice of conference to address Contractor's failure to perform the Work.

2. If Contractor's services are terminated, Surety shall be obligated to take over and perform the Work. If Surety does not commence performance thereof within 15 consecutive calendar days after date of an additional written notice demanding Surety's performance of its obligations, then Owner, without process or action at law, may take over any portion of the Work and complete it as described below.

a. If Owner completes the Work, Owner may exclude Contractor and Surety from the site and take possession of the Work and of all tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor and Surety (without liability to Contractor and Surety for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor or Surety but which are stored elsewhere, and finish the Work as Owner may deem expedient.

3. Whether Owner or Surety completes the Work, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by Owner arising out of or resulting from completing the Work, such excess will be paid to Contractor. If such claims, costs, losses and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses and damages incurred by

Owner will be reviewed by Engineer as to their reasonableness and when so approved by Engineer incorporated in a Change Order, provided that when exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

4. Neither Owner, Engineer, nor any of their respective consultants, agents, officers, directors or employees shall be in any way liable or accountable to Contractor or Surety for the method by which the completion of the said Work, or any portion thereof, may be accomplished or for the price paid therefor.

5. Owner, notwithstanding the method used in completing the Contract, shall not forfeit the right to recover damages from Contractor or Surety for Contractor's failure to timely complete the entire Contract. Contractor shall not be entitled to any claim for damages on account of the method used by Owner in completing the Contract.

6. Maintenance of the Work shall continue to be Contractor's and Surety's responsibilities as provided for in the bond requirements of the Contract Documents or any special guarantees provided for under the Contract Documents or any other obligations otherwise prescribed by law.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor, Construction Manager and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Construction Manager fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Construction Manager, and provided Owner or Construction Manager do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Construction Manager has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner

and Construction Manager, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Construction Manager for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
2. agrees with the other party to submit the Claim to another dispute resolution process, or
3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

B. No action or failure to act by the Owner, the Engineer, or the Construction Manager shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state of California.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

17.07 *Penalty for Collusion*

A. If, at any time, it is found that the person, firm, or corporation to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract shall be null and void, and the

Contractor and its sureties shall be liable for loss of which the Owner may suffer thereby, and the Owner may advertise for new bids for said Work.

Section 6, Item F.

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SECTION 00805

SUPPLEMENTARY CONDITIONS**1.01 SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend and supplement Section 00700, GENERAL CONDITIONS, and other provisions of the contract documents as indicated below. All provisions of the General Conditions that are amended or supplemented remain in full force and effect as so amended or supplemented. All provisions of the General Conditions which are not so amended or supplemented remain in full force and effect.

1.02 DEFINED TERMS

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions.

1.03 AMENDMENTS AND SUPPLEMENTS

The following are instructions that amend or supplement specific paragraphs in the General Conditions and other contract documents:

A. Paragraph 00700-3.03.B.2:

Add the following paragraph:

Where conflicts exist among the Contract Documents and/or any reference specifications, such conflicts shall be clarified according to the following order, the first ranked taking precedence over the lower ranked:

1. Amendments, Change Orders or other modifications to the Contract Documents, as executed by the City in accordance with the requirements of the Contract Documents.
2. Agreement
3. Supplementary Conditions
4. General Conditions
5. Division 01 Documents
6. Plans and Technical Specifications
7. Notice Inviting Bids and Information to Bidders
8. Contract Payment Bond
9. Performance Bond
10. Any provisions required by law or valid regulations to be inserted in this contract, whether actually inserted or not
11. Appendices (photographs, data contained in reports, and other information).

Additional rules of interpretation:

1. Written numbers over figures, unless obviously incorrect.
2. Figured dimensions over scaled dimensions.
3. Large-scale drawings over small-scale drawings.
4. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete the Work required by Contract Documents, will be resolved in favor of the actual quantities, date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.

B. Paragraph 00700-4.05B:

Add the following paragraph:

Monument Preservation:

1. Contractor shall comply with the Professional Land Surveyors' Act – Business & Professions Code, Section 8771(b) regarding referencing, preserving, and reconstructing monuments, whether or not the monuments are shown on the plans.
2. Before beginning any construction on the Project, the following tasks must be accomplished by or under the direction of a licensed land surveyor licensed in the State of California:
 - a. Conduct records research to identify horizontal and vertical control monuments, prepare and submit a map to the City of the monuments within the Project site. The map will identify if a monument is in a well, covered, or obliterated.
 - b. Locate and reference monuments. A preconstruction corner record or record of survey of the references shall be filed with the County Surveyor. The City shall receive a copy of the submitted corner or record of survey documents.
3. Before the certificate of completion for the Project is issued by the City, the following tasks must be accomplished by or under the direction of a licensed land surveyor licensed in the State of California:
 - a. Monuments shall be reset in the surface of the new construction in a monument box by California Concrete Pipe, Frame No. A-578 and Cover No. A-580.
 - b. Monuments wells shall be raised to the new surface elevation.
 - c. For section corners, quarter section corners, or center quarter section corners located in unimproved areas, the monuments shall be reset by placing heavily galvanized iron pipe or galvanized iron stake not less than 2-inches in diameter, minimum 3 ft long and 1 ft below the surface.

- d. File either a post-construction corner record or a record of survey with the County Surveyor for the reset monuments. The City shall receive a copy of the submitted corner record or record of survey documents.

D. Paragraph 00700-6.11.A.4:

Add the following paragraph:

All Contractor activities shall be coordinated with the City Public Works Staff. Contractor operations shall not interfere with City operation of the water system.

1.04 PARAGRAPH DELETIONS

The following paragraphs/articles in the General Conditions are deleted:

- A. Paragraph 00700-3.04 *Amending and Supplementing Contract Documents*
- B. Paragraph 00700-3.05 *Reuse of Documents*
- C. Paragraph 00700-5.01 *Performance, Payment, and Other Bonds*
- D. Paragraph 00700-5.02 *Licensed Sureties and Insurers*
- E. Paragraph 00700-5.03 *Certificates of Insurance*
- F. Paragraph 00700-5.04 *Contractor's Liability Insurance*
- G. Paragraph 00700-5.05 *Owner's Liability Insurance*
- H. Paragraph 00700-5.06 *Property Insurance*
- I. Paragraph 00700-6.01 *Supervision and Superintendence*
- J. Paragraph 00700-6.02 *Labor: Working Hours*
- K. Paragraph 00700-6.08 *Permits*
- L. Paragraph 00700-6.09 *Laws and Regulations*
- M. Paragraph 00700-6.10 *Taxes*
- N. Paragraph 00700-6.12 *Record Documents*
- O. Paragraph 00700-6.20 *Indemnification*
- P. Paragraph 00700-8.08 *Inspections, Tests, and Approvals*

Q. 00700-ARTICLE 12 CHANGE OF CONTRACT PRICE; CHANGE OF
CONTRACT TIMES

R. Paragraph 00700-14.02 *Progress Payments*

S. Paragraph 00700-15.01 *Owners May Suspend Work*

T. Paragraph 00700-15.02 *Owner May Terminate for Cause*

U. Paragraph 00700-15.03 *Owner May Terminate for Convenience*

V. 00700-ARTICLE 16 DISPUTE RESOLUTION

W. Paragraph 00700-17.01 *Giving Notice*

X. Paragraph 00700-17.05 *Controlling Law*

****END OF SECTION****

CITY OF ANGELS

MARK TWAIN WATER DISTRIBUTION SYSTEM IMPROVEMENTS

Division 1 – General Requirements

Section 01010	Location and Summary of Work
Section 01015	Contract Time
Section 01020	Work Sequence
Section 01050	Field Engineering
Section 01060	Safety and Health
Section 01065	Water Pollution Control
Section 01070	Environmental Stewardship
Section 01200	Project Meetings
Section 01300	Submittals
Section 01310	Construction Schedule and Reports
Section 01700	Contract Closeout

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SECTION 01010

LOCATION AND SUMMARY OF WORK**PART 1 - GENERAL****1.01 GENERAL**

This section consists of a description of the items of work included in the base bid and the location of the work.

1.02 PROJECT LOCATION

Work associated with this Project shall take place generally in the City of Angels near Mark Twain Elementary School along Pacific Avenue, Oneida Street, Stanislaus Avenue, Mark Twain Road, and Gold Cliff Road.

Work zones and staging areas shall be enclosed with temporary security fencing as directed by the City.

1.03 COOPERATION

The City of Angels is also initiating replacement of water meters with Automatic Meter Reading (AMR) units. The Contractor shall cooperate with the City contractor responsible for AMR installation. Cooperation will consist of providing access, scheduling work to accommodate other work, and coordinating construction of improvements

Contractor shall provide access to school driveways and parking areas throughout construction. Contractor parking of vehicles and equipment within school parking areas is prohibited. Contractor shall provide access to private residences and parking areas as directed by the City.

1.04 WORK INCLUDED AS BASE BID ITEMS

The work under the base bid items of this contract consists of the following project elements:

1. Mobilization and Demobilization

Mobilization shall consist of the preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of the Contractor's offices, buildings, security fencing, and other facilities necessary for work on the project; water pollution control; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

Demobilization shall include, upon substantial completion of the contracted work, the removal of all signs, construction trailers, storage trailers and bins, temporary fencing, garbage, construction debris, equipment, utility services not scheduled to remain, portable toilet facilities, and all excess construction material not included and paid for within other bid items. Work shall also include the repair, restoration and/or replacement of facilities damaged by the Contractor and/or subcontractors and suppliers, including driveways, parking areas, streets, pipelines, and landscaping, and the submittal of Record Drawings. Work area shall be policed clean and restored to original condition or better as further shown on the plans.

Payment for Mobilization/Demobilization shall not exceed 75% of the bid amount upon completion of the mobilization process with the remainder to be paid at completion of demobilization for the Project.

2. SWPPP Implementation

Work under this item includes preparing, permitting, and implementing the Storm Water Pollution Prevention Program (SWPPP). Work includes all tools, equipment, materials, and labor necessary to implement, maintain, and repair the SWPPP and BMPs. This includes, but is not limited to, testing and/or reporting that may be necessary to maintain compliance. The Contractor is required to have a registered QSP on staff or contracted who shall be named in the SWPPP and certifications provided prior to the start of construction.

The Contractor shall install BMPs, maintain BMPs, perform inspections, remove BMPs, and prepare documentation applicable to the work. At a minimum, inspections shall be done weekly and 24 hours prior to, during, and after each rain event, and every 24 hours during extended rain events. The Contractor is solely responsible for preparing and maintaining inspection and monitoring records. Copies shall be made available to the City upon request.

The Contractor shall immediately correct or replace a BMP deemed ineffective by the Contractor or City at no additional cost to the City. If measures taken by the Contractor are inadequate to effectively control water pollution, the City can direct the Contractor to revise operations and/or SWPPP efforts.

The contract price for SWPPP Implementation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for accomplishing all the work as specified herein.

3. Traffic Control

Work under this item includes preparation of a traffic control/detour plan and all labor, materials, and equipment required to implement traffic control in accordance with the approved traffic control/detour plan and Caltrans *Manual of Traffic Control* along Booster Way.

The contract price for Traffic Control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for accomplishing all the work as specified herein.

4. Construct 6-inch Waterline in Tuolumne Avenue

Work under this item shall include all labor, materials, tools, and equipment required to install the 6-inch waterline in Tuolumne Avenue as shown on the plans. Work shall also include pavement removal, trench excavation, installation of trench bedding/backfill to the specified compaction, flushing, testing, disinfection, and preparation or restoration of the finish grade as shown on the plans. Material that is removed and not incorporated in the work shall be disposed of off-site at the Contractor's expense.

The contract price for Construct 6-inch Waterline in Tuolumne Avenue shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for accomplishing all the work including successful testing as specified herein.

5. Construct 6-inch Waterline in Stanislaus Avenue

Work under this item shall include all labor, materials, tools, and equipment required to install the 6-inch waterline in Stanislaus Avenue as shown on the plans. Work shall also include pavement removal, trench excavation, installation of trench bedding/backfill to the specified compaction, flushing, testing, disinfection, and preparation or restoration of the finish grade as shown on the plans. Material that is removed and not incorporated in the work shall be disposed of off-site at the Contractor's expense.

The contract price for Construct 6-inch Waterline in Stanislaus Avenue shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for accomplishing all the work including successful testing as specified herein.

6. Construct 6-inch Waterline in Oneida Street

Work under this item shall include all labor, materials, tools, and equipment required to install the 6-inch waterline in Oneida Street as shown on the plans. Work shall also include pavement removal, trench excavation, installation of trench bedding/backfill to the specified compaction, flushing, testing, disinfection, and preparation or restoration of the finish grade as shown on the plans. Material that is removed and not incorporated in the work shall be disposed of off-site at the Contractor's expense.

The contract price for Construct 6-inch Waterline in Oneida Street shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for accomplishing all the work including successful testing as specified herein.

7. Construct 8-inch Waterline in Gold Cliff Road

Work under this item shall include all labor, materials, tools, and equipment required to install the 8-inch waterline in Gold Cliff Road as shown on the plans. Work shall also

include pavement removal, trench excavation, installation of trench bedding/backfill to the specified compaction, flushing, testing, disinfection, and preparation or restoration of the finish grade as shown on the plans. Material that is removed and not incorporated in the work shall be disposed of off-site at the Contractor's expense.

The contract price for Construct 8-inch Waterline in Gold Cliff Road shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for accomplishing all the work including successful testing as specified herein.

8. Install Fire Hydrant

Work under this item shall include all labor, materials, tools, and equipment required to install fire hydrants as shown on the plans

The contract price for Install Fire Hydrant shall include full compensation for all labor, materials, tools, equipment, connections, excavation, backfill, thrust blocks, surface restoration, incidentals, and for accomplishing all the work involved in the fire hydrant assembly including tee and valve, 6-inch lateral waterline, and fire hydrant and appurtenances as specified herein.

9. Install Air Release Valve

Work under this item shall include all labor, materials, tools, and equipment required to furnish and install air release valves as shown on the plans. Work shall also include flushing testing, and disinfection as specified.

The contract price for Install Air Release Valve shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for accomplishing all the work including successful testing as specified herein.

10. Install In-line Blow-off

Work under this item shall include all labor, materials, tools, and equipment required to furnish and install in-line blow-offs as shown on the plans. Work shall also include flushing testing, and disinfection as specified.

The contract price for Install In-line Blow-off shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for accomplishing all the work including successful testing as specified herein.

11. Install Dead-end Blow-off

Work under this item shall include all labor, materials, tools, and equipment required to furnish and install dead-end blow-offs as shown on the plans. Work shall also include flushing testing, and disinfection as specified.

The contract price for Install Dead-end Blow-off shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for accomplishing all the work including successful testing as specified herein.

12. Construct Connection to Existing Pipeline – Tuolumne Avenue

Work under this item shall include all labor, materials, tools, and equipment required to connect to existing water pipelines in Tuolumne Avenue as shown on the plans. Work shall also include USA notification and coordination; potholing; verification of horizontal and vertical tie-in locations; sawcutting; excavation; coordination with City staff for shutdowns; removal of existing pipe as necessary to make the proposed connections; flushing, testing, and disinfection; bedding and backfill; all valves and fittings depicted in connection details; thrust blocks; compaction; and pavement restoration.

The contract price for Construct Connection to Existing Pipeline – Tuolumne Avenue shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for accomplishing all the work including successful testing as specified herein.

13. Construct Connection to Existing Pipeline – Stanislaus Avenue/Pacific Avenue

Work under this item shall include all labor, materials, tools, and equipment required to connect to existing water pipelines in Stanislaus Avenue/Pacific Avenue as shown on the plans. Work shall also include USA notification and coordination; potholing; verification of horizontal and vertical tie-in locations; sawcutting; excavation; coordination with City staff for shutdowns; removal of existing pipe as necessary to make the proposed connections; flushing, testing, and disinfection; bedding and backfill; all valves and fittings depicted in connection details; thrust blocks; compaction; and pavement restoration.

The contract price for Construct Connection to Existing Pipeline – Stanislaus Avenue/Pacific Avenue shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for accomplishing all the work including successful testing as specified herein.

14. Construct Connection to Existing Pipeline – Oneida Street/Pacific Avenue

Work under this item shall include all labor, materials, tools, and equipment required to connect to existing water pipelines in Oneida Street /Pacific Avenue as shown on the plans. Work shall also include USA notification and coordination; potholing; verification of horizontal and vertical tie-in locations; sawcutting; excavation; coordination with City staff for shutdowns; removal of existing pipe as necessary to make the proposed connections; flushing, testing, and disinfection; bedding and backfill; all valves and fittings depicted in connection details; thrust blocks; compaction; and pavement restoration.

The contract price for Construct Connection to Existing Pipeline – Oneida Street /Pacific Avenue shall include full compensation for furnishing all labor, materials, tools, equipment,

and incidentals, and for accomplishing all the work including successful testing as specified herein.

15. Construct Connection to Existing Pipeline - Gold Cliff Road/Mark Twain Road

Work under this item shall include all labor, materials, tools, and equipment required to connect to existing water pipelines in Gold Cliff Road/Pacific Avenue as shown on the plans. Work shall also include USA notification and coordination; potholing; verification of horizontal and vertical tie-in locations; sawcutting; excavation; coordination with City staff for shutdowns; removal of existing pipe as necessary to make the proposed connections; flushing, testing, and disinfection; bedding and backfill; all valves and fittings depicted in connection details; thrust blocks; compaction; and pavement restoration.

The contract price for Construct Connection to Existing Pipeline – Gold Cliff Road/Mark Twain Road shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for accomplishing all the work including successful testing as specified herein.

16. Reconnect Residential Water Services

Work under this item shall include all labor, materials, tools, and equipment required to disconnect and reconnect residential laterals as shown on the plans. Work shall also include USA notification and coordination; potholing; verification of horizontal and vertical tie-in locations; sawcutting; excavation; piping; abandoning existing pipe; reusing existing meter box and meter; all valves and fittings as depicted in water service details to make connections; flushing, testing, and disinfection; bedding and backfill; compaction; and final concrete and asphalt restoration including minor concrete curb, gutter and sidewalk as shown on the Plans.

The contract price for Reconnect Residential Water Services shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for accomplishing all the work including successful testing as specified herein.

17. Reconnect Fire Hydrant

Work under this item shall include all labor, materials, tools, and equipment required to furnish and reconnect fire hydrants as shown on the plans. Work shall also include USA notification and coordination; potholing; verification of horizontal and vertical tie-in locations; sawcutting; excavation; piping; abandoning existing pipe; flushing, testing, and disinfection; bedding and backfill; compaction; and final concrete and asphalt restoration including minor concrete curb, gutter and sidewalk as shown on the Plans.

The contract price for Reconnect Fire Hydrant shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for accomplishing all the work including successful testing as specified herein.

18. Sheeting, Shoring, and Bracing

Work under this item shall include the design, fabrication, installation, maintenance, and removal of all necessary sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation.

The contract price for Sheeting, Shoring, and Bracing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for accomplishing all the work as specified herein.

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SECTION 01015

CONTRACT TIME

PART 1 - GENERAL

1.01 COMPLETION DATE SCHEDULE

Time for final completion: 150 calendar days.

1.02 SCHEDULE

The following schedule contains specific dates which shall be adhered to and are the last acceptable date unless modified in writing between the City and the Contractor. Specific dates, as used herein, shall mean Working days after the date of the notice to proceed. For the period of time that any portion of the project remains unfinished after the time fixed for completion by these specific dates, with the exception of final completion, the Contractor shall pay to the City the amount of liquidated damages set forth in Section 00500, AGREEMENT. As required by Section 01310, CONSTRUCTION SCHEDULES AND REPORTS, the Contractor shall furnish to the City an acceptable construction schedule to complete the various portions of the project within the time allowed by the specific dates. The Contractor's construction schedule shall reflect the entire contract time defined in this section. Substantial completion as delineated below is defined in Section 00700, GENERAL CONDITIONS.

Specific Activity	Calendar Days from Receipt of Notice to Proceed
Completion of mainlines including connections to existing water system	120
Completion of reconnection of residential and fire services to new water mainline	130
Substantial Completion	140
Final Completion	150

END OF SECTION

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SECTION 01020

WORK SEQUENCE

PART 1 - GENERAL

1.01 BACKGROUND

- A. Water is supplied to the Mark Twain Elementary School area through a series of 4- to 8-inch distribution pipelines within Stanislaus Avenue, Tuolumne Avenue, Gold Cliff Road, Oneida Street, Pacific Avenue, and Mark Twain Road. Water service to residential homes, apartments, and the Mark Twain Elementary School shall be maintained at all times except during pre-approved shutdown periods.

Contractor work associated with shutdowns may have to occur during off-peak hours, such as late nights and weekends. Contractor shall take into account the need to work during said off-peak hours within its bid proposal and no additional costs to the City will be warranted. Proposed shutdowns and submittal of requests shall be included on the Project schedule specified in Section 01310, CONSTRUCTION SCHEDULE AND REPORTS.

- B. The Contractor shall coordinate with the Mark Twain Elementary School to ensure that Stanislaus Avenue, Gold Cliff Road, Pacific Avenue, and Mark Twain Road remain open during drop-off and pick-up periods from _____ to _____ a.m. and _____ to _____ p.m. The Contractor shall be limited to trenching, pipeline installation, backfilling, and temporary pavement restoration within only one street at a time. Mainline installation work shall be completed including flushing, testing, and disinfection within one street before pipeline installation can commence on a subsequent street.
- C. Construction is planned within a school zone. Contractor shall exercise extreme caution when working in a school zone, particularly when students are present, and shall comply with all safety measures as directed by the City.
- D. The work may be subdivided into one or more work items. A work item shall be completed as a unit or subproject in accordance with the Contract. The required completion of a work item by a certain deadline may be necessary due to other construction constraints as described in Section 01015, CONTRACT TIME.
- E. The details of each work item are in the specifications and on the plans. The completion of a work item shall provide an operating system or facility that is substantially complete and available for utilization. All work shown on the plans and in the specifications is required, whether or not it is specifically addressed in the table of work items in this section.
- F. The work items listed below describe phases of work and their respective requirements. Substantial completion of a work item includes successful completion of performance testing. The Work Items and the Contractor Requirements are listed in Table 1. Table 1 does

not include all work to be performed by Contractor. Construction activities are illustrated in Sheet C0.02.

1.02 GENERAL REQUIREMENTS

The Contractor shall observe the following general requirements:

- A. Only where specifically indicated, City forces will be responsible for removing piping from service. In all instances, the Contractor shall be responsible for cutting and draining existing piping.
- B. Disconnection of service lines from existing mainlines and reconnection of service lines to new mainlines are planned following completion of mainline connections to existing mainlines. Disconnection and reconnection of services shall be accomplished during a service interruption period of 9:00 a.m. to 3:00 p.m., Monday through Friday. Any individual service connections interrupted at 9:00 a.m. shall be restored by 3:00 p.m. of the same day.
- C. The Contractor shall maintain adequate access to piping systems, utilities, and equipment during construction to allow continued operation and maintenance by City personnel and other City contractors to take place. In addition, the Contractor's attention is directed to Paragraph 01010-1.03, Cooperation.

1.03 STAGING OF CONSTRUCTION

The Contractor shall comply with the following:

- A. Mainlines shall be constructed, flushed, successfully pressure tested, and disinfected by the Contractor. City forces will sample and bacteriologically test prior to Contractor scheduling connections to existing mainlines. Bacteriological testing by City forces will have a minimum duration of two days.
- B. Mainline connections to existing mainlines will require a service interruption. A request for service interruption shall be submitted to the City for review and approval 14 days in advance of the requested interruption. Contractor shall have all materials onsite for the proposed connection prior to submitting the service interruption request.
- C. Disconnection and reconnection of service connections shall not commence until mainline construction is complete including connections to existing mainlines.
- D. Abandonment of existing mainlines shall not occur until new mainlines including service connections are complete.

1.04 SUMMARY OF WORK SEQUENCE REQUIREMENTS

Staging of construction activities is summarized in Table 1 below.

TABLE 1
WORK SEQUENCE

<u>Description</u>	<u>Requirements</u>
Mobilization and Start-up	
	<ol style="list-style-type: none"> 1) Prepare shop drawing submittals including traffic control plan for City review. 2) Arrange for proper storage/staging area and provide City with proof of agreement. Contractor will not be allowed to store materials and equipment within the right of way. 3) Prepare/submit water pollution control plan. 4) Place required BMPs prior to construction. 5) Construct staging area and move onsite. 6) Make all required notifications. 7) Place construction area signs, changeable messaging signs, and “No Parking” signs for the stage of work underway.
Mainline Construction	
	<ol style="list-style-type: none"> 1) Initiate approved traffic control requirements. 2) Conduct potholing to confirm location of existing utilities and proposed points of connections. 3) Sawcut pavement, excavate, install mainline, backfill, and construct temporary pavement as part of trench restoration. 4) Flush mainline, pressure test, and disinfect prior to City sampling and bacteriological testing. 5) Submit request for service interruption to allow for connection to existing mainline. 6) Following City isolation of existing mainline, construct connection to existing mainline during nighttime shutdown. Test and disinfect connection. City to sample and conduct bacteriological testing.
Disconnection and Reconnection of Service Connections	
	<ol style="list-style-type: none"> 1) Following successful bacteriological testing of mainline, initiate disconnection of service laterals from existing mainlines and reconnection to new mainlines. Disinfect service connections. 2) Following successful completion of service line cutovers, abandon existing mainlines. 3) Complete final paving and trench restoration.

END OF SECTION

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SECTION 01050

FIELD ENGINEERING**PART 1 - GENERAL****1.01 CONSTRUCTION STAKING****A. General**

The Contractor shall protect in place all City or County benchmarks or monuments. Any damaged or destroyed benchmarks or monuments shall be replaced by a California licensed surveyor at the Contractor's expense.

Reference benchmarks and base lines on the plans. From the information provided, the Contractor shall develop and make such additional surveys as are needed for construction, such as control lines, slope stakes, batter boards, stakes for pipe locations and other working points, lines, and elevations. Survey work shall be performed under the supervision of a licensed land surveyor or registered civil engineer in the State of California. Prior to starting construction, the Contractor shall submit to the City in accordance with Section 01300, SUBMITTALS, the frequency, information, and format of survey stakes and other construction control to be used for the Project.

B. Datum

The plane of reference for elevations used in the plans and specifications shall be mean sea level (MSL). Elevations below the plane of reference are designated as "minus" (-) elevations.

C. Horizontal and Vertical Control

From the base line and temporary benchmark described herein and the existing structures, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for execution of the work to the location and limit marks prescribed in the specifications or on the plans, subject to such modifications as the City may require to meet changed conditions or as a result of necessary modifications to the contract work.

D. Contractor's Layout

The Contractor shall furnish at his own expense, such stakes, equipment, tools, materials, and all labor as required in laying out any parts of the work from the base line and benchmarks shown on the plans. It shall be the responsibility of the Contractor to maintain and preserve all base line stakes and other marks until authorized to remove them; and, if such stakes or other marks are destroyed by the Contractor, or through his negligence, prior

to their authorized removal, they may be replaced at the direction of the City and the expense of replacement shall be borne by the Contractor and will be deducted from any amounts due or to become due to the Contractor.

The City may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit convenient checking of the work.

****END OF SECTION****

SECTION 01060

SAFETY AND HEALTH**1.01 GENERAL**

The Contractor certifies that he is experienced and qualified to anticipate and meet the safety and health requirements of this project. Workmen involved in construction may be exposed to disease-producing organisms in wastewater and chemicals. The Contractor shall require his personnel to observe proper hygienic and safety precautions.

Solvents, gasoline, and other hazardous materials may enter the sewer and, therefore, certain areas are hazardous to open flame, sparks, or unventilated occupancy. The Contractor shall take measures to assure his personnel observe proper safety precautions when working in these areas.

2.01 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Acts, as set forth in Title 29, Code of Federal Regulations (CFR). Copies of these regulations may be obtained from Labor Building, 14th and Constitution Avenue NW, Washington, DC 20013.

The Contractor shall also comply with the provisions of the Federal and State of California Occupational Safety and Health Act (OSHA), as amended.

****END OF SECTION****

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SECTION 01065

WATER POLLUTION CONTROL**PART 1 - GENERAL****1.01 REQUIREMENTS**

The Contractor shall be responsible for all costs associated with Water Pollution Control (WPC), and the proper use and applications of the facilities to comply with the applicable storm water requirements of the City, Calaveras County, the State of California, and the United States. This item shall be included in the bid under SWPPP Implementation. The City does not pay for equipment, labor, permit fees or any other costs associated with WPC beyond those included in the associated bid item. The City may correct the deficiency and deduct the cost of correcting the deficiency from payment if the Contractor fails to correct the deficiency by the agreed date or before the onset of precipitation.

1.02 SCOPE

This section includes general specifications for preventing, controlling, and abating water pollution in streams, waterways, creeks, and other bodies of water.

1.03 GENERAL

The Contractor shall comply with the State Water Resources Control Board (SWRCB) Order No. 2013-0001-DWQ, NPDES General Permit No. CAS000004 (MS4 General Permit), and Order No. 2009-0009- DWQ NPDES General Permit No. CAS0000024 (Construction General Permit), as amended by NPDES permit 2012-0006-DWQ, for projects in excess of 1 acre in disturbance area.

A Water Pollution Control Plan (WCPC) can be either a SWPPP or an erosion and sediment control plan (ESCP). In general projects that are larger than 5 acres or projects between 1 acre and 5 acres that are not exempt, the Contractor must apply for a NOI under the Construction General Permit (CGP) and a SWPPP is required. Projects that are between 1 and 5 acres that are exempt or projects that are less than one acre, the Contractor shall prepare an ESCP.

Projects that disturb one acre or more of soil or disturb less than one acre but are part of a larger common plan or development or sale are subject to the CGP in addition to the construction site storm water runoff control ordinance.

The Contractor shall prepare and submit a WCPC for the City's review and written approval. WCPC will not be approved unless it contains appropriate site-specific construction site BMPs that meet the minimum requirements of the City. Any revisions to the erosion and

sediment control plan shall be reviewed and approved by the City prior to implementation by the Contractor.

If the Project requires a SWPPP, the Contractor shall apply for a permit under the CGP. The City will file a NOI for the Project. The Contractor shall submit all necessary documents and complete the required form on the State Water Resources Control Board, Storm Water Multiple Application and Report Tracking System (SMARTS):

<https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp>

After completing the application on SMARTS, the Contractor shall notify the City to certify the application. Note, the application requires the QSD to enter their name and QSD number. The City shall not responsible for delays resulting from incomplete application process.

The erosion and sediment control plan shall include the rationale used for selecting BMPs including supporting soil loss calculations, if necessary.

The SWPPP developed pursuant to the CGP may substitute for the ESCP for projects where a SWPPP is developed. SWPPP or ESCP shall be prepared by a California certified QSD. Implementation shall occur under the supervision of a California-certified QSP. Any modification of the SWPPP or ESCP prior to or during construction shall be reviewed and approved by the QSD in responsible charge. The WPC manager must be a California certified Qualified SWPPP Practitioner (QSP) certified through the California SWRCB. The Contractor shall assign one WPC manager to implement the WPCP for the project.

A. Summary

Information on forms, reports, and other documents can be found in the following manuals:

1. CalTrans Storm Water Handbooks available at:
<http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>
2. California Stormwater Quality Association (CASQA) Stormwater Best Management Practice (BMP) Handbooks available at: <http://www.cabmphandbooks.com/>

Do not start job site activities until:

1. The WPCP is approved.
2. WPCP review requirements have been fulfilled. If the RWQCB requires time for review, allow 21 business days for the review.

If the Contractor operates a Contractor-support facility, protect stormwater systems or receiving waters from the discharge of potential pollutants by using water pollution control practices.

Contractor-support facilities include:

1. Staging areas
2. Storage yards for equipment and materials
3. Mobile operations
4. Batch plants for PCC and HMA
5. Crushing plants for rock and aggregate
6. Other facilities installed for the Contractor's convenience, such as haul roads

Discharges from manufacturing facilities, such as batch plants and crushing plants, must comply with the general waste discharge requirements for Order No. 97-03-DWQ, NPDES General Permit No. CAS000001, issued by the SWRCB for "Discharge of Storm Water Associated with Industrial Activities Excluding Construction Activities" and referred to herein as "General Industrial Permit."

If the Contractor operates a crushing plant to produce rock or aggregate, obtain coverage under the General Industrial Permit. The Contractor must be covered under the General Industrial Permit for crushing plants located:

1. Outside of the job site
2. Within the job site that serve one or more contracts

If the Contractor obtains or disposes of material at a non-commercially operated borrow or disposal site, prevent water pollution due to erosion at the site during and after completion of the Contractor's activities. Upon completion of the Contractor's work, leave the site in a condition such that water will not collect or stand therein.

The City does not pay for water pollution control practices at Contractor-support facilities and non-commercially operated borrow or disposal sites.

B. Submittals

The WPC submittals shall conform to the requirements set forth in Section 13-1.01C, SUBMITTALS, of the Caltrans Standard Specifications. The Contractor shall be responsible for all costs associated with the preparation and delivery of WPC submittals to comply with these specifications, the Standard Specifications, and with all applicable storm water requirements of the City, Calaveras County, the State of California, and United States.

C. Quality Control and Assurance

The WPC quality control and assurance (QA/QC) shall conform to the requirements set forth in Section 13-1.01D, QUALITY CONTROL AND ASSURANCE, of the Caltrans Standard Specifications, the CASQA Handbook, except as modified herein, and the SWRCB Order No. 2013-0001-DWQ and Order No. 2009-0009- DWQ, as applicable. The Contractor shall be responsible for all costs associated with the implementation of the QA/QC of WPC submittals to comply with these Provisions, the Standard Specifications, and with all applicable storm water requirements of the City, Calaveras County, the State of California, and United States.

PART 2 - PRODUCTS

2.01 MATERIALS

The WPC materials shall conform to the requirements set forth in Section 13-1.02, MATERIALS, of the Caltrans Standard Specifications, except as modified herein, and the SWRCB NPDES Permit 2013-0001-DWQ and Order No. 2009-0009- DWQ, as applicable.

PART 3 - EXECUTION

3.01 CONSTRUCTION

The WPC construction shall conform to the requirements set forth in Section 13-1.03, CONSTRUCTION, of the Caltrans Standard Specifications. The Contractor shall:

1. Install facilities and devices used for water pollution control practices before performing work activities.
2. Install soil stabilization materials for water pollution control practices in all work areas that are inactive or before storm events.
3. Repair or replace water pollution control practices within 24 hours of discovering any damage, unless a longer period is approved.

The City will not pay for the cleanup, repair, removal, disposal, or replacements of water pollution control practices due to improper installation or the Contractor's negligence.

The Contractor may request changes to the water pollution control work or the City may order changes to water pollution control work. Changes may include additional or new water pollution control practices. Additional water pollution control work may be paid for as extra work in accordance with Section 00700, GENERAL CONDITIONS.

The Contractor shall retain a printed copy of the approved WPCP at the job site and make available during site visits at the request of the City, County or State.

The Contractor shall monitor the National Weather Service's forecast on a daily basis. Monitoring and inspection shall be conducted in conformance with Section 13-1.03B and 13-1.03C of the Caltrans Standard Specifications, except as modified herein, and the SWRCB NPDES Permit 2013-0001-DWQ and Order No. 2009-0009- DWQ, as applicable. All inspection documentation shall be maintained at the site and made available by the Contractor at the request of the City, County or State.

Whenever the Contractor or the City identifies a deficiency in the implementation of the approved WPCP, correct the deficiency:

1. Immediately, unless a later date is approved
2. Before precipitation occurs

The City may correct the deficiency and deduct the cost of correcting the deficiency from payment if the Contractor fails to correct the deficiency by the agreed date or before the onset of precipitation.

3.02 **JOB SITE MANAGEMENT**

The Contractor shall perform appropriate job site management, including spill prevention and control, material management, waste management, non-stormwater management, and dewatering activities. The Contractor shall implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and non-stormwater at the job site before they come in contact with storm drain systems and receiving waters.

Job site management shall conform to the requirements set forth in Section 13-4, JOB SITE MANAGEMENT, of the Caltrans Standard Specifications and the CASQA Handbook. Linear sediment barriers must comply with Section 13-10, TEMPORARY LINEAR SEDIMENT BARRIERS of the Caltrans Standard Specifications.

The Contractor shall be maintain and provide all submittals in accordance with Section 13-4.01B Submittals of the Caltrans Standard Specifications. The Contractor shall maintain all records on site, and provide a copy at the request of the City, County or State.

Stockpiling materials; storing pile-driving equipment and liquid waste containers; washing vehicles and equipment in outside areas; and fueling and maintaining vehicles and equipment activities must be performed at safe distance, such that no illicit discharge may occur, from concentrated flows of stormwater, drainage courses, and inlets, unless otherwise authorized by the City.

The Contractor shall be responsible for all costs associated with the performing job site management, and the proper use and applications of the facilities to comply with the applicable storm water requirements of the City, Calaveras County, the State of California,

and the United States. This item shall be included in the bid under SWPPP Implementation. The City does not pay for job site management.

3.03 **TEMPORARY SOIL STABILIZATION**

The use, submittals, materials and construction of temporary soil stabilization shall conform to the requirements set forth in Section 13-5, TEMPORARY SOIL STABILIZATION, of the Caltrans Standard Specifications and the CASQA Handbook. The Contractor shall be responsible for all costs associated with performing job site management to comply these Provisions, the Standard Specifications, and with all applicable storm water requirements of the City, Calaveras County, the State of California, and United States.

The City will designate the areas to receive soil stabilization materials by directing the placement of stakes or other suitable markers in increments of 1 acre or less.

The Contractor shall be responsible for all costs associated with the installation, maintenance, relocation, or removal of temporary stabilization measures, and the proper use and applications of the facilities to comply with the applicable storm water requirements of the City, Calaveras County, the State of California, and the United States. This item shall be included in the bid under SWPPP Implementation. The City does not pay for installing, relocating, maintaining, or removing temporary soil stabilization.

3.04 **TEMPORARY SEDIMENT CONTROL**

The use, submittals, materials and construction of temporary sediment controls, excluding temporary linear sediment barriers, shall conform to the requirements set forth in Section 13-6, TEMPORARY SEDIMENT CONTROL, of the Caltrans Standard Specifications. Install, relocate, and remove control measures as needed to comply with all applicable regulations.

The Contractor shall be responsible for all costs associated with the installation, maintenance, relocation, or removal of temporary sediment control measures, and the proper use and applications of the facilities to comply with the applicable storm water requirements of the City, Calaveras County, the State of California, and the United States. This item shall be included in the bid under SWPPP Implementation. The City does not pay for installing, relocating, maintaining, or removing temporary sediment controls.

3.05 **TEMPORARY TRACKING CONTROL**

The use, submittals, materials and construction of temporary linear sediment barriers shall conform to the requirements set forth in Section 13-7, TEMPORARY TRACKING CONTROL, of the Caltrans Standard Specifications and the CASQA Handbook. Install, relocate and remove facilities as needed to comply with all applicable regulations.

The Contractor shall retain and submit records of street sweeping activities, including sweeping times, sweeping locations, and the quantity of disposed sweeping waste. Records shall be maintained on-site and made available to the City, County or State upon request.

The Contractor shall be responsible for all costs associated with the installation, maintenance, relocation, or removal of temporary tracking control measures, and the proper use and applications of the facilities to comply with the applicable storm water requirements of the City, Calaveras County, the State of California, and the United States. This item shall be included in the bid under SWPPP Implementation. The City does not pay for installing, relocating, maintaining, or removing temporary tracking controls.

3.06 **TEMPORARY CONCRETE WASHOUTS**

The use, submittals, materials and construction of temporary linear sediment barriers shall conform to the requirements set forth in Section 13-9, TEMPORARY CONCRETE WASHOUTS, of the Caltrans Standard Specifications and the CASQA Handbook.

Install, relocate or remove portable temporary concrete washout or bins as needed for concrete work. Remove and dispose of concrete waste within 2 business days after a concrete washout becomes filled. Dispose of concrete waste material from a concrete washout at a plant licensed to receive solid concrete waste, liquid concrete waste, or both. Secure portable temporary concrete washout or bin to prevent spilling of concrete waste material whenever it is being relocated or transported within the job site. Whenever any spilled material is observed, clean up the spilled material and place it back into the concrete washout unit. The City does not pay for installing, relocating or removing a portable temporary concrete washout or bin.

The Contractor shall be responsible for all costs associated with the installation, maintenance, relocation, or removal of temporary concrete washouts, and the proper use and applications of the facilities to comply with the applicable storm water requirements of the City, Calaveras County, the State of California, and the United States. This item shall be included in the bid under SWPPP Implementation. The City does not pay for installing, relocating, maintaining, or removing temporary concrete washouts.

3.07 **TEMPORARY LINEAR SEDIMENT BARRIERS**

The use, submittals, materials and construction of temporary linear sediment barriers shall conform to the requirements set forth in Section 13-10, TEMPORARY LINEAR SEDIMENT BARRIERS, of the Caltrans Standard Specifications and the CASQA Handbook. Install, relocate and remove facilities as needed to comply with all applicable regulations.

The Contractor shall be responsible for all costs associated with the installation, maintenance, relocation, or removal of temporary linear sediment barriers, and the proper use and applications of the facilities to comply with the applicable storm water requirements of the City, Calaveras County, the State of California, and the United States. This item shall be included in the bid under SWPPP Implementation. The City does not pay for installing, relocating, maintaining, or removing temporary linear sediment barriers.

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SECTION 01070

ENVIRONMENTAL STEWARDSHIP**PART 1 - GENERAL****1.01 SCOPE**

This section includes general specifications for environmental compliance and environmental resource management. The Contractor shall be responsible to comply with the environmental mitigation and avoidance measures required for the project as described in the Categorical Exemption dated _____.

1.02 REGULATOR REQUIREMENTS**A. Air Quality**

Section 14-9, AIR QUALITY, of the Caltrans Standard Specifications includes specifications relating to air quality.

B. Air Pollution Control

Comply with air pollution control rules, regulations, ordinances, and statutes that apply to work performed under the Contract, including air pollution control rules, regulations, ordinances, and statutes provided in Govt Code § 11017 (Pub Cont Code § 10231). Do not burn material to be disposed.

1.03 ENVIRONMENTAL REQUIREMENTS

Standard construction BMPs shall be implemented throughout construction to avoid and minimize adverse effects to the water quality within the Project site. Appropriate erosion control measures shall be used (e.g., hay bales, filter fences, vegetative buffer strips, or other accepted equivalents) to reduce siltation and contaminated runoff from the Project site. The integrity and effectiveness of the BMPs will be inspected on a daily basis by the City. Corrective actions and repairs shall be carried out by the Contractor immediately.

Staging areas shall be located on existing roadways or other disturbed areas identified in the Project layout (plan) sheets where they will not affect sensitive resources.

Construction by-products and pollutants such as petroleum products, chemicals, or other deleterious materials shall not be allowed to enter creeks or other waters. A plan for the emergency clean-up of any spills of fuel or other materials shall be available when construction equipment is in use.

Equipment shall be refueled and serviced at designated construction staging areas. All construction material and fill shall be stored and contained in a designated area that is located away from channel areas to prevent transport of materials into streams. In addition, a silt fence shall be installed to collect any discharge, and adequate materials shall be available for spill clean-up and during storm events.

Vehicles and equipment shall be driven only within designated areas.

Construction vehicles and equipment shall be maintained to prevent contamination of soil or water from external grease and oil or from leaking hydraulic fluid, fuel, oil, and grease. Leaking vehicles and equipment shall be removed from the site.

All temporarily disturbed areas shall be restored to pre-construction contours and revegetated with an erosion control seed mix following completion of construction.

No litter, debris, or sidecast shall be dumped or permitted to enter aquatic habitats. During Project activities, all trash that may attract predators shall be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris shall be removed from work areas.

To prevent inadvertent entrapment of animals during construction, all excavated, steep walled holes or trenches more than 1 ft deep shall be covered at the close of each working day with plywood or other suitable material or provided with one or more escape ramps constructed of earth fill or wooden planks. At the beginning of each working day and before such holes or trenches are filled, the holes/trenches shall be thoroughly inspected for trapped animals. If at any time a trapped listed animal is discovered, a City-designated/approved biologist will immediately place escape ramps or other appropriate structures to allow the animal to escape. All holes and trenches more than 1 ft deep shall be filled or securely covered prior to October 15.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 NOISE AND VIBRATION

Do not operate construction equipment or run the equipment engines from sunset to 7:00 a.m., Monday through Friday, or from sunset. to 8:00 a.m. on Saturdays, except where authorized by the City to operate equipment within the project limits during these hours to:

- a. Service traffic control facilities

b. Service construction equipment

If authorized to work during these times, do not exceed 86 dBA LMax at 50 feet from the job site activities.

Equip an internal combustion engine with the manufacturer-recommended muffler. Do not operate an internal combustion engine on the job site without the appropriate muffler.

3.02 CONSTRUCTION RELATED EXHAUST EMISSIONS

To reduce impacts for construction-related exhaust emissions, the Contractor shall utilize off-road construction fleets that can achieve fleet average emissions equal to or cleaner than Tier II emission standards, as set forth in Section 2423 of the California Code of Regulations and Part 89 of Title 40 Code of Federal Regulations. Achievement can be accomplished through any combination of uncontrolled engines and engines complying with Tier II and above engine standards.

3.03 CULTURAL RESOURCES

If any cultural resources, including prehistoric or historic artifact, or other indications of archaeological resources are found during grading and construction activities for any individual phase, or portion of an individual phase of the project, all work shall be halted immediately within a 200 ft radius of the discovery until an archaeologist retained by the City and meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, has evaluated the find(s). Construction activities beyond the 200 ft radius can proceed unless it is determined by the City and the archaeologist that additional areas require evaluation.

Work cannot continue at the discovery site until the archaeologist conducts sufficient research and data collection to make a determination that the resource is: 1) not cultural in origin; or 2) not potentially significant or eligible for listing on the National Register of Historic Places or California Register of Historical Resources; or 3) not a significant Public Trust Resource.

If Native American resources are identified, a Native American monitor, following the Guidelines for Monitors/Consultants of Native American Cultural, Religious, and Burial Sites established by the Native American Heritage Commission, may also be required and, if required, will be retained by the City.

Delays in construction due to the presence of cultural resources will be considered in accordance with Section 00700, GENERAL CONDITIONS.

3.04 PALEONTOLOGICAL RESOURCES

If paleontological resources are discovered during the course of construction for any individual phase, or portion of an individual phase of the Project, work shall be halted immediately within 165 ft of the discovery, the City shall be notified, and a qualified

paleontologist retained by the City will be retained to determine the significance of the discovery. If the paleontological resource is considered significant, it will be excavated by a qualified paleontologist and given to a local agency, state university, or other applicable institution, where the resource can be curated and displayed for public education purposes.

Delays in construction due to the presence of paleontological resources shall be considered in accordance with Section 00700, GENERAL CONDITIONS.

3.05 HUMAN REMAINS

If human remains are discovered during the course of construction for any individual phase, or a portion of an individual phase of the Project, work shall be halted at the site and any nearby area reasonably suspected to overlie adjacent human remains until the Calaveras County Coroner has been informed and has determined that no investigation of the cause of death is required. If the remains are of Native American origin, either of the following steps will be taken:

- a. The coroner will contact the Native American Heritage Commission to ascertain the proper descendants from the deceased individual. The coroner will make a recommendation to the City for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods, which may include obtaining a qualified archaeologist or team of archaeologists to properly excavate the human remains.
- b. The City will retain a Native American monitor, and an archaeologist, if recommended by the Native American monitor, and rebury the Native American human remains and any associated grave goods, with appropriate dignity, on the property and in a location that is not subject to further subsurface disturbance when any of the following conditions occurs:
 1. The Native American Heritage Commission is unable to identify a descendent.
 2. The descendant identified fails to make a recommendation.
 3. The City or its authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.

Delays in construction due to the presence of human remains will be considered in accordance with Section 00700, GENERAL CONDITIONS.

****END OF SECTION****

SECTION 01200

PROJECT MEETINGS**PART 1 - GENERAL****1.01 PRECONSTRUCTION MEETING**

A preconstruction meeting will be held within ten working days of Award of the Contract. The purpose of the meeting will be to discuss the various requirements of the specifications and the Contractor's responsibilities with regard to maintaining plant operations, process control, schedule, submittals, and safety. The Contractor shall not commence construction work until after the preconstruction meeting and issuance of a Notice to Proceed.

1.02 MONTHLY STATUS MEETINGS

Regular monthly construction progress meetings shall be held throughout the construction period from the time the Contractor begins work until the acceptance of the work by the City. The City, Superintendent, and representatives of the City will attend the meeting. The Contractor shall be represented by his designated construction manager and superintendent, and representative of any major subcontractor whose work will be discussed at the meeting.

The purpose of the meeting shall be as follows:

- A. Review of progress of the work during the preceding month and the job to date for compliance with the approved construction schedule as described in Section 01310, CONSTRUCTION SCHEDULE AND REPORTS.
- B. Discuss work and coordination of activities that will be required for the completion of all work scheduled for the following month.
- C. Discuss additional measures required to bring the progress of the work into compliance with the approved schedule if required to satisfy the provisions of the contract.
- D. Review status of submittals, change orders, directives, and equipment delivery dates.
- E. Any additional items of concern to the City.

1.03 WEEKLY MEETINGS

The Contractor's superintendent shall meet with the City at the beginning of each week to discuss the activities scheduled for the following week and the compliance of the work with the schedule established at the previous monthly status meeting.

1.04 **ADDITIONAL MEETINGS**

Additional meetings with the City, Engineer, and the Contractor will be called by the City to resolve disputes on various items of work on the project, including, but not limited to, progress payments, design omissions or conflicts, and changes in work and/or schedule.

****END OF SECTION****

SECTION 01300

SUBMITTALS**PART 1 - GENERAL****1.01 GENERAL**

Where required by the specifications, the Contractor shall submit descriptive information that will enable determination of whether the Contractor's proposed materials, equipment, or methods of work are in general conformance to the design concept and in compliance with the plans and specifications. The information to be submitted shall consist of drawings, specifications, descriptive data, certificates, samples, test results and such other information, all as specifically required in the specifications. In some instances, specified submittal information describes some, but not all, features of the material equipment, or method of work. Features not requiring submittals shall be as specified.

As described in Section 00700, GENERAL CONDITIONS, submittal review shall be only for general conformance with the design concept and general compliance with the information given in the contract documents. It shall not include review of quantities, dimensions, weights or gages, fabrication processes, construction safety precautions, all of which are the sole responsibility of the Contractor. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The City shall not be required to review and shall not be responsible for any deviations from the contract documents not clearly noted by the Contractor, nor shall the City be required to review partial submissions or those for which submissions for correlated items have not been received.

1.02 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment, or method of work shall be described in the submittal. The Contractor shall verify that all features of all products conform to the requirements of the specifications and plans. The Contractor shall insure that there is no conflict with other submittals and shall notify the City in each case where his submittal may affect the work of the City or others. The Contractor shall insure coordination of submittals among the related crafts and subcontractors.

Immediately following Award of the Contract, the Contractor shall review the plans and specifications and shall prepare a list of all submittals anticipated on the project and shall submit this list to the City. Items not on the list but requiring review shall be added to the list as requested by the City at any time during the construction.

1.03 TRANSMITTAL PROCEDURE

A. General

Submittals regarding material and equipment shall be accompanied by a transmittal form. A separate form shall be used for each specific item, class of material, equipment, and for items specified in separate, discrete sections. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.

A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Submittal numbers shall have the following format: "XXX-YYYYY-ZZ"; where "XXX" is the sequential number assigned by the Contractor, "YYYYY" is the specification section number covered by the submittal, and "ZZ" is the sequential number of the submittal ("01" for the first submittal, "02" for the second submittal, etc.). Resubmittals shall have the same submittal number format; where "XXX" is the originally assigned submittal number.

Submittal 25-11350-02, for example, would be the second submittal (first re-submittal) of submittal 25 covering Section 11350.

B. Deviation from Contract

If the Contractor proposes to provide material, equipment, or method of work that deviates from the contract documents, he/she shall indicate so on the transmittal form accompanying the submittal copies. Deviations from the contract documents may result in a "credit" to the City.

C. Submittal Completeness

Submittals that do not contain all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

D. Requests for Substitution

The Contractor may offer material or equipment of equal or better quality and performance in substitution for those specified. The City will consider offers for substitution only from the Contractor and will not acknowledge or consider such offers from suppliers, distributors, manufacturers, or subcontractors. The Contractor's offers of substitution shall be made in writing to the City and shall include sufficient data to enable the Engineer to assess the acceptability of the material or equipment for the particular application and requirements.

If the offered substitution necessitates changes to or coordination with other portions of the work, the data submitted shall include drawings and details showing such changes.

Contractor agrees to perform these changes as part of the substitution of material or equipment at no additional cost to the City. Within 30 calendar days after receipt of the offer

of substitution, the Engineer will review the material submitted by the Contractor and advise the City and Contractor of objections, if any, to the proposed substitution or if further information is required. Upon notification by the City, the Contractor shall either provide material or equipment that complies with project specifications or furnish requested additional information. While the City might not take any objections to the proposed substitution, such action shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name. Any cost differential associated with a substitution shall be reflected in the offer and the contract documents shall be modified by a change order.

1.04 REVIEW PROCEDURE

When the contract documents require a submittal, the Contractor shall submit copies of the specified information as follows unless otherwise specified:

- A. One reproducible original of all the submitted information. When individual sheets in the submittal exceed 8 1/2" x 11", a sepia shall be submitted.
- B. Six copies of all the submitted information.
- C. Submittals shall be delivered or mailed to:

Dave Richard, PE
On-Call City Engineer, Water/Wastewater
Dewberry | Drake Haglan
11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670
drrichard@dewberry.com

Unless otherwise specified, within five calendar days after receipt of the submittal, the submittal shall be reviewed and three copies of the marked-up reproducible original shall be returned to the Contractor. The reproducible original shall be retained by the City. The returned submittal shall indicate one of the following actions:

- 1. If the review indicates that the material, equipment, or work method is in general conformance with the design concept and complies with the drawings and specifications, submittal copies will be marked "NO EXCEPTIONS TAKEN." In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
- 2. If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED." The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in operation and maintenance information, a corrected copy shall be provided.

3. If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "REVISE AND RESUBMIT." Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."
4. If the review indicates that the material, equipment, or work method is not in general conformance with the design concept or in compliance with the drawings and specifications, copies of the submittal will be marked "REJECTED". Submittals with deviations that have not been identified clearly may be rejected. Except at his own risk, the Contractor shall not undertake the work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".

Following the initial review, two "resubmittals" will be allowed by the City prior to a "back charge" for engineering review and administration costs being incurred by the Contractor. The "back charge" will be deducted from any amounts due the Contractor.

1.05 **EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS**

Review of drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide shall not relieve the Contractor of his responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the City, or by any officer or employee thereof, or by any engineering firm conducting such review on behalf of the City, and the Contractor shall have no claim under the contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. A mark of "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED" shall mean that the City has no objection to the Contractor, upon his own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

****END OF SECTION****

SECTION 01310

CONSTRUCTION SCHEDULES AND REPORTS**PART 1 – GENERAL****1.01 SCOPE**

This section specifies the procedures for preparing the construction schedule used for planning and managing construction activities. The schedule provides a basis for determining the progress status of the project relative to the completion time and specific dates.

1.02 DESCRIPTION

The Contractor shall prepare a time scale network schedule using a critical path method. A general guide for preparing such a schedule is contained in *The Use of CPM in Construction, a Manual for Contractors*, published by the Associated General Contractors of America.

The schedule shall depict all significant construction activities and all items of work listed in the breakdown of contract prices submitted by the Contractor in accordance with the BID SCHEDULE section of these specifications. The dependencies between activities shall be indicated so that it may be established what effect the progress of any one activity has on the schedule.

Detailed network activities shall include, in addition to construction activities, the submittal and approval of samples of material and shop drawings, the procurement of critical materials and equipment, and their installation and testing. All submittals of equipment and materials in Division 2 shall be shown on the schedule together with appropriate allowances for review and delivery times, installation, testing, and training as appropriate. All activities of the City that affect the progress of the work shall be shown. Any omission of work from the schedule required for contract compliance shall not excuse the Contractor from completing such work within any applicable completion date.

Completion time and all specific contract dates given in Section 01015, CONTRACT TIME, shall be shown on the schedule. Activities making up the critical path shall be identified.

No activity on the schedule shall have a duration longer than 21 calendar days except activities comprising only fabrication and delivery, which may extend for more than 21 calendar days. Activities which exceed these limits shall be divided into more detailed components. The scheduled duration of each activity shall be based on the work being performed during the normal 40-hour work week with allowances made for legal holidays and normal weather conditions.

The Contractor shall not work on legal holidays except by permission of the City. Legal holidays are defined as the holidays observed by the City. The Contractor shall notify the

City by Friday of their intent to work on any immediately following Saturday or Sunday. Delays to project completion experienced during holidays or weekends without proper permission or notice will not be considered to be the responsibility of the City.

Schedules shall be realistic. Contractors shall be required to show use of all calendar days allowed for completion in their schedule or accept a no cost change order reducing the number of days allowed for the completion of the work to the amount shown on the proposed and approved schedule

1.03 SUBMITTAL PROCEDURES

Within 10 calendar days after the date of the Notice of Proceed, the Contractor shall complete a construction schedule conforming to Paragraph 01310-1.02, Description, and representing in detail all planned procurement and onsite construction activities. The schedule shall be prepared on reproducible paper and may be in draft form with legible freehand lines and lettering. The Contractor shall submit the original and six copies to the City in accordance with Section 01300, SUBMITTALS.

No progress payments shall be made prior to the acceptance of the CPM schedule. Failure to resubmit updated schedules as required herein shall result in an increase in the retentions of the amounts due the Contractor.

Within 10 calendar days after receipt of the submittal, City shall review the submitted schedule and return two copies of the marked up original to the Contractor. If the City finds that the submitted schedule does not comply with specified requirements, the corrective revisions will be noted on the submittal copy returned to the Contractor for corrections and resubmittal as specified in Section 01300, SUBMITTALS.

1.04 SCHEDULE REVISIONS

Revisions to the accepted construction schedule may be made only with written approval of the Contractor and the City. Changes in timing for activities which are not on the critical path may be modified with written agreement of the Contractor and the City.

1.05 PROJECT STATUS UPDATE

A jobsite meeting will be held each month at a time mutually agreed upon by the Contractor and the City to review the construction progress for compliance with the approved schedule. Weekly meetings will also be held between the Contractor and City to review the progress of the work of the previous week and to coordinate the work of the subsequent week. The schedule shall be revised whenever: the schedule does not represent the progress of the work; equipment submittals, approvals, or deliveries make rescheduling of activities necessary; any change to the sequence of activities occurs or any change occurs to activities on the critical path; or when a contract modification necessitates a revision to the schedule. Updates to the schedule shall, at a minimum, be required on a monthly basis.

****END OF SECTION****

SECTION 01700

CONTRACT CLOSEOUT**PART 1 - GENERAL****1.01 CLEANING OF SITE**

The Contractor shall not allow the site of the work to become littered with trash and waste material but shall maintain the site in its normal neat and orderly condition throughout the construction period.

On or before the completion of the work including punch list acceptance by the City, the Contractor shall remove rubbish of all kinds from the jobsite and any of the grounds which he has occupied and leave them in first-class condition to the satisfaction of the City. Pavement shall be swept and/or flushed to remove any spilled soil or aggregate base material after placement. Pipes, drainage inlets, and streets used by the Contractor or contaminated by his operations shall be cleaned thoroughly to the satisfaction of the City.

PART 2 - RECORD DRAWINGS**2.01 GENERAL**

The Contractor shall maintain one set of record drawings at the site at all times as a true, complete and accurate record of the work. The drawings shall consist of one set of full-size prints of the contract drawings marked up to reflect all changes that have been made during the course of the work and other supplementary information. The record drawings shall be updated weekly and be available for inspection by the City at all times. Progress payments may be withheld if the drawings are not kept current as provided for in the Section 00700, GENERAL CONDITIONS.

Record drawings shall be stored during the contract period in the Contractor's field office apart from the documents used for construction in suitable files or racks. The record drawings shall be maintained in a clean, dry legible condition and in good order until delivered to the City at the completion of the work. Record drawings shall not be used for construction purposes.

The contract record drawings and supplementary information shall record all deviations in construction, especially pipe and conduit locations and deviations caused by change orders, field clarifications, requests for clarification and addenda. Revisions shall be indicated in a neat and legible manner. Each document shall be clearly labeled "RECORD DOCUMENT."

2.02 INFORMATION TO BE RETAINED ON THE RECORD DRAWINGS

As a minimum, the following kinds of information shall be entered on the record drawings:

- A. Locations of work buried under or outside each building, such as plumbing, piping, and electrical lines and conduits.
- B. Locations of all items, not necessarily concealed, which vary from the plans.
- C. Deviations from the sizes, locations and other features of installations shown in the plans.
- D. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.

2.03 ADDITIONAL CONTRACT RECORD INFORMATION

In addition to the marked-up set of plans, the Contractor shall also maintain a contract record file of additional drawings and information necessary for clarification. These include, but are not limited to:

- A. Field instructions (directives and field orders) issued by the City.
- B. Contract change orders.

****END OF SECTION****

CITY OF ANGELS
MARK TWAIN WATER DISTRIBUTION SYSTEM IMPROVEMENTS

Division 2 – Site Work

Section 02100	Site Preparation
Section 02800	Water Distribution System

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SECTION 02100

SITE PREPARATION**PART 1 - GENERAL****1.01 SCOPE**

This section specifies site preparation which consists of demolition and disposal of materials.

1.02 REFERENCES

The publications referred to hereinafter form a part of these specifications to the extent referenced. The publications are referred to in the text by the basic designation only. The latest edition of referenced publications in effect at the time of the bid shall govern. In case of conflict between the requirements of this section and the listed standards, the requirements of this section shall prevail.

State of California, Department of Transportation (CALTRANS) Publications

CALTRANS *Standard Specifications, State of California Business and Transportation Agency, Department of Transportation, 2018*

1. Caltrans Standard Specifications: Whenever this specification is referenced, the following is understood.
 - a. All references to statistical testing are deleted.
 - b. Whenever a discrepancy occurs between the Standard Specifications and this specification, it is understood that this specification governs.
 - c. All references to measurement and payment are deleted.

1.03 JOB CONDITIONS**A. Existing Conditions**

The Project site is located near the Mark Twain Elementary School. The Contractor shall determine the actual condition of the site as it affects this portion of the work.

B. Photographs

Prior to disturbing any area of the project site, the Contractor shall take sufficient photographs and video footage of each area that will be disturbed during construction, documenting pre-construction conditions. The same views shall be re-photographed upon

completion of construction activities on any section of the project, and submitted with Contractor's application for payment for work on the section. Pre-construction photography shall document the pre-construction condition of existing landscaped areas, trees and plants, fences, streets, sidewalks, drives, and in general, any area that will be disturbed before commencing work. A copy of each videotape shall be provided to the City, along with a log describing the address, date, and viewing orientation of each tape segment. Acceptable photographs and videotapes shall be submitted prior to disturbing any area of the project.

C. Protection

Site preparation shall not damage structures, landscaping, or vegetation adjacent to the site. The Contractor shall repair or replace any damaged property. To the maximum extent practicable, dust generated during construction activities shall be minimized. Submit a dust control plan to the City for approval in accordance with Section 01300, SUBMITTALS. The dust control plan shall meet the requirements of APCD Rules 8011-8081 to limit visible dust emissions to 20% opacity or less.

During the performance of the Work required by these Specifications or any operations appurtenant thereto, whether on right-of-way provided by the City or elsewhere, furnish all labor, equipment, materials, and means required, and carry out proper and efficient measures wherever and as often as necessary to reduce the dust nuisance, and to prevent dust or dirt which has originated from construction operations from damaging landscaping, existing streets, and dwellings, or causing a nuisance to persons. Water sprinkling shall not be used for dust control when it creates mud or flooding on public streets or right of way. The street area adjacent to open cut excavation work shall be cleaned at the end of each work shift and as necessary throughout the work day to control dust. The Contractor will be held liable for any damage resulting from dust originating from his operations under these specifications on City right-of-way or elsewhere.

The cost of sprinkling, street cleaning, or of other methods of controlling dust shall be included in the prices bid in the schedule for the other items of work.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.01 GENERAL

The Contractor shall notify the City when site preparation is complete. Further work shall not be started until the conditions defined herein are satisfied.

3.02 PERFORMANCE

A. Demolition and Removal

Pavement: When portions of asphalt pavements and concrete pads are to be removed and later construction is to be connected, edges shall be sawcut, on a neat line at right angles to the curb face.

B. Utility Interference

Where existing utilities interfere with the prosecution of the work, the Contractor shall relocate them in accordance with Section 00700, GENERAL CONDITIONS.

C. Protection

The Contractor shall provide protection devices, including barricades, fencing, warning signs, lights and other items necessary to ensure the security of, and safety within, the project site during this phase of the work.

D. Cleanup

Remove and transport debris, rubbish, and excess material from the site in a manner that will prevent spillage on streets or adjacent areas. Clean up spillage from streets and adjacent areas. Comply with Federal, State, and local hauling disposal regulations. Cleanup shall be an ongoing activity throughout the contract period.

****END OF SECTION****

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SECTION 02800

WATER DISTRIBUTION SYSTEMS

PART 1 – GENERAL

1.01 SCOPE

This section includes requirements for water distribution systems including materials for water distribution pipe, valves, and accessories; excavating; preparation of pipe-laying surface; pipe bedding; backfilling and compaction; pipeline flushing, testing and disinfection; and pavement restoration. Water distribution systems shall comply with City of Angels 2010 Improvement Standards (City Standards) except where noted otherwise.

1.02 QUALITY ASSURANCE

A. References

The publications referred to hereinafter form a part of these specifications to the extent referenced. The publications are referred to in the text by the basic designation only. The latest edition of referenced publications in effect at the time of the bid shall govern. In case of conflict between the requirements of this section and the listed standards, the requirements of this section shall prevail.

American Society for Testing and Materials (ASTM) Publications

ASTM A53	<i>Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless</i>
ASTM D1556	<i>Density of Soil in Place by the Sand-Cone Method</i>
ASTM D1557	<i>Moisture Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb. (4.54-kg) Rammer and 18 Inch (457-mm) Drop</i>
ASTM D2922	<i>Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)</i>
ASTM D3017	<i>Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)</i>

State of California, Department of Transportation (CALTRANS) Publications

CALTRANS	<i>Manual of Traffic Control</i>
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CALTRANS

*Standard Specifications, State of California Business and
Transportation Agency, Department of Transportation, 2018.*

1. Caltrans Standard Specifications: Whenever this specification is referenced, the following is understood.
 - a. All references to statistical testing are deleted.
 - b. Whenever a discrepancy occurs between the Standard Specifications and this specification, it is understood that this specification governs.
 - c. All references to measurement and payment are deleted.

B. Tests

The City will take samples and perform moisture content, compaction, and density tests during placement of backfill materials to check compliance with these specifications. The Contractor shall remove surface material at locations designated by the City and provide such assistance as necessary for sampling and testing. The City may direct the Contractor to construct inspection trenches in compacted or consolidated backfill to determine that the Contractor has complied with these specifications.

Tests will be made by the City in accordance with the following:

Moisture content	ASTM D3017
Density in-place	ASTM D1556 or ASTM D2922
Moisture-density relationships	ASTM D1557

1.03 SUBMITTALS

The Contractor shall submit information in accordance with Section 01300, SUBMITTALS, to substantiate compliance with this specification for materials.

If tests conducted by the Contractor or the City indicate that the material does not meet specification requirements, material placement will be terminated until corrective measures are taken. Material which does not conform to the specification requirements and is placed in the work shall be removed and replaced at the Contractor's sole expense. Sampling and testing performed by the Contractor shall be done at the Contractor's sole expense.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Water Distribution Pipe

Water distribution pipe shall be ductile iron pipe in compliance with Section 18 of the City Standards unless otherwise noted.

B. Service Lines

Service lines shall be 1-inch polyethylene CTS in compliance with Section 16 of the City Standards unless otherwise noted.

C. Gate Valves

Gate valves shall be provided where shown with flanged connections in accordance with Section 18 of the City Standards unless otherwise noted.

D. Blowoffs

Blowoffs shall be provided where shown and shall be in accordance with Section 16 of the City Standards unless otherwise noted.

E. Fire Hydrants

Fire hydrants shall be dry barrel type in accordance with AWWA C503 and Section 17 of the City Standards unless otherwise noted.

F. Air Release Valves

Air release valves shall be provided where shown and shall be in accordance with Section 18 of the City Standards unless otherwise noted.

G. Trench Bedding

Bedding material shall be a select granular material free from organic matter and of such size and gradation that the specified compaction can be readily attained. As a minimum, materials shall have a sand equivalent value of not less than 20 and shall conform to the following gradation:

<u>U.S. standard sieve size</u>	<u>Percent by weight passing</u>
3/4 inch	100
No. 4	35-100
No. 30	20-100
No. 40	20-100

The coefficient of uniformity shall be 3 or greater. The material may be clean natural sand or gravel, select trench excavation, or a mixture thereof. Material shall not pass a No. 200 sieve.

H. Trench Backfill

Trench backfill materials shall be Class I Backfill in compliance with Section 15 of the City Standards.

I. Buried Warning and Identification Tape

Polyethylene plastic and metallic core or metallic-faced, acid-and alkali-resistant, polyethylene plastic warning tape shall be manufactured specifically for warning and identification of buried utility lines. Provide tape on rolls, 3 in. minimum width, color coded for the intended utility with a warning and identification imprinted in bold black letters continuously over the entire tape length. Warning and identification to read, "CAUTION, BURIED (intended service) LINE BELOW" or similar wording. Color and printing are to be permanent, unaffected by moisture or soil.

1. Warning Tape for Metallic Piping: Acid and alkali-resistant polyethylene plastic tape conforming to the width, color, and printing requirements indicated above. Minimum thickness of the tape shall be 0.003 in. Tape shall have a minimum strength of 1,500 psi lengthwise and 1,250 psi crosswise with a maximum 350% elongation.
2. Detectable Warning Tape for Non-Metallic Piping: Polyethylene plastic tape conforming to the width, color, and printing requirements indicated above. Minimum thickness of the tape shall be 0.004 in. Tape shall have a minimum strength of 1,500 psi lengthwise and 1,250 psi crosswise. The tape shall be manufactured with integral wires, foil backing, or other means of enabling detection by a metal detector when the tape is buried up to 3 ft deep. Encase the metallic element of the tape in a protective jacket or provide with other means of corrosion protection.

PART 3 – EXECUTION

3.01 WATERLINE INSTALLATION

Trenching excavation, bedding installation, pipeline laying, backfilling, compaction, pipeline testing, pipeline flushing, and pipeline disinfection shall be in compliance with Section 18 of the City Standards. Pavement restoration shall match the existing pavement section or greater.

3.02 CONNECTIONS TO EXISTING LINES

Connections to existing pipelines shall be accomplished by the Contractor as shown. Connections will require a limited, pre-approved shutdown of existing pipelines. Shutdowns shall be limited to a maximum duration of five hours from 12:00 a.m. to 5:00 a.m. Only one shutdown will be permitted at a time. Requests for shutdown shall be submitted 14 days in advance to the City for approval. Only City personnel will open/close valves to effect a line shutdown

3.03 Traffic Control

Traffic control shall be in accordance with Section 11 of the City Standards and the *Caltrans Manual of Traffic Control*, and approved traffic control plans. Traffic control plans shall be submitted to the City for approval prior to initiating construction.

3.04 BURIED WARNING AND IDENTIFICATION TAPE

Install tape above all buried pipes and conduits in accordance with manufacturer's recommendations except as modified herein. Bury tape 12 in. below finished grade; under pavements and slabs, bury tape 6 in. below top of subgrade.

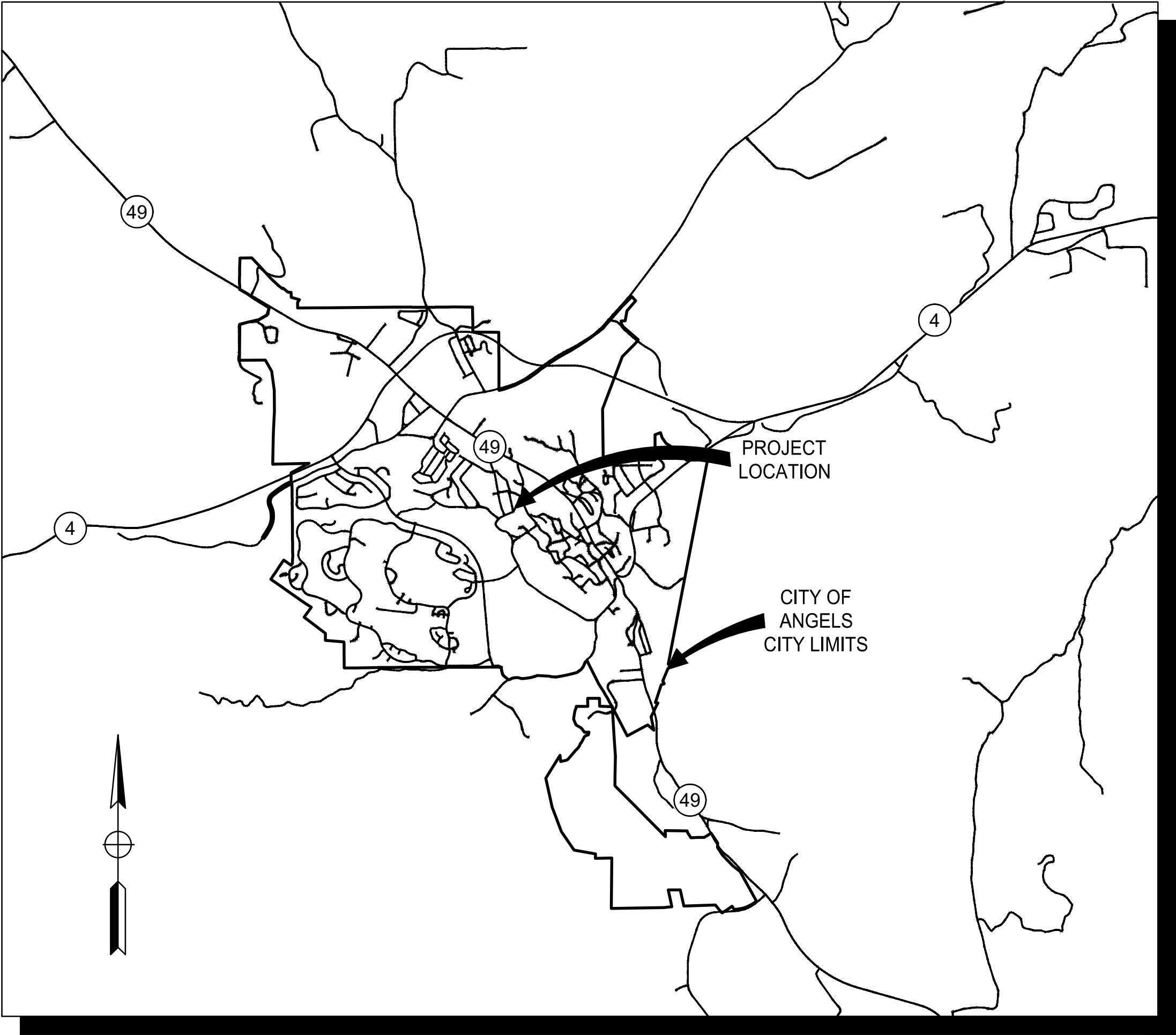
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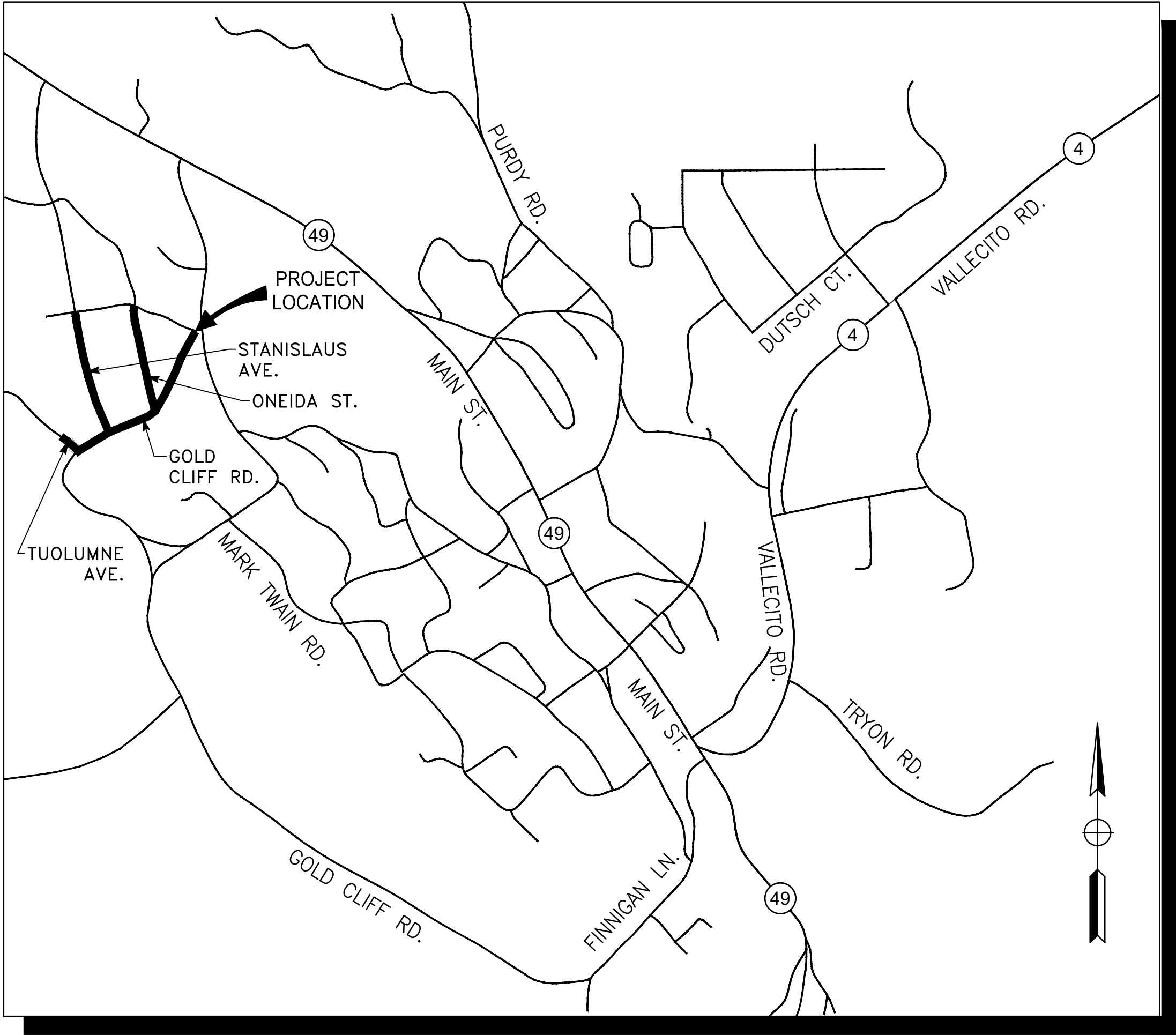
CITY ENGINEER APPROVAL	APPROVED AS TO IMPACT ON CITY FACILITIES AND CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES AND THAT TECHNICAL OVERSIGHT WAS PERFORMED.		
	DATE SIGNED	02/04/2025	
	LICENSE EXP. DATE	06/30/2026	
	REGISTRATION NO.	33479	
CONSULTANT PROJECT MANAGER		D. RICHARD	

CITY OF ANGELS
CALAVERAS COUNTY, CALIFORNIA
MARK TWAIN WATER SYSTEM IMPROVEMENTS PROJECT

TO BE SUPPLEMENTED BY THE CITY OF ANGELS 2010 IMPROVEMENT STANDARDS



CITY OF ANGELS MAP
NO SCALE



SITE MAP
NO SCALE

FEBRUARY 2025

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES)
OF LICENSE AS SPECIFIED IN THE "NOTICE TO CONTRACTORS"

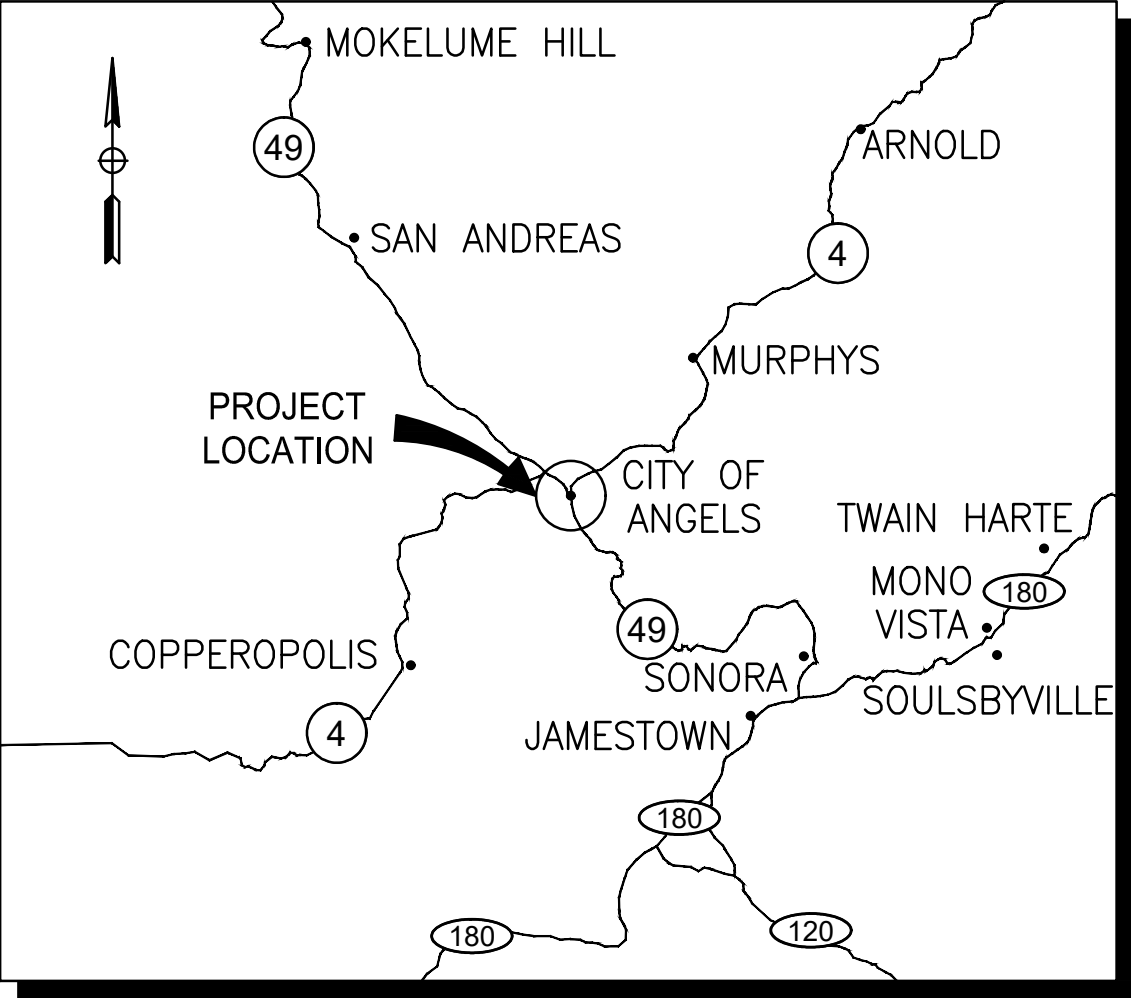


USERNAME = caguar
DGN FILE = MTWI-R-G0.10.dwg

FINAL BID SET

UNIT 0000 PROJECT NUMBER & PHASE 50182984

 **Dewberry**



VICINITY MAP
NO SCALE



TITLE SHEET
DEWBERRY
903 W CENTER STREET
MANTECA, CA 95337
CITY OF ANGELS
DEPARTMENT OF PUBLIC WORKS
2990 CENTENNIAL ROAD
ANGELS CAMP, CA 95222

G0.10

LAST REVISION DATE PLOTTED = Feb 04, 2025
02-04-25 TIME PLOTTED = 3:57 pm

CITY OF ANGELS – DEPARTMENT OF PUBLIC WORKS

MARK TWAIN WATER SYSTEM IMPROVEMENTS PROJECT

C. AGUIAR
02/04/25

REVISD BY

C. AGUIAR
K. TRAN

CALCULATED–
DESIGNED BY

CHECKED BY

D. RICHARD

INDEX OF PLANS

SHEET NO.	DRAWING	DESCRIPTION
GENERAL		
1	G0.10	TITLE SHEET
2	G0.20	LIST OF DRAWINGS, SYMBOLS AND ABBREVIATIONS
3	G0.30	GENERAL CONSTRUCTION AND SITE PIPING NOTES
4	G0.40	SURVEY CONTROL POINTS
5	G0.50	TRAFFIC CONTROL PLAN
6	G0.60	EROSION CONTROL DETAILS NO. 1
7	G0.61	EROSION CONTROL DETAILS NO. 2
CIVIL		
8	C0.01	EXISTING OVERALL PIPING PLAN
9	C0.02	CONSTRUCTION SEQUENCING PLAN
10	C1.00	PROPOSED WATERLINE IMPROVEMENTS – OVERALL PLAN VIEW
11	C1.01	PROPOSED WATERLINE IMPROVEMENTS – GOLD CLIFF RD PLAN AND PROFILE – 1
12	C1.02	PROPOSED WATERLINE IMPROVEMENTS – GOLD CLIFF RD PLAN AND PROFILE – 2
13	C1.03	PROPOSED WATERLINE IMPROVEMENTS – ONEIDA ST PLAN AND PROFILE
14	C1.04	PROPOSED WATERLINE IMPROVEMENTS – STANISLAUS AVE PLAN AND PROFILE – 1
15	C1.05	PROPOSED WATERLINE IMPROVEMENTS – STANISLAUS AVE PLAN AND PROFILE – 2
16	C1.06	PROPOSED WATERLINE IMPROVEMENTS – TUOLUMNE AVE PLAN AND PROFILE
17	CD0.01	CONSTRUCTION DETAILS NO. 1
18	CD0.02	CONSTRUCTION DETAILS NO. 2
19	CD0.03	CITY OF ANGELS STANDARD DETAILS

GENERAL ABBREVIATIONS

AB	AGGREGATE BASE	GPS	GLOBAL POSITIONING SYSTEM	PE	PLAIN END
AGG	AGGREGATE	GSP	GALVANIZED STEEL PIPE	PI	POINT OF INTERSECTION
CIPP	CURED IN PLACE PIPE	GV	GATE VALVE	P/L	PROPERTY LINE
¢	CENTERLINE	HGT	HEIGHT	PP	POWER POLE
CONC	CONCRETE	HORIZ	HORIZONTAL	PT	POINT OF TANGENCY
COORD	COORDINATE	ID	INSIDE DIAMETER	PVC	POLYVINYL CHLORIDE
CU FT	CUBIC FEET	IN	INCH	RCP	REINFORCED CONCRETE PIPE
CU IN	CUBIC INCH	INV, I.E.	INVERT ELEVATION	REF	REFER OR REFERENCE
CY	CUBIC YARD	LB/CU FT	POUNDS PER CUBIC FOOT	REINF	REINFORCE(D)
C—C	CENTER TO CENTER	LF	LINEAR FEET	RMJ	RESTRAINED MECHANICAL JOINT
DET	DETAIL	MAX	MAXIMUM	R.O.W.	RIGHT-OF-WAY
DIA, Ø	DIAMETER	MECH	MECHANICAL	SCHED	SCHEDULE
DIP	DUCTILE IRON PIPE	MFR	MANUFACTURER	SHT	SHEET
DRWG	DRAWING	MH	MANHOLE	SLP	SLOPE
EA	EACH	MIN	MINIMUM	SQ	SQUARE
EL, ELEV	ELEVATION	MISC	MISCELLANEOUS	SQ FT	SQUARE FOOT
ELL	ELBOW	MJ	MECHANICAL JOINT	SQ IN	SQUARE INCH
ELEC	ELECTRIC	NO.	NUMBER	SST	STAINGLESS STEEL
ENGR	ENGINEER	NTS	NOT TO SCALE	STL	STEEL
EX	EXISTING	NIC	NOT IN CONTRACT	TBM	TEMPORARY BENCH MARK
FDC	FIRE DEPARTMENT CONNECTION	OC	ON CENTER	TYP	TYPICAL
FG	FINISHED GRADE	OD	OUTSIDE DIAMETER	UE	UNDERGROUND ELECTRIC
FIG	FIGURE	OG	ORIGINAL GRADE	UON	UNLESS OTHERWISE NOTED
FL	FLANGED	OHE	OVERHEAD ELECTRICAL		
FLR	FLOOR	PC	POINT OF CURVATURE		
FT	FOOT				

GENERAL SYMBOLS

AIR RELEASE VALVE	JOINT POLE	WATER METER
BLOW OFF	LIGHT POLE	WATER VALVE
BOLLARD	POWER POLE	
ELECTRICAL PULL BOX	SEWER CLEAN OUT	
FIRE DEPARTMENT CONNECTION	SEWER MANHOLE	
FIRE HYDRANT	SIGN	
GUY ANCHOR	STORM DRAIN CATCH BASIN/GRATE	

PIPING SYSTEM DESIGNATIONS

DR DRAIN
ELEC, E ELECTRICAL
SD STORM DRAIN
SS SANITARY SEWER
SSFMSANITARY SEWER FORCE MAIN
WTR, W POTABLE WATER

DRAWING LEGEND

G GENERAL
C CIVIL

SECTION / DETAIL SYMBOLS

SECTION

SCALE: 1/2"=1'-0"

A G0.20

SECTION LETTER

SHEET WHERE SECTION IS REFERENCED

DETAIL

SCALE: 1/2"=1'-0"

2 G0.20

DETAIL NUMBER

SHEET WHERE DETAIL IS REFERENCED

A G0.20

SECTION LETTER

SHEET WHERE SECTION IS DRAWN

PIPING DESIGNATIONS

PROPOSED PIPE EXISTING PIPE

10"W 10"SS 36"W 36"SS

12" BD 12" BD (D)

ADDITIONAL DESCRIPTION (IF REQUIRED)
FLOW STREAM IDENTIFICATION LEGEND
NOMINAL PIPE SIZE

NOTE:

FLOW STREAM IDENTIFICATION LEGEND SHALL BE USED FOR PIPING SCHEDULE SELECTION. ADDITIONAL DESCRIPTION IS USED ONLY TO DESCRIBE THE PROCESS FUNCTION OF THE PIPE. ADDITIONAL DESCRIPTIONS ARE FROM THE STANDARD ABBREVIATIONS DRAWING.

MATERIAL DESIGNATIONS

AGGREGATE BASE (A.B.) AGGREGATE BASE WALK ASPHALTIC CONCRETE (A.C.) CHECKERED PLATE CONCRETE

CONCRETE MASONRY WALL EARTH EARTHWORK/GRADING NATIVE ROCK GRATING

PLASTIC, RUBBER OR NEOPRENE SAND STUCCO

UTILITY CONTACTS

CODE	NAME	ADDRESS	CONTACT NAME	PHONE NUMBER
CAMGAS	CAMPORA PROPANE SERVICES	CAMGAS PO BOX 478 ANGELS CAMP, CA 95222	DESIREE MACLEAN	(209)736-0449
COMCLV	COMCAST-CALAVERAS	6505 TAM O'SHANter DR. STOCKTON, CA 95210	KRIS COOK, REG. CONS. SPECIALIST	(925)453-6500, EXT. 3043190
JSWGAS	J.S. WEST PROPANE	PO BOX 37 ANGELS CAMP, CA 95222	KATLIN LINKER	(209)736-4799
PACBEL	PACIFIC BELL	---	SCOTT ELSASSER	(209)474-4397 se1672@att.com
PGEMDO	PGE DISTR MODESTO	---	---	(877)743-7782 DelineationMapReq uests@pge.com
WATER SEWER STORM DRAIN	CITY OF ANGELS	CITY OF ANGELS 200 B. MONTE VERDA STREET ANGELS CAMP, CA 95222	DAVE POROVICH	(209)736-2181

GO.20

FINAL BID SET

UNIT 0000

LIST OF DRAWINGS, SYMBOLS AND ABBREVIATIONS

PROJECT NUMBER & PHASE 50182984

USERNAME =>caguiar
DWG FILE => MWTI-R-G0.20.dwg

RELATIVE BORDER SCALE IS IN INCHES

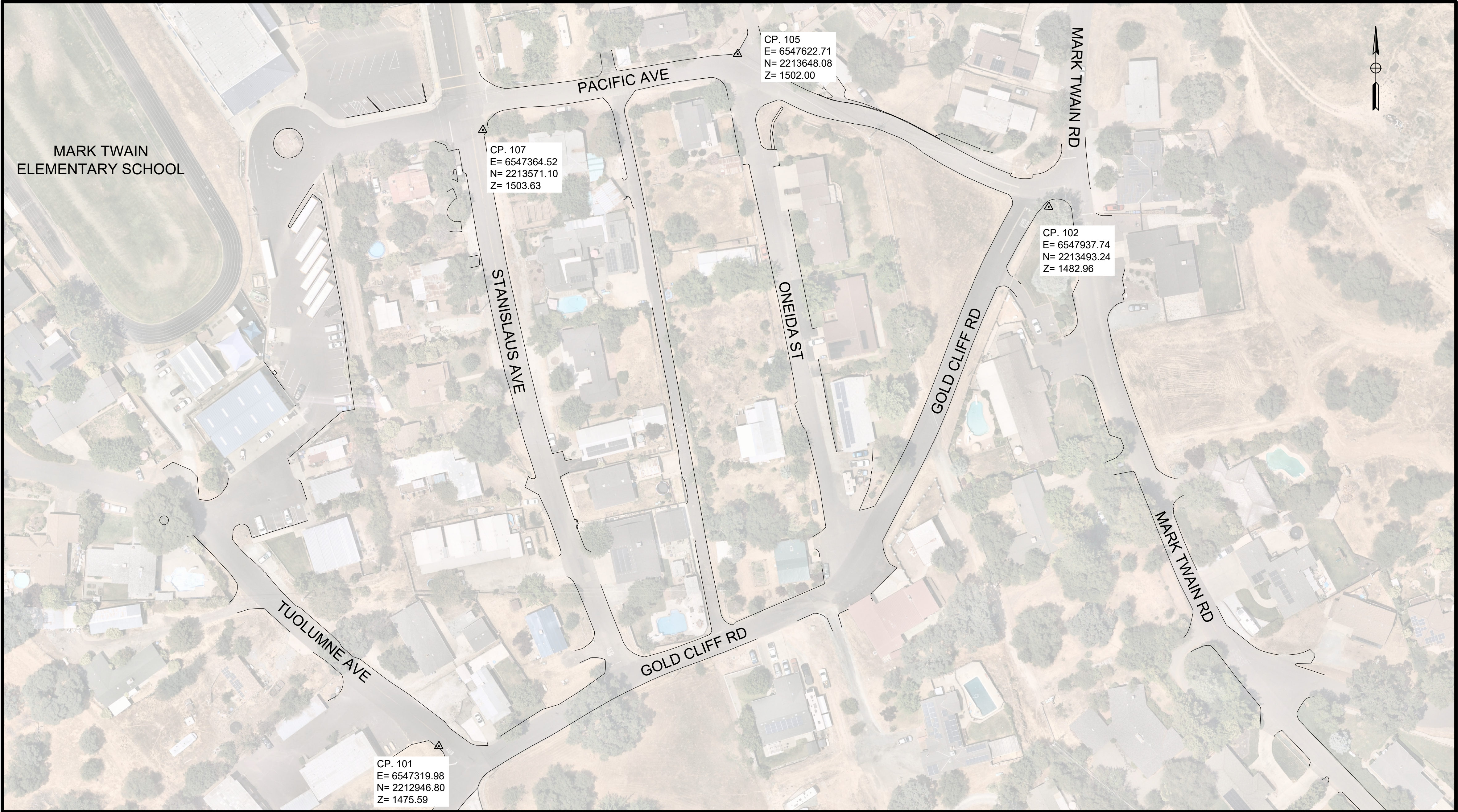
DATE PLOTTED => Feb 04, 2025 TIME PLOTTED => 3:51 pm

LAST REVISION 02-04-25

250

x			GENERAL CONSTRUCTION NOTES:		9. PRIOR TO BEGINNING WORK, CONTACT CAL–OSHA AT (559) 445–5302 FOR PERMIT REQUIREMENTS.	ASSOCIATED UTILITY COMPANY TO BE AFFECTED SHALL BE NOTIFIED IMMEDIATELY UPON ANY UTILITY SERVICE DISRUPTION OTHER THAN SPECIFIED PREVIOUSLY.	IN AS GOOD OR BETTER THAN EXISTING CONDITIONS.	GENERAL SITE PIPING NOTES:									
					10. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND THE DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE DESIGN ENGINEER.	18. EXISTING OVERHEAD ELECTRIC AND TELEPHONE TRANSMISSION LINES MAY BE LOCATED AT OR NEAR THE SITE. THESE OVERHEAD UTILITIES ARE NOT SHOWN ON THE DRAWINGS. EXTREME CAUTION SHALL BE USED WHEN WORKING IN THE VICINITY OF OVERHEAD UTILITIES SO AS TO PREVENT INJURY TO WORKMEN OR DAMAGE TO THE UTILITIES.	28. CONTRACTOR SHALL COORDINATE AND NOTIFY THE CITY ENGINEER WHEN WORK IS READY FOR INSPECTIONS. PRESENCE OR ABSENCE OF CITY ENGINEER WILL NOT RELIEVE CONTRACTOR OF FULL RESPONSIBILITY FOR PROPER PERFORMANCE OR WORK.	1. EXISTING UTILITIES ARE SHOWN BASED ON A REVIEW OF HISTORICAL CONSTRUCTION DRAWINGS. CONTRACTOR SHALL POTHOLE TO VERIFY IN FIELD HORIZONTAL AND VERTICAL LOCATION OF UTILITIES WHEN NECESSARY TO RELY ON LOCATION FOR CONSTRUCTION. POTHOLING FOR CROSSINGS SHALL OCCUR A MINIMUM OF SIX WEEKS PRIOR TO UNDERGROUND CONSTRUCTION IN THE AREA BEING POTHOLED.									
x		C. AGUIAR	02/04/25	REVISED BY	DATE REVISED	11. EXCAVATIONS OF 5 FEET OR MORE IN DEPTH WILL REQUIRE AN EXCAVATION PERMIT FROM THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL SAFETY. FOR TRENCHES 5 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH SECTION 5–1.02A OF THE CALTRANS STANDARDS, CHAPTER 9 OF THE STATE OF CALIFORNIA LABOR CODE, AND APPLICABLE LOCAL CODES OR ORDINANCES.	19. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING WATER, SEWER AND/OR DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE PROPOSED IMPROVEMENTS ARE PLACED, FUNCTIONING, AND ACCEPTED BY THE CITY.	29. CONTRACTOR SHALL REMOVE AND LEGALLY DISPOSE OF ALL MATERIALS THAT ARE TO BE REMOVED FROM THE SITE INCLUDING SURPLUS EXCAVATION MATERIALS AND DEBRIS. CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE, NEAT, AND ORDERLY CONDITION. CONTRACTOR SHALL DELIVER MATERIALS OR EQUIPMENT TO BE SALVAGED AND RETURNED TO THE CITY AT THE LOCATION TO BE DETERMINED BY THE CITY.	2. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES AT ALL UTILITY CROSSINGS.								
		C. AGUIAR	K. TRAN			12. WHENEVER PAVEMENT IS BROKEN OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE SPECIFICATIONS, THE CONTRACTOR SHALL REPLACE THE PAVEMENT, AFTER PROPER BACKFILLING, WITH PAVEMENT MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL PAVING. THE FINISHED PAVEMENT SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.	20. EXACT LIMITS OF PAVEMENT REMOVAL AND RECONSTRUCTION SHALL BE BE DETERMINED IN THE FIELD BY THE CITY ENGINEER.	30. SOME EXISTING ABANDONED UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES. WHERE SHOWN, ABANDONED UTILITIES ARE BASED ON FIELD OBSERVATIONS AND RECORD DOCUMENTS, AND MAY NOT BE ACCURATE. NO ATTEMPT WAS MADE TO IDENTIFY OR SHOW ALL ABANDONED UTILITIES. CONTRACTOR SHALL VERIFY ABANDONMENT OF UTILITIES NOT SHOWN ON THE PLANS PRIOR TO DISTURBANCE.	3. PIPELINE STATION SHOWN IS APPROXIMATE.								
x		CALCULATED–DESIGNED BY	CHECKED BY			13. THE CONTRACTOR’S ATTENTION IS DIRECTED TO: SECTION 1540 (A) (1) OF THE CONSTRUCTION SAFETY ORDERS (TITLE 8 CALIFORNIA ADMINISTRATION CODE SECTION 1540), ISSUED BY THE OCCUPATIONAL SAFETY AND HEALTH STANDARDS BOARD PURSUANT TO THE CALIFORNIA OCCUPATIONS SAFETY AND HEALTH ACT OF 1973, AS AMENDED, WHICH STATES: (A) ”PRIOR TO OPENING AN EXCAVATION, THE CONTRACTOR SHALL DETERMINE WHETHER UNDERGROUND INSTALLATIONS; I.E., SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE ENCOUNTERED AND IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE LOCATION OF SUCH UNDERGROUND INSTALLATION, THE EXACT LOCATION SHALL BE DETERMINED BY CAREFUL PROBING OR HAND DIGGING; AND, WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION BY THE CONTRACTOR.	23. CALL PG&E 48 HOURS IN ADVANCE TO REQUEST ”STANDBY” WHEN WORKING NEAR (WITHIN 10’) OR CROSSING HIGH PRESSURE FEEDER GAS MAINS AS DESIGNATED ON THE PLANS OR IN THE FIELD. CONTACT PG&E BY CALLING (877)743–7782.	31. THE EXISTING SEWERS ARE KNOWN TO HAVE HIGH CONCENTRATIONS OF TOXIC AND/OR EXPLOSIVE GASES. WASTEWATER MAY CONTAIN INFECTIOUS AND/OR CONTAGIOUS DISEASES AND THE CONTRACTOR SHALL OBSERVE ALL NECESSARY PRECAUTIONS.	4. THE CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS AND SURVEY REFERENCE POINTS, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT.								
		CONSULTANT PROJECT MANAGER		D. RICHARD		14. DUST SHALL BE CONTROLLED PER SECTION 10 OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS AND PROJECT TECHNICAL SPECIFICATIONS.	24. ALL CURB, GUTTER AND SIDEWALK SHOWN TO BE REMOVED SHALL BE REMOVED TO THE NEAREST EXPANSION JOINT OR SCORE MARK. DAMAGE TO EXISTING CURB, GUTTER, AND SIDEWALK WHICH IS SHOWN ON THE PLANS TO REMAIN, SHALL BE REPAIRED AT THE CONTRACTOR’S EXPENSE.	32. MANHOLE ENTRY AND/OR ENTRY TO ANY EXCAVATION GREATER THAN FOUR (4) FEET DEEP SHALL BE IN FULL COMPLIANCE WITH THE CONFINED SPACE ENTRY REQUIREMENTS OF CALIFORNIA AND FEDERAL OSHA.	5. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, BARRICADES, SIGNS, FLAGMEN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY. TRAFFIC CONTROL SHALL BE PROVIDED BY THE CONTRACTOR IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.								
x	CITY OF ANGELS – DEPARTMENT OF PUBLIC WORKS					15. ALL DRAINAGE PATTERNS SHALL BE MAINTAINED AT ALL TIMES DURING AND AFTER CONSTRUCTION.	25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING RECORD DRAWINGS FOR ALL UNDERGROUND WORK THROUGHOUT THE COURSE OF CONSTRUCTION. SUCH DRAWINGS SHALL RECORD THE LOCATION AND GRADE (CITY DATUM) OF ALL UNDERGROUND IMPROVEMENTS AND SHALL BE DELIVERED TO THE CITY PRIOR TO CONSIDERATION OF THE ACCEPTANCE OF WORK.	33. CONTRACTOR SHALL COMPLY WITH ALL STATE AND CITY LAWS AND ORDINANCES RELATING TO SAFETY AND CHARACTER OF WORK, EQUIPMENT AND LABOR PERSONNEL. THIS SHALL INCLUDE, BUT NOT LIMITED TO SHORING OF TRENCHES, VENTILATION OF CONFINED SPACES, CONFORMANCE TO TRAFFIC CONTROL REQUIREMENTS, INCLUDING PROVISIONS AND MAINTENANCE OF BARRICADES, TRENCH COVERS, AND PREPARATION AND IMPLEMENTATION OF TRAFFIC CONTROL PLANS AS REQUIRED.	6. THE CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES AND VERIFY LOCATIONS OF ALL EXISTING UTILITIES. IT SHALL BE THE CONTRACTOR’S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS DURING THE PERFORMANCE OF THIS CONTRACT WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PRESERVATION OF ALL SUCH FACILITIES IN THE AREA OF CONSTRUCTION AND SHALL NOTIFY UTILITY COMPANIES A MINIMUM OF FORTY–EIGHT HOURS IN ADVANCE OF ANY CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF THE REMOVAL OR RELOCATION OF ALL EXISTING UTILITIES WITH RESPECTIVE UTILITY COMPANIES WITHOUT ADDITIONAL COST TO THE CITY. ALL REPAIR OR RELOCATION OF WATER, SEWER, OR STORM DRAIN FACILITIES SHALL BE ACCOMPLISHED PER CITY STANDARDS AND SPECIFICATIONS.								
	MARK TWAIN WATER SYSTEM IMPROVEMENTS PROJECT					16. THE CITY SHALL BE NOTIFIED AT LEAST 24 HOURS IN ADVANCE OF ANY WORK BEING PERFORMED.	26. FEATURES SHOWN ON THE AERIAL PHOTOS AND SITE PHOTOGRAPHS ARE FOR INFORMATION ONLY AND MAY HAVE CHANGED SINCE PHOTOS WERE TAKEN. THE PHOTOS ARE NOT RECTIFIED AND MAY HAVE VARYING LEVELS OF DISTORTION. PHOTO SCALE IS APPROXIMATE.	34. A 48–HOUR NOTICE SHALL BE PROVIDED TO THE CITY AND AFFECTED RESIDENTS IF ANY DRIVEWAY WILL BE BLOCKED DURING THE CONSTRUCTION HOURS; NO DRIVEWAY SHALL REMAIN BLOCKED OR OTHERWISE INACCESSIBLE OUTSIDE OF CONSTRUCTION HOURS.	7. PRIOR TO COMMENCING WORK, IT SHALL BE THE CONTRACTOR’S RESPONSIBILITY TO FIELD LOCATE ALL AFFECTED UNDERGROUND UTILITIES MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY THE MEMBERS OF THE UNDERGROUND SERVICE ALERT (U.S.A.) 48 HOURS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING THE TOLL–FREE NUMBER (800) 227–2600.								
x						17. A FOURTEEN (14) DAY NOTICE SHALL BE GIVEN FOR ANY PLANNED DISRUPTION AND THE CITY OR	27. ALL STRUCTURES, PLANTINGS, OR OTHER FIXTURES NOT SPECIFICALLY NOTED TO BE REMOVED SHALL BE PROTECTED IN PLACE. IF DAMAGED AS PART OF WORK, ALL DAMAGED UTILITIES SHALL BE REPLACED	35. CONTRACTOR SHALL MAINTAIN CONTINUOUS ACCESS FOR EMERGENCY VEHICLES THROUGH THE CONSTRUCTION AREA AT ALL TIME.	8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. THE COST OF REPLACING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE CONTRACT BID PRICES.								
	USERNAME ==>caguiar DWG FILE ==> MWTI–R–GO.30.dwg				RELATIVE BORDER SCALE IS IN INCHES				0123								
							0123		UNIT 0000		PROJECT NUMBER & PHASE		50182984		251		
										FINAL BID SET		GENERAL CONSTRUCTION AND SITE PIPING NOTES					
												GO.30					
												DATE PLOTTED ==> Feb 04, 2025 TIME PLOTTED ==> 3:51 pm					

CITY OF ANGELS — DEPARTMENT OF PUBLIC WORKS	CONSULTANT PROJECT MANAGER					
MARK TWAIN WATER SYSTEM IMPROVEMENTS PROJECT	D. RICHARD	CHECKED BY	C. AGUIAR	REVISOR	DATE	02/04/25



SURVEY CONTROL POINTS

SCALE: 1" = 60'

UTILITY NOTE:
UNICO ENGINEERING HAS FIELD LOCATED ALL VISIBLE UTILITIES AND APPURTENANT STRUCTURES SHOWN HEREON. THE LOCATIONS OF ANY UNDERGROUND UTILITIES SHOWN HEREON WERE BASED UPON FIELD EVIDENCE. ACTUAL DEPTHS AND ALIGNMENTS SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.

DATUM NOTE:
HORIZONTAL DATUM: NAD 83 CALIFORNIA ZONE 3
EPOCH DATE: 2010.00

VERTICAL DATUM: LOCAL DATUM (TO ACHIEVE NAVD 88 ELEVATIONS, USE A CONVERSION OF +94.66 FEET TO ANY ELEVATION PROVIDED HEREON)

SURVEY CONTROL POINTS:

PT. NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
101	2212946.80	6547319.98	1475.59	CP MAG WASHER
102	2213493.24	6547937.74	1482.96	CP 60D
105	2213648.08	6547622.71	1502.00	CP MAG
107	2213571.10	6547364.52	1503.63	CP MAG

USERNAME ==>caguiar
DWG FILE ==> MWTI-R-GO.40.dwg

RELATIVE BORDER SCALE
IS IN INCHES




FINAL BID SET


SURVEY CONTROL POINTS

UNIT 0000

PROJECT NUMBER & PHASE

50182984





SHEET No.

4

Section 6, Item F.

19

PROFESSIONAL LAND SURVEYOR

ADAM R. BISHOP

No. 9585

STATE OF CALIFORNIA

CITY OF ANGELS
DEPARTMENT OF PUBLIC WORKS
2990 CENTENNIAL ROAD
ANGELS CAMP, CA 95222

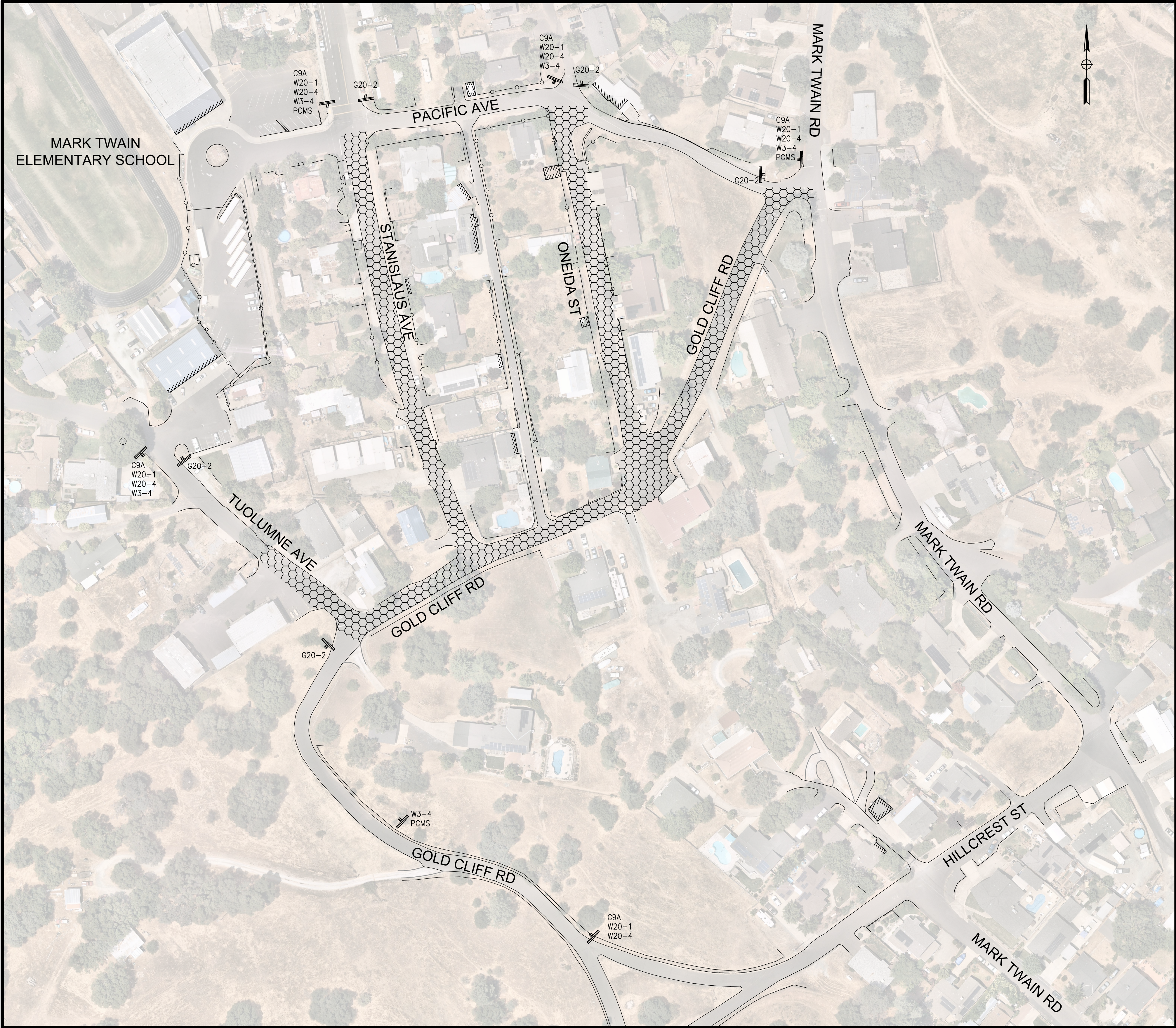
DEWBERRY
903 W CENTER STREET
MANTECA, CA 95337

GO.40

DATE PLOTTED ==> Feb 04, 2025

252

CITY OF ANGELS — DEPARTMENT OF PUBLIC WORKS	CONSULTANT PROJECT MANAGER		CALCULATED— DESIGNED BY	C. AGUIAR	REVISD BY	C. AGUIAR	DATE REVISED	02/04/25
	D. RICHARD							
	MARK TWAIN WATER SYSTEM IMPROVEMENTS PROJECT							
CHECKED BY		K. TRAN						



TRAFFIC CONTROL PLAN

SCALE: 1" = 60'

USERNAME ==>caguiar
DWG FILE ==> MWTI-R-G0.50.dwg

RELATIVE BORDER SCALE
IS IN INCHES



FINAL BID SET

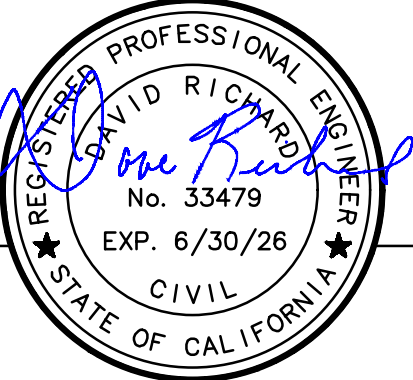
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TRAFFIC CONTROL PLAN

PROJECT NUMBER & PHASE

50182984

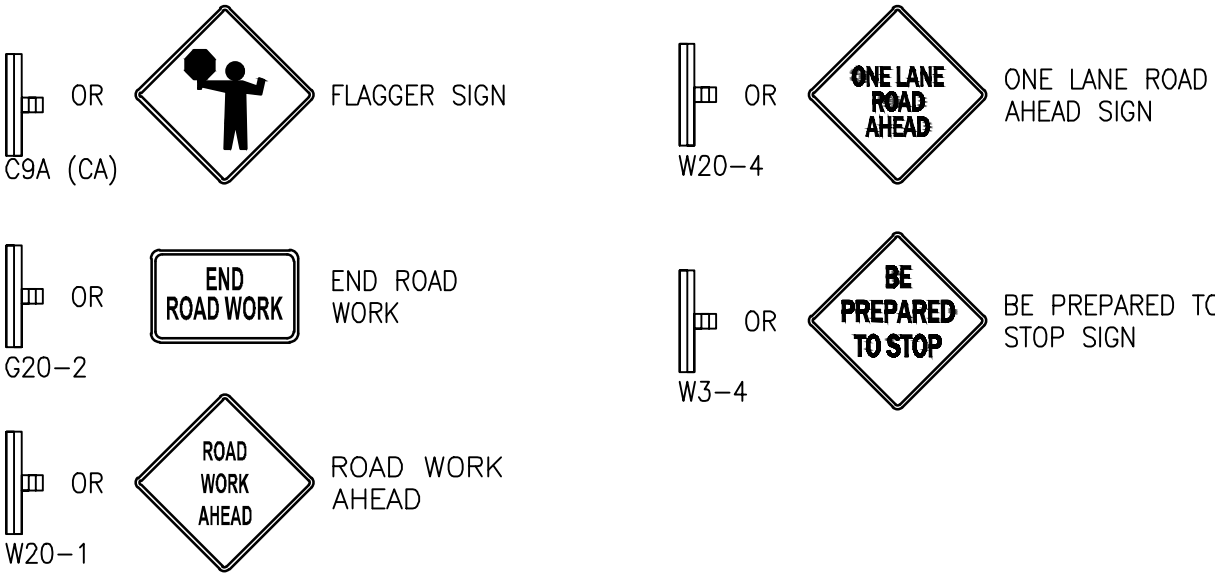
 **Dewberry**



CITY OF ANGELS
DEPARTMENT OF PUBLIC WORKS
2990 CENTENNIAL ROAD
ANGELS CAMP, CA 95222

DEWBERRY
903 W CENTER STREET
MANTECA, CA 95337

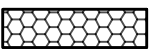
SIGNAGE KEY



GENERAL NOTES

1. ALL CONSTRUCTION AREA SIGNS AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH 2014 CALIFORNIA MUTCD AND THE 2018 CALSTRAN STANDARD PLANS.
2. ALL WARNING SIGNS ARE 48" x 48" DIMENSION AND SHALL HAVE A BLACK LEGEND AND BORDER ON AN ORANGE BACKGROUND.
3. SIGNS MAY NOT BE SUBSTITUTED WITHOUT APPROVAL OF THE CITY ENGINEER.
4. SIGNS AND DEVICES MUST BE VISIBLE AT 1000'.
5. PORTABLE MESSAGE SIGNS – IN ADDITION TO THE REQUIREMENTS IN THE SPECIAL PROVISIONS, WHENEVER WORK IS PERFORMED THAT REQUIRES ANY LANE CLOSURE, PORTABLE SIGNS SHALL BE PROVIDED. FOR PORTABLE CHANGEABLE MESSAGE SIGN, USE ABBREVIATIONS LISTED IN CALIFORNIA MUTCD, PAGE 96–98, CONTRACTOR SHALL COORDINATE WITH CITY ON MESSAGE AND DURATION OF PCMS.
6. BARRICADES MUST BE REMOVED AT THE END OF EACH DAY.
7. PROPOSED DURATION OF WORK (60 DAYS), WORK HOURS SHALL BE LIMITED FROM 8:30 AM TO 3:30 PM AND MAY BE MODIFIED BY THE CITY INSPECTOR. CONTRACTOR SHALL NOT RESTRICT TRAFFIC ON STANISLAUS AVENUE, PACIFIC AVENUE, AND MARK TWAIN ROAD DURING SCHEDULED DROP-OFF (XX-XX) AND PICK-UP PERIODS (XX-XX) WHEN SCHOOL IS IN SESSION.

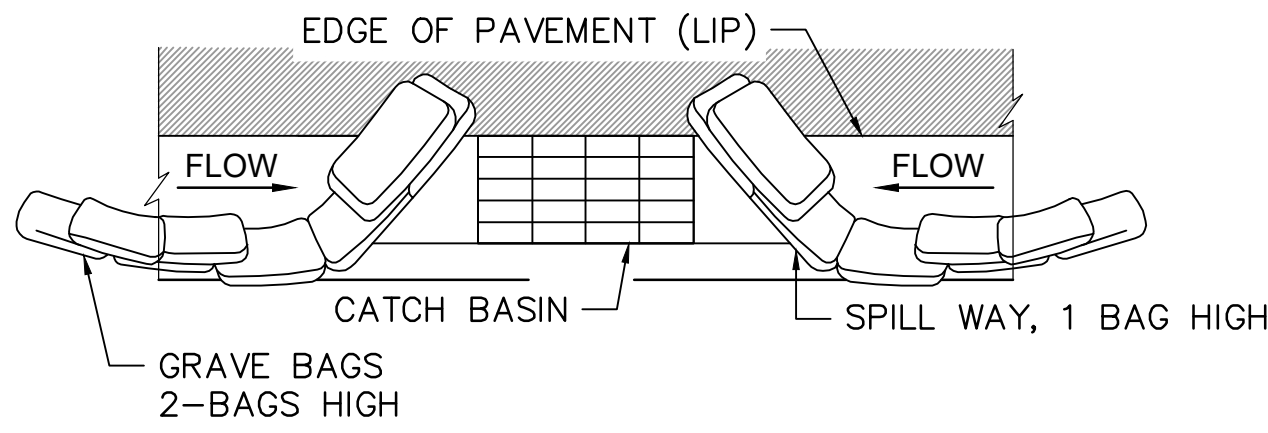
TRAFFIC CONTROL LEGEND:

 LANE CLOSURE ALLOWED DURING WORK HOURS. CONTRACTOR TO MAINTAIN ONE LANE OF 2-WAY TRAFFIC DURING WORK HOURS WITH FLAGGERS. OPEN TRENCH TO BE PLATED AT NIGHT OR BACKFILLED TO ALLOW FOR RESTORATION OF 2-WAY TRAFFIC DURING NON-WORKING HOURS.

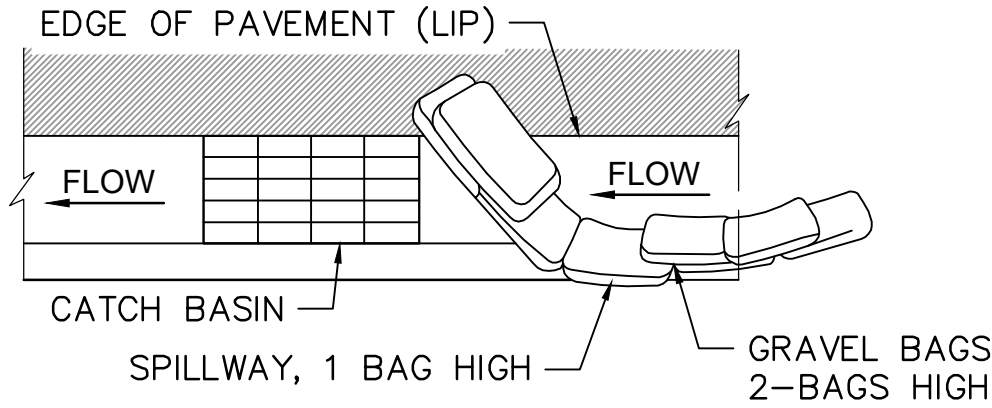
GO.50

DATE PLOTTED ==> Feb 04, 2025

CITY OF ANGELS – DEPARTMENT OF PUBLIC WORKS	CONSULTANT PROJECT MANAGER	CALCULATED-- DESIGNED BY	C. AGUIAR	REVISD BY	C. AGUIAR	DATE	02/04/25
MARK TWAIN WATER SYSTEM IMPROVEMENTS PROJECT	D. RICHARD	CHECKED BY	K. TRAN				



**TYPICAL PROTECTION
FOR INLET ON SUMP**
SCALE: N.T.S



**TYPICAL PROTECTION
FOR INLET ON GRADE**
SCALE: N.T.S

NOTE:

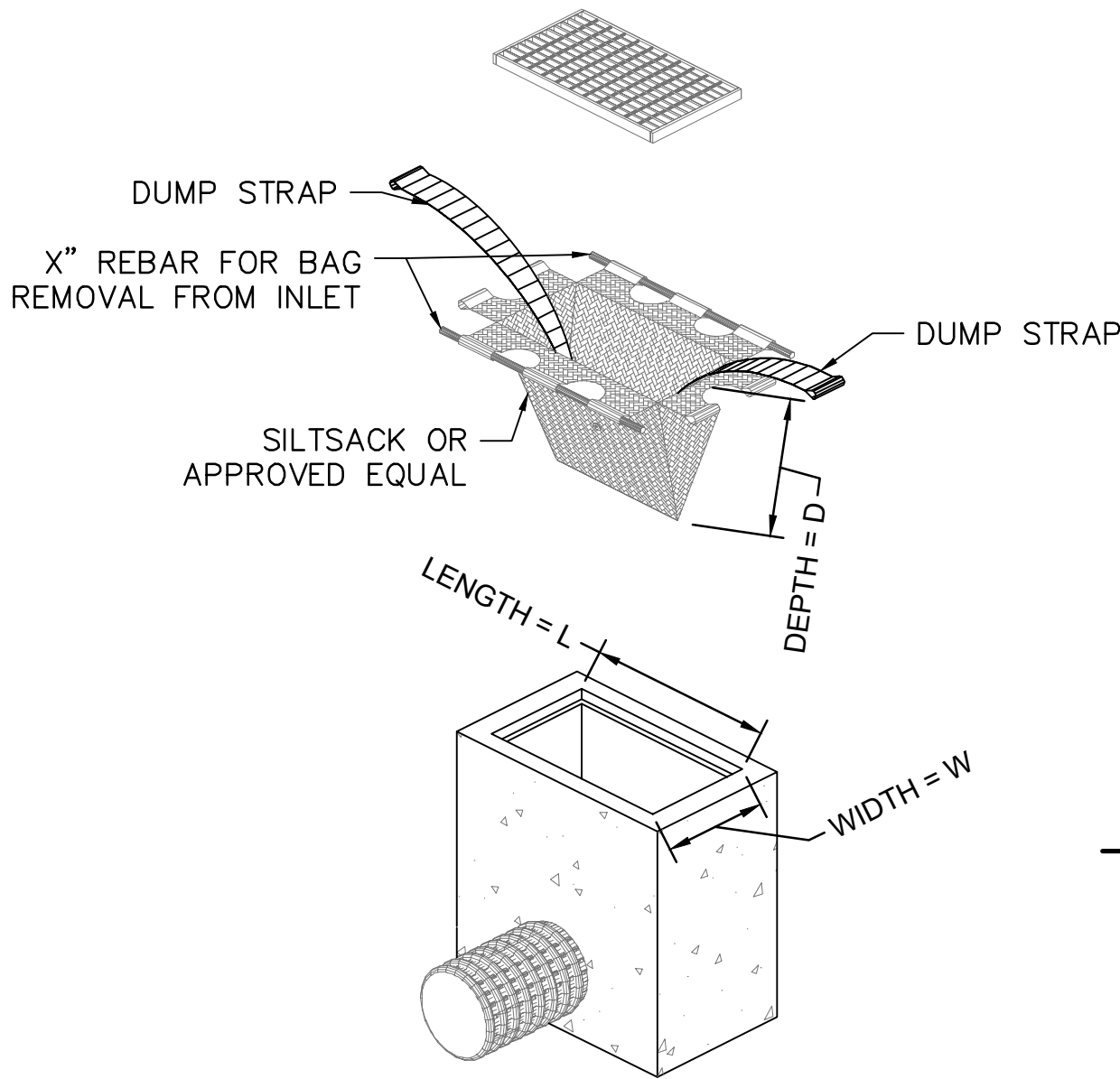
1. INTENDED FOR SHORT-TERM USE.
2. USE TO INHIBIT NON-STORM WATER FLOW.
3. ALLOW FOR PROPER MAINTENANCE AND CLEAN UP.
4. BAGS MUST BE REMOVED AFTER ADJACENT OPERATION IS COMPLETED.
5. NOT APPLICABLE IN AREAS WITH HIGH SILTS AND CLAYS WITHOUT FILTER FABRIC.

DI PROTECTION TYPE 3 – GRAVEL BAG:

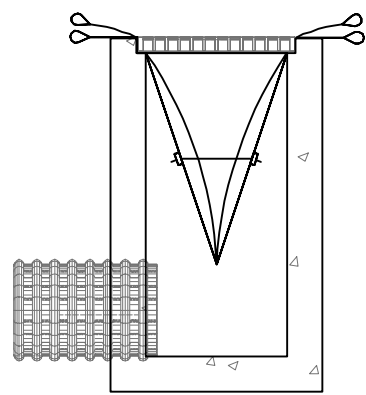
THE GRAVEL BAG BARRIER (TYPE 3) IS SHOWN IN THE FIGURES. FLOW FROM A SEVERE STORM SHOULD NOT OVERTOP THE CURB. IN AREAS OF HIGH CLAY AND SILTS, USE FILTER FABRIC AND GRAVEL AS ADDITIONAL FILTER MEDIA. GRAVEL BAGS SHOULD BE USED DUE TO THEIR HIGH PERMEABILITY.

1. USE SAND BAG MADE OF GEOTEXTILE FABRIC (NOT BURLAP) AND FILL WITH 0.75 IN. ROCK OR 0.25 IN. PEA GRAVEL.
2. CONSTRUCT ON GENTLY SLOPING STREET.
3. LEAVE ROOM UPSTREAM OF BARRIER FOR WATER TO POND AND SEDIMENT TO SETTLE.
4. PLACE SEVERAL LAYERS OF SAND BAGS – OVERLAPPING THE BAGS AND PACKING THEM TIGHTLY TOGETHER.
5. LEAVE GAP OF ONE BAG ON THE TOP ROW TO SERVE AS A SPILLWAY. FLOW FROM A SEVERE STORM (E.G., 10 YEAR STORM) SHOULD NOT OVERTOP THE CURB.
6. THIS DETAIL IS TO BE USED ON EXISTING STREETS WHERE SILTED FLOW IS TO BE INTERCEPTED (CAUGHT) PRIOR TO ENTERING THE STORM DRAIN SYSTEM. SANDBAGS CAN ALSO BE USED WHEN THE ROUGH GRADED STREETS HAVE POURED IN-PLACE CONCRETE SURROUNDING THE INLET TO CREATE A "FLOW LINE" WHERE A DAM CAN BE ACHIEVED TO PROTECT THE STORM SYSTEM FROM THE INFLOW OF SEDIMENT.

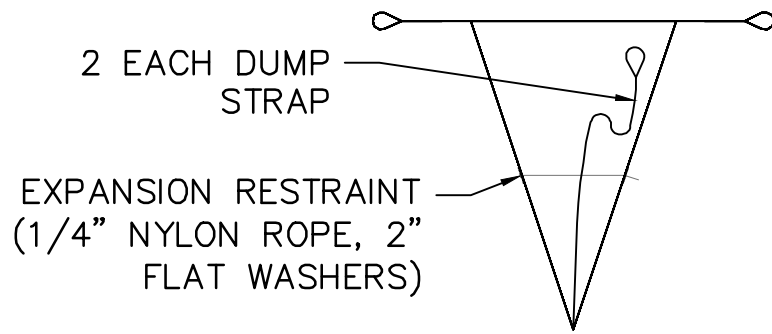
DI PROTECTION – TYPE 3
SCALE: N.T.S



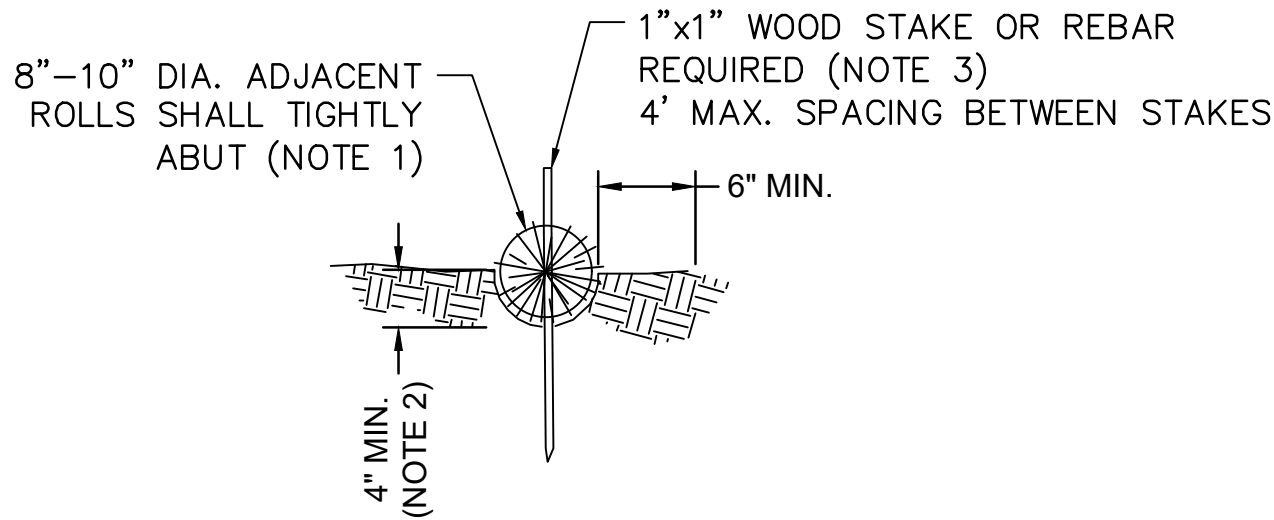
TYPICAL SILTSACK CONSTRUCTION
SCALE: N.T.S



INSTALLATION DETAIL



BAG DETAIL



NOTE:

1. WATTLES SHALL BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING ALONG EXISTING FENCE.
2. EACH WATTLE SHALL BE EMBEDDED IN THE SOIL A MINIMUM OF 4 INCHES. AFTER CONSTRUCTION, CONTRACTOR TO REMOVE WATTLES AND FILL CAVITY.
3. WATTLES SHALL BE SECURELY ANCHORED IN-PLACE BY TWO STAKES OR REBARS DRIVEN THROUGH THE WATTLES. THE FIRST STAKE IN EACH WATTLE SHALL BE DRIVE TOWARD THE PREVIOUSLY LAND WATTLE TO FORCE THE WATTLES TOGETHER.
4. THE DIKE SHALL BE INSPECTED AFTER EACH STORM, AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED. THE WATTLES SHALL BE REMOVED ONCE THEY HAVE SERVED THEIR PURPOSE SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.

STRAW WATTLE DETAIL
SCALE: N.T.S

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DEPARTMENT OF PUBLIC WORKS
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DEWBERRY
903 W CENTER STREET
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SHEET No.	6	Section 6, Item F.	19
DATE PLOTTED => Feb 04, 2025 TIME PLOTTED => 3:52 pm			
LAST REVISION			
02-04-25			

FINAL BID SET

EROSION CONTROL DETAILS NO. 1

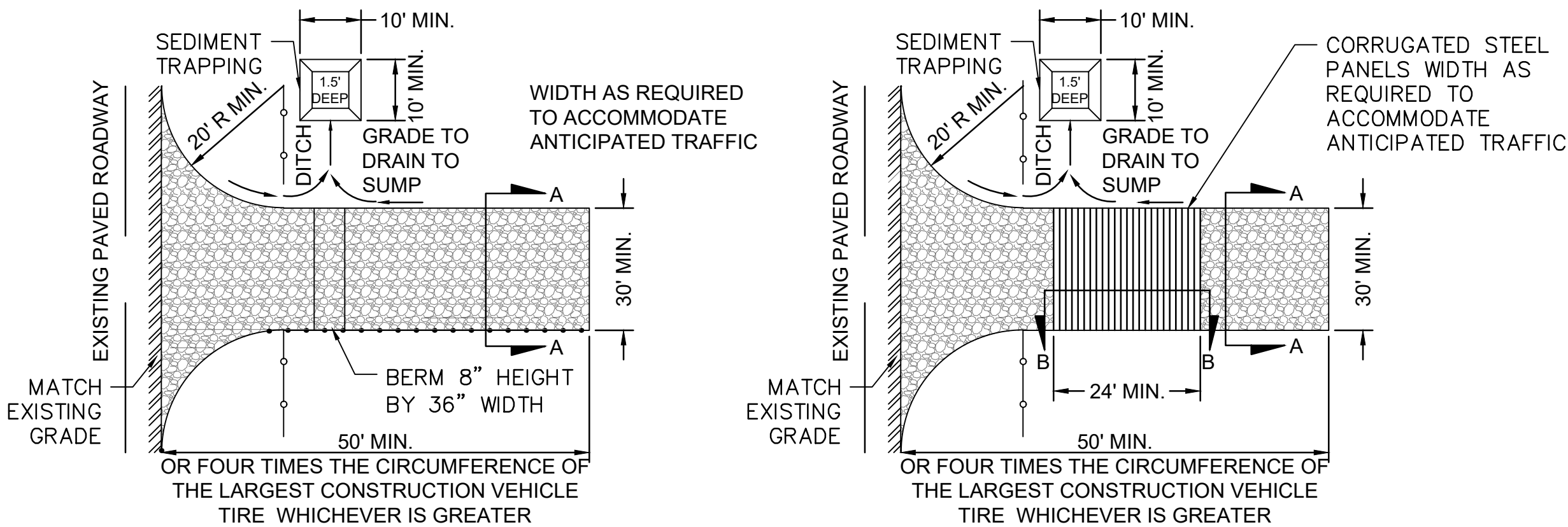
UNIT 0000

PROJECT NUMBER & PHASE

50182984

GO.60

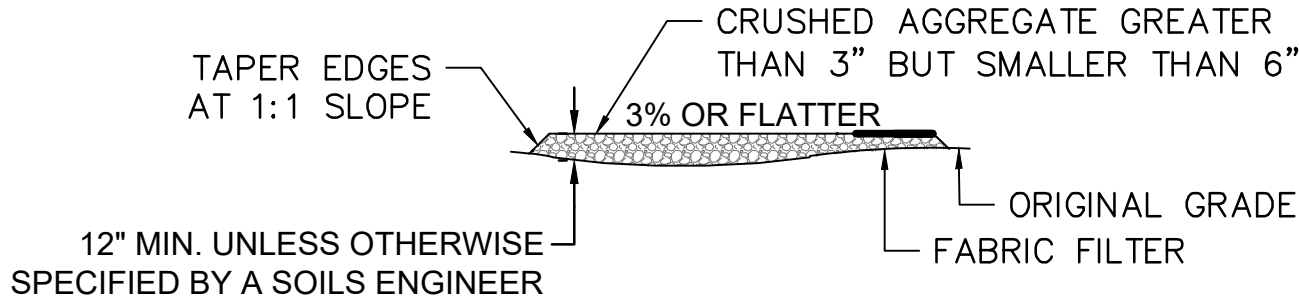
CITY OF ANGELS – DEPARTMENT OF PUBLIC WORKS	MARK TWAIN WATER SYSTEM IMPROVEMENTS PROJECT	CONSULTANT PROJECT MANAGER D. RICHARD	CALCULATED– DESIGNED BY CHECKED BY	C. AGUIAR K. TRAN	REVISED BY DATE REVISED	C. AGUIAR 02/04/25	x



NOTE:

1. CONSTRUCT SEDIMENT BARRIER AND CHANNELIZE RUNOFF TO SEDIMENT TRAPPING DEVICE

PLAN OPTION 1



SECTION A–A

TEMPORARY STABILIZED CONSTRUCTIONS ENTRANCE:

DESIGN AND CONSTRUCTION SPECIFICATIONS:

1. THE TEMPORARY STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH THE PLANS AND SPECIFICATIONS OF THE LATEST EDITION OF THE CALIFORNIA STORMWATER HANDBOOK, DETAIL TC-1. WHERE THERE IS A DISCREPANCY BETWEEN THIS DETAIL AND THE CALIFORNIA STORMWATER HANDBOOK, THE HANDBOOK SHALL GOVERN.
2. CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION ENTRANCE AT EACH ENTRANCE TO THE PROJECT SITE AND SHALL BE CONSTRUCTED ON LEVEL GROUND.
3. THE MATERIAL FOR CONSTRUCTION OF THE PAD SHALL BE 3 TO 6 INCH DIA. STONE.
4. THE THICKNESS FOR THE PAD SHALL NOT BE LESS THAN 12 INCHES OR AS RECOMMENDED BY SOILS ENGINEER.
5. THE WIDTH OF THE PAD SHALL NOT BE LESS THAN 30' OR THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS, WHICHEVER IS GREATER.
6. THE LENGTH OF THE PAD SHALL BE AS REQUIRED, BUT NOT LESS THAN 50 FEET.
7. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEAN OUT ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAY SHALL BE REMOVED IMMEDIATELY.
8. WHEN NECESSARY, WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP, SEDIMENT BASIN, OR SEDIMENT SWALE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH, OR WATERCOURSE THROUGH USE OF GRAVEL BAGS, GRAVEL, BOARDS, OR OTHER APPROVED METHODS.
9. CONTRACTOR TO REMOVE AND DISPOSE OF STABILIZED CONSTRUCTION ENTRANCE UPON COMPLETION OF CONSTRUCTION.
10. CONSTRUCTION AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE 2003 CALIFORNIA STORMWATER BMP HANDBOOK.

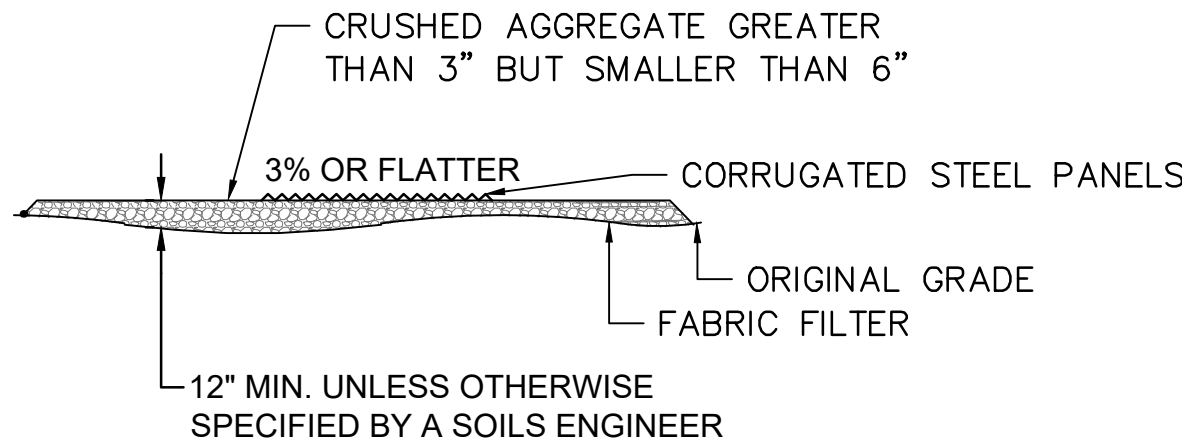
TEMPORARY STABILIZED CONSTRUCTION ENTRANCE

SCALE: N.T.S

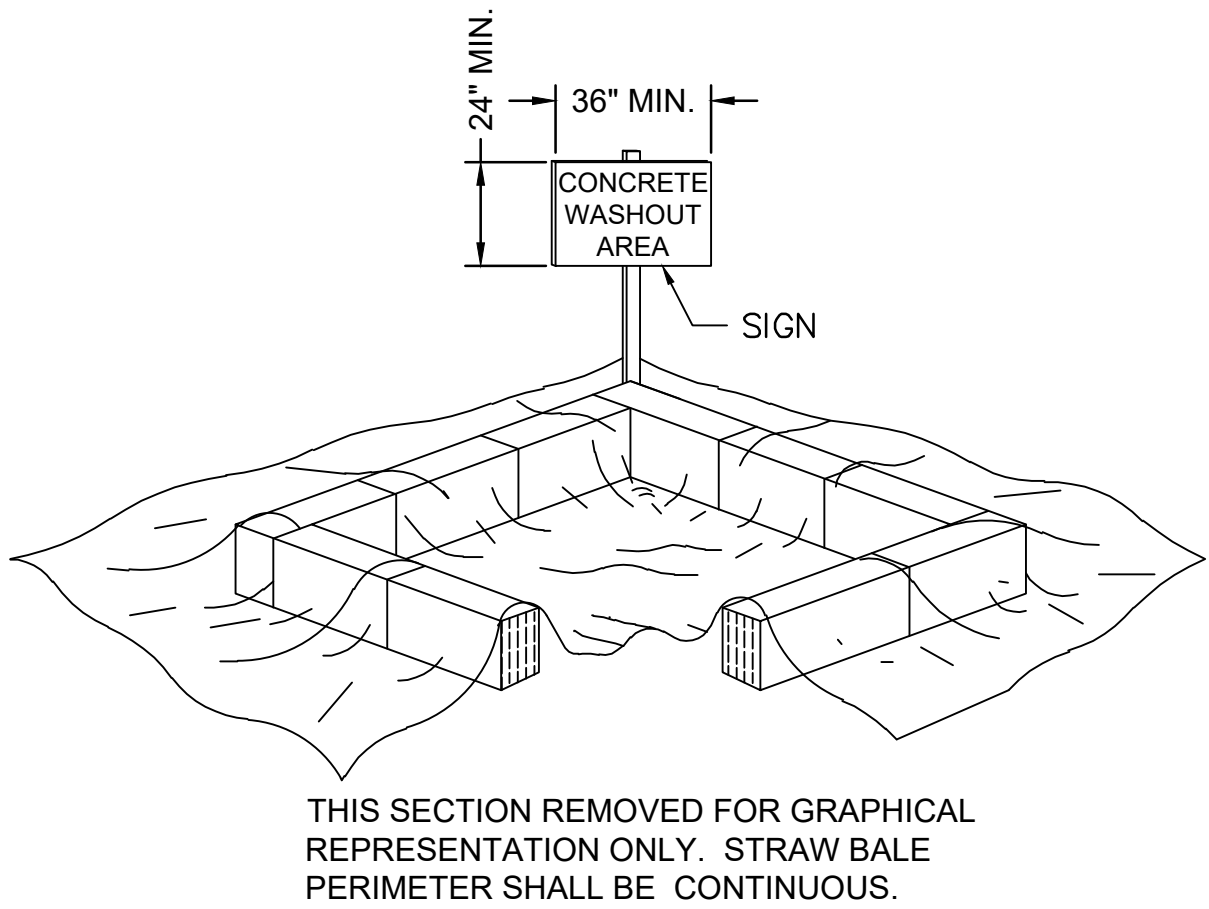
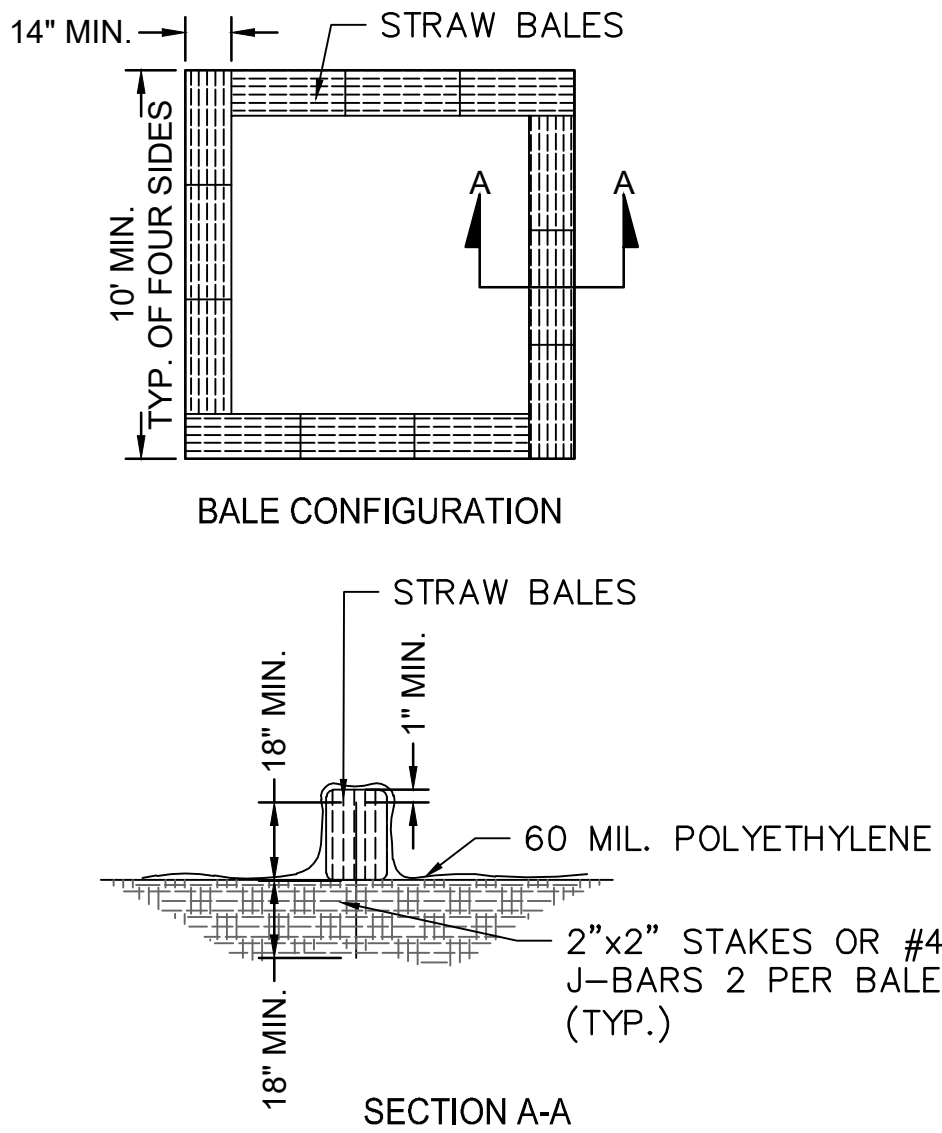
NOTE:

1. CONSTRUCT SEDIMENT BARRIER AND CHANNELIZE RUNOFF TO SEDIMENT TRAPPING DEVICE

PLAN OPTION 2



SECTION B–B



THIS SECTION REMOVED FOR GRAPHICAL REPRESENTATION ONLY. STRAW BALE PERIMETER SHALL BE CONTINUOUS.

NOTE:

1. FACE SIGN TOWARD NEAREST STREET OR ACCESS POINT
2. CONCRETE WASHOUT SHALL BE LOCATED BEHIND THE CURB AND 50 FEET MINIMUM FROM DRAINAGE INLETS OR WATERCOURSES.
3. CONTRACTOR SHALL CONDUCT ALL CONCRETE WASHOUT ONSITE AS DIRECTED BY CITY.

CONCRETE WASHOUT DETAIL

SCALE: N.T.S

FINAL BID SET

EROSION CONTROL DETAILS NO. 2

USERNAME ==>caguiar
DWG FILE ==> MWTI-R-G0.60-G0.61.dwg

RELATIVE BORDER SCALE
IS IN INCHES



UNIT 0000

PROJECT NUMBER & PHASE

50182984

GO.61

DATE PLOTTED ==> Feb 04, 2025
TIME PLOTTED ==> 3:52 pm

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DEPARTMENT OF PUBLIC WORKS
2990 CENTENNIAL ROAD
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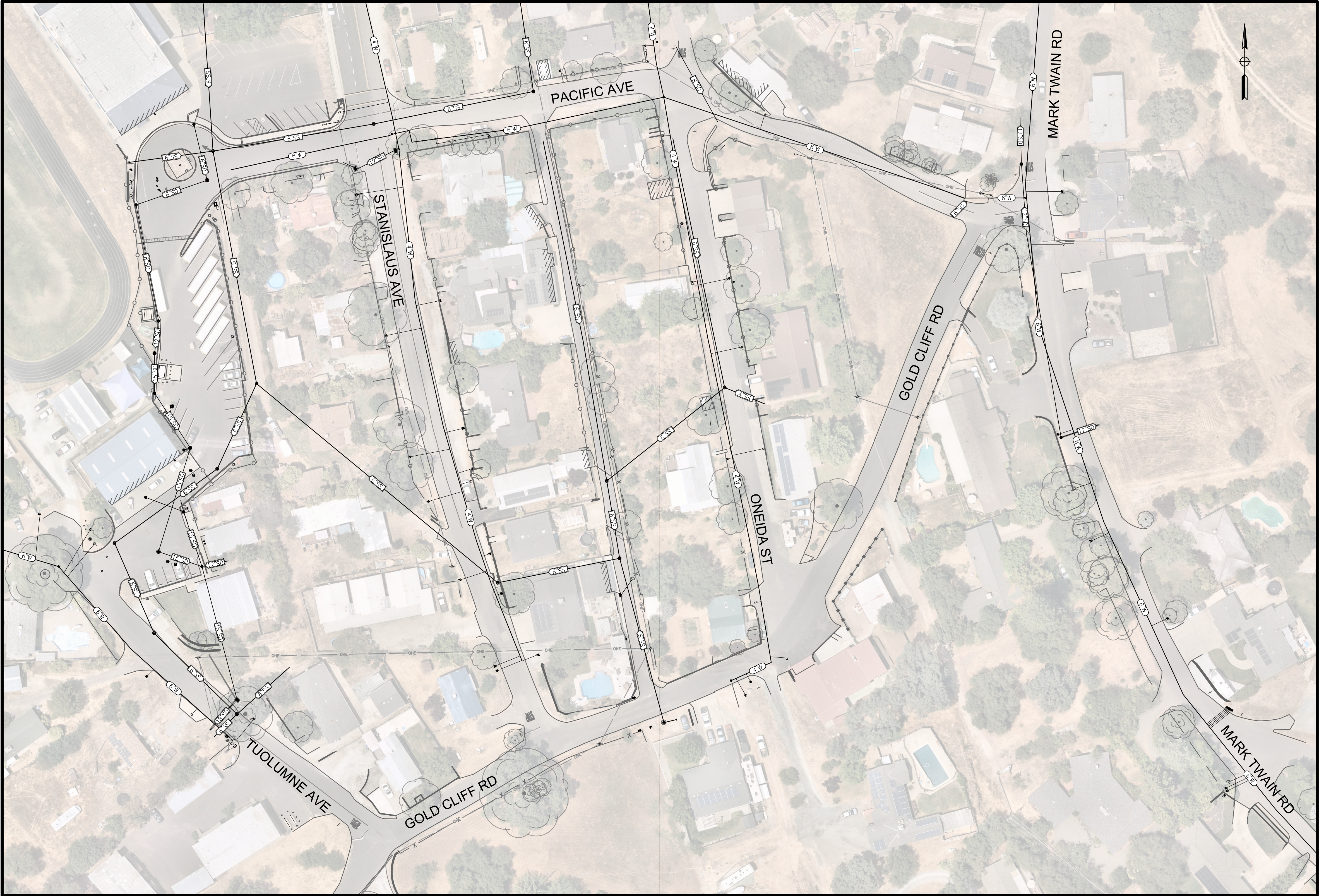
DEWBERRY
903 W CENTER STREET
MANTECA, CA 95337

SHEET No. 7

Section 6, Item F.


19

CITY OF ANGELS — DEPARTMENT OF PUBLIC WORKS	CONSULTANT PROJECT MANAGER		CALCULATED— DESIGNED BY	C. AGUIAR	REVISED BY	C. AGUIAR	
	D. RICHARD						
MARK TWAIN WATER SYSTEM IMPROVEMENTS PROJECT			CHECKED BY	K. TRAN	DATE REVISED	02/04/25	




EXISTING OVERALL PIPING PLAN

SCALE: 1" = 50'



SHEET No. 8

Section 6, Item F. 19



CITY OF ANGELS
DEPARTMENT OF PUBLIC WORKS
2990 CENTENNIAL ROAD
ANGELS CAMP, CA 95222

DEWBERRY
903 W CENTER STREET
MANTECA, CA 95337

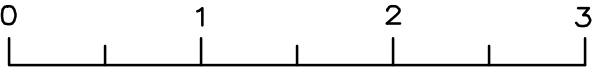
- LEGEND
- 4" W EXISTING 4" POTABLE WATER MAIN
 - 6" W EXISTING 6" POTABLE WATER MAIN
 - 4" SS EXISTING 4" SANITARY SEWER
 - 6" SS EXISTING 6" SANITARY SEWER
 - 16" SD EXISTING 6" STORM DRAIN
 - 18" SD EXISTING 8" STORM DRAIN
 - 12" SD EXISTING 12" STORM DRAIN
 - 15" SD EXISTING 15" STORM DRAIN
 - 18" SD EXISTING 18" STORM DRAIN

FINAL BID SET

EXISTING OVERALL PIPING PLAN

USERNAME ==>caguiar
DWG FILE ==> MWTI-R-CO.01-C1.00.dwg

RELATIVE BORDER SCALE
IS IN INCHES



UNIT 0000

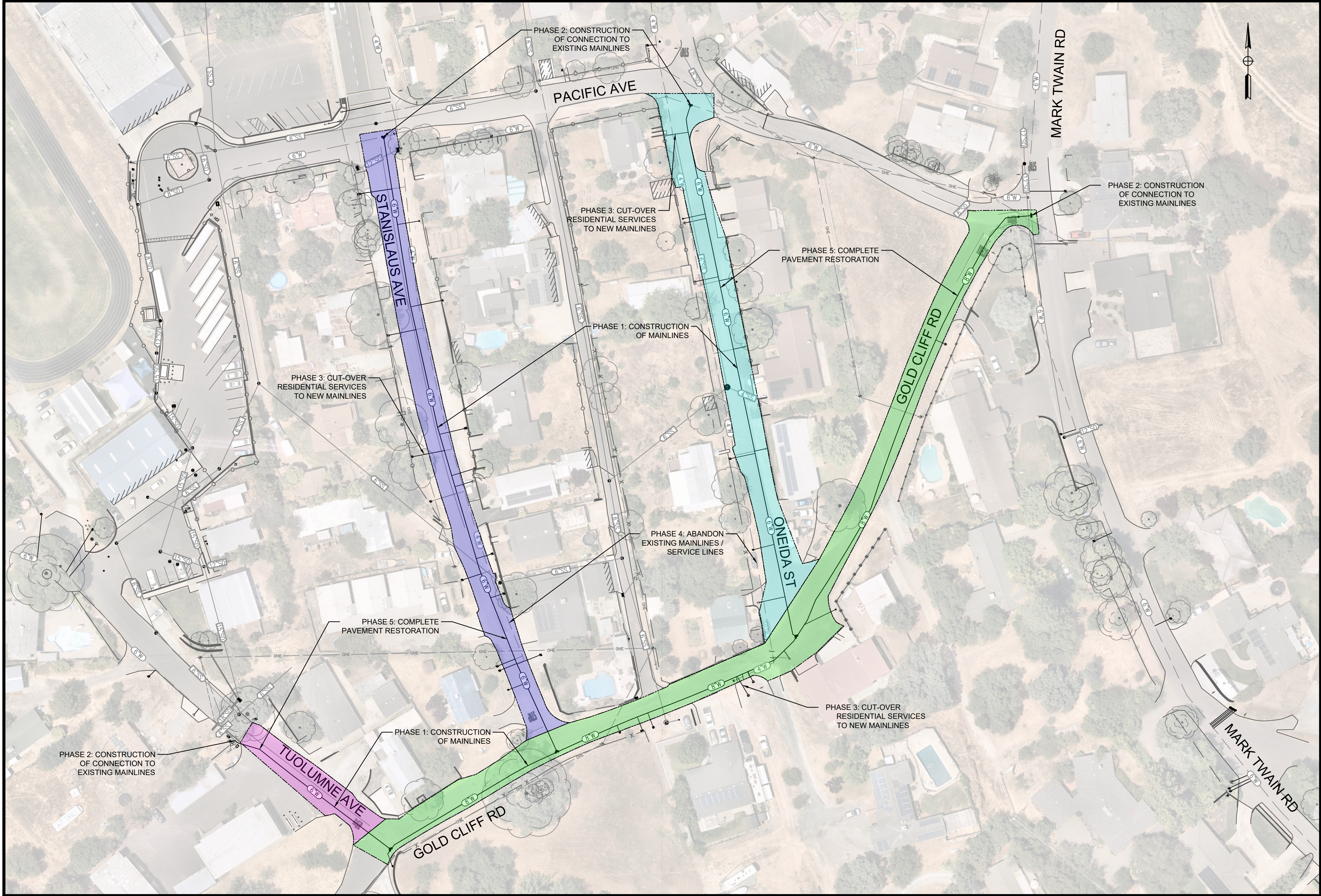
PROJECT NUMBER & PHASE


50182984

CO.01

DATE PLOTTED ==> Feb 04, 2025


CITY OF ANGELS – DEPARTMENT OF PUBLIC WORKS	CONSULTANT PROJECT MANAGER		CALCULATED– DESIGNED BY	C. AGUIAR	REVISED BY	C. AGUIAR		
	D. RICHARD							
MARK TWAIN WATER SYSTEM IMPROVEMENTS PROJECT			CHECKED BY	K. TRAN	DATE	02/04/25		





SHEET No. 9

Section 6, Item F. 19



CITY OF ANGELS
DEPARTMENT OF PUBLIC WORKS
2990 CENTENNIAL ROAD
ANGELS CAMP, CA 95222

DEWBERRY
903 W CENTER STREET
MANTECA, CA 95337

- LEGEND**
- GOLD CLIFF ROAD
 - ONEIDA STREET
 - STANISLAUS AVENUE
 - TUOLUMNE AVENUE
- EXISTING MAINLINES**
- 4" W - EXISTING 4" POTABLE WATER MAIN
 - 6" W - EXISTING 6" POTABLE WATER MAIN
 - 4" SS - EXISTING 4" SANITARY SEWER
 - 6" SS - EXISTING 6" SANITARY SEWER
 - 8" SD - EXISTING 8" STORM DRAIN
 - 8" SD - EXISTING 8" STORM DRAIN
 - 12" SD - EXISTING 12" STORM DRAIN
 - 15" SD - EXISTING 15" STORM DRAIN
 - 18" SD - EXISTING 18" STORM DRAIN
- PROPOSED MAINLINES**
- 6" W - PROPOSED 6" POTABLE WATER MAIN
 - 8" W - PROPOSED 8" POTABLE WATER MAIN
- CONSTRUCTION SEQUENCES:**
- FIRST PHASE: CONSTRUCT MAINLINES, FLUSH, TEST, DISINFECT
 - SECOND PHASE: CONSTRUCT CONNECTION TO EXISTING MAINLINES DURING AN APPROVED SHUTDOWN PERIOD
 - THIRD PHASE: CUT-OVER RESIDENTIAL SERVICES TO NEW MAINLINES
 - FOURTH PHASE: ABANDON EXISTING MAINLINES / SERVICE LINES
 - FIFTH PHASE: COMPLETE PAVEMENT RESTORATION

FINAL BID SET

CONSTRUCTION SEQUENCING PLAN

USERNAME ==>caguiar
DWG FILE ==> MWTI-R-C0.01-C1.00.dwg

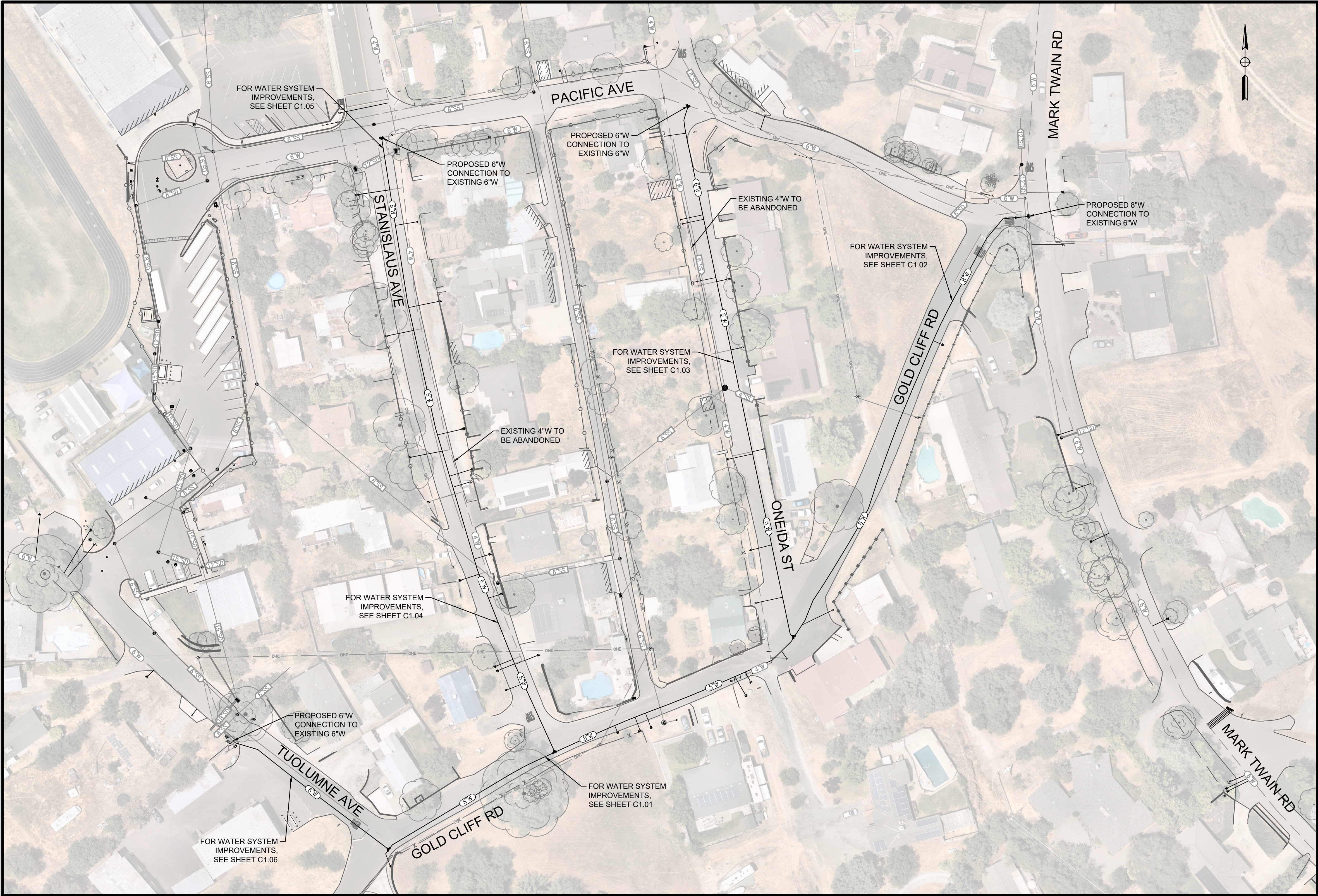


UNIT 0000 PROJECT NUMBER & PHASE 50182984

LAST REVISION 02-04-25
DATE PLOTTED => Feb 04, 2025
TIME PLOTTED => 3:52 pm

C0.02

CITY OF ANGELS – DEPARTMENT OF PUBLIC WORKS	CONSULTANT PROJECT MANAGER		CALCULATED— DESIGNED BY	C. AGUIAR	REVISED BY	C. AGUIAR	
	D. RICHARD						
MARK TWAIN WATER SYSTEM IMPROVEMENTS PROJECT			CHECKED BY	K. TRAN			



OVERALL PLAN VIEW OF PROPOSED IMPROVEMENTS

SCALE: 1" = 50'

USERNAME ==>caguiar
DWG FILE ==> MWTI-R-C0.01-C1.00.dwg

RELATIVE BORDER SCALE
IS IN INCHES



FINAL BID SET

UNIT 0000

PROPOSED WATERLINE IMPROVEMENTS
OVERALL PLAN VIEW

PROJECT NUMBER & PHASE

50182984

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DEPARTMENT OF PUBLIC WORKS
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ANGELS CAMP, CA 95222

DEWBERRY
903 W CENTER STREET
MANTECA, CA 95337

LEGEND

- 4"W EXISTING 4" POTABLE WATER MAIN
- 6"W EXISTING 6" POTABLE WATER MAIN
- 4"SS EXISTING 4" SANITARY SEWER
- 6"SS EXISTING 6" SANITARY SEWER
- 8"SD EXISTING 8" STORM DRAIN
- 8"SD EXISTING 8" STORM DRAIN
- 12"SD EXISTING 12" STORM DRAIN
- 15"SD EXISTING 15" STORM DRAIN
- 18"SD EXISTING 18" STORM DRAIN
- 6"W PROPOSED 6" POTABLE WATER MAIN
- 8"W PROPOSED 8" POTABLE WATER MAIN

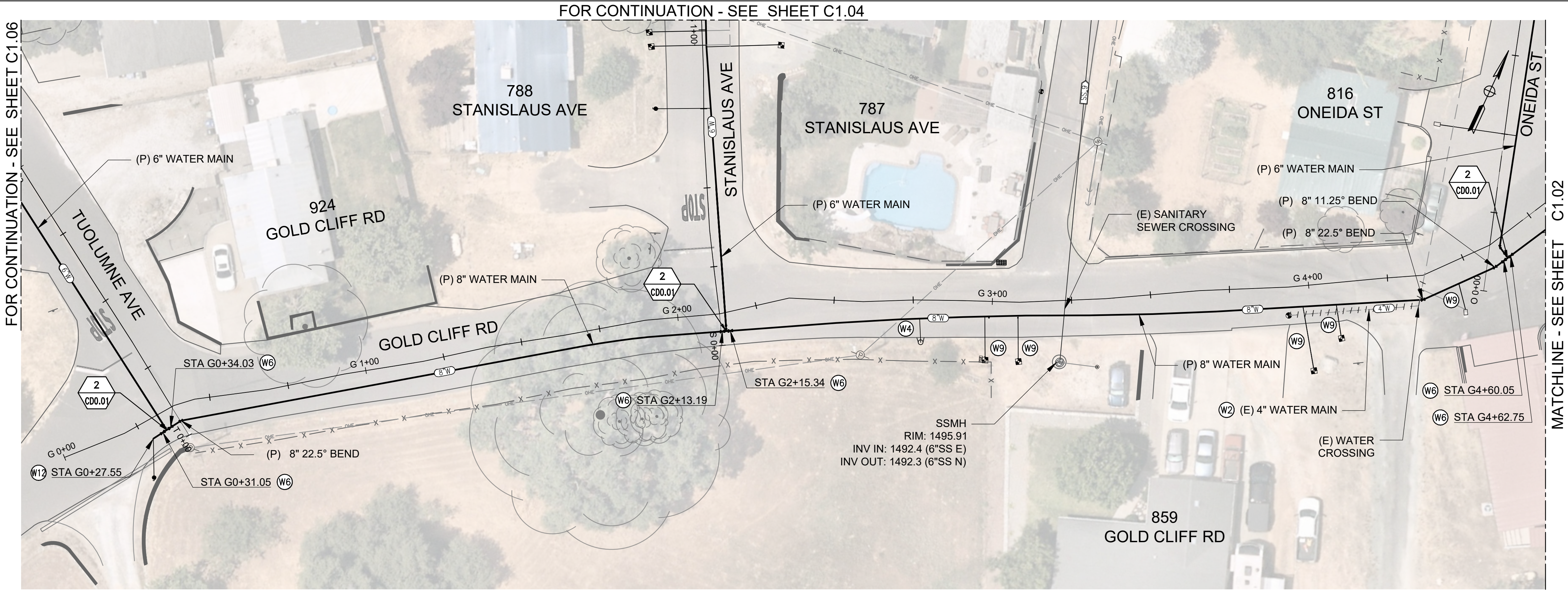
WATER KEY NOTES

- EXISTING WATERLINES TO BE ABANDONED SHALL BE CUT AND PLUGGED WITH CONCRETE A DISTANCE OF 2-FT FROM CUT

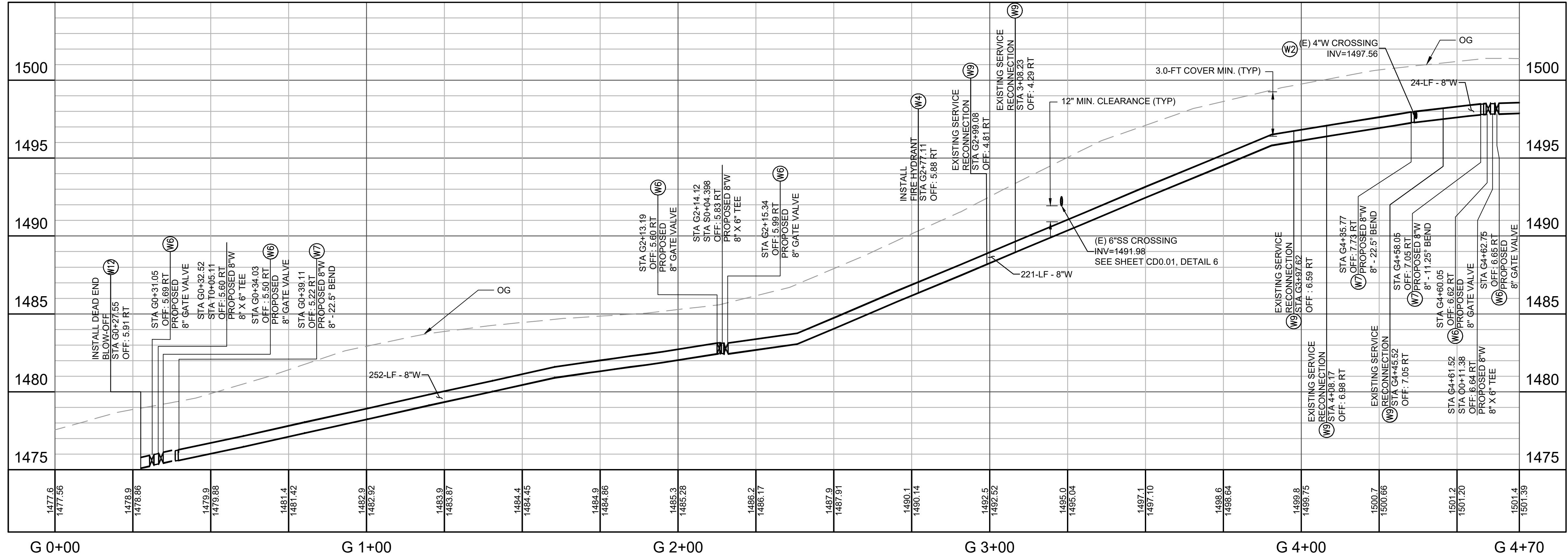
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DATE PLOTTED ==> Feb 04, 2025
TIME PLOTTED ==> 3:52 pm

CITY OF ANGELS – DEPARTMENT OF PUBLIC WORKS	CONSULTANT PROJECT MANAGER		C. AGUIAR	REVISD BY	C. AGUIAR	DATE REVISED	02/04/25
	D. RICHARD						
MARK TWIN WATER SYSTEM IMPROVEMENTS PROJECT			K. TRAN				




PLAN
SCALE: 1" = 20'




PROFILE

- LEGEND
- 4" - EXISTING 4" POTABLE WATER MAIN
 - 6" - EXISTING 6" POTABLE WATER MAIN
 - 4" - EXISTING 4" SANITARY SEWER
 - 6" - EXISTING 6" SANITARY SEWER
 - 8" - EXISTING 8" STORM DRAIN
 - 8" - EXISTING 8" STORM DRAIN
 - 12" - EXISTING 12" STORM DRAIN
 - 15" - EXISTING 15" STORM DRAIN
 - 18" - EXISTING 18" STORM DRAIN
 - 6" - PROPOSED 6" POTABLE WATER MAIN
 - 8" - PROPOSED 8" POTABLE WATER MAIN



SHEET No. 11

Section 6, Item F. 19

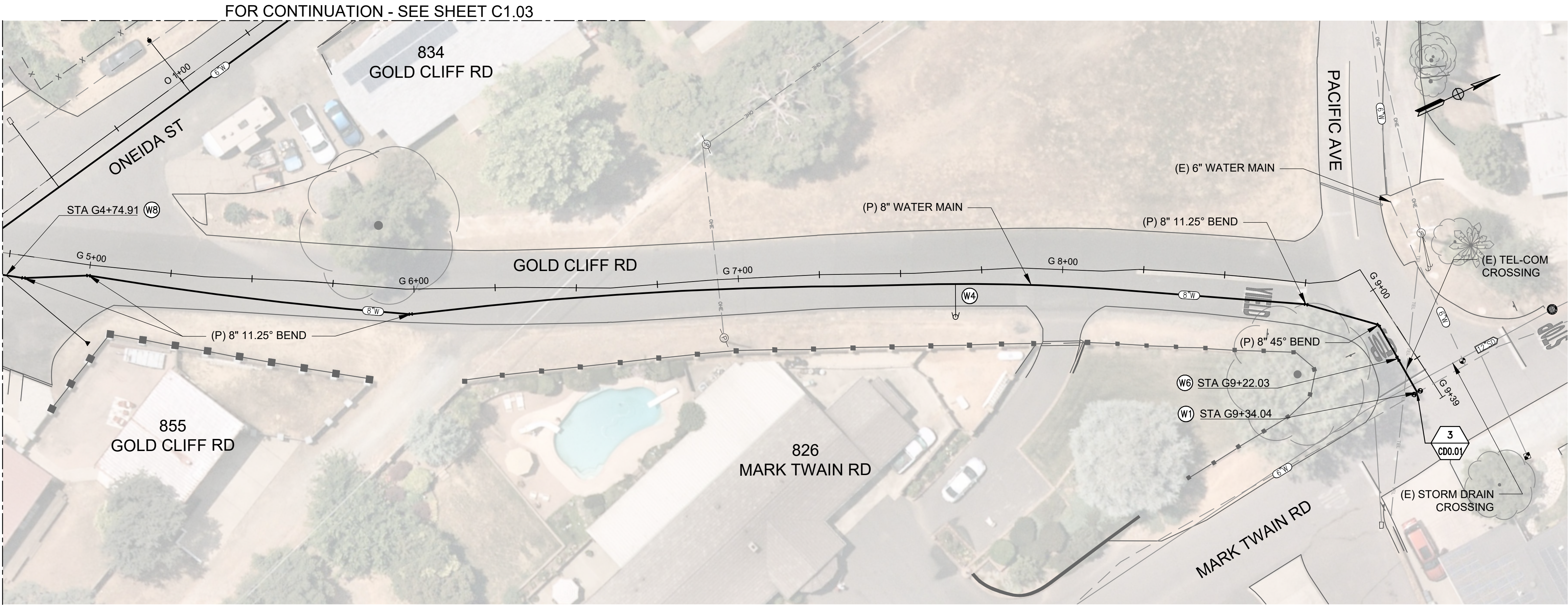


CITY OF ANGELS
DEPARTMENT OF PUBLIC WORKS
2990 CENTENNIAL ROAD
ANGELS CAMP, CA 95222

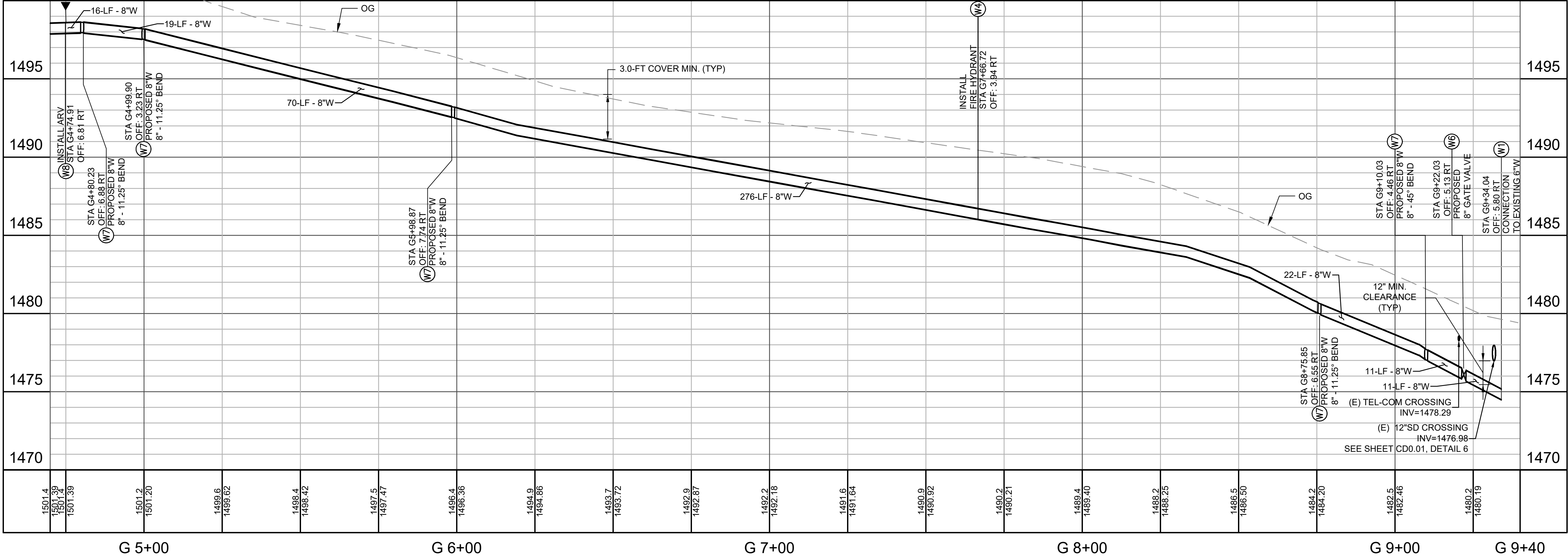
DEWBERRY
903 W CENTER STREET
MANTECA, CA 95337

- WATER KEY NOTES
- (W2) REMOVE EXISTING 4" WATER LINE, TO FACILITATE INSTALLATION OF (P) 8"W.
 - (W4) INSTALL FIRE HYDRANT ASSEMBLY PER CITY STANDARD DRAWING WS-6, SEE SHEET CD0.03, DETAIL 12.
 - (W6) INSTALL 8" GATE VALVE PER CITY STANDARD DRAWING WS-1, SEE SHEET CD0.03, DETAIL 9.
 - (W7) INSTALL FITTING AND RESTRAINED JOINTS PER PLAN.
 - (W9) RE-CONNECT (E) SERVICE CONNECTION TO PROPOSED WATER LINE, SEE SHEET CD0.02, DETAIL 7.
 - (W12) INSTALL DEAD END BLOW-OFF PER CITY STANDARD DRAWING WS-4, SEE SHEET CD0.03, DETAIL 11.

CITY OF ANGELS – DEPARTMENT OF PUBLIC WORKS		CONSULTANT PROJECT MANAGER		C. AGUIAR		C. AGUIAR		REVISD BY		C. AGUIAR		DATE REVISED		02/04/25	
MARK TWAIN WATER SYSTEM IMPROVEMENTS PROJECT		D. RICHARD		C. AGUIAR		K. TRAN		CHECKED BY		CALCULATED— DESIGNED BY		MATCHLINE - SEE SHEET C1.01		C1.01	



PLAN
SCALE: 1" = 20'



PROFILE
HORIZ SCALE: 1" = 20'
VERT SCALE: 1" = 4'

SHEET No. 12

Section 6, Item F. 19

CITY OF ANGELS
DEPARTMENT OF PUBLIC WORKS
2990 CENTENNIAL ROAD
ANGELS CAMP, CA 95222

DEWBERRY
903 W CENTER STREET
MANTECA, CA 95337

- WATER KEY NOTES
- (W1) CONNECT TO (E) WATER MAIN PER PLAN.
 - (W4) INSTALL FIRE HYDRANT ASSEMBLY PER CITY STANDARD DRAWING WS-6, SEE SHEET CD0.03, DETAIL 12.
 - (W6) INSTALL 8" GATE VALVE PER CITY STANDARD DRAWING WS-1, SEE SHEET CD0.03, DETAIL 9.
 - (W7) INSTALL FITTING AND RESTRAINED JOINTS PER PLAN.
 - (W8) INSTALL AIR RELEASE VALVE PER CITY STANDARD DRAWING WS-9. VENT PIPING SHALL HAVE POSITIVE OR FLAT SLOPE FROM ARV TO THE PIPE, SEE SHEET CD0.03, DETAIL 13.
- LEGEND
- (4"W) EXISTING 4" POTABLE WATER MAIN
 - (6"W) EXISTING 6" POTABLE WATER MAIN
 - (4"SS) EXISTING 4" SANITARY SEWER
 - (6"SS) EXISTING 6" SANITARY SEWER
 - (8"SD) EXISTING 8" STORM DRAIN
 - (12"SD) EXISTING 12" STORM DRAIN
 - (15"SD) EXISTING 15" STORM DRAIN
 - (18"SD) EXISTING 18" STORM DRAIN
 - (6"W) PROPOSED 6" POTABLE WATER MAIN
 - (8"W) PROPOSED 8" POTABLE WATER MAIN

FINAL BID SET

PROPOSED WATERLINE IMPROVEMENTS
GOLD CLIFF RD PLAN AND PROFILE – 2

USERNAME ==>caguiar
DWG FILE ==> MWTI-R-C1.01-C1.06.dwg

RELATIVE BORDER SCALE
IS IN INCHES



UNIT 0000

PROJECT NUMBER & PHASE

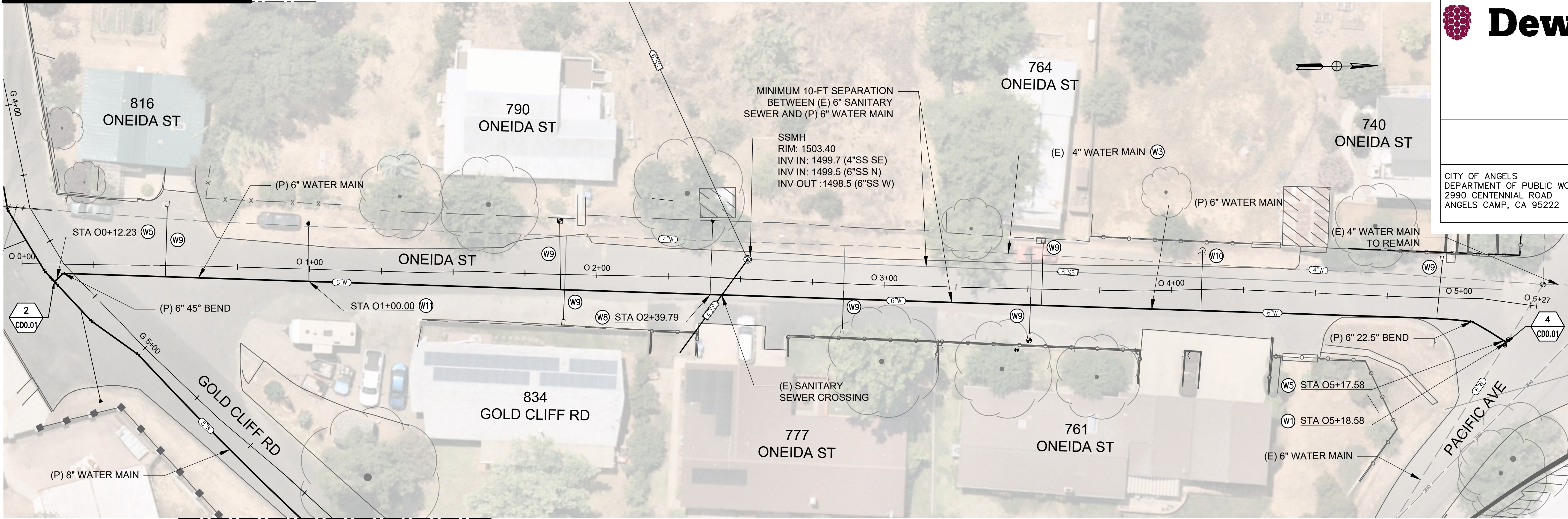
50182984

C1.02

DATE PLOTTED ==> Feb 04, 2025
TIME PLOTTED ==> 5:09 pm

CITY OF ANGELS – DEPARTMENT OF PUBLIC WORKS	CONSULTANT PROJECT MANAGER		MARK TWAIN WATER SYSTEM IMPROVEMENTS PROJECT	D. RICHARD	CALCULATED— DESIGNED BY	CHECKED BY	C. AGUIAR	K. TRAN	REVISED BY	C. AGUIAR	DATE	REVISED	02/04/25	C. AGUIAR	02/04/25

FOR CONTINUATION - SEE SHEET C1.01



FOR CONTINUATION - SEE SHEET C1.02

PLAN

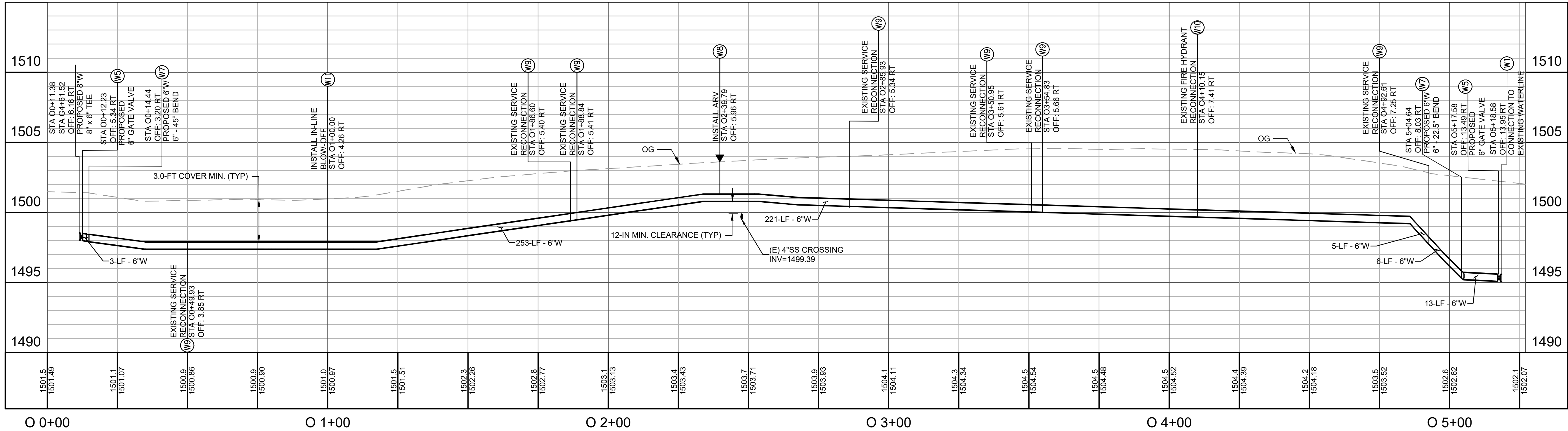
SCALE: 1" = 20'

LEGEND

- 6"W - EXISTING 6" POTABLE WATER MAIN
- 6"SS - EXISTING 6" SANITARY SEWER
- 6"W - PROPOSED 6" POTABLE WATER MAIN
- 8"W - PROPOSED 8" POTABLE WATER MAIN

WATER KEY NOTES

- (W1) CONNECT TO (E) WATER MAIN PER PLAN.
- (W3) EXISTING WATER LINE TO BE ABANDONED UPON COMPLETION OF PROPOSED WATER LINE.
- (W5) INSTALL 6" GATE VALVE PER CITY STANDARD DRAWING WS-1, SEE SHEET C00.03, DETAIL 9.
- (W7) INSTALL FITTING AND RESTRAINED JOINTS PER PLAN.
- (W8) INSTALL AIR RELEASE VALVE PER CITY STANDARD DRAWING WS-9. VENT PIPING SHALL HAVE POSITIVE OR FLAT SLOPE FROM ARV TO THE PIPE, SEE SHEET C00.03, DETAIL 13.
- (W9) RE-CONNECT (E) SERVICE CONNECTION TO PROPOSED WATER LINE, SEE SHEET C00.02, DETAIL 7.
- (W10) THE CONTRACTOR SHALL PROVIDE TO THE CITY 7 DAYS NOTICE PRIOR TO DISCONNECTING A FIRE HYDRANT LATERAL FOR SUBSEQUENT RE-CONNECTION TO A PROPOSED WATER MAIN. DIS-CONNECTION AND RE-CONNECTION OF FIRE HYDRANTS SHALL BE COORDINATED WITH THE CITY FIRE DEPARTMENT. CONTRACTOR SHALL STRICTLY FOLLOW INSTRUCTIONS FROM FIRE DEPARTMENT FOR SCHEDULING WORK. SEE SHEET C00.02, DETAIL 8.
- (W11) INSTALL IN-LINE BLOW-OFF PER CITY STANDARD DRAWING WS-3, SEE SHEET C00.03, DETAIL 10.



PROFILE

HORIZ SCALE: 1" = 20'
VERT SCALE: 1" = 4'

C1.03

FINAL BID SET

PROPOSED WATERLINE IMPROVEMENTS
ONEIDA ST PLAN AND PROFILE

USERNAME ==>caguiar
DWG FILE ==> MWTI-R-C1.01-C1.06.dwg

RELATIVE BORDER SCALE
IS IN INCHES



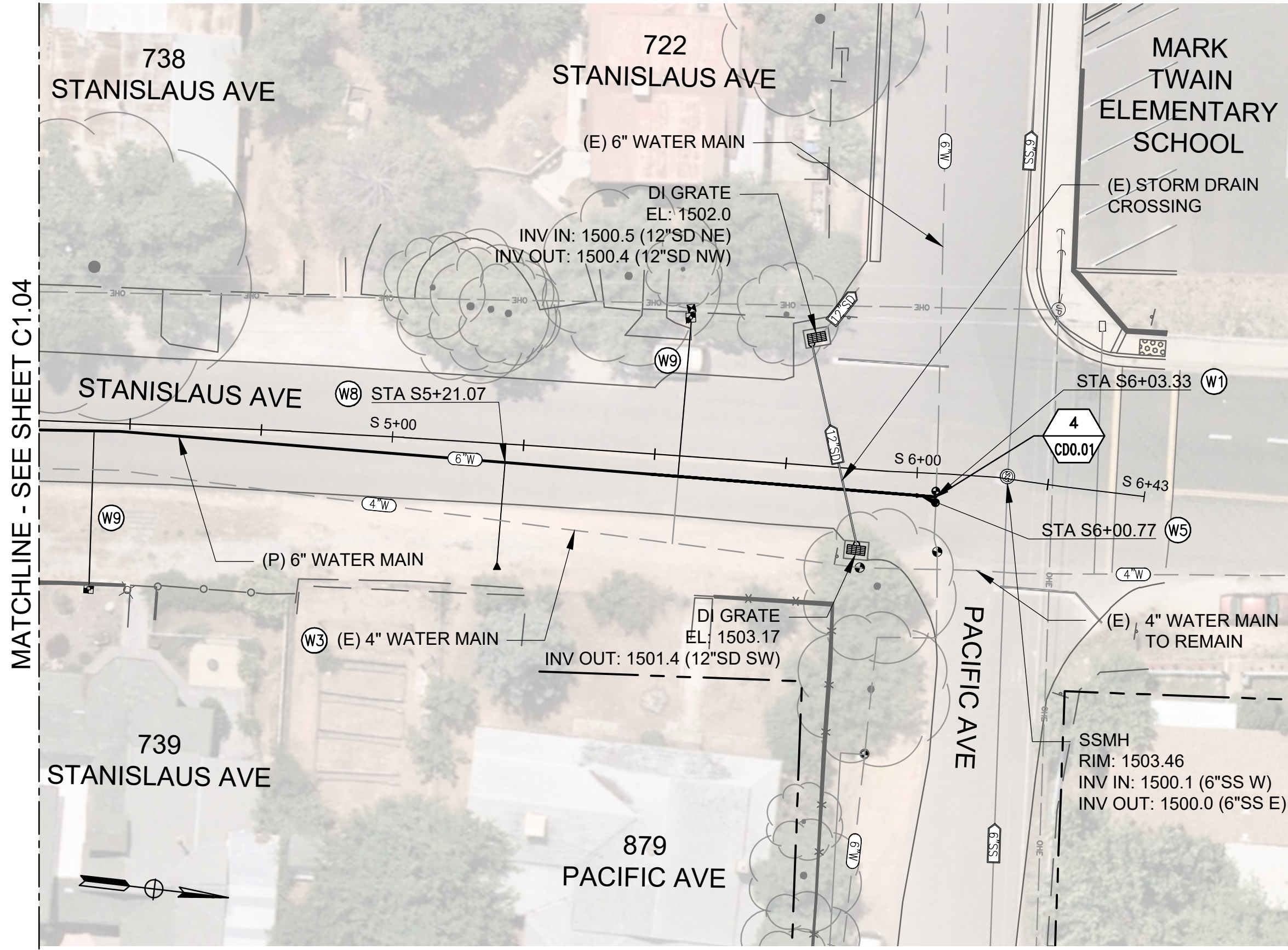
UNIT 0000

PROJECT NUMBER & PHASE

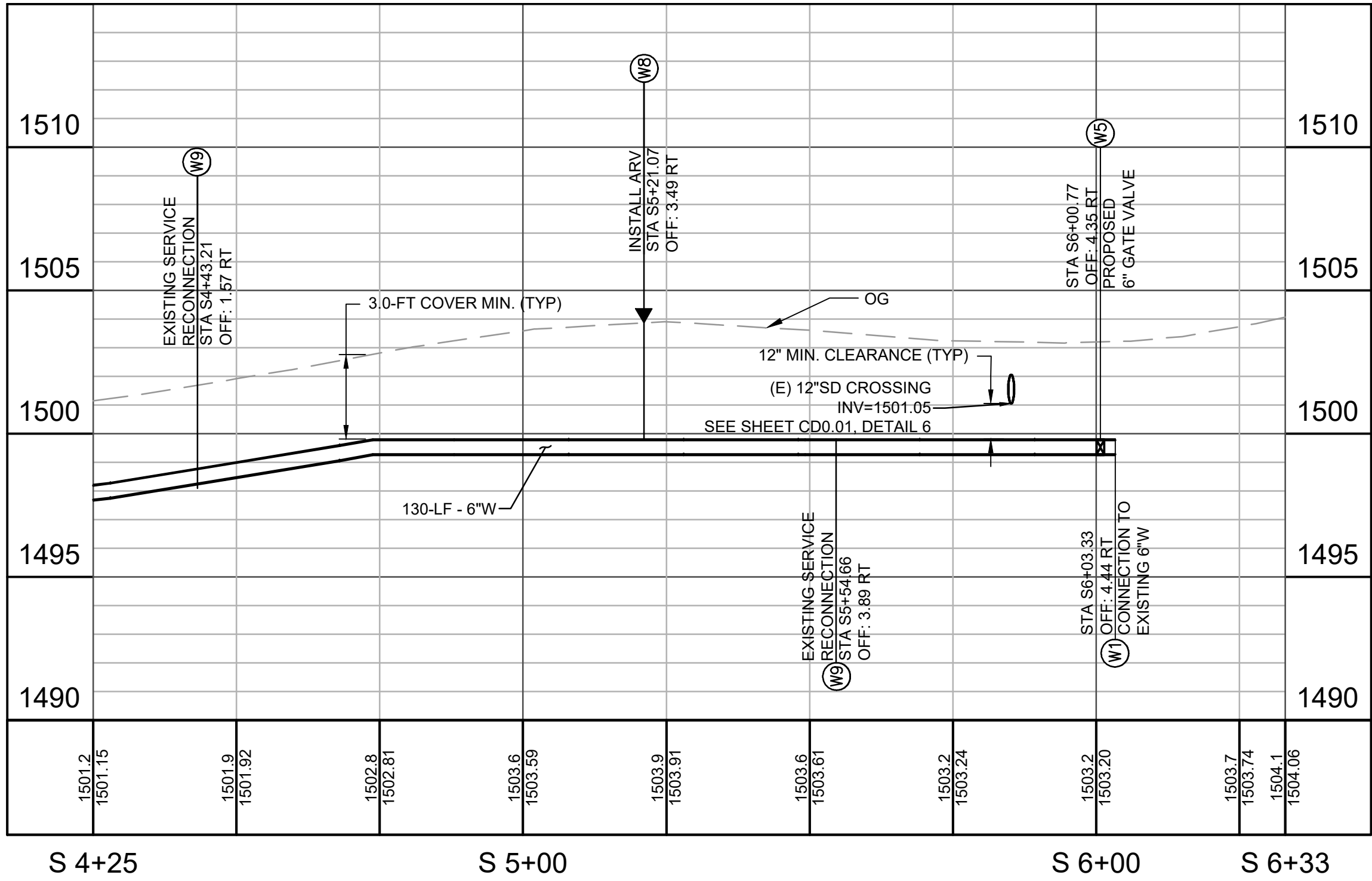
50182984

DATE PLOTTED ==> Feb 04, 2025
TIME PLOTTED ==> 5:09 pm


CITY OF ANGELS – DEPARTMENT OF PUBLIC WORKS		CONSULTANT PROJECT MANAGER		C. AGUIAR	REVISD BY	C. AGUIAR	02/04/25
MARK TWAIN WATER SYSTEM IMPROVEMENTS PROJECT		D. RICHARD					
				C. AGUIAR	DATE	REVISED	02/04/25
				K. TRAN			



PLAN
SCALE: 1" = 20'



PROFILE
HORIZ SCALE: 1" = 20'
VERT SCALE: 1" = 4'



SHEET No. 15

Section 6, Item F. 19

REGISTERED PROFESSIONAL ENGINEER
DAVID RICHARD
No. 33479
EXP. 6/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF ANGELS
DEPARTMENT OF PUBLIC WORKS
2990 CENTENNIAL ROAD
ANGELS CAMP, CA 95222

DEWBERRY
903 W CENTER STREET
MANTECA, CA 95337

- WATER KEY NOTES**
- (W1) CONNECT TO (E) WATER MAIN PER PLAN.
 - (W3) EXISTING WATER LINE TO BE ABANDONED UPON COMPLETION OF PROPOSED WATER LINE.
 - (W5) INSTALL 6" GATE VALVE PER CITY STANDARD DRAWING WS-1, SEE SHEET CD0.03, DETAIL 9.
 - (W8) INSTALL AIR RELEASE VALVE PER CITY STANDARD DRAWING WS-9. VENT PIPING SHALL HAVE POSITIVE OR FLAT SLOPE FROM ARV TO THE PIPE, SEE SHEET CD0.03, DETAIL 13.
 - (W9) RE-CONNECT (E) SERVICE CONNECTION TO PROPOSED WATER LINE, SEE SHEET CD0.02, DETAIL 7.
- LEGEND**
- (4"W) EXISTING 4" POTABLE WATER MAIN
 - (6"W) EXISTING 6" POTABLE WATER MAIN
 - (4"SS) EXISTING 4" SANITARY SEWER
 - (6"SS) EXISTING 6" SANITARY SEWER
 - (8"SD) EXISTING 8" STORM DRAIN
 - (8"SD) EXISTING 8" STORM DRAIN
 - (12"SD) EXISTING 12" STORM DRAIN
 - (15"SD) EXISTING 15" STORM DRAIN
 - (18"SD) EXISTING 18" STORM DRAIN
 - (6"W) PROPOSED 6" POTABLE WATER MAIN
 - (8"W) PROPOSED 8" POTABLE WATER MAIN

FINAL BID SET

PROPOSED WATERLINE IMPROVEMENTS
STANISLAUS AVE PLAN AND PROFILE – 2

USERNAME ==>caguiar
DWG FILE ==> MWTI-R-C1.01-C1.06.dwg



UNIT 0000

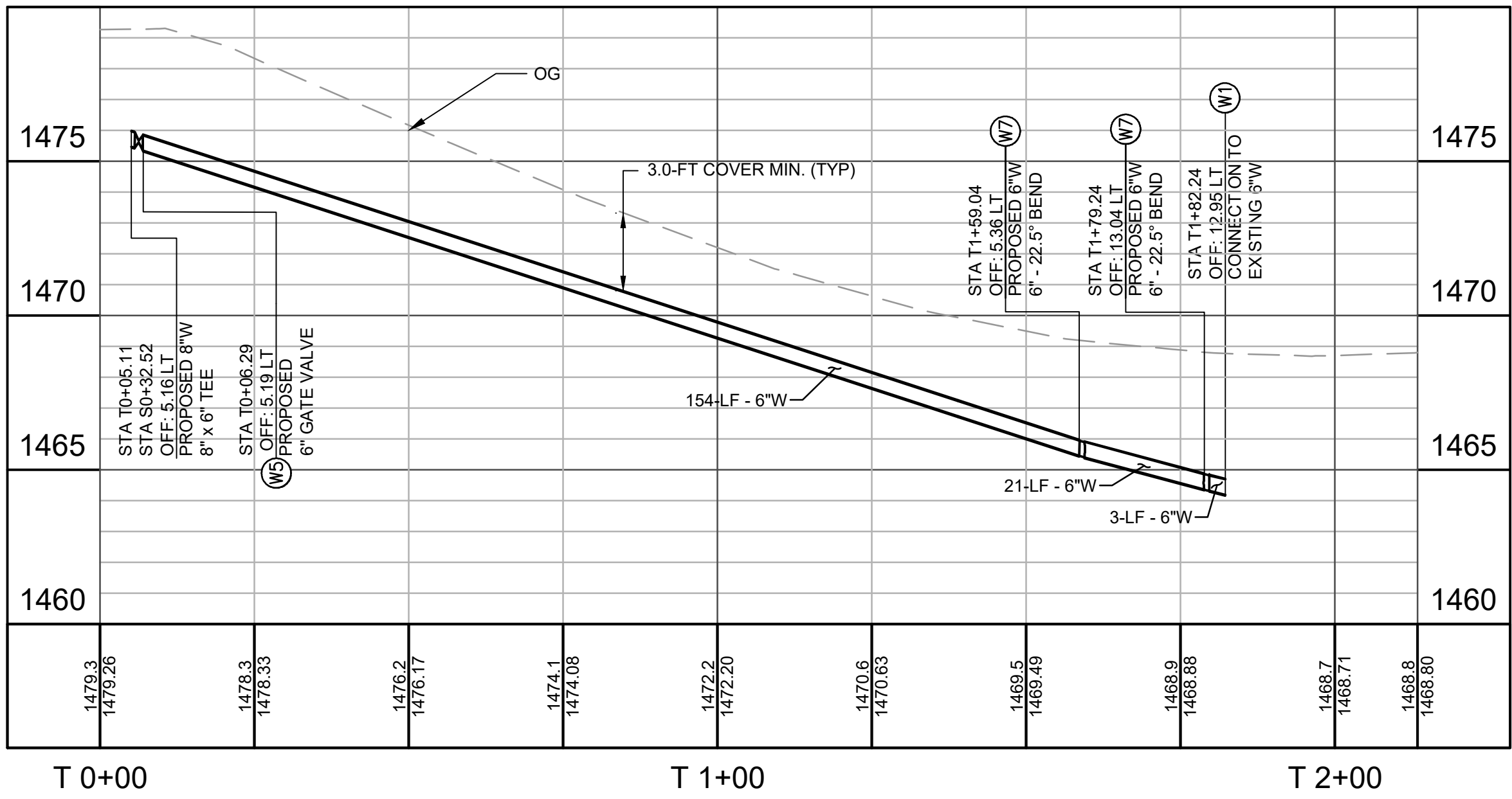
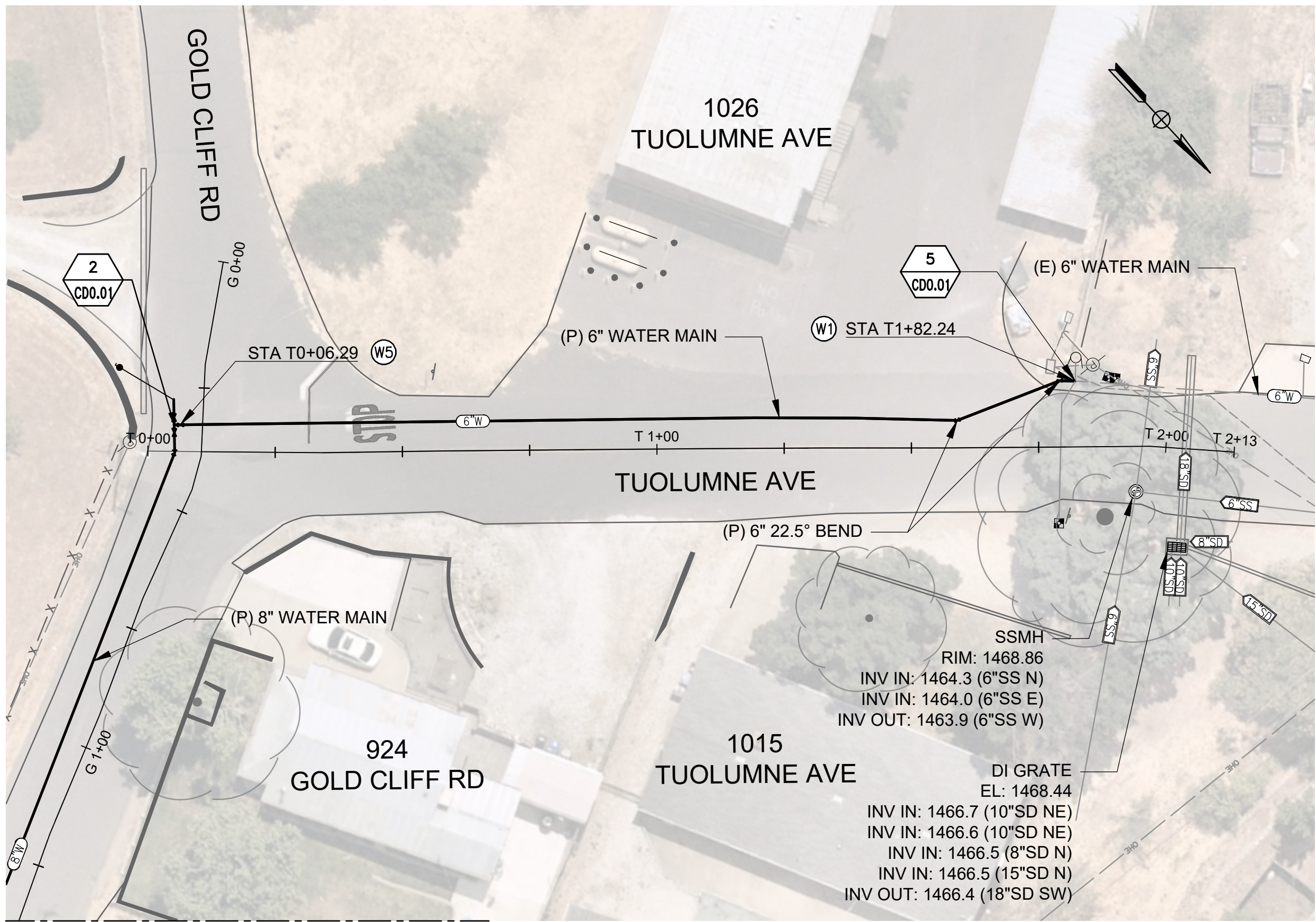
PROJECT NUMBER & PHASE

50182984

C1.05

DATE PLOTTED ==> Feb 04, 2025
TIME PLOTTED ==> 5:10 pm

CITY OF ANGELS – DEPARTMENT OF PUBLIC WORKS	CONSULTANT PROJECT MANAGER	C. AGUIAR	REVISÉ BY	C. AGUIAR
MARK TWAIN WATER SYSTEM IMPROVEMENTS PROJECT	D. RICHARD	K. TRAN	DATE REVISED	02/04/25



PROFILE

HORIZ SCALE: 1" = 20'
VERT SCALE: 1" = 4'

FINAL BID SET

PROPOSED WATERLINE IMPROVEMENTS TOULUMNE AVE PLAN AND PROFILE

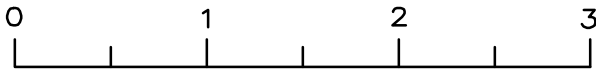
50182984

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RELATIVE BORDER SCALE
IS IN INCHES




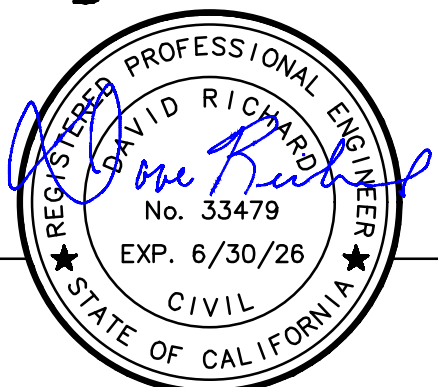
PROJECT NUMBER & PHASE

50182984

C1.06

DATE PLOTTED => Feb 04, 2025	LAST REVISION
TIME PLOTTED => 5:10 pm	02-04-25












264

 <h1>Dewberry®</h1>		SHEET No.	1 16	Section 6, Item F.
		1 19		
CITY OF ANGELS DEPARTMENT OF PUBLIC WORKS 2990 CENTENNIAL ROAD ANGELS CAMP, CA 95222				


WATER KEY NOTES

- W1 CONNECT TO (E) WATER MAIN PER PLAN.
- W5 INSTALL 6" GATE VALVE PER CITY STANDARD DRAWING WS-1, SEE SHEET CD0.03, DETAIL 9.
- W7 INSTALL FITTING AND RESTRAINED JOINTS PER PLAN.

LEGEND

-  EXISTING 4" POTABLE WATER MAIN
-  EXISTING 6" POTABLE WATER MAIN
-  EXISTING 4" SANITARY SEWER
-  EXISTING 6" SANITARY SEWER
-  EXISTING 8" STORM DRAIN
-  EXISTING 8" STORM DRAIN
-  EXISTING 12" STORM DRAIN
-  EXISTING 15" STORM DRAIN
-  EXISTING 18" STORM DRAIN
-  PROPOSED 6" POTABLE WATER MAIN
-  PROPOSED 8" POTABLE WATER MAIN

CITY OF ANGELS – DEPARTMENT OF PUBLIC WORKS	CONSULTANT PROJECT MANAGER	CALCULATED– DESIGNED BY	C. AGUIAR	REVISD BY	C. AGUIAR	
		CHECKED BY	K. TRAN	DATE REVISED	02/04/25	
		D. RICHARD				



PROFESSIONAL ENGINEER

DAVID RICHARD

No. 33479

EXP. 6/30/26

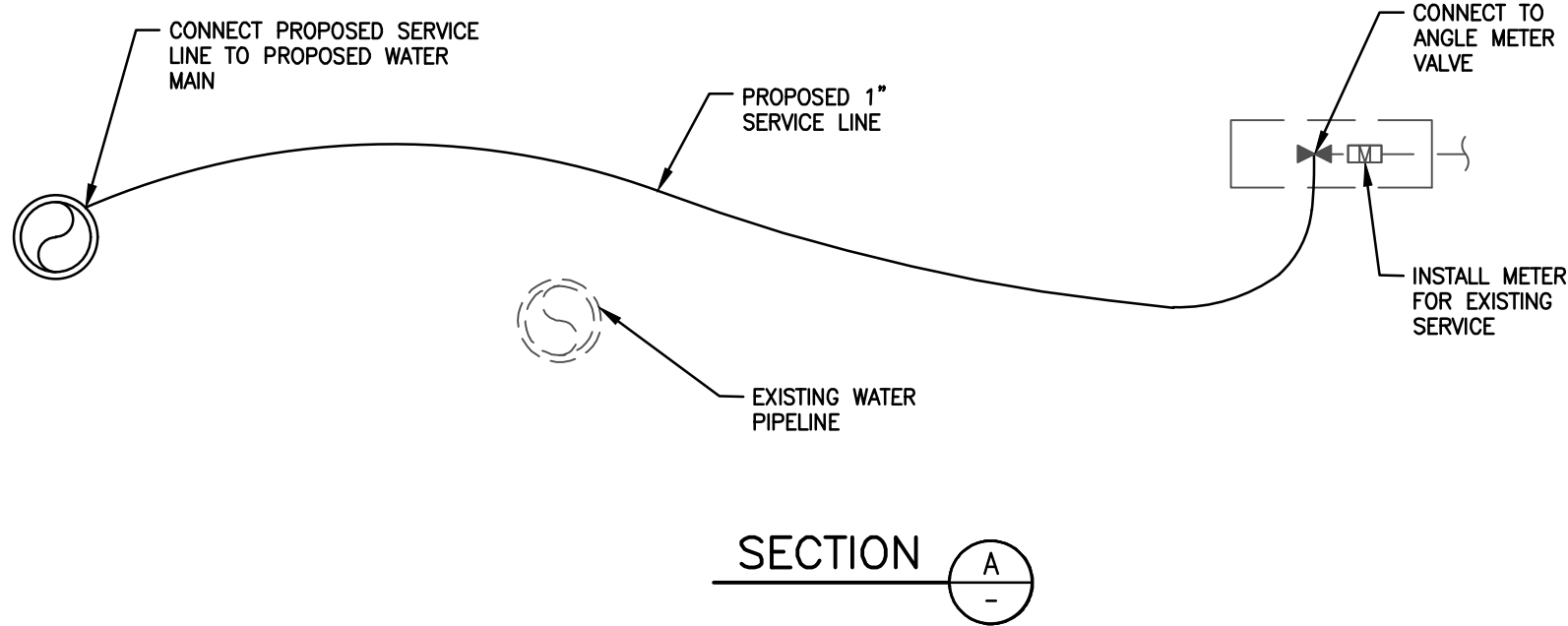
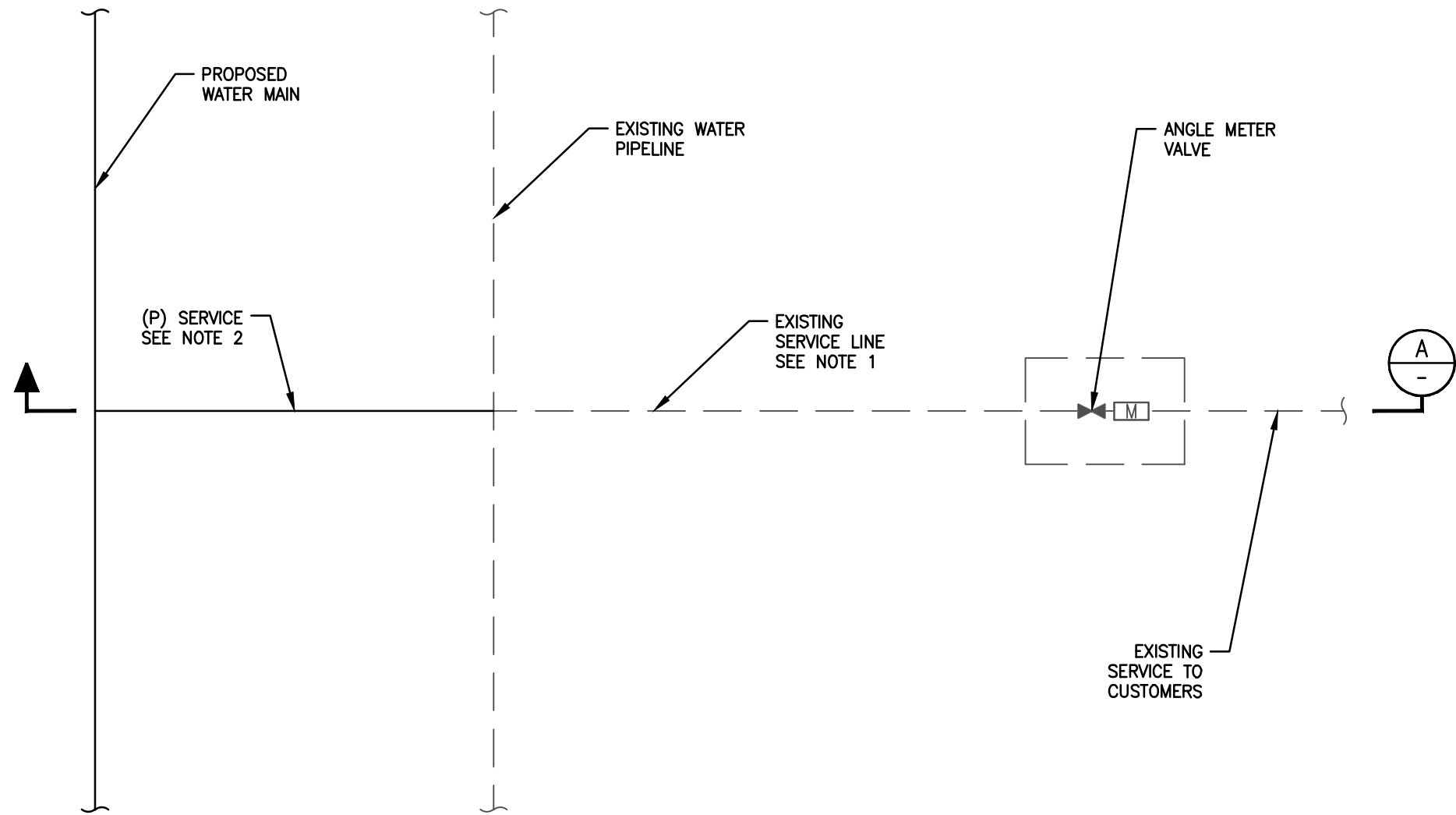
CIVIL

STATE OF CALIFORNIA

CITY OF ANGELS
DEPARTMENT OF PUBLIC WORKS
2990 CENTENNIAL ROAD
ANGELS CAMP, CA 95222

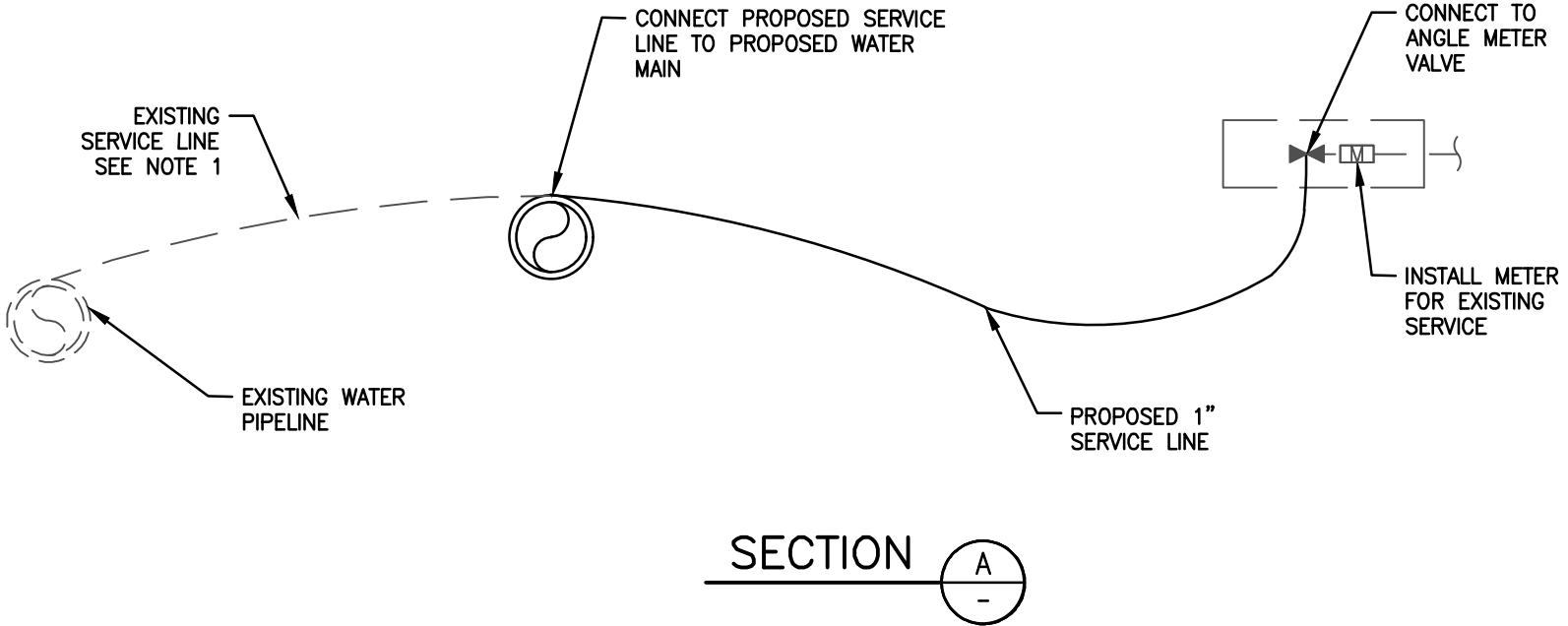
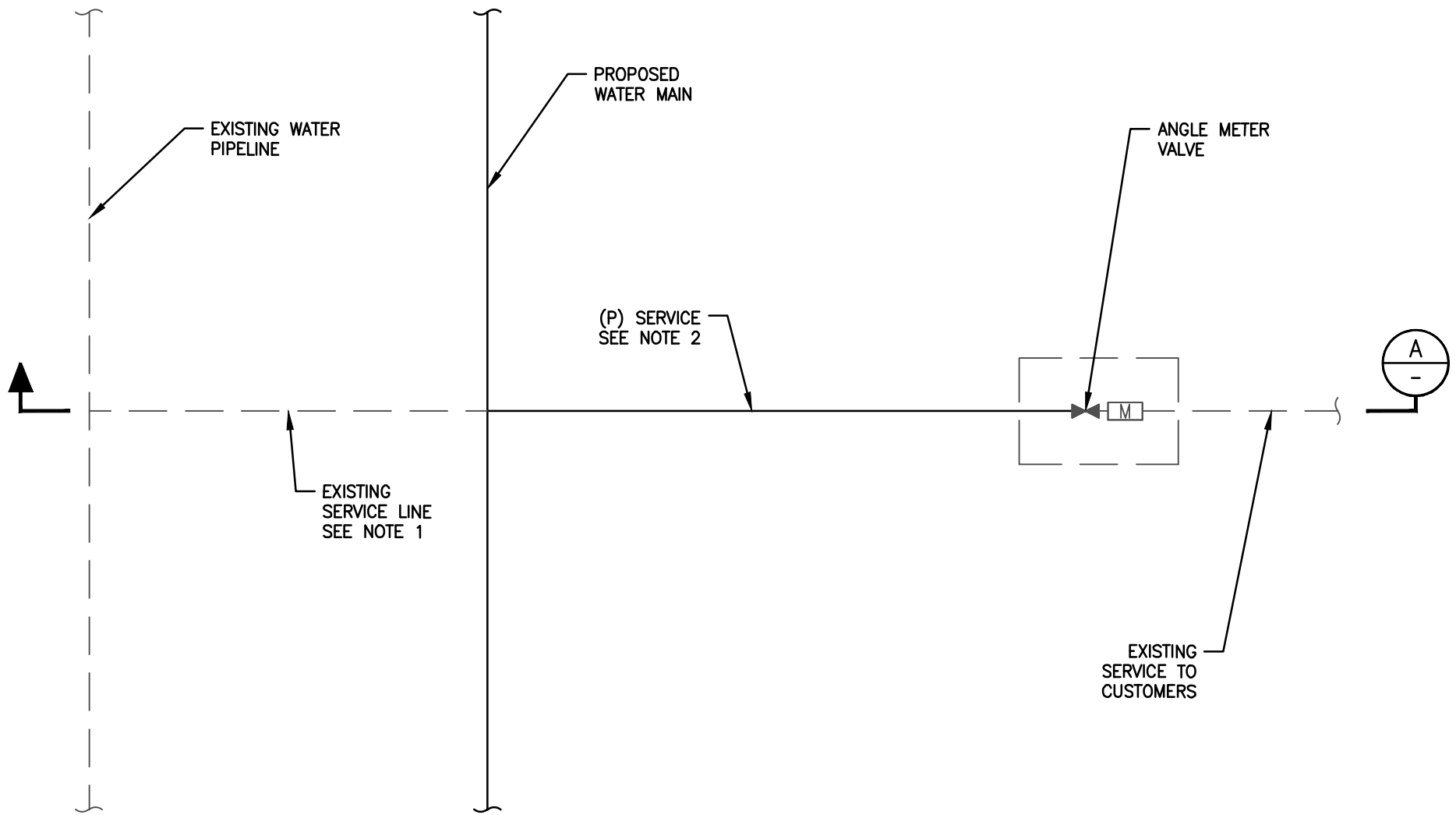
DEWBERRY
903 W CENTER STREET
MANTECA, CA 95337

SHEET No.	18	Section 6, Item F.	19
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- NOTES
- DISCONNECT EXISTING SERVICE AND REMOVE SERVICE LINE BETWEEN MAINLINE AT ANGLE METER VALVE TO AVOID CONFLICT WITH NEW SERVICE LINE.
 - REPLACE SERVICE LINE FROM (P) MAINLINE TO ANGLE METER VALVE. FOR ROUTING SEE SECTION A.
 - ROUTE PROPOSED 1" SERVICE ABOVE EXISTING WATER LINE.
 - PROPOSED SERVICE LINE SHALL BE ROUTED BELOW EXISTING SIDEWALK.
 - FOLLOWING COMPLETION OF CUTOVER, SIDEWALK/LANDSCAPING SHALL BE RESTORED TO PRE-PROJECT CONDITION.
 - CONTRACTOR MAY PROPOSE ALTERNATIVE METHOD FOR WATER SERVICE LINE REPLACEMENT FOR CITY APPROVAL.

EXISTING WATER BETWEEN PROPOSED MAIN LINE AND METER BOX

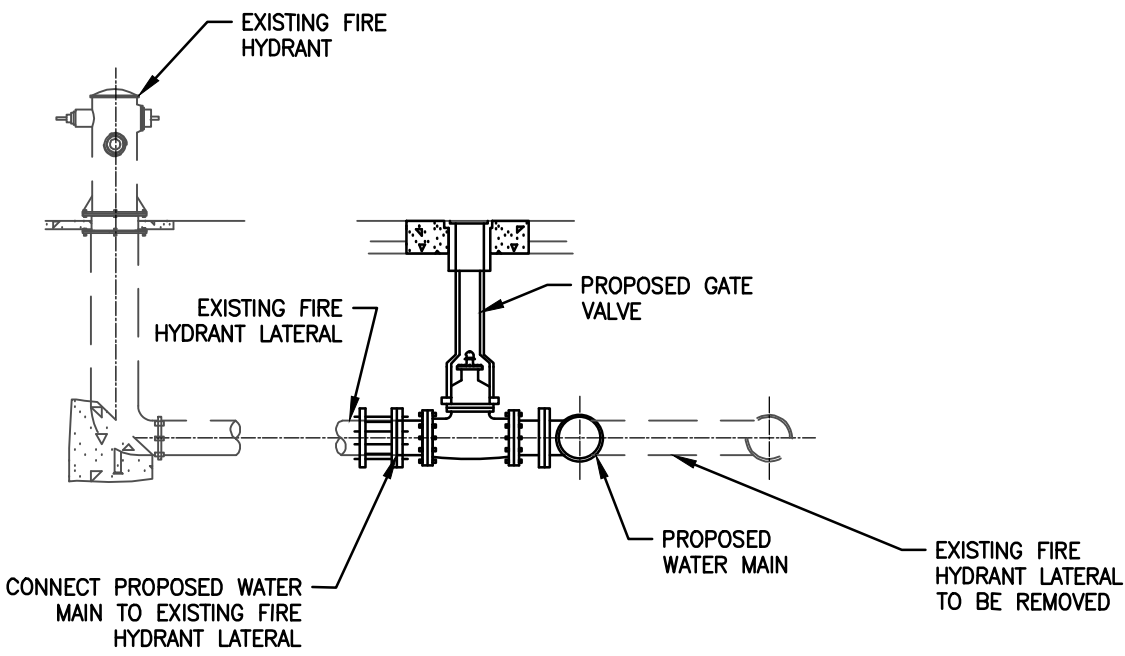


- NOTES
- DISCONNECT EXISTING SERVICE AND REMOVE SERVICE LINE BETWEEN MAINLINE AT ANGLE METER VALVE TO AVOID CONFLICT WITH NEW SERVICE LINE.
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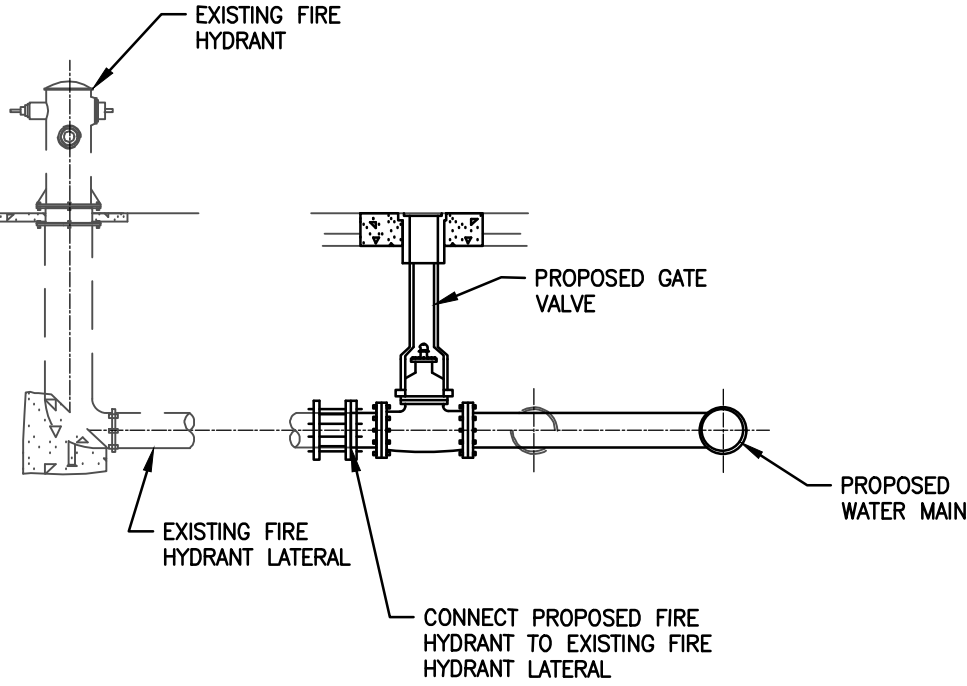
PROPOSED MAINLINE BETWEEN EXISTING WATERLINE AND METER BOX

RECONNECTION OF WATER SERVICE DETAIL

NOT TO SCALE



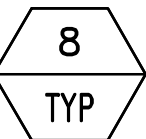
PROPOSED WATER BETWEEN EXISTING MAIN LINE AND FIRE HYDRANT



EXISTING WATER BETWEEN PROPOSED MAIN LINE AND FIRE HYDRANT

RECONNECTION OF FIRE HYDRANT DETAIL

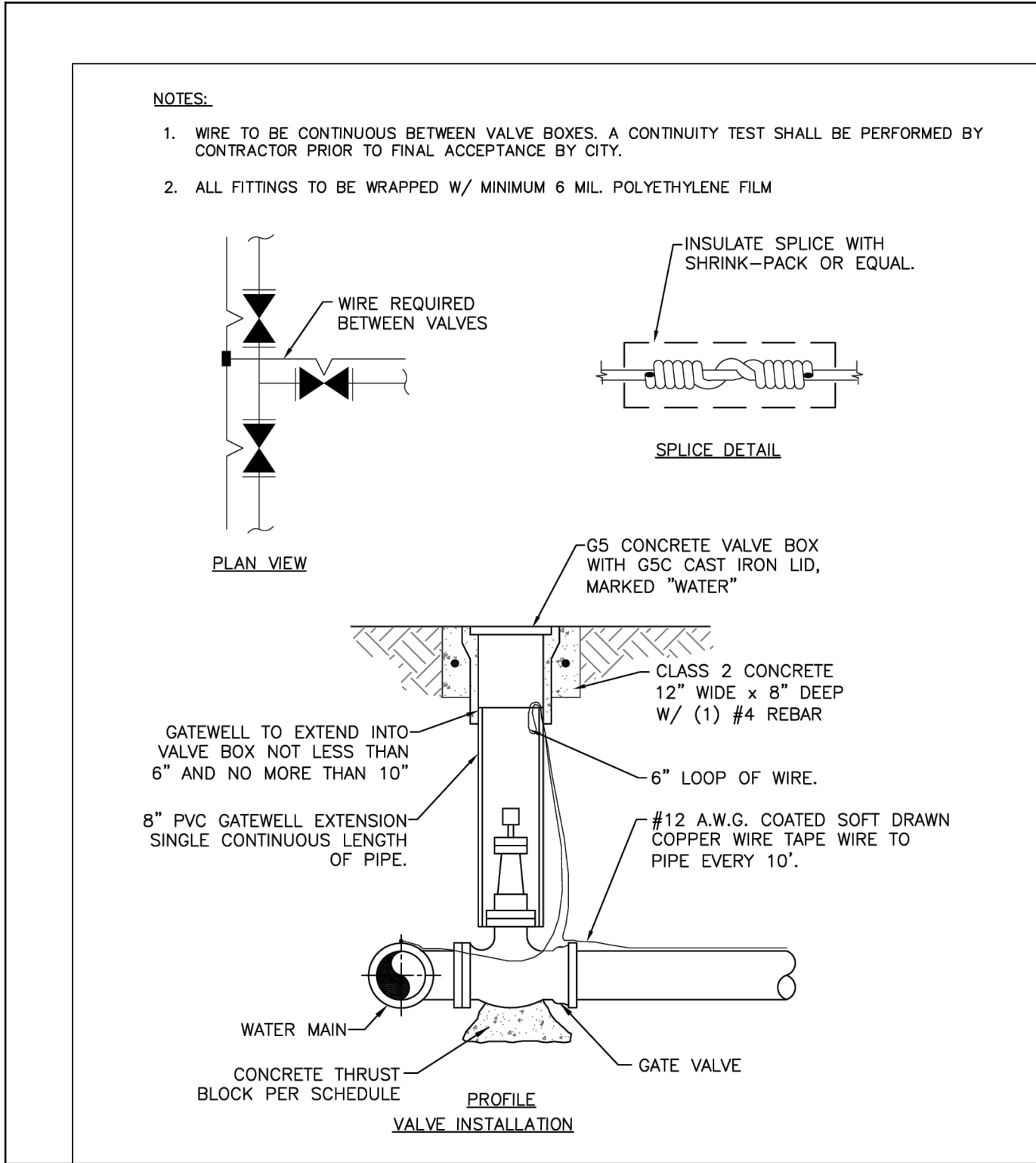
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CD0.02

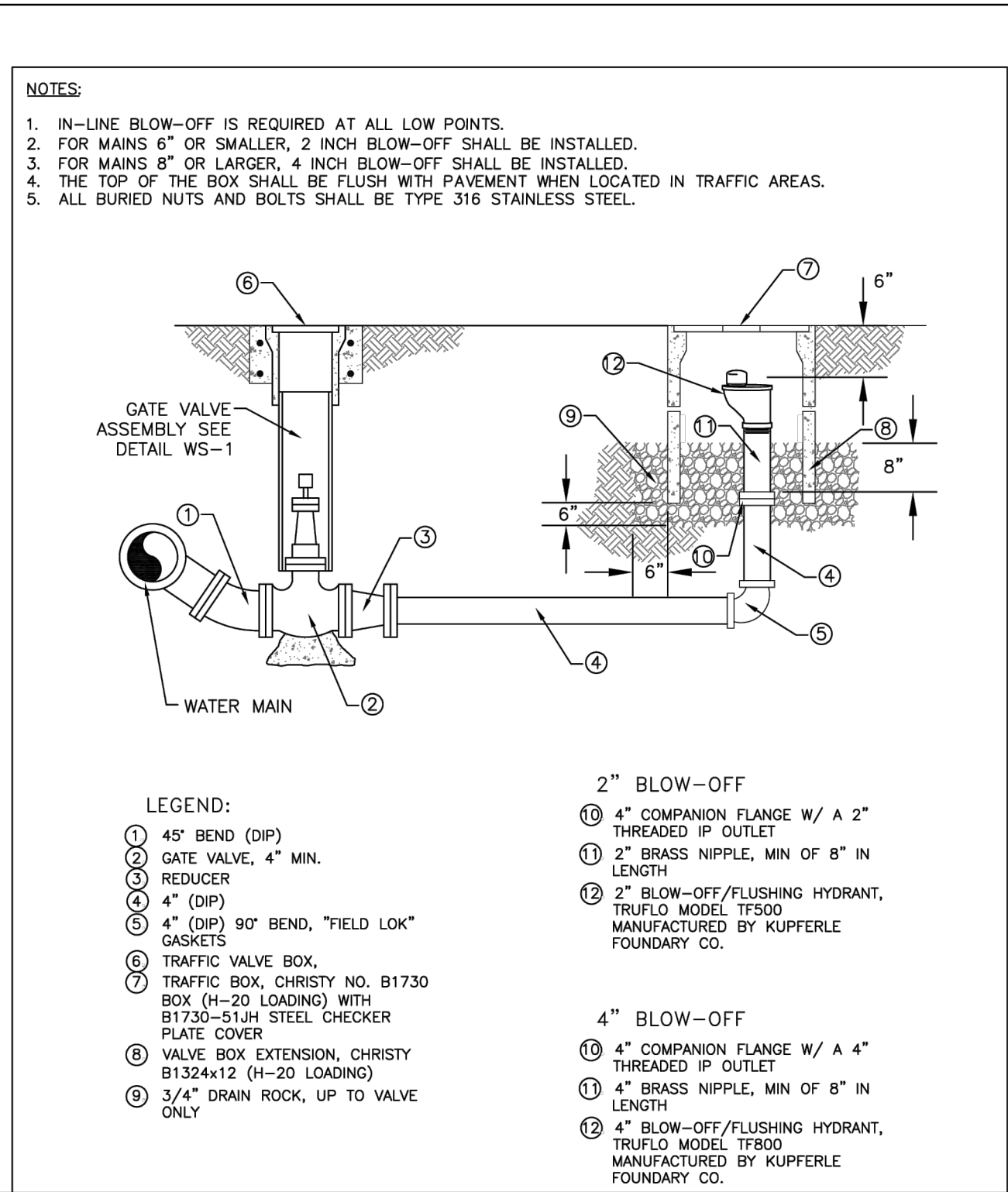
FINAL BID SET

CONSTRUCTION DETAILS NO. 2



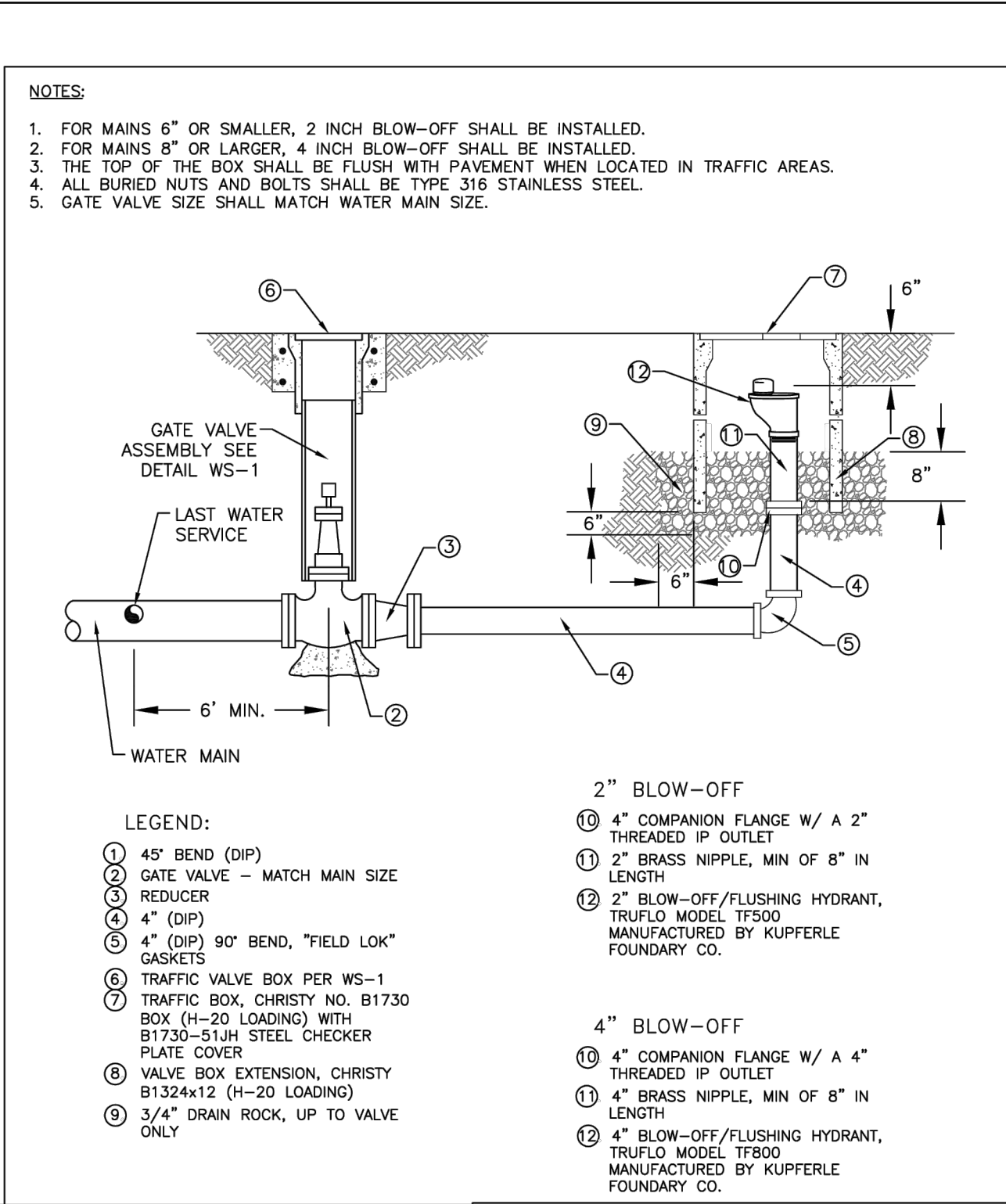
CITY OF ANGELS - STANDARD DRAWING WS-1
VALVE AND LOCATING WIRE INSTALLATION DETAIL

9
TYP



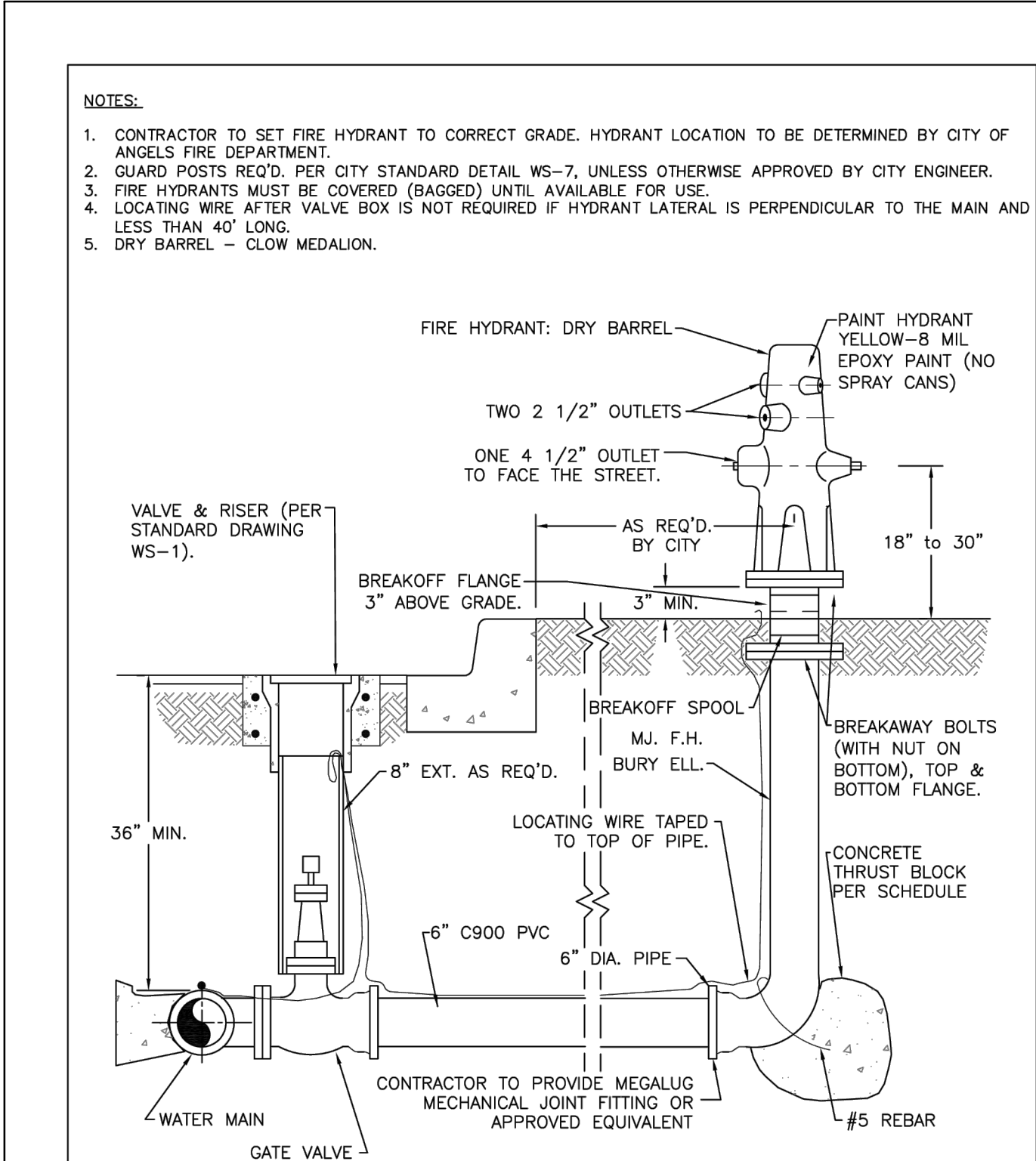
CITY OF ANGELS - STANDARD DRAWING WS-3
IN-LINE BLOW-OFF ASSEMBLY DETAIL

10
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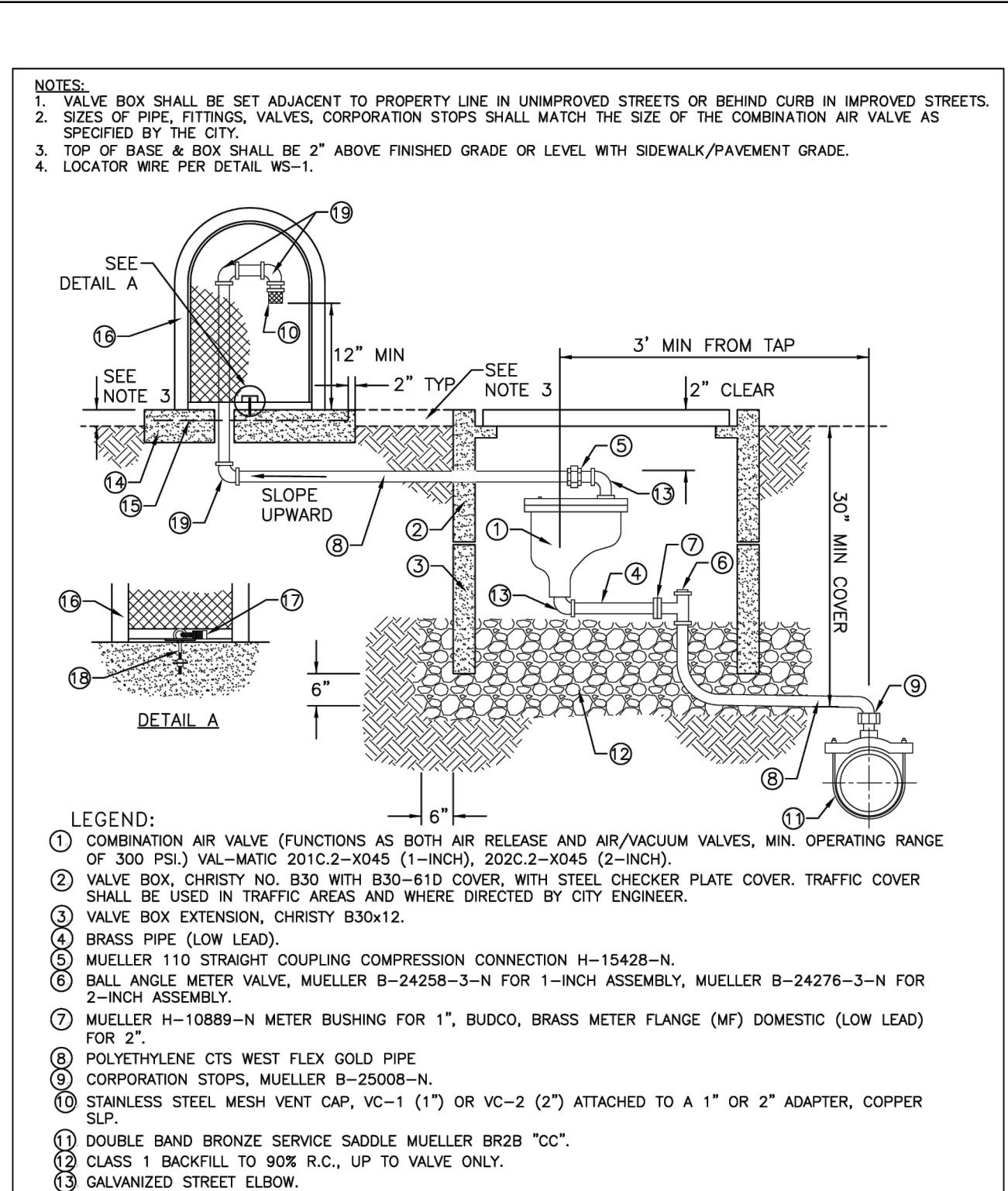
CITY OF ANGELS - STANDARD DRAWING WS-4
DEAD END BLOW-OFF ASSEMBLY DETAIL

11
TYP



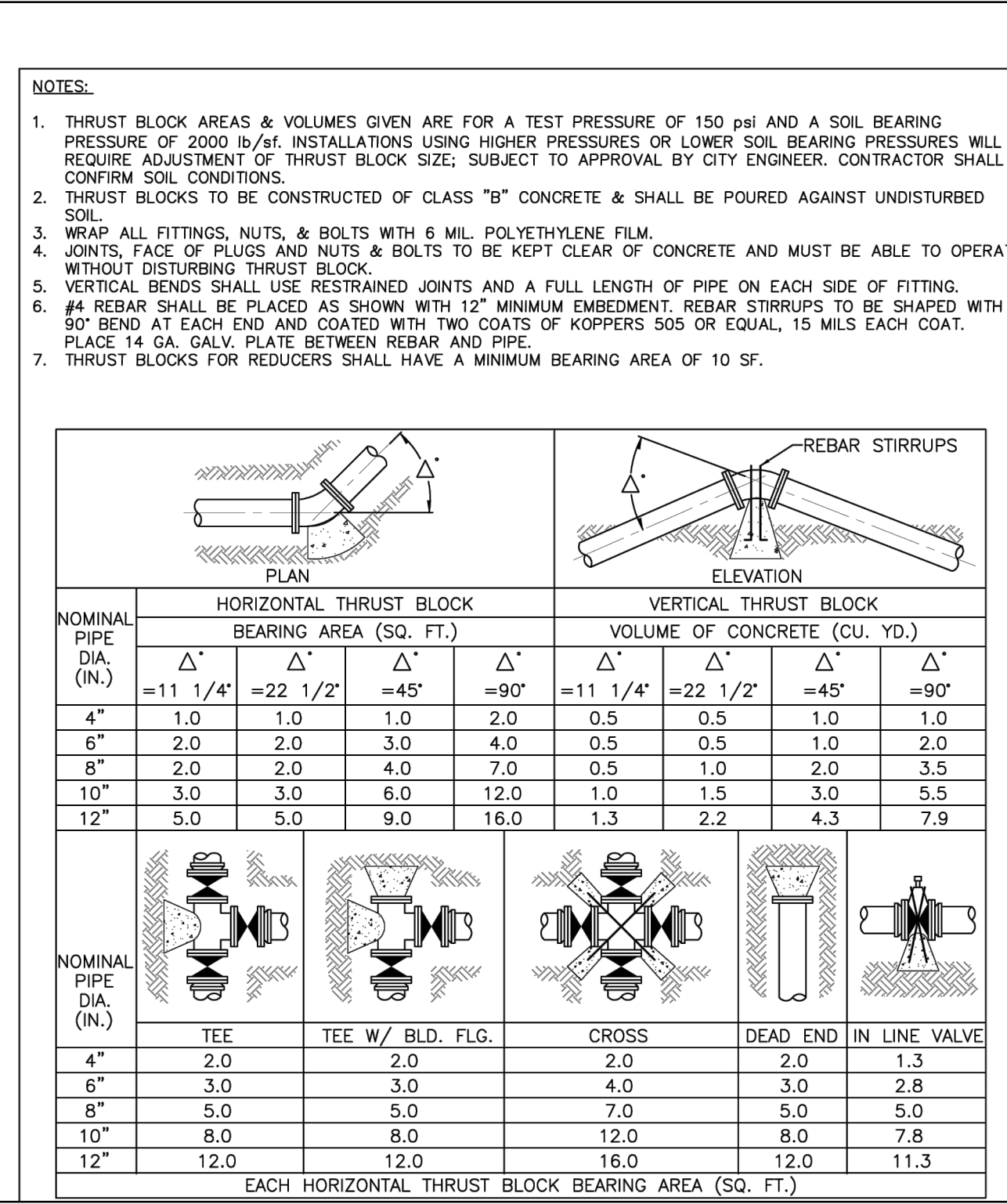
CITY OF ANGELS - STANDARD DRAWING WS-6
FIRE HYDRANT & BLOW-OFF ASSEMBLY DETAIL

12
TYP




CITY OF ANGELS - STANDARD DRAWING WS-9
AIR & VACUUM RELEASE VALVE DETAIL

13
TYP



CITY OF ANGELS - STANDARD DRAWING WS-13
THRUST BLOCK DETAIL

14
TYP



Dewberry

SHEET No. 19

Section 6, Item F.

PROFESSIONAL ENGINEER

DAVID RICHARD

No. 33479

EXP. 6/30/26

CIVIL

STATE OF CALIFORNIA

CITY OF ANGELS
DEPARTMENT OF PUBLIC WORKS
2990 CENTENNIAL ROAD
ANGELS CAMP, CA 95222

DEWBERRY

903 W CENTER STREET
MANTECA, CA 95337



CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

DATE: February 18, 2025
TO: City Council
FROM: Steve Williams, Interim City Administrator
RE: Agreement - Approving a Professional Services Agreement Extension of Time with Dewberry - Angels Camp Pedestrian & Bicycle Improvements Project.

RECOMMENDATION:

Approve a Professional Services Agreement Extension of Time with Dewberry - Angels Camp Pedestrian & Bicycle Improvements Project

BACKGROUND:

The City of Angels executed a professional services agreement with Drake Haglan & Associates in January 2017 (assigned to Dewberry Engineers Inc. 10/17/2019) for project management, reconnaissance and field surveys, preliminary engineering, environmental, community outreach, right-of way planning/engineering, and final design services for the Angels Creek Bicycle and Pedestrian Trail Project. The agreement was extended in 2022 anticipating a completion date by the end of 2024, assuming funding availability.

DISCUSSION:

The Angles Creek Bicycle and Pedestrian Trail (ACT) establishes a framework for a bicycle and pedestrian trail along Angles Creek within the City of Angels. The proposed trail is approximately 5.1 miles in length starting at the intersection of Murphys Grade Road and Highway 4 Bypass and extends south to New Melones Reservoir.

The project is being managed through a professional services agreement with Dewberry Engineers, Inc. The most recent professional services agreement for the ACT Project expired at the end of 2024.

During the 2023 and 2024 calendar years, much of the work on this project involved gaining clearances and approvals from a variety of state and federal agencies related to environmental studies. Necessary clearances and approvals have been secured. The project is now ready to move forward, however the professional services agreement with Dewberry Engineers, Inc, has expired.

A related project is the Booster Way/Vallecito Road/East Angels Sewer Replacement Project. This project is also being managed through a separate professional services agreement with Dewberry Engineers, Inc. The Booster Way/Vallecito Road/East Angles Sewer Replacement is a critical infrastructure Capital Improvement Project. The Booster Way portion of the project is complete. Dewberry has completed a preliminary set of plans for the Vallecito Road portion of the project.

Dewberry recognized that the Vallecito Road Sewer Replacement project and the ACT Project require coordination between the two Dewberry Project Managers. The expiration of the ACT Project Professional Services Agreement is preventing the Vallecito Road Project from moving forward.

Dewberry Engineers, Inc. has prepared an extension of the ACT Project Professional Services Agreement including measurable milestones to be used as a preliminary schedule. The proposed extension will expire on June 30, 2027, which is when Right-of-Way acquisitions are expected to be complete. The ACT Project is expected to continue beyond June 30, 2027.

According to Dewberry Engineers, Inc, milestone timeline, construction should begin in 2028.

The Master Agreement for City Engineering Services between the City of Angels and Dewberry Engineers, Inc. concludes on June 30, 2025, unless extended by contract amendment.

Article IV, Section C of that master agreement reads as follows:

"The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this CONTRACT, the terms of the CONTRACT shall be extended by CONTRACT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years."

FINANCIAL IMPACT:

None

ATTACHMENTS:

- 1) Dewberry Professional Services Agreement Extension



**AMENDMENT 1
TO
CONTRACT FOR PROFESSIONAL SERVICES
Dated: February 12, 2025**

This Amendment 1 to the Contract for Professional Services (“Contract”) between City of Angels and Drake Haglan Associates dated January 3, 2017, and assigned to Dewberry | Drake Haglan as of October 17, 2019, is pursuant to Article IV paragraph C of the Contract for completion of the Angels Camp Pedestrian and Bicycle Improvement Project Task Order. The Contract is hereby modified as follows:

Article IV Performance Period, Paragraph A, shall be revised to reflect a Contract end date of June 30, 2027.

This extension is to cover the time needed to complete the Pedestrian and Bicycle Improvement Project Task Order only. This Amendment is limited to that Task Order and does not otherwise affect any other agreement or task order.

CITY OF ANGELS

DEWBERRY ENGINEERS INC.

By: _____
Steve Williams
Interim City Administrator

By: _____
Dave Richard
Associate Vice President



Dewberry Engineers Inc.
11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670-6061

916.363.4210
www.dewberry.com

Section 6, Item G.

January 21, 2025

Steve Williams, City Administrator
City of Angels
PO Box 667
Angels Camp, CA 95222

Subject: Angels Camp Pedestrian & Bicycle Improvements Project – Professional Services Agreement Extension of Time

Dear Steve:

The City of Angels executed a professional services agreement with Drake Haglan & Associates in January 2017 (assigned to Dewberry Engineers Inc. 10/17/2019) for project management, reconnaissance and field surveys, preliminary engineering, environmental, community outreach, right-of-way planning/engineering, and final design services. The agreement was extended in 2022 anticipating a completion date by the end of 2024, assuming funding availability.

Considering right-of-way acquisition and permitting requirements, an updated schedule is attached with the following milestones:

- Location hydraulic studies/floodplain encroachment applications submitted to FEMA by late April 2025
- FEMA approval of floodplain encroachment by September 2025
- Preliminary design documents submitted by end of 2025
- Agency coordination complete by September 2026
- Design documents complete by June 2027
- Right-of-way acquisition complete by June 2027
- Bidding and award complete by end of 2027
- Construction begins in 2028

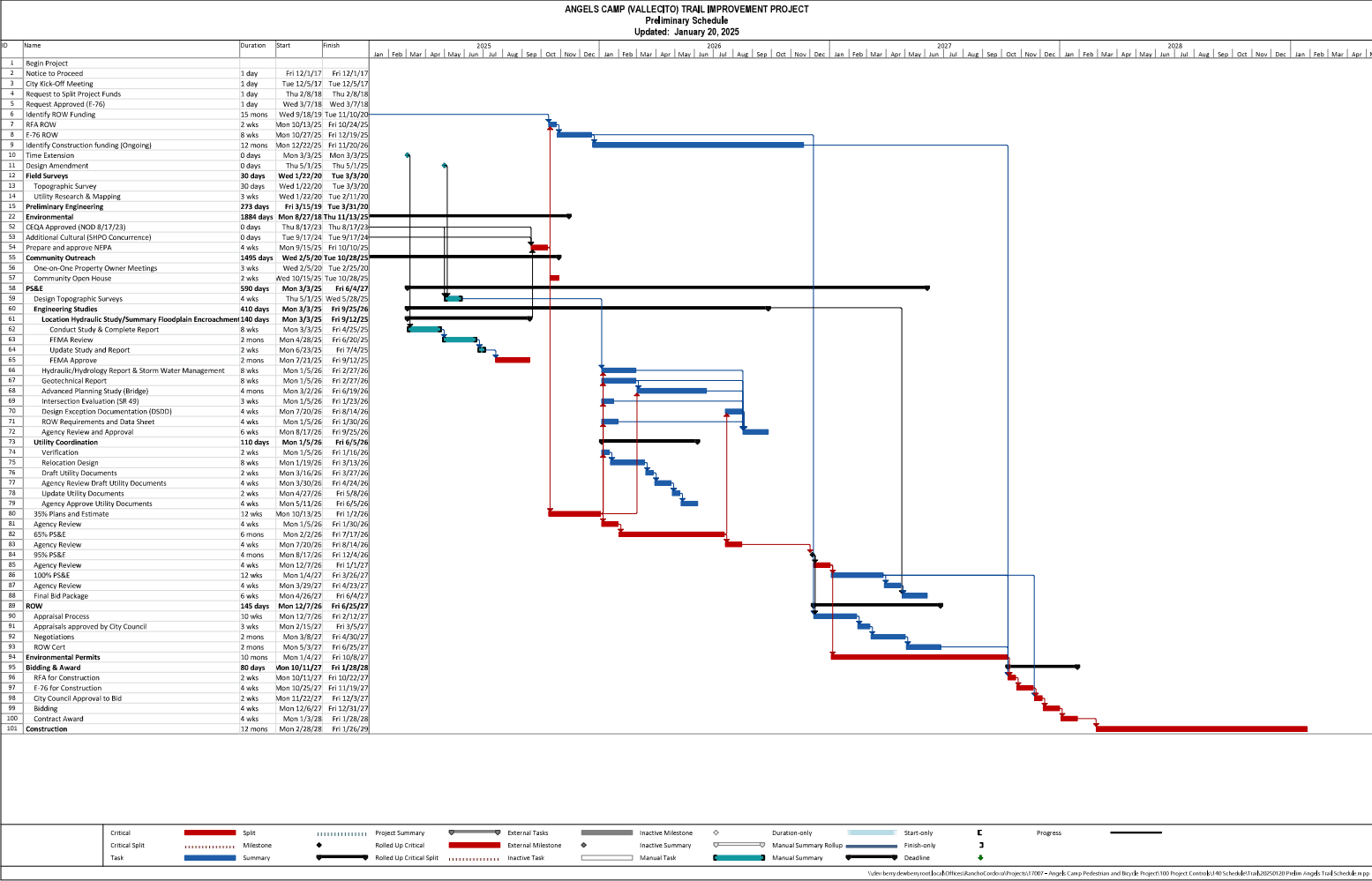
Consistent with the schedule, we are requesting an extension of the professional services agreement from December 2024 to June 30, 2027, coinciding with completion of design documents and right-of-way acquisition.

We look forward to continuing to collaborate with City staff and key stakeholders on this critical project. Please let us know if you have any questions.

Sincerely,

Dave Richard, PE
Associate Vice President

cc: Jose Silva, Dewberry





CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

DATE: February 18, 2025
TO: City Council
FROM: Steve Williams, Interim City Administrator
RE: Agreement – Approving an agreement between the City of Angels and PG&E for PG&E's use of approximately 15 acres at 2600 Highway 49, Angles Camp, CA (APN 064-003-026-000) as a temporary construction easement for a period of three years beginning July 1, 2025.

RECOMMENDATION:

Approve an agreement between the City of Angels and PG&E for PG&E's use of approximately 15 acres at 2600 Highway 49, Angles Camp, Ca (APN 064-003-026-000) as a temporary construction easement for a period of three years beginning July 1, 2025.

BACKGROUND:

In September of 2024, representative(s) from PG&E reached out to staff requesting consideration for the use of the Angles Spray Field, 2600 Highway 49, Angles Camp, Ca, as a staging area for a multi-year construction project beginning on July 1, 2025.

The parcel numbers for 2600 Highway 49 are 064-005-041-000, 064-005-027-000, 064-005-012-000, 064-005-001-000, and 064-003-026-000.

The parcels are currently leased through a non-exclusive use agreement for grazing until July 31, 2025.

DISCUSSION:

Since September of 2024, staff periodically communicated with representatives from PG&E regarding PG&E's request to use a portion of the City-owned property at 2600 Highway 49, Angles Camp, Ca as a temporary construction easement and storage area for period of three (3) years beginning July 1, 2025.

PG&E plans to upgrade some of their overhead transmission lines in the area over the course of the next three (3) years. PG&E identified the city-owned property at 2600 Highway 49, Angles Camp, Ca as an ideal location for the storage of their equipment as well as for a helicopter landing zone.

Staff met with representatives from PG&E on multiple occasions to identify an appropriate area for their use. The area identified for storage and a landing zone is depicted on Exhibit "A" of the agreement.

The City of Angels Public Works Superintendent, Chris Oflinn, worked most closely with PG&E to identify the specific area appropriate for their use. The Police Chief has concurred with the identified location specified in Exhibit A.

The property at 2600 Highway 49, Angles Camp, Ca is currently being leased to a private party through a "Grazing Agreement" with a term of July 13, 2020, through July 31, 2025. Section 5.4 of that agreement states in part, "Lessee acknowledges that this agreement only entitles Lessee to use of the Property for grazing. Lessee further acknowledges and understands that the City will be utilizing the Property for other uses, as City deems necessary."

Vegetation control is necessary on this property and the existing "Grazing agreement" accomplishes that necessity.

The currently Lessee understands that PG&E will be granted use of the area identified in Exhibit "A" of the PG&E agreement.

PG&E understands that the current Lessee uses portions of the property for cattle grazing.

PG&E will make improvements to the dirt roads which provide access from the Highway 49 entrance as well as from the Whittle Road entrance to the specified area on Exhibit "A" of the agreement.

PG&E will erect temporary fencing around the area identified in Exhibit "A" to keep cattle and others out of the storage area and landing zone.

The PG&E agreement includes a "Restoration" clause which requires PG&E to repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use upon conclusion of the agreement.

The agreement has been reviewed by City of Angles legal.

PG&E will pay the City a fee of \$1750 per month for this Temporary Construction Easement for a total amount of \$63,000 over the three (3) year term.

FINANCIAL IMPACT:

Revenue of \$63,000 to Fund 010-3000-40704-0000 over the three (3) year term.

ATTACHMENTS:

1) Temporary Construction Easement Agreement



TEMPORARY CONSTRUCTION EASEMENT

CITY OF ANGELS SEWAGE DISPOSAL SITE

(“**Property Owner**”), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**PG&E**”), a temporary construction easement (“**TCE**”) for good and valuable consideration, the receipt of which is hereby acknowledged, to be used in connection with PG&E’s Electric Transmission project (“**PG&E’s Project**”), within Property Owner’s lands which are situated in Angels Camp, County of CALAVERAS, State of California, identified as 2600 HIGHWAY 49, County Assessor’s Parcel Number 064-007-033, 064-007-003, 064-007-060 and 064-007-001 (the “**Property**”).

The activities allowed under this TCE are described as follows:

- (a) *To gravel and use for laydown and staging purposes, including the right to park vehicles, locate construction trailers, and store materials and equipment.*
- (b) *to construct and gravel a pad, and use such pad as a helicopter landing site.*
- (c) *to grade (including the necessary cuts and fills), gravel, and use existing and/or proposed road(s).*
- (d) *to park vehicles in connection with PG&E’s Project.*

The activities described above shall be within the area(s) delineated on the map attached and referred to as (“**Temporary Easement Area**”).

1. **Term.** The term of this TCE shall be for a period of 36 months commencing on 7/1/2025 and shall terminate on 6/30/2028(the “**Term**”). PG&E shall have the right, subject to the terms herein and approval of the City of Angels, to extend the Term on a month to month basis for up to Twelve(12) month(s) by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.
2. **Compensation.** PG&E shall pay Property Owner One Thousand Seven Hundred and fifty Dollars (\$1,750.00) per month for a total amount of Sixty Three Thousand Dollars (\$63,000.00) as compensation for this TCE and shall deliver the total payment after receiving a completed IRS W-9 Form and an executed copy of this TCE. If PG&E extends the Term of this TCE, PG&E shall pay Property Owner One Thousand Seven Hundred and fifty Dollars (\$1,750.00) per month for the duration of the extended Term.
3. **Exclusive Use; Access; Fencing.** During the Term of this TCE, PG&E shall have the exclusive right to use the Temporary Easement Area and the right of ingress to and egress from the Temporary Easement Area over and across the Property. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the Temporary Easement Area, and shall remove such fencing and gates at the end of the Term.
4. **Indemnification.** PG&E agrees to indemnify Property Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or

employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Property Owner's comparative negligence or willful misconduct.

5. **Compliance with Laws.** Interpretation and enforcement of this TCE shall be governed by the laws of the State of California. In exercising the rights granted under this TCE, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use. PG&E is required under State and local law to re-stabilize any disturbed project location within the Temporary Easement Area in order to control soil erosion and sediment runoff, in accordance with applicable project permits. PG&E shall have the right to access the Temporary Easement Area as reasonably necessary to allow it to meet any applicable project permit obligations after the Term.
6. **Storm Water Pollution Prevention Plan (SWPPP)** – The State of California Construction General Permit (SWPPP) requires that PG&E shall establish a uniform vegetative cover equivalent up to 70% coverage of pre-construction vegetative conditions (wood mulch or gravel is acceptable also); and shall return the Temporary Easement Area to its original line and grade and/or compacted to achieve stabilization. Property Owner understands and agrees that PG&E's establishment of a uniform vegetative cover may require PG&E to access the Temporary Easement Area upon and after the Term to perform the permit's required inspections. PG&E shall have the right to access the Temporary Easement Area to allow it to meet its State mandated obligations.
7. **Restoration.** Upon completion of PG&E's Project, PG&E shall repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use under this TCE. PG&E shall remove all personal property. PG&E shall not be responsible for removing any gravel from the Temporary Easement Area and Property Owner shall own and assume all maintenance and liability associated with the gravel.
8. **Insurance.** PG&E certifies it is insured under a major risk management program with large self-insured retentions, with the minimum amount of \$1,000,000 covering PG&E use of the Temporary Easement Area under this TCE.
9. **Representation.** Property Owner represents and warrants the Temporary Easement Area is vacant and free from any encumbrances that would interfere with PG&E's full enjoyment of this TCE.
10. **Entire Agreement.** This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This TCE may not be amended except by a written agreement.
11. **Notices.** Any notices or communications hereunder shall be in writing and shall be personally delivered, or by email transmission, or sent by first class mail, certified or registered, postage prepaid, or by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at the address or addresses listed below, or to such other address or addresses as such party may from time to time designate in writing. Notices shall be deemed received upon actual receipt or refusal of the notice by the party being sent the notice.

If to Property Owner: Steve Williams, City Administrator, 200 Monte Verda Street Angels Camp, California, 95222, stevewilliams@angelscamp.gov and (209) 736-2185

If to PG&E: Trevor LaTurner, Principal Right of Way Agent, 850 Stillwater Rd, West Sacramento CA 95605, Trevor.laturner@pge.com and 916-205-4628

12. **Authority of Signatory.** Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this TCE and all related documents.
13. **Successors, Heirs, and Assigns.** This provisions of this TCE shall inure to the benefit of and bind the successors and assigns of the respective parties.
14. **Electronic Signatures.** This TCE may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (“pdf”) version by email and such electronic signature(s) shall be deemed as original for purposes of this TCE and shall have the same force and effect as a manually executed original.
15. **Execution in Counterparts.** This TCE may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

PROPERTY OWNER:

By: _____

Name: _____

Its: _____

Date: _____

Exhibit A
2600 Hwy 49 - Sewage Disposal Site





CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

DATE: February 18, 2025
TO: Angels City Council
FROM: Steve Williams, Interim City Administrator
RE: Agreement – Approving a Side Letter with the Angels Police Officers Association for Signing and Retention Bonuses

RECOMMENDATION:

Approve a Side Letter with the Angels Police Officers Association for Signing and Retention Bonuses.

BACKGROUND:

During closed session City Council Meetings in December of 2024 and January of 2025, the City Council authorized signing and retention bonuses for Angels peace officers in an effort to enhance recruitment efforts and retain existing sworn officers.

DISCUSSION:

The City of Angles values its public safety officers. The Angles Police Department consists of a small staff of dedicated, hardworking professionals committed to delivering quality service through the creation of partnerships with the people they serve. Angles Police Department has had a difficult time recruiting qualified individuals to serve as peace officers.

The department currently has one vacancy with a second vacancy anticipated within the next several months. The current vacancy is the result of an Angles Police Officer accepting a position with another police agency. The anticipated vacancy will be the result of a service retirement.

Two vacancies in a small police department is tremendously impactful to the ability to provide full service law enforcement.

Chief Scott Ellis presented ideas to the City Administrator to enhance recruitment and retention. Among those ideas were increased signing bonuses to attract qualified individuals to the vacant positions and retention bonuses to appreciate and retain our existing peace officers.

Two levels of signing bonuses are proposed:

An entry level signing bonus in the amount of fifteen thousand dollars (\$15,000) will be offered to individuals who do not possess a California Peace Officer Standards and Training (POST) Basic Certificate.

A lateral officer signing bonus in the amount of thirty thousand dollars (\$30,000) will be offered to individuals who possess a California POST Basic Certificate.

The requirements to earn a California POST Basic Certificate included successful completion of a certified California Police Academy, completion of a POST-certified Field Training Program, and completion of a probationary period of not less than twelve (12) months.

All signing bonuses would be paid out in equal installments over the course of five (5) years with acceptable performance.

Three levels of retention bonuses are proposed.

Peace Officers who have completed between 1 – 5 years with the City of Angels = \$3,000

Peace Officers who have completed between 6 – 10 years with the City of Angels = \$5,000

Peace Officers who have completed more than 10 years with the City of Angels = \$7,000

All retention bonuses would be paid out in a single installment.

FINANCIAL IMPACT:

Signing Bonuses will be paid through available funds at the time they are needed.

Retention Bonuses will be paid through a \$23,000 transfer from the General Fund Reserve (if necessary) during the mid-year budget adjustment.

ATTACHMENTS:

1. Side Letter with the Angels Police Officers Association
2. Exhibit A – Entry Level Signing Bonus Agreement
3. Exhibit B – Lateral Officer Signing Bonus Agreement
4. Exhibit C – Retention Bonus Agreement





CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

February 11, 2025

Shannon Starr
Labor Relations Representative
Operating Engineers Local Union No. 3
3920 Lennane Drive
Sacramento, CA 95834

RE: Side Letter Agreement — Angels Camp Police Department Recruiting and Retention Issues/Bonuses

Dear Shannon:

This letter is to confirm the agreement reached between the City of Angels Camp (“City”) and the Angels Police Officers Association (“APOA”), represented by Operating Engineers Local 3 (“Union”), related to recruiting and retention difficulties within the City’s Police Department (“Department”).

Background

As we discussed, Section 7.12 of the 2021-2026 Memorandum of Understanding between the APOA and the City (“MOU”) addresses incentive and retention bonuses. It provides for a Two Thousand Five Hundred Dollar (\$2,500) bonus upon hire for entry level officers, with another \$2,500 as a retention bonus following completion of twelve (12) months of satisfactory service. Section 7.12 also provides that lateral (experienced officers) receive a \$2,500 bonus at hire, another \$2,500 bonus after completion of twelve months of satisfactory service, and a final \$5,000 bonus after completion of twenty-four (24) months of satisfactory service.

In order to address current staffing shortages, the City Council has approved increasing the amount of the recruitment bonus pay to Fifteen Thousand Dollars (\$15,000) for entry level officers and Thirty Thousand Dollars (\$30,000) for lateral police officers, to be paid over a five-year period. This bonus structure would replace and supersede any bonuses otherwise due, including bonuses under Section 7.12 of the MOU.

The City Council has further authorized a one-time appreciation/retention bonus for current officers with one (1) year or more of service, based on years of continuous service with the Department as follows: 1-5 years = \$3000; 6-10 years = \$5000; and 10+ years = \$7000. The appreciation/retention bonuses will be paid in a lump sum.

In deciding to grant the bonuses, the City has not requested concessions from the APOA. Rather, the City Council authorized the bonuses in support of the Department and as a show of appreciation for the officers’ service to the City and its citizens.

This Side Letter Agreement/Recruiting and Appreciation and Retention Bonuses (“Agreement”) serves to document the understanding between the City and the Union (collectively “the “Parties”) related to eligibility, payment, and timing of the recruitment and appreciation/retention bonuses.





CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

Side Letter Agreement/Recruiting and Appreciation Retention Bonuses

Whereas, to show appreciation for the service of current officers of the Department, and to aid in recruitment and retention of qualified officers, the City Council has determined to grant bonuses to current officers and qualified candidates who accept employment with the Department; and

Whereas, having met and conferred regarding the criteria and conditions related to the granting of the bonuses, the Parties hereby agree as follows:

1. **Effective Date.** This Agreement will become effective as of February 18, 2025 (“Effective Date”), once it has been approved and executed by all Parties and will expire June 30, 2026 (“Term”), unless terminated earlier by City as set forth in Paragraph 5.
2. **Sign-On Bonus/Entry Level Officer.** New hires into the position of Entry Level Police Officer (those who have not earned a POST Basic Certificate) and who began employment on or after December 15, 2024, shall be eligible for a Sign-On Bonus in the amount of Fifteen Thousand Dollars (\$15,000.00) in exchange for the employee accepting City’s offer of employment and remaining satisfactorily employed for a period of five (5) years (60 months). Eligible Entry Level Police Officers who meet the criteria of the Entry Level Police Officer Recruit Sign-On Bonus Agreement (attached as Exhibit A) shall be paid in accordance with the terms set forth in Exhibit A, provided the employee has executed and complied with employee’s obligations as delineated in Exhibit A.
3. **Sign-On Bonus/Lateral Police Officer.** New hires into the position of Lateral Peace Officer (those who have earned a California POST Basic Certificate and who currently work or have previously worked for a law enforcement agency certified by California POST) and who began employment on or after December 15, 2024, shall be eligible for a Sign-On Bonus in the amount of Thirty Thousand Dollars (\$30,000.00) in exchange for the Employee accepting City’s offer of employment and remaining satisfactorily employed for a period of five (5) years (60 months). Eligible Lateral Police Officers who meet the criteria of the Lateral Police Officer Recruit Sign-On Bonus Agreement (attached as Exhibit B) shall be paid in accordance with the terms set forth in Exhibit B, provided the employee has executed and complied with employee’s obligations as delineated in Exhibit B.
4. **Appreciation and Retention Bonus/Current Officers.** Officers employed by the Department who have one (1) or more years of continuous service will be eligible for a one-time bonus based on years of continuous service as an officer with the Department as of February 18, 2025, in accordance with the following schedule:
 - One (1) through Five (5) years ---- Three Thousand Dollars (\$3,000.00)
 - Six (6) through Ten (10) years ---- Five Thousand Dollars (\$5,000.00)
 - Over Ten (10) years ---- Seven Thousand Dollars (\$7,000.00)





CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

Current officers who meet the criteria of the Current Officer Appreciation and Retention Bonus Agreement (attached as Exhibit C) shall be paid in accordance with the terms set forth in Exhibit C, provided the employee has executed and complied with employee's obligations as delineated in Exhibit C.

5. **Termination Prior To Expiration.** Should City's financial condition change during the Term such that City Council, in its discretion, determines that offering Sign-On Bonuses as set forth in Paragraphs 2 and 3 of this Agreement is detrimental to City operations, City may terminate this Agreement upon thirty (30) days' notice to and after conferring with, the Union. In such case, the provisions of all individual agreements executed pursuant to this Agreement prior to the termination date shall remain in full force effect, and the provisions of Section 7.12 of the 2021-2026 MOU between the Parties will be reactivated and become operative as of the date of termination of this Agreement, and will remain so through June 30, 2026, the expiration date of the MOU.
6. **Non-Precedential Agreement.** This Agreement does not establish any precedent, nor does it interpret any employee rights under the language of any memorandum of understanding or any applicable policies and procedures of the City except as expressly stated herein.
7. **Entire Agreement.** This Agreement memorializes and constitutes the entire understanding between the Parties as to the subject matter of this Agreement and supersedes and replaces all prior representations, negotiations, proposed discussions, understandings, or agreements, whether written or oral, pertaining to the same.

If this is your understanding of the agreement reached, please sign and date as indicated below.

AGREED:
City of Angels


Michael Chimente
Mayor

Date: _____

Steve Williams
Interim City Manager

Date: _____

AGREED:
Angels Police Officers Association



Shannon Starr
OE3 Representative

Date: 2/13/25



**City of Angels/Angels Police Association
Side Letter Agreement/Recruiting and Appreciation Retention Bonuses**

EXHIBIT A

**CITY OF ANGELS
ENTRY LEVEL POLICE OFFICER RECRUIT
SIGN-ON BONUS AGREEMENT**

THIS SIGN-ON BONUS AGREEMENT ("Agreement") is made and entered into this [Date], by and between the City of Angels, a municipal corporation ("City") and [Name of Employee] ("Employee"), an individual. City and Employee may individually be referred to herein as "Party" or collectively as "Parties." There are no other parties to this Agreement.

RECITALS

- A. Employee has accepted an offer of employment with the City of Angels Police Department ("Department") and meets the City's minimum requirements for employment as an Entry Level Police Officer.
- B. The City has offered to tender Employee an Entry Level Police Officer Recruit Sign-On Bonus ("Sign-On Bonus") as an incentive for Employee to accept employment with City and to remain satisfactorily employed in the Department for at least five (5) years.
- C. Employee acknowledges that acceptance of the Sign-On Bonus is voluntary and not a condition of employment with the City.
- D. Employee recognizes and agrees that the City and the Department invest significant financial and human resources in onboarding and training new employees and, if Employee does not remain a City employee for at least five (5) years, much of that investment will be lost.

NOW, THEREFORE, in consideration of the mutual promised made between the Parties, and the resulting benefits that accrue to each, it is agreed as follows:

Section 1. Recitals. The recitals set forth above are incorporated herein by this reference and made part of this Agreement. In the event of any inconsistencies between the recitals and Sections 1 through 13 of this Agreement, Sections 1 through 13 will prevail.

Section 2. City's Obligations.

2.1 City, acting through the Department, agrees to bestow upon Employee the amount of Fifteen Thousand Dollars (\$15,000.00) as a Sign-On Bonus in exchange for the Employee accepting City's offer of employment and remaining satisfactorily employed for a period of five (5) years (60 months), as set forth in the Agreement.

[Name of Employee]

Provided Employee has complied with Employee's obligations under this Agreement, the Sign-On Bonus amount shall be paid in installments directly to Employee via regular payroll check on the first regular City payday following each event listed below:

- Installment 1 – Employee shall receive Three Thousand and 00/100's Dollars (\$3,000.00) after Employee's completion of Employee's first day of work as an Entry Level Police Officer with the Department.
- Installment 2 – Employee shall receive Three Thousand and 00/100's Dollars (\$3,000.00) upon successful completion of twenty-four (24) months of continuous employment and receipt of a satisfactory two-year performance review
- Installment 3 – Employee shall receive Three Thousand and 00/100's Dollars (\$3,000.00) upon completion of thirty-six (36) months of continuous employment and receipt of a satisfactory three-year performance review.
- Installment 4 – Employee shall receive Three Thousand and 00/100's Dollars (\$3,000.00) upon completion of forty-eight (48) months of continuous employment and receipt of a satisfactory four-year performance review
- Installment 5 – Employee shall receive Three Thousand and 00/100's Dollars (\$3,000.00) upon completion of sixty (60) months of continuous employment and receipt of a satisfactory five -year performance review.

2.2 City and Department will adhere to all relevant City and Department policies during the hiring process and in making bonus payments to Employee.

2.3 City will make all required federal and state tax deductions and will report all payments made under this Agreement as income subject to statutory deductions as required by federal and state law and as reported on the Employee's Form W-2. The Sign-On Bonus is not considered Base Salary, as set forth in the applicable Memorandum of Understanding ("MOU") or the City's Personnel Rules or any other applicable policy or practice and shall not be included for purposes of retirement benefit calculations or salary increases where applicable.

Section 3. Employee's Obligations.

3.2 Employee acknowledges and understands that Employee will be entitled to the Sign-On Bonus payments as provided in Section 2.1, provided only that Employee 1) has maintained a rating of "Meets Standards" or "Satisfactory" or above in Employee's annual performance reviews; 2) is not on any form of performance improvement plan at the time the payment is due; 3) has not been subject to discipline within three (3) months prior to time the payment is due; and 4) has been continuously employed and actively working as a police officer with the City on a regular full time basis from Employee's hire date through the date the installment payment is due. Employee further acknowledges and agrees that each installment of the Sign-On Bonus is paid to Employee as incentive for Employee's continued employment as set forth in this Agreement.

[Name of Employee]

Sign-On Bonus Agreement

Page 2

3.3 Employee understands and agrees that any tax consequences to Employee resulting from the receipt of the Sign-On Bonus, or any portion thereof, will be the sole and exclusive responsibility of the Employee.

Section 4. Agreement Provisions.

4.1. Complete Agreement. This is the entire Agreement between the City and Employee concerning the Sign-On Bonus and supersedes any City policy, regulation, ordinance or MOU relating to sign on bonuses. In deciding to sign this Agreement, Employee is not relying on any statements or promises except those found in this Agreement. This Agreement replaces any prior agreements between the City and Employee dealing with the same subject.

4.2. Severability. In the event that any one (1) or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

4.3. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the Parties.

4.4. Counterparts. This Agreement may be executed in counterparts, and all so executed shall constitute one (1) agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

4.5. Inadmissibility. This Agreement and each of its provisions, terms, and conditions are and shall continue to be inadmissible in any action or proceeding, other than an action or proceeding to construe or enforce any of the provisions, terms, or conditions of this Agreement.

Section 5. Notices. Any notice or communication required hereunder between the Parties must be in writing and may be given either personally, by email (with original forwarded by regular U.S. Mail), by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. If given by email, a notice or communication shall be deemed to have been given and received unless there is a responding email that indicates that the email was not received.

Notices transmitted by facsimile or email after 5:00 p.m. on a normal business day, or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the

[Name of Employee]

addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to Employee: ATTN: [Name and Address of Employee]

Cc: w/home address on file

If to City: City of Angels
ATTN: City Administrator
200 Monte Verde Street, Suite B
Angels Camp CA 95222

With courtesy copy to:

White Brenner LLP
1608 T Street
Sacramento, CA 95811
ATTN: Douglas L. White

Section 6. Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement, nor affect any of the rights or obligations of the Parties to this Agreement.

Section 7. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

Section 8. Strict Interpretation. This Agreement shall be interpreted in accordance with the plain meaning of its terms, and not strictly for or against either Party.

Section 9. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 10. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing Party

shall be entitled to reasonable attorneys’ fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

Section 11. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, no Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 12. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

Section 13. Venue. The venue for all legal proceedings shall be the Superior Court for the County of Calaveras in the State of California.

IT IS SO AGREED.

IN WITNESS THEREOF:

Employee

Date

Chief of Police

Date

City Administrator

Date

**City of Angels/Angels Police Association
Side Letter Agreement/Recruiting and Appreciation Retention Bonuses**

EXHIBIT B

**CITY OF ANGELS
LATERAL POLICE OFFICER
SIGN-ON BONUS AGREEMENT**

THIS SIGN-ON BONUS AGREEMENT ("Agreement") is made and entered into this [DATE], by and between the City of Angels, a municipal corporation ("City") and [NAME OF EMPLOYEE] ("Employee"), an individual. City and Employee may individually be referred to herein as "Party" or collectively as "Parties." There are no other parties to this Agreement.

RECITALS

- A. Employee has accepted an offer of employment with the City of Angels Police Department ("Department") and meets the City's minimum requirements for employment as a Lateral Police Officer, in that Employee represents that Employee:
- has not worked for the City of Angels within the last three (3) years;
 - is currently or has been previously employed elsewhere as an active-duty, full-time peace officer with a law enforcement agency certified by California POST and has earned a POST Basic Certificate.
- B. City has offered to tender Employee a Lateral Police Officer Sign-On Bonus ("Sign-On Bonus") as an incentive for Employee to accept employment with the City and to remain satisfactorily employed in the Department for least five (5) years.
- C. Employee recognizes and agrees that the costs of onboarding and training a new employee are borne by the City and, if Employee does not remain a City employee for at least five (5) years, much of that investment will be lost.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

Section 1. Recitals. The recitals set forth above are incorporated herein by this reference and made part of this Agreement. In the event of any inconsistencies between the recitals and Sections 1 through 13 of this Agreement, Sections 1 through 13 will prevail.

Section 2. City's Obligations.

2.1. City, acting through the Department, agrees to bestow upon Employee the amount of Thirty Thousand Dollars (\$30,000.00) as a Sign-On Bonus in exchange for the Employee accepting City's offer of employment and remaining satisfactorily employed for a period of five (5) years (60 months), as set forth in the Agreement.

[Name of Employee]

Provided Employee has complied with Employee's obligations under this Agreement, the Sign-On Bonus amount shall be paid in installments directly to Employee via regular payroll check on the first regular City payday following each event listed below:

- Installment 1 – Employee shall receive Six Thousand and 00/100's Dollars (\$6,000.00) after Employee's completion of Employee's first day of work as a Police Officer with the Department.
- Installment 2 – Employee shall receive Six Thousand and 00/100's Dollars (\$6,000.00) upon successful completion of twenty-four (24) months of continuous employment and receipt of a satisfactory two-year performance review.
- Installment 3 – Employee shall receive Six Thousand and 00/100's Dollars (\$6,000.00) upon completion of thirty-six (36) months of continuous employment and receipt of a satisfactory three-year performance review.
- Installment 4 – Employee shall receive Six Thousand and 00/100's Dollars (\$6,000.00) upon completion of forty-eight (48) months of continuous employment and receipt of a satisfactory four-year performance review.
- Installment 5 – Employee shall receive Six Thousand and 00/100's Dollars (\$6,000.00) upon completion of sixty (60) months of continuous employment and receipt of a satisfactory five-year performance review.

2.2. City and Department will adhere to all relevant City and Department policies during the hiring process and in making bonus payments to Employee.

2.3. City will make all required federal and state tax deductions and will report all payments made under this Agreement as income subject to statutory deductions as required by federal and state law and as reported on the Employee's Form W-2. The Sign-On Bonus is not considered Base Salary, as set forth in the applicable Memorandum of Understanding ("MOU") or the City's Personnel Rules or any other applicable policy or practice and shall not be included for purposes of retirement benefit calculations or salary increases where applicable.

Section 3. Employee's Obligations.

3.1. Employee acknowledges and understands that Employee will be entitled to the Sign-On Bonus payments as provided in Section 2.1, provided only that Employee 1) has maintained a rating of "Meets Standards" or "Satisfactory" or above in Employee's annual performance reviews; 2) is not on any form of performance improvement plan at the time the payment is due; 3) has not been subject to discipline within three (3) months prior to time the payment is due; and 4) has been continuously employed and actively working as a police officer with the City on a regular full time basis from Employee's hire date through the date the installment payment is due. Employee further acknowledges and agrees that each installment of the Sign-On Bonus is paid to Employee as incentive for Employee's continued employment as set forth in this Agreement.

[Name of Employee]

3.2. Employee understands and agrees that any tax consequences to Employee resulting from the receipt of the Sign-On Bonus, or any portion thereof, will be the sole and exclusive responsibility of the Employee.

Section 4. Agreement Provisions.

4.1. Complete Agreement. This is the entire Agreement between the City and Employee concerning the Sign-On Bonus and supersedes any City policy, regulation, ordinance, or MOU relating to sign on bonuses. In deciding to sign this Agreement, Employee is not relying on any statements or promises except those found in this Agreement. This Agreement replaces any prior agreements between the City and Employee dealing with the same subject.

4.2. Severability. In the event that any one (1) or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

4.3. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the Parties.

4.4. Counterparts. This Agreement may be executed in counterparts, and all so executed shall constitute one (1) agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

4.5. Inadmissibility. This Agreement and each of its provisions, terms, and conditions are and shall continue to be inadmissible in any action or proceeding, other than an action or proceeding to construe or enforce any of the provisions, terms, or conditions of this Agreement.

Section 5. Notices. Any notice or communication required hereunder between the Parties must be in writing and may be given either personally, by email (with original forwarded by regular U.S. Mail), by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. If given by email, a notice or communication shall be deemed to have been given and received unless there is a responding email that indicates that the email was not received.

Notices transmitted by facsimile or email after 5:00 p.m. on a normal business day, or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the

[Name of Employee]

addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to Employee: ATTN: [Name and Address of Employee]

If to City: City of Angels
 ATTN: City Administrator
 200 Monte Verde Street, Suite B
 Angels Camp, CA 95222

With courtesy copy to: White Brenner LLP
 1608 T Street
 Sacramento, CA 95811
 ATTN: Douglas L. White

Section 6. Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement, nor affect any of the rights or obligations of the Parties to this Agreement.

Section 7. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

Section 8. Strict Interpretation. This Agreement shall be interpreted in accordance with the plain meaning of its terms, and not strictly for or against either Party.

Section 9. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 10. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs, which may be set by the court in the same

[Name of Employee]

action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

Section 11. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, no Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 12. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

Section 13. Venue. The venue for all legal proceedings shall be the Superior Court for the County of Calaveras in the State of California.

IT IS SO AGREED.

IN WITNESS THEREOF:

Employee

Date

Chief of Police

Date

City Administrator

Date

**City of Angels/Angels Police Association
Side Letter Agreement/Recruiting and Appreciation Retention Bonuses**

EXHIBIT C

**CITY OF ANGELS
POLICE OFFICER
APPRECIATION AND RETENTION BONUS AGREEMENT**

THIS APPRECIATION AND RETENTION BONUS AGREEMENT (“Agreement”) is made and entered into this [DATE], by and between the City of Angels, a municipal corporation (“City”) and [NAME OF EMPLOYEE] (“Employee”), an individual. City and Employee may individually be referred to herein as “Party” or collectively as “Parties.” There are no other parties to this Agreement.

RECITALS

- A. The City Council authorized a one-time bonus to be paid to currently employed eligible officers (those with at least one (1) year of continuous employment with the Department as of February 18, 2025) in appreciation of and as an incentive to continue to serve the citizens of the City, to be based on years of continuous service.
- B. Employee began employment with City on [DATE] and has continuously served as an active-duty, full-time police officer with the City of Angles Police Department (“Department”) for one (1) or more years.
- C. In appreciation for Employee’s service and loyalty to the Department, and as an incentive to encourage Employee to continue to remain satisfactorily employed in the Department, City has offered to tender Employee a Lateral Police Officer Appreciation and Retention Bonus (“Bonus”).

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

Section 1. Recitals. The recitals set forth above are incorporated herein by this reference and made part of this Agreement. In the event of any inconsistencies between the recitals and Sections 1 through 13 of this Agreement, Sections 1 through 13 will prevail.

Section 2. City’s Obligations.

2.1. City, acting through the Department, has agreed to tender a one-time bonus to officers who have been continually employed as active duty, full-time officers with the Department for at least one year as of February 18, 2025. Levels of payment will be based on length of continuous service as of February 18, 2025, as follows:

[Name of Employee]

Appreciation and Retention Bonus Agreement

Page 1

Years of Continuous Service	Bonus Amount
Level One: One (1) through Five (5) years	Three Thousand Dollars (\$3,000.00)
Level Two: Six (6) through Ten (10) years	Five Thousand Dollars (\$5,000.00)
Level Three: Over Ten (10) years	Seven Thousand Dollars (\$7,000.00)

2.2 Based on Employee's hire date, Employee is eligible for a Level [One, Two or Three] Bonus and shall be the gross amount of [indicate correct amount: Three Thousand Dollars (\$3,000.00) or Five Thousand Dollars (\$5,000.00) or Seven Thousand Dollars (\$7,000.000)] Bonuses shall be paid on the first regular payday following ratification and approval of the Side Letter Agreement/Recruiting and Appreciation Retention Bonuses between the City and the Angels Police Officers Association.

2.3. Employee understands that City will make all required federal and state tax deductions and will report all payments made under this Agreement as income subject to statutory deductions as required by federal and state law and as reported on the Employee's Form W-2. The bonus is not considered Base Salary, as set forth in the applicable Memorandum of Understanding ("MOU") or the City's Personnel Rules or any other applicable policy or practice and shall not be included for purposes of retirement benefit calculations or salary increases where applicable.

Section 3. Employee's Obligations.

3.1. Employee acknowledges and understands that Employee will be entitled to the bonus payment as provided in Section 2.1, provided only that Employee 1) has maintained a rating of "Meets Standards" or "Satisfactory" or above in Employee's annual performance reviews; 2) is not on any form of performance improvement plan at the time the payment is due; and 3) has not been subject to discipline within three (3) months prior to time the payment is due.

3.2. Employee understands and agrees that any tax consequences to Employee resulting from the receipt of the Sign-On Bonus, or any portion thereof, will be the sole and exclusive responsibility of the Employee.

Section 4. Agreement Provisions.

4.1. Complete Agreement. This is the entire Agreement between the City and Employee concerning the Bonus and supersedes any City policy, regulation, ordinance, or MOU relating to bonuses. In deciding to sign this Agreement, Employee is not relying on any statements or promises except those found in this Agreement. This Agreement replaces any prior agreements between the City and Employee dealing with the same subject.

4.2. Severability. In the event that any one (1) or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or

[Name of Employee]

Appreciation and Retention Bonus Agreement

sections of this Agreement, which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

4.3. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the Parties.

4.4. Counterparts. This Agreement may be executed in counterparts, and all so executed shall constitute one (1) agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

4.5. Inadmissibility. This Agreement and each of its provisions, terms, and conditions are and shall continue to be inadmissible in any action or proceeding, other than an action or proceeding to construe or enforce any of the provisions, terms, or conditions of this Agreement.

Section 5. Notices. Any notice or communication required hereunder between the Parties must be in writing and may be given either personally, by email (with original forwarded by regular U.S. Mail), by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. If given by email, a notice or communication shall be deemed to have been given and received unless there is a responding email that indicates that the email was not received.

Notices transmitted by facsimile or email after 5:00 p.m. on a normal business day, or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to Employee: ATTN: [Name and Address of Employee]

If to City: City of Angels
ATTN: City Administrator

[Name of Employee]
Appreciation and Retention Bonus Agreement
Page 3

200 Monte Verde Street, Suite B
Angels Camp, CA 95222

With courtesy copy to: White Brenner LLP
1608 T Street
Sacramento, CA 95811
ATTN: Douglas L. White

Section 6. Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement, nor affect any of the rights or obligations of the Parties to this Agreement.

Section 7. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

Section 8. Strict Interpretation. This Agreement shall be interpreted in accordance with the plain meaning of its terms, and not strictly for or against either Party.

Section 9. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 10. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

Section 11. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, no Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 12. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

[Name of Employee]

Appreciation and Retention Bonus Agreement

Page 4

Section 13. Venue. The venue for all legal proceedings shall be the Superior Court for the County of Calaveras in the State of California.

IT IS SO AGREED.

IN WITNESS THEREOF:

Employee

Date

Chief of Police

Date

City Administrator

Date



CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

DATE: February 4, 2025
TO: City Council
FROM: Steve Williams, Interim City Administrator
RE: Agreement – Amend an Employment Agreement Between the City of Angels and Pamela Caronongan for the Position of City Administrator

RECOMMENDATION:

Approve an Amended Employment Agreement Between the City of Angels and Pamela Caronongan for the Position of City Administrator

BACKGROUND:

An employment agreement between the City of Angels and Pamela Caronongan for the position of City Administrator was approved by the Angels City Council during the February 4, 2025, regular City Council meeting.

DISCUSSION:

On Monday, February 10, 2025, staff received an email from Pamela Caronongan asking to amend the start date of her employment agreement from March 3, 2025, to February 23, 2025.

Staff worked with the legal team to draft an amended employment agreement changing the employment start date to February 23, 2025.

FINANCIAL IMPACT:

The position is fully funded within the FY24-25 budget. No additional funding is necessary.

ATTACHMENTS:

- 1) Amended Employment Agreement – Pamela Caronongan

EMPLOYMENT AGREEMENT CITY ADMINISTRATOR

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Angels, a California municipal corporation ("City"), and Pamela Caronongan, an individual ("Employee"). City and Employee may individually be referred to herein as "Party" or collectively as "Parties." There are no other parties to this Agreement.

RECITALS

A. City requires the immediate services of a person with proven executive and administrative qualifications to fill the position of City Administrator ("City Administrator").

B. City, acting by and through the City of Angels City Council ("City Council") has evaluated Employee's knowledge, experience, administrative skills and abilities, and desires to hire and appoint Employee as City Administrator pursuant to the terms of this Agreement.

C. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of California Government Code sections 53260 and 36506.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above ("Recitals") are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the Recitals and Sections 1 through 14 of this Agreement, Sections 1 through 14 will prevail.

Section 2. Effective Date. This Agreement shall become effective once executed by both the City and Employee ("Effective Date").

Section 3. Appointment of City Administrator, Duties and Term.

3.1. Appointment of City Administrator and Duties. Commencing February 24, 2025 ("Start Date"), Employee shall serve as City Administrator of City and shall be vested with the powers, duties, and responsibilities set forth in Chapter 2.08 of the Angels Municipal Code ("MC"), the City Administrator Job Description, the City Personnel Policy, Rules and Regulations (as may be amended from time to time) and under applicable California law. Employee shall further perform the functions and duties specified under the laws of the State of California, the MC, the then current ordinances and resolutions of the City, and such other duties and functions as the City Council may from time-to-time assign. The City Council may also designate Employee as the chief executive of other City-related legal entities, such as a redevelopment agency, financing authorities, or joint powers authorities.

3.2. Employee's Obligations. Employee agrees that Employee will comply with any and all City policies or requirements regarding background checks and/or fitness for duty examinations as soon as reasonably possible. Employee further agrees to comply with all other applicable laws, ordinances, regulations, and City rules and policies. Employee further agrees that Employee shall devote Employee's productive time, abilities, and attention as necessary to the full accomplishment of Employee's duties and the City's business needs. Accordingly, Employee shall not hold secondary employment or engage in activities which conflict with, or present the appearance or possibility of conflicting with, City's legitimate business interests. As such, Employee agrees that Employee will notify the City Council in writing if Employee wishes to accept secondary employment sufficiently in advance to allow the City Council to determine whether there is the appearance of, or an actual conflict or potential conflict with the satisfactory performance of Employee's duties and/or the best interest of the City. Should the City Council make such a determination, Employee agrees that Employee will forgo the proposed secondary employment. Notwithstanding the foregoing, Employee shall have the right to volunteer for such nonprofit organizations as Employee may see fit, provided that such volunteer services shall not interfere with Employee's duties on behalf of the City.

Employee's initial duties shall be as shown in the job description attached as **Exhibit A**. Employee shall perform Employee's duties and responsibilities under this Agreement pursuant to the laws of the State of California and applicable City municipal codes and resolutions. Employee understands that Employee's duties may be amended from time to time by the City, as necessary to meet the City's needs. No modification or change in Employee's responsibilities, duties or position shall otherwise change or revoke any other provision of this Agreement.

3.3. Exempt Employee. The general business hours for City employees are Monday through Friday, 8:00 a.m. to 5:00 p.m. However, it is recognized by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C., § 201 et seq.). As such, Employee acknowledges that Employee shall not receive overtime or extra compensation for hours worked outside of the City's general business hours which are necessary to fulfill the duties of the City Administrator's position, unless otherwise provided in this Agreement.

3.4. Hours of Work. The position of City Administrator is an exempt position. As such, Employee shall not have set hours of work, as the City Administrator is expected to be reasonably available at all times and work such hours as may be necessary to the full accomplishment of Employee's duties. Employee shall spend as much time at City offices during regular business hours as is possible given Employee's other job responsibilities such as inter-agency and offsite meetings, advocacy and representation of the City, professional development, and other official duties. Employee's schedule shall be arranged to meet the needs of the City and to allow Employee to satisfactorily perform Employee's duties and responsibilities.

It is recognized that the City Administrator must devote additional time outside normal office hours to the business of the City, and to that end, Employee's work schedules each day and week shall vary in accordance with the work required to be performed. Employee's performance will be evaluated on accomplishments, not hours worked. For purposes of utilizing

leave balances, Employee's work schedule shall be based upon a forty (40) hour work week, not an eight (8) hour day.

3.5 Term. The initial term of this Agreement shall be for three (3) years commencing on the Start Date and shall continue through February 23, 2028, unless terminated earlier by either Employee or the City in accordance with the provisions of Section 10 of this Agreement, or as required by law ("Term"). The City Council in its sole discretion may elect to extend this Agreement from time to time in increments of at least one (1) year. No later than three (3) months prior to the expiration of the Term, Council shall provide written notice to Employee as to whether the Council intends to extend the Term. If no notice of intent to terminate is provided, the Agreement shall continue for an additional one-year period.

Section 4. At-Will Employment.

4.1. At Will. Employee is an at-will employee serving at the pleasure of the City Council, with no set duration of employment, as provided in Government Code section 36506. Accordingly, as set forth in Section 10 of this Agreement, Employee's employment may be terminated by either Party to this Agreement at any time, with or without cause. No modification or change of Employee's position, responsibilities, duties, compensation, benefits and/or job description shall otherwise modify, change or revoke any provision of this Employment Agreement, or Employee's status as an at-will employee.

Unless otherwise specified in this Agreement, Employee shall be bound by all the policies, rules, and regulations of City now in force and effect applicable to Employee's position, and by all such other applicable policies, rules and regulations as may be hereafter implemented and called to Employee's notice and will faithfully observe and abide by the same. No such policy, rule or regulation shall alter, modify or revoke Employee's status as an at-will employee or any other provision of this Agreement.

4.2. No Property Right in Employment. Employee understands and agrees that the terms of Employee's employment are governed solely by this Agreement. Employee further understands and agrees that this Agreement does not confer a right of employment for any specified term and that Employee is not entitled to pre-or-post disciplinary action due process for any disciplinary action, including termination under the City's personnel policies, regulations, ordinances, rules or any Memorandum of Understanding.

Section 5. Compensation and Evaluations.

5.1. Base Salary. City agrees to pay Employee an annual salary ("Base Salary"), as set by the City's current Salary Plan at City Administrator, Step 1, in the amount of One Hundred Fifty-Three Thousand One Hundred Ninety-Three Dollars (\$153,193.00). Employee's Base Salary shall be payable in installments at the same time that the other City employees are paid. Employee shall be eligible for salary increases annually, as determined by the City Council per MC section 2.08.020, and any applicable City policy.

Employee acknowledges that the Base Salary may be subject to a pro-rata decrease should Council adopt an unpaid Mandatory Furlough Plan applicable to other similarly situated full time exempt employees as a budgetary measure.

5.2. Review and Evaluation. The City Council will review and evaluate Employee's performance as City Administrator after completion of three (3) months and again after completion of six (6) months of employment and provide Employee with a written performance review. Thereafter, City Council will review and evaluate Employee's performance annually and at other times the Council deems appropriate in its discretion. The Council may also provide other increases in salary and/or benefits as they deem appropriate based on Employee's performance, which will not require an amendment of this Agreement.

5.3. Benefits. Unless otherwise specified in this Agreement, Employee will be eligible for the benefits provided in the following identified sections of the City of Angels Exempt Employees Memorandum of Understanding 2024-2027 ("MOU"), in accordance with the provisions of the sections listed below to the extent these sections vest authority in a Department Head, City Manager or designee, authority shall vest to the Mayor or other Council member designated by City Council.

- A. Section 14-Management Leave;
- B. Section 15-Holidays;
- C. Section 16-Allowance;
- D. Section 17-Sick Leave;
- E. Section 18-Bereavement Leave;
- F. Section 19-Other Leaves of Absence;
- G. Section 20-Break in Service;
- H. Section 21A-Medical, Dental, Vision Insurance;
- I. Section 21B-Life and Long-term Disability;
- J. Section 21D-Public Employees Retirement System (P.E.R.S.);
- K. Section 22-Longevity Pay;
- L. Section 23-Tuition Reimbursement; and
- M. Section 24-Cell Phone Reimbursement.

A copy of the MOU is attached to this Agreement as **Exhibit B**. Employee acknowledges that the level of benefits and/or the portion of premiums paid by the City is subject to change and that benefits under this Agreement as set forth in the MOU may be modified. In the event a successor MOU includes a change to any of the sections enumerated above, the City Council shall, in its discretion, determine the extent to which such changes are applicable to Employee. Employee will be entitled to other leaves or benefits as required by law or for which Employee may be eligible under City's Personnel Rules.

Employee further acknowledges that all benefits to which Employee may be entitled shall be accrued and administered in accordance with applicable City Personnel Rules, policies and regulations, or MOU which City deems applicable by its terms to Employee's position as City Administrator.

Section 6. Automobile Expenses. If it is necessary for Employee to use a personal vehicle for City business and City-related business, such as conferences and meetings, Employee shall be reimbursed at the then current allowable IRS mileage rate. Employee shall be responsible for paying the cost of liability, property, damage and comprehensive insurance in conformance with policy as may be established by the Risk Management Authority. Employee shall have the City named as an additional insured on any insurance policy Employee maintains on automobiles used while travelling for City business.

Section 7. General Expenses. City recognizes that certain job-related expenses will be incurred by Employee and City hereby agrees to reimburse or to pay said general expenses in accordance with MC section 2.08.100 and City policies. The Finance Director, or designee, is hereby authorized to disburse such monies upon receipt of duly executed invoices, petty cash vouchers, receipts, statements, or other appropriate documentation.

City further recognizes that in accepting employment with City, Employee will incur relocation expenses. City agrees to reimburse Employee for such expenses in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00), provided Employee presents proof of expenses in accordance with this Section 7. Employee understands and agrees that Employee's failure to remain employed through February 23, 2026, due to Employee quitting, retiring, or otherwise voluntarily ending Employee's employment, or as a result of termination for cause as defined in Section 10.5, will trigger Employee's duty to repay all sums City has reimbursed to Employee as relocation expenses. Employee understands and agrees that repayment shall be made to City within three (3) months of Employee's last day of employment, and that Employee's obligation under this this Section 7 shall survive termination of this Agreement.

Section 8. Dues and Subscriptions. City agrees to budget and pay for the professional dues and subscriptions of Employee, as needed for the continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of the City, including, but not limited to, League of California Cities (LCC) and the International City/County Management Association (ICMA), subject to the terms set forth in Section 7 of the Agreement.

Section 9. Professional Development.

9.1 Travel Expenses. City hereby agrees to budget and pay for travel and subsistence expenses of Employee for necessary professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for City, subject to the terms set forth in Section 7 of this Agreement and provided Employee seeks prior authorization for such expenses from the Council.

9.2 Courses and Seminars. City also agrees to pay for the cost of enrollment, tuition, fees, travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for Employee's professional development and for the good of the City, subject to the terms set forth in Section 7 of this Agreement and provided that Employee seeks prior approval from the Council for such expenses.

Section 10. Termination of Employment and Severance.

10.1 Voluntary Resignation. Employee may resign at any time and agrees to give the City at least thirty (30) calendar days' advance written notice of the effective date of the Employee's resignation, unless the Parties otherwise agree in writing. If the Employee retires from full-time public service with the City, the Employee shall provide ninety (90) calendar days' advance written notice. The Employee's actual retirement date will be mutually established between the Parties. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation or retirement, the City shall pay to Employee all salary and benefit amounts accrued and owing under this Agreement.

10.2 Termination by City Council. City and Employee intend that the provisions of Section 10 of this Agreement shall control the process whereby Employee's employment may be terminated. Accordingly, the Parties hereby voluntarily waive the provisions of MC 2.08.130 relating to removal/dismissal of Employee and agree that the provisions of Section 10 of this Agreement shall govern termination of Employee's employment.

The City may, with or without cause, terminate this Agreement and Employee's employment with the City at any time. The removal of Employee as City Administrator shall be effected by a majority vote of the whole Council as then constituted, convened in a regular Council meeting. Employee shall be provided a written notice setting forth the reasons for such termination. City shall tender Employee all final wages due and owing as well as accrued and unused vacation and management leave through the termination date within a reasonable time, in accordance with standard City practice and this Agreement.

10.3 Termination Without Good Cause/Severance. If City terminates Employee's employment and this Agreement without good cause as defined in Paragraph 10.5 below, Employee shall no longer be entitled to accrue any pay, other compensation of any sort, or benefits after the date of termination. If City terminates Employee's employment and this Agreement without good cause, as defined in Paragraph 10.5 below, within the first year of Employee's employment as City Administrator, City shall pay severance to Employee in an amount equal to six (6) months of Employee's then current Base Salary. If City terminates Employee's employment and this Agreement without good cause, as defined in Paragraph 10.5 below, after Employee has been employed as City Administrator for one (1) year, City shall pay severance to Employee in an amount equal to nine (9) months of Employee's then current Base Salary. Severance under this Agreement shall be conditioned upon: 1) Employee's having been continuously actively employed from the Start Date through the date Employee's employment is terminated; and 2) Employee's execution of a general release of claims in favor of the City in a form acceptable to the City. Severance shall be paid at Council's discretion either in a single lump sum or in equal installments on regular City paydays over nine (9) months' time, or such other time frame as the Parties agree upon.

Any cash settlement related to the termination of this Agreement received by Employee from City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of Employee's office or position while employed with City, pursuant to Government Code Section 53243.2. In the event City terminates this Agreement, Employee shall

be entitled to continued medical and dental benefits at Employee's cost pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA").

10.4 Termination for Good Cause. If Employee is terminated for good cause as defined in Paragraph 10.5 below, Employee shall not be entitled to any severance whatsoever and City shall have no obligation to Employee beyond payment of all wages, including accrued and unused vacation due and owing for all hours worked as of Employee's last day of employment and any other obligation which City may be required to provide under federal or state law.

In the event Employee is terminated by the City Council for misconduct which has been publicly disclosed and could stigmatize Employee's reputation or impair Employee's ability to earn a living, Employee may, within ten (10) calendar days, make a written request for a "name-clearing" hearing (as described in *Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 340, and its progeny) before the City Council. Any such "name-clearing" hearing will be held solely to provide Employee an opportunity to clear Employee's name. The City Council shall use its sole discretion and its action shall be final and shall not depend upon any particular showing or degree of proof at the hearing; the purpose of which is solely to allow Employee to present Employee's grounds of opposition to the allegations in the notice of termination.

The City Council may determine whether the allegations in the notice of termination are supported. If the City Council determines that the allegations are not supported, a decision shall be issued to reflect that the Employee's termination was without fault. Such a decision, however, will not require that Employee be reinstated. The hearing shall take place at a regularly scheduled City Council meeting and held in accordance with the City's standard practice and any applicable provisions of state law. The decision whether to terminate the City Administrator shall be made by a majority vote of the whole City Council as then constituted in closed session and reported out of closed session as required by the California Government Code.

10.5 Good Cause - Defined.

"Good Cause," for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Disclosing confidential information of City;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties described in this Agreement;
5. Mismanagement;
6. Failure to perform duties to the standard set by the City;

7. Any conduct which violates the City's Personnel Rules, or other City policies, rules, or regulations for which a City employee may be terminated;
8. Repeated and protracted unexcused absences from the City Administrator's office and duties;
9. Willful destruction or misuse of City property;
10. Conduct that in any way has a direct, substantial, and adverse effect on the City's reputation;
11. Willful violation of federal, state, or City discrimination laws;
12. Substance abuse which adversely affects the performance of Employee's duties as City Administrator and/or reporting to work while under the influence of alcohol or any drug (whether or not Employee has a valid prescription) which impairs, or has the potential to impair, Employee in the performance of Employee's duties;
13. Refusal to take or subscribe any oath or affirmation which is required by law;
14. Employee's disability that renders Employee unable to perform the essential functions of Employee's job, which the City is unable to reasonably accommodate without placing an undue burden on City business operations; or Employee's sickness, illness, injury, or mental or physical incapacity for a period exceeding Employee's unused vacation and sick leave or other legally protected time off;
15. Dishonesty;
16. Discourteous treatment of the public or other employees;
17. Death of Employee;
18. Engaging in other employment or activities which conflict with, or present the appearance or possibility of conflicting with, City's legitimate business interests; and
19. Failure to comply with any of Employee's obligations as set forth in this Agreement.

Notwithstanding any provision in this Agreement to the contrary, the City Council may place Employee on investigatory leave with or without pay at any time during the Term of this Agreement. However, pursuant to Government Code Section 53243, Employee shall fully reimburse City for any pay provided for that purpose if Employee is convicted of a crime involving an abuse of Employee's office or position.

Section 11. Indemnification. City shall defend, hold harmless and indemnify Employee against any tort, personnel, civil rights or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator in accordance with California's Tort Claims Act (Government Code section 825 et seq.), and shall provide a defense to Employee in accordance with Government Code sections 995 through 996.5. The City may decline to defend or indemnify Employee only as permitted by the Government Code. City may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment; provided, however, that the City's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event City provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243 through 53243.4.

Section 12. Bonding. City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 13. Notices. Any notice or communication required hereunder between City and Employee must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Angels
 ATTN: City Clerk
 P.O. Box 667
 200 Monte Verde Street, Ste. B
 Angels Camp, California 95222

and White Brenner LLP
 ATTN: Douglas L. White
 1608 T Street

Sacramento, California 95811

If to Employee: Pamela Caronongan
 P.O. Box 667
 200 Monte Verde Street, Ste. B
 Angels Camp, California 95222
w/cc: to home address on file with City Administrative Services

Section 14. General Provisions.

14.1 Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the City and Employee.

14.2 Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

14.3 Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any Section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

14.4 Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

14.5 Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any Section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

14.6 Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

14.7 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

14.8 Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver

of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

14.9 Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute one (1) agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

14.10 Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Calaveras.

14.11 Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret Sections of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Employee and City as of the date of the Agreement set forth above.

CITY:

City of Angels Camp, a California
Municipal Corporation

By: _____
Michael Chimento, Mayor

Date: _____

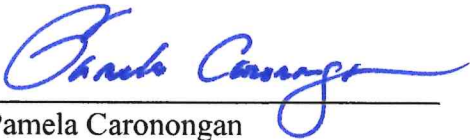
Approved as to Form and Content:

By: _____
Douglas White, City Attorney

Date: _____

EMPLOYEE:

Pamela Caronongan


Pamela Caronongan

Date: _____

Exhibit A
City Administrator Job Description

Exhibit B
City of Angels Exempt Employee MOU
2024-2027

.39th District Agricultural Association
Calaveras County Fair & Jumping Frog Jubilee
PO Box 489, Angels Camp CA 95222
209-736-2561 ... 209-736-2476 ... Frogtown.org



February 12, 2025

City of Angels Camp
Honorable Mayor Mike Chimento
PO Box 667
Angels Camp, CA 95222

Dear Mayor Chimento,

I am writing on behalf of the Calaveras County Fair & Jumping Frog Jubilee regarding the upcoming 2025 Youth Parade. It is our understanding that Caltrans will waive the permit fees for the event. As in past years, the parade route will go through historic downtown Angels Camp. This year, the parade is scheduled for **Thursday, May 14, 2025**. Soroptimist International of Calaveras County has graciously agreed to assist in facilitating the event. We will include the City's release of liability in the entry process, and I have submitted the event application via email.

Additionally, as part of the fair's traditions, we would like to display the **Calaveras County Fair & Jumping Frog Jubilee** banner welcoming visitors, as well as the **Miners Wash** clotheslines in historic downtown Angels Camp. The requested display period for these items is **May 4 through May 18, 2025**. I have also submitted the necessary application to the City via email.

The Fairgrounds will take the following steps to support these efforts:

1. Provide additional signage.
2. Collaborate with local merchants to utilize reader boards.
3. Walk through the historic area to provide thank-you letters and complimentary fair passes.

4. Provide insurance coverage.
5. Assist the City in facilitating a “Release of Liability.”
6. Coordinate with Sierra Pacific Industries regarding road closures and logging truck routes.

We respectfully request that the City of Angels Camp become a **partner** in these efforts and **waive any associated fees** for hanging banners, the Miners Wash display, and the parade.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

Laurie Giannini

Laurie Giannini
CEO-Fair Manager

CC: City Manager
39th District Agricultural Association Board of Directors
Karen Varni

February 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 City Council Meeting *CountyBOS Monument Ribbon Cutting 10AM	5 COG	6	7	8
9	10	11	12	13 FERC Com 3:00 Planning Com 5:30	14 Avellino Ribbon Cut 4:00pm RSVP by 2/12	15
16	17	18 City Council Meeting BEHIEL GONE	19 COG TAC (cancelled) IRWMA	20 CSEDD	21	22
23	24	25 UWPA – MOVE NO DATE SET	26	27	28	

LEAGUE OF CITIES City managers Conference Feb 5-7, 2025

CSEDD: R: Chimento, A: Broglio
 COG: R: Behiel & Schirato A: Broglio
 CPPA: R: Chimento, A: Broglio
 LAFCO: R: Behiel & Moncada A: Chimento
 SOLID WASTE TASK FORCE: R: Broglio, A: Chimento
 UWPA: R: Broglio & Schirato, A: Chimento

COG TAC – City Administrator
 IRWMA - PW SUPERINTENDENT / CITY
 ADMINISTRATOR

March 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 City Council Meeting MONCADA OUT	5 COG	6	7	8
9	10	11	12	13 Planning Com 5:30	14	15
16	17 LAFCO	18 City Council Meeting	19 COG TAC IRWMA	20	21	22
23	24	25 UWPA	26	27	28	29
30	31					

LEAGUE OF CITIES Planning Commissioners Academy March 5-7, 2025, Public Works Officers Institute March 19-21, 2025

CSEDD: R: Chimento, A: Broglio
 COG: R: Behiel & Schirato A: Broglio
 CPPA: R: Chimento, A: Broglio
 LAFCO: R: Behiel & Moncada A: Chimento
 SOLID WASTE TASK FORCE: R: Broglio, A: Chimento
 UWPA: R: Broglio & Schirato, A: Chimento

COG TAC – City Administrator
 IRWMA - PW SUPERINTENDENT / CITY
 ADMINISTRATOR

April 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 City Council Meeting	2 COG	3	4	5
6	7	8	9	10 Planning Com 5:30	11	12
13	14	15 City Council Meeting	16 COG TAC CPPA IRWMA	17	18	19
20	21	22 UWPA	23	24	25	26
27	28	29	30			

LEAGUE OF CITIES City Leaders Summit April 23-25, 2025

CSEDD: R: Chimento, A: Broglio
 COG: R: Behiel & Schirato A: Broglio
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 LAFCO: R: Behiel & Moncada A: Chimento
 SOLID WASTE TASK FORCE: R: Broglio, A: Chimento
 UWPA: R: Broglio & Schirato, A: Chimento

COG TAC – City Administrator
 IRWMA - PW SUPERINTENDENT / CITY
 ADMINISTRATOR

May 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 City Council Meeting	7 COG	8 Planning Com 5:30	9	10
11	12	13	14	15 CSEDD	16	17
18	19 LAFCO	20 City Council Meeting	21 COG TAC IRWMA	22	23	24
25	26	27 UWPA	28	29	30	31

LEAGUE OF CITIES City Attorneys Spring Conference May 7-9, 2025

CSEDD: R: Chimento, A: Broglio
 COG: R: Behiel & Schirato A: Broglio
 CPPA: R: Chimento, A: Broglio
 LAFCO: R: Behiel & Moncada A: Chimento
 SOLID WASTE TASK FORCE: R: Broglio, A: Chimento
 UWPA: R: Broglio & Schirato, A: Chimento

COG TAC – City Administrator
 IRWMA - PW SUPERINTENDENT / CITY
 ADMINISTRATOR

June 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 City Council Meeting	4 COG	5	6	7
8	9	10	11	12 Planning Com 5:30	13	14
15	16	17 City Council Meeting	18 COG TAC IRWMA	19	20	21
22	23	24 UWPA	25	26	27	28
29	30					

CSEDD: R: Chimento, A: Broglio
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 UWPA: R: Broglio & Schirato, A: Chimento

COG TAC – City Administrator
 IRWMA - PW SUPERINTENDENT / CITY
 ADMINISTRATOR

July 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 City Council Meeting	2	3	4	5
6	7	8	9	10 Planning Com 5:30	11	12
13	14	15 City Council Meeting	16 COG TAC CPPA IRWMA	17	18	19
20	21 LAFCO	22 UWPA	23	24	25	26
27	28	29	30	31		

CSEDD: R: Chimento, A: Broglio
 COG: R: Behiel & Schirato A: Broglio
 CPPA: R: Chimento, A: Broglio
 LAFCO: R: Behiel & Moncada A: Chimento
 SOLID WASTE TASK FORCE: R: Broglio, A: Chimento
 UWPA: R: Broglio & Schirato, A: Chimento

August 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 City Council Meeting	6 COG	7	8	9
10	11	12	13	14 Planning Com 5:30	15	16
17	18	19 City Council Meeting	20 COG TAC IRWMA	21 CSEDD	22	23
24	25	26 UWPA	27	28	29	30
31						

CSEDD: R: Chimento, A: Broglio
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 UWPA: R: Broglio & Schirato, A: Chimento

COG TAC – City Administrator
 IRWMA - PW SUPERINTENDENT / CITY
 ADMINISTRATOR

September 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 City Council Meeting	3 COG	4	5	6
7	8	9	10	11 Planning Com 5:30	12	13
14	15 LAFCO	16 City Council Meeting	17 COG TAC IRWMA	18	19	20
21	22	23 UWPA	24	25	26	27
28	29	30				

CSEDD: R: Chimento, A: Broglio
 COG: R: Behiel & Schirato A: Broglio
 CPPA: R: Chimento, A: Broglio
 LAFCO: R: Behiel & Moncada A: Chimento
 SOLID WASTE TASK FORCE: R: Broglio, A: Chimento
 UWPA: R: Broglio & Schirato, A: Chimento

October 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 COG	2	3	4
5	6	7 City Council Meeting	8	9 Planning Com 5:30	10	11
12	13	14	15 COG TAC CPPA IRWMA	16	17	18
19	20	21 City Council Meeting	22	23	24	25
26	27	28 UWPA	29	30	31	

LEAGUE OF CITIES Annual Conference and Expo October 8-10, 2025

CSEDD: R: Chimento, A: Broglio
 COG: R: Behiel & Schirato A: Broglio
 CPPA: R: Chimento, A: Broglio
 LAFCO: R: Behiel & Moncada A: Chimento
 SOLID WASTE TASK FORCE: R: Broglio, A: Chimento
 UWPA: R: Broglio & Schirato, A: Chimento

COG TAC – City Administrator
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 ADMINISTRATOR

November 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 City Council Meeting	5 COG	6	7	8
9	10	11	12	13 Planning Com 5:30	14	15
16	17 LAFCO	18 City Council Meeting	19 COG TAC IRWMA	20 CSEDD	21	22
23	24	25 UWPA	26	27	28	29
30						

CSEDD: R: Chimento, A: Broglio
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 CPPA: R: Chimento, A: Broglio
 LAFCO: R: Behiel & Moncada A: Chimento
 SOLID WASTE TASK FORCE: R: Broglio, A: Chimento
 UWPA: R: Broglio & Schirato, A: Chimento

COG TAC – City Administrator
 IRWMA - PW SUPERINTENDENT /
 CITY
 ADMINISTRATOR

December 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 City Council Meeting	3 COG	4	5	6
7	8	9	10	11 Planning Com 5:30	12	13
14	15	16 City Council Meeting	17 COG TAC IRWMA	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

CSEDD: R: Chimento, A: Broglio
 COG: R: Behiel & Schirato A: Broglio
 CPPA: R: Chimento, A: Broglio
 LAFCO: R: Behiel & Moncada A: Chimento
 SOLID WASTE TASK FORCE: R: Broglio, A: Chimento
 UWPA: R: Broglio & Schirato, A: Chimento

COG TAC – City Administrator
 IRWMA - PW SUPERINTENDENT / CITY ADMINISTRATOR