

TRACY HOMELESSNESS ADVISORY COMMITTEE

REGULAR MEETING AGENDA

Thursday, August 17, 2023, 7:00 P.M.

Tracy City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

**THIS MEETING WILL BE OPEN TO THE PUBLIC FOR IN-PERSON AND
REMOTE PARTICIPATION PURSUANT TO GOVERNMENT CODE SECTION
54953(e).**

**MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY IN THE MEETING VIA
THE FOLLOWING METHOD:**

As always, the public may view the Tracy Homelessness Advisory Committee meetings live on the City of Tracy's website at CityofTracy.org or on Comcast Channel 26/AT&T U-verse Channel 99. To view from the City's website, open the "Government" menu at the top of the City's homepage and select "Tracy Homelessness Advisory Committee", then select "[View Homeless Advisory Committee Meetings on YouTube](#)" under the "Boards and Commissions" section.

If you only wish to watch the meeting and do not wish to address the Council, the City requests that you stream the meeting through the City's website or watch on Channel 26.

Remote Public Comment:

During the upcoming Homeless Advisory Committee meeting public comment will be accepted via the options listed below. If you would like to comment remotely, please follow the protocols below:

- *Comments via:*
 - **Online by visiting <https://cityoftracyevents.webex.com>** and using the following Event Number: **2550 403 5885** and Event Password: **THAC**
 - **If you would like to participate in the public comment anonymously**, you may submit your comment in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.
 - **Join by phone by dialing +1-408-418-9388, enter 25504035885#8422# Press *3 to raise the hand icon to speak on an item.**
- *Protocols for commenting via WebEx:*
 - **If you wish to comment on the "Consent Calendar", "Items from the Audience/Public Comment" or "Regular Agenda" portions of the agenda:**
 - *Listen for the Chairperson to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
 - *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*

- *Comments for the “Consent Calendar” “Items from the Agenda/Public Comment” or “Regular Agenda” portions of the agenda will be accepted until the public comment for that item is closed.*

Government Code Section 54954.3 states that every public meeting shall provide an opportunity for the public to address the Tracy Homelessness Advisory Committee on any item, before or during consideration of the item, however no action shall be taken on any item not on the agenda.

Full copies of the agenda are available on the City's website: www.cityoftracy.org

CALL TO ORDER
ROLL CALL

1. CONSENT CALENDAR
2. ITEMS FROM THE AUDIENCE - *In accordance with Council Meeting Protocols and Rules of Procedure, adopted by Resolution 2019-240, a five-minute maximum time limit per speaker will apply to all individuals speaking during “Items from the Audience/Public Comment”. For non-agendized items, Advisory Committee members may briefly respond to statements made or questions posed by individuals during public comment; ask questions for clarification; direct the individual to the appropriate staff member; or request that the matter be placed on a future agenda or that staff provide additional information to the Tracy Homelessness Advisory Committee.*
3. REGULAR AGENDA
 - 3.A The Tracy Homelessness Advisory Committee receive an informational report regarding the implementation of the City Council Strategic Plan to End and Prevent Homelessness and the most recent Emergency Interim Shelter activities.
 - 3.B The Tracy Homelessness Advisory Committee retroactively approves the City Council adopted resolution by a four-fifths vote (1) making a determination that compliance with standard procurement process is not in the best interest of the City and dispense the bidding requirements for the additional scope of work pursuant to California Public Contract Code Section 22050 and Tracy Municipal Code Section 2.20.270(a) and (2) City Council retroactively approve the following general services agreement prior to presenting to the Tracy Homelessness Advisory Committee due to the emergency nature of the housing crisis and the impending grant deadlines, a formal bidding process under the Public Contract Code will prevent the City from addressing the immediate need to provide shelter to the unhoused (3) approving general services agreements with Tennyson Electric Inc. for the installation of all electrical utilities and GradeTech, Inc. for the additional construction work required, including underground utilities, as part of the site improvements for the Phase IV Custom Containers at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue and (4) approving an amendment to the construction contract with GradeTech, Inc. and Tennyson Electric Inc. for Capital Improvement Project (CIP) 71112 Arbor Temporary Emergency Housing Project expanding the scope of work in the amount of \$135,000 in

anticipated work for a total not to exceed amount of \$435,000 for GradeTech, Inc and expanding the scope of work in the amount of \$30,110 in anticipated work for a total not to exceed amount of \$155,110 for Tennyson Electric Inc.

3.C The Tracy Homelessness Advisory Committee recommend that City Council adopt a resolution: 1) Authorizing the acceptance of a grant award from San Joaquin County Homelessness Housing Assistance and Prevention Round 3 allocation to partially fund operations costs of the Tracy Interim Shelter Site (renamed Phase III and Phase IV of the Temporary Emergency Housing Facility, CIP 71112); and 2) Appropriating \$251,795 of the total grant funds to the Mobility and Housing Department, Homeless Services Division.

4. STAFF ITEMS
5. COMMITTEE ITEMS
6. ADJOURNMENT

Posting Date: August 16, 2023

The City of Tracy is in compliance with the Americans with Disabilities Act and will make all reasonable accommodations for the disabled to participate in employment, programs and facilities. Persons requiring assistance or auxiliary aids in order to participate, should contact the City Manager's Office at (209) 831-6000 at least 24 hours prior to the meeting.

August 17, 2023

Agenda Item 3.A

RECOMMENDATION

Staff recommends that the Tracy Homelessness Advisory Committee receive an informational report regarding the implementation of the City Council Strategic Plan to End and Prevent Homelessness and the most recent Emergency Interim Shelter activities.

EXECUTIVE SUMMARY

This report provides an update on the City of Tracy's efforts to address the impacts of homelessness and quality of life issues in the community, including an update on the City's emergency interim shelter activities.

BACKGROUND

Recognizing the importance of responding to quality-of-life issues including the human services needs of the City's unsheltered population, the City has devoted significant resources toward addressing the impacts of homelessness within the community. Staff continues to coordinate efforts between various departments to conduct bi-weekly clean-ups of public spaces, foster partnerships with non-profit organizations to share information on services and programs with the unsheltered, secure grants to support homeless services, and continue with the construction activities of the Temporary Emergency Housing Facility. City staff has worked vigorously to balance the circumstances of the unsheltered, as well as the needs of the community.

Tracy Homelessness Strategic Plan and Initiatives Updates

Pursuant to Council's reaffirmation of the emergency shelter crisis in August of 2022, the City Manager authorized staff to move forward on interim emergency shelter solutions to operate the interim site.

Goal 1: Increase Housing Options in the City of Tracy

Expansion of Interim Shelter Site

In the Summer of 2022, the City began its journey to identify permanent and emergency alternative housing options for the unsheltered population within the city limits. This effort not only focuses on the housing and support, but also to prepare the residents for self-sufficiency. As a result, the development of a "Campus Concept" emerged where temporary housing and Supportive Services would be provided to the unsheltered population.

As the “Campus Concept” began to morph into a reality, so did construction costs. Therefore, the City phased the “Campus Concept” into 4 Phases (as shown on the Current Site Plan).

Phase I: Site Preparation was completed in October 2022, which included demolition, earthwork, and placement of major underground utilities.

Phase II: Site Improvements & Sprung Structure is tentatively scheduled for re-bid in late August/September 2023.

Phase III: Phase III where 48 beds are in-service as four dormitory buildings, including an additional Modular building serving as an administration space where Supportive Services are managed by the City Shelter Operator.

Phase IV: Custom Containers, this Phase is currently under construction where it is anticipated the placement of 8 custom containers approved for purchase on July 5th, 2023, by City Council. It is anticipated that this Phase will provide an additional 38 beds expected to be in-service by October 31, 2023.

Construction Update

- Linked Equipment proposed timeline for delivery of new containers is mid-September 2023.
- Pre-construction meetings for both power supplies (south and north end) and the lift station were held on Tuesday, July 25, 2023.
- Submittal for the South End amperage switchgear has been approved by PG&E.
- Submittal for the North End amperage switchgear is pending approval by PG&E.
- Installation of permanent power for Phases III & IV is anticipated to be completed early June 2024.
- Installation of permanent power for Phase II is anticipated to be completed by mid-August 2024.
- Completion of the lift station is anticipated to be completed by the end of June 2024.

Upcoming Construction Tasks

- Request an amendment for the Sprung Structure agreement previously approved by City Council (Date) there is a slight price increases due to price escalation.
- Request authorization for an agreement to purchase commercial kitchen.
- Request for Proposals (RFP) for Construction Management for services advertised on July 28, 2023. The RFP is due on August 18, 2023.

Budget Update

The Homeless Services Division approved FY23/24 operating budget totaled \$1.7 million, which is funded from the general fund and the American Rescue Plan Act (ARPA) funds the City received.

On November 1, 2022, the City Council approved an appropriation of \$2.6 Million from ARPA, amending the FY2022/23 operating budget, to fund professional service agreements to provide operations services for the interim shelter. On December 6, 2022, the City Council approved an appropriation of \$470,000 from the general fund, amending

the FY2022/23 operating budget, to fund improvements for the interim shelter site.

Homeless Services Division budget as of July 31, 2023

FY2023/24 as of July 31, 2023

<u>Revenue Sources</u>	<u>General Fund (City)</u>	<u>ARPA (City Staff)</u>	<u>ARPA (City)</u>	<u>Health Plan of San Joaquin</u>
Modulars				
Linked Equipment Containers				\$682,440
Service Providers				\$2,980,179
Staffing				\$353,331
Operating (Supplies, Fuel)	\$1,865,851			
Total Committed	\$1,865,851	\$353,331	\$2,980,179	\$682,440

<u>Expenditures</u>	<u>General Fund (City)</u>	<u>ARPA (City Staff)</u>	<u>ARPA (City)</u>	<u>Health Plan of San Joaquin</u>
Modulars	\$-			
Linked Equipment Containers				\$149,100
Service Providers				\$13,039
Staffing				
Operating (Supplies, Fuel)	\$9,660			
Total Expended (as of 7/31/23)	\$9,660	\$13,039	\$-	\$149,100

Projected Budget Available	\$1,856,191	\$340,292	\$2,980,179	\$533,340
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**Temporary Emergency Housing
Facility – CIP 71112**

<u>Funding Source</u>	<u>Budget</u>	<u>Expenses</u>	<u>Encumbered (Committed)</u>	<u>Balance</u>
Community Development Block Grant (s)	\$836,294	\$836,294	\$-	\$-
Homeless Housing, Assistance & Prevention	\$743,282	\$743,282	\$-	\$-
American Rescue Plan Act - SJ County (MOU B-8245)	\$3,661,113	\$3,493,819	\$167,294	\$-
Housing Asset Funds (City)	\$690,000	\$168,101	\$120,000	\$401,899
American Rescue Plan Act - City of Tracy	\$4,500,000		\$-	\$4,500,000
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Totals	\$10,430,689	\$5,241,496	\$287,294	\$4,901,899
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Federal Funding	\$3,000,000			\$3,000,000
American Rescue Plan Act - SJ County	\$7,167,798			\$7,167,798
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Totals	\$20,598,487	\$5,241,496	\$287,294	\$15,069,697

Grant Update

The Homeless Services Division continues to apply for additional funding opportunities to help offset ongoing costs and help support operations and construction costs for the Temporary Emergency Housing Facility. Below is a table referencing current grants that have been applied for and their status.

Agenda Item 3.A

August 17, 2023

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Funding Source	Amount Requested	Submittal Date	Award Date	Point of Contact	Status/Notes
Earmarks (Congressman Harder) Community Project Funding	\$3 Million Construction	Spring/Summer 2022	Award notification March 2, 2023	Homeless Services Manager	Approved -Pending on a NEPA* completion
American Rescue Plan Act (ARPA) funding from San Joaquin County	\$7.1 Million Construction	October 2022	County earmarked funding for City of Tracy	Homeless Services Manager	Awarded by San Joaquin County BOS on July 25, 2023
State Encampment Resolution Fund	\$1.2 Million Operations	June 2023	Notification - September 2023	Homeless Services Manager	Submitted, pending award
Home ARP - San Joaquin County	\$417,000 Operations	April 2023	Notification - August 2023	Homeless Services Manager	Not Awarded
CDBG City of Tracy	\$350,000 Construction	January 2023	March 2023	Homeless Services Manager	Awarded. Scheduled for City Council acceptance on September 5, 2023
HHAP R3	\$251,753 Operations	November 2022	April 2023	Homeless Services Manager	Awarded. Scheduled for City Council acceptance on September 5, 2023
Health Plan of San Joaquin	\$1.2 Million Operations	September 2022	September 2022	Homeless Services Manager	Awarded
Health Plan of San Joaquin	\$595,000 Construction	May 2023	May 2023	Homeless Services Manager	Awarded. Scheduled for City Council acceptance on September 5, 2023

* The additional NEPA addendum will require additional consulting hours and funding with a timeline of 110 days to complete. The additional NEPA is required to add the additional beds to the site along with this new funding stream.

Goal 2: Increase Access to Coordinated Support Services for People Experiencing Homelessness

Ongoing - Coordinated efforts between City departments continue, including Operations and Utilities Department, South County Fire Authority, Tracy Police Department, and the Code Enforcement team to proactively address issues related to homelessness and providing bi-weekly park clean-ups. The City teams meet weekly with one another and with our contracted providers to address any concerns with triage, referrals, or outreach efforts.

The continued bi-weekly deployment of “Operation Helping Hands” (OHH) is productive – this team includes the Homeless Services Division, Tracy Police Neighborhood Resource Officers, San Joaquin County Behavioral Health Services (BHS), Care-Link, Whole Person Care, Community Medical Centers, The Salvation Army, and local non-profits. This team coordinates outreach to our identified encampments and provides additional behavioral health support to the Tracy Interim shelter site on these outreach days.

Continuum of Care (CoC) Update

Our Homeless Services Manager is a part of several CoC subcommittees, these include Housing, CES, Point in Time Count and Strategic Planning to name a few. The CoC has

moved forward with selection of hiring a consultant to perform the Point in Time (PIT) count for 2024. In addition, we are working closely with our Homeless Management Information System (HMIS) lead agency to ensure efficient and effective reporting from our providers to implement effective data sharing for our constituents. This includes updating HMIS policies and procedures, the SJCoC data sharing memorandum of understanding (MOU) and privacy policies. Recent CoC updates include:

- UCSF Executive Summary on Causes of Homelessness which focuses on who experiences homelessness, pathways to homelessness, experiences in homelessness, barriers, and facilitators of return to housing and policy recommendations.
- San Joaquin 2022 Cost of Homelessness summary report stated that the cost of homelessness in San Joaquin County is between \$56,800 and \$69,100.

Homeless Service Provider Updates

Homeless Services Providers (as of July 31, 2023)								
Homeless Service Provider	Clients in / Referred to Shelter	Total Number of Contacts	Clients on Waitlist/Interested	Client Refusal into Shelter	Exits / Negative	Exits / Positive	Warming Center Engagements	Total Approx. Unsheltered / Encampments
City Net (Shelter Operator)	48	137	N/A	N/A	54	14	N/A	N/A
Tracy CCC (Pre-shelter Intake and Referral)	122	172	33	43	N/A	26	N/A	66 unsheltered/3 encampments
Familiar Faces (Tracy PD – Outreach Coordinators)	28	199	21	N/A	N/A	N/A	N/A	48 unsheltered/3 encampments
Unique Total*			54	43	54	40	0	

*Unique totals are defined as an individual service (some individuals will have multiple services).

City Net Update through July 31, 2023

City Net has processed 137 individuals into the shelter since November 14, 2022. They are providing ongoing case management support to all shelter residents. To date, 14 individuals have exited the shelter with a housing destination (positive exits).

As of July 31, 2023, the shelter has 48 individuals and 14 pets. There are an additional 33 individuals on the waiting list who have already been processed through Tracy Community Connection Center and are awaiting an open bed.

The City of Tracy is currently working with our shelter providers on updating their file system. In addition, we are working on updating their policies and procedures.

Tracy Community Connection Center Update through July 31, 2023

Tracy Community Connections Center (TCCC) has processed a total of 172 unique individuals through their Navigation Center for shelter intake to date. The City of Tracy is currently working with our providers on updating their file system.

Park Clean Up

Areas of El Pescadero Park are being fenced off as a precautionary public safety measure to mitigate potential tree hazards, evaluate the safety and condition of the landscaping, and prepare for scheduled maintenance like tree trimming. The City's future for El Pescadero Park include the construction of the new multi-generational gymnasium center.

Monthly-Totals for July 2023:

- 2-citations issued, 6-arrests, 4-hazard tent site removals & approximately 20 tons of trash/debris removed
- Trine Security continues to provide 24-hour security service at El Pescadero Park.

Transit Update

Total Ridership since inception through July 31, 2023, is 359 total passengers with an average of 1.98 passengers per day. July ridership was 61 passengers with an average of 2.35 passenger per day.

Goal 3: Develop Action Plans for Engaging with People Experiencing Homelessness

Ongoing - The Familiar Faces (FF) team continues to assist with shelter intake, organizing, and networking with non-profits and religious groups to identify gaps and solutions (reunification/habitat for humanity-like efforts). Police Patrol teams continue to work collaboratively on how to best utilize the FF team when out on patrol.

The FF team, alongside the Police Department are working with a consultant to ensure FF is meeting objectives and adopting operating policies and guidelines. The Police Department is working alongside this consultant in developing a Homeless Response System within our city-wide efforts that supports our City's Homelessness Strategic Plan.

TCCC continues to provide daily outreach and engagement support in the City encampments and parks. They are working collaboratively with our FF to come alongside the shelter team ensuring direct access to beds when available.

Goal 4: Enact Specific Strategies for Vulnerable Subpopulations Experiencing Homelessness

Ongoing - The City's transition plan has focused on our most vulnerable residents who are residing in City encampments. This would include but is not limited to, transitional aged youth, veterans, the LGBTQ+ community, victims of crime and those with behavioral health

needs. City staff is currently working with BHS to solidify additional resources to come alongside our shelter project. During our bi-weekly deployment of Operation helping Hands we were able to connect with several of our regional and county partners. We will be coordinating with our Whole Person Care team to initiate a street medicine program. We are working on identifying areas of the City that would most benefit from this resource.

The Tracy Police Department and Familiar Faces staff continue to meet alongside our County Behavioral Health Leadership, along with the Whole Person Care team to continue discussions on how we can collaborate on serving our most vulnerable unsheltered residents here in Tracy. These meetings have led to an increase in Behavioral Health support at the shelter.

In addition, the City is in conversations with our Managed Care Plans to provide support to subpopulations as we build in bed capacity over the coming months and year.

FISCAL IMPACT

This update is provided as informational. The City funds Homeless Services through the General Fund and various grants.

ACTION REQUESTED OF THE COMMITTEE

Staff recommends that the Tracy Homelessness Advisory Committee receive an informational report regarding the implementation of the City Council Strategic Plan to end and prevent homelessness and the most recent emergency interim shelter activities.

Prepared by: Virginia Carney, Homeless Services Manager

Reviewed by: Adriana Castaneda, Director of Mobility and Housing

Reviewed by: Bijal Patel, City Attorney

Approved by: Brian MacDonald, Interim Assistant City Manager

ATTACHMENTS

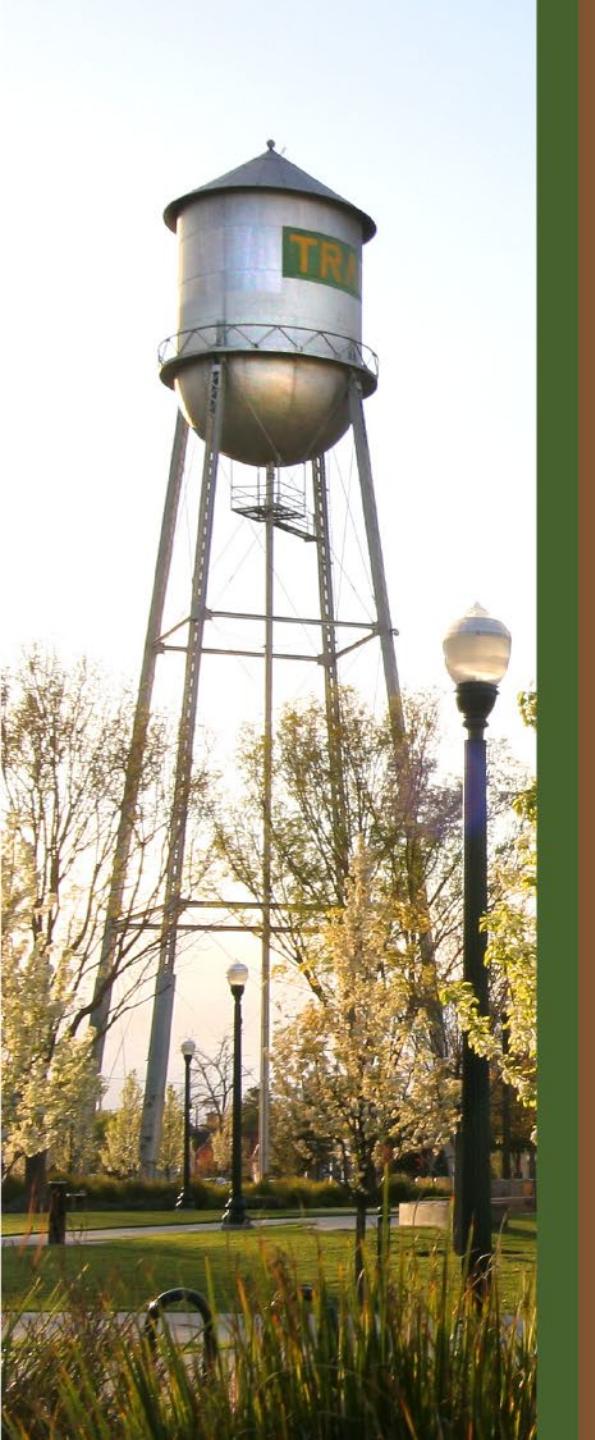
Attachment A – A Tracy Homelessness Advisory Committee Update PowerPoint



Tracy Homelessness Advisory Committee

Homeless Services Update

August 17th, 2023



OVERVIEW

- **Tracy Homelessness Strategic Plan**
 - **Goal 1:** Increase Housing Options in the City of Tracy.
 - **Goal 2:** Increase Access to Coordinated Support Services for People Experiencing Homelessness.
 - **Goal 3:** Develop Action Plans for Engaging with People Experiencing Homelessness.
 - **Goal 4:** Enact Specific Strategies for Vulnerable Subpopulations Experiencing Homelessness.



Goal 1: Increase Housing Options in the City of Tracy

Interim Shelter Site



Shelter Update

- Six new clients connected to health insurance
- The number of VISPDATS doubled in July as a result in system improvements
- Site visit review was completed to ensure site is up to code

Cumulative shelter services totals:

Total Clients Served	123
Appointment Hours	788
Employment assistance	60
health insurance	39
ID Card	33
MH Referral	45
SS Card	47
Substance use referral	15
VISPDATS	31
Pet Care	26
Life Skills	91
Art Classes	13
Clothing	123
Meals	34,890
Hygiene Kits	123
Bus Passes	197

Housing Options

Temporary Housing type

The modulars, and custom containers provide housing referred to as “non-congregate” housing and the sprung structure will provide housing referred to as “congregate” housing.

Anticipated Sheltering Capacity by end 2023

Housing Type	Housing Offered	Anticipated # of beds
Congregate	Sprung Structure	68
Non-Congregate	Modulars	48
Non-Congregate	Custom Containers	38

TEHF Construction Update

- Linked Equipment proposed timeline for delivery of new containers is mid- September 2023.
- Pre-construction meetings for both power supplies (south and north end) and the lift station were held on Tuesday, July 25, 2023.
- Submittal for the South End amperage switchgear has been approved by PG&E.
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- Installation of permanent power for Phase II is anticipated to be completed by mid-August 2024.
- Completion of the lift station is anticipated to be completed by the end of June 2024.



Homeless Services Budget Update

FY2023/24 as of July 31, 2023

<u>Revenue Sources</u>	<u>General Fund (City)</u>	<u>ARPA (City Staff)</u>	<u>ARPA (City)</u>	<u>Health Plan of San Joaquin</u>
Modulars				
Linked Equipment Containers				\$682,440
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Linked Equipment Containers				\$149,100
Service Providers				\$13,039
Staffing				
Operating (Supplies, Fuel)	\$9,660			
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Projected Budget Available	\$1,856,191	\$340,292	\$2,980,179	\$533,340
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TEHF Budget

Temporary Emergency Housing Facility – CIP 71112

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Community Development Block Grant (s)	\$836,294	\$836,294	\$-	\$-
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Budget Update/Grant Update

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Current Site Plan

CITY OF TRACY TEMPORARY EMERGENCY HOUSING PROJECT

370 W Arbor Ave, Tracy, CA

Date: 07/18/23



PHASE I Site Preparation

PHASE II Site Improvements Congregate Housing & Adminstrative Offices

PHASE IV Custom Container Dorms (Single Person Rooms)

PHASE III Expansion with Individual Modular Units

68 BEDS

Phase I, Site Preparation, included demolition, earthwork, and placement of major underground utilities. Phase I construction was completed in October, 2022.

Phase II, Site Improvements, builds upon completed site work and will provide a Sprung Structure with temporary bed space for 68 individuals along with access to restrooms, showers and a laundry facility.

Complete build-out for a permanent shelter site is planned and will provide additional access improvements including roadways, pedestrian pathways, site lighting, shade structures and outdoor furniture. Security improvements including cameras, fencing and automatic gates are included.

Phase II Construction will be advertised for bids in late August, 2023.

~38 BEDS

Phase IV of the Temporary Emergency Housing Facility includes eight Custom Container dormitory units that will accommodate up to 38 additional individuals.

Additional restroom and shower space will be included adjacent to the Phase II restrooms and showers.

~48 BEDS

Phase III of the project provides four modular dormitory units, providing space for up to 48 individuals.

An additional modular administration structure is located adjacent to modular dormitories and provides a base for City and shelter operations.



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Goal 2: Increase Access to Coordinated Support Services for People Experiencing Homelessness

Support Services Updates

- City/County coordinated efforts continue
- Continuum of Care Update
- Homeless Service Provider Updates
- Park clean-ups
- Transit update



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Provider Updates

Homeless Services Providers
(as of July 31, 2023)

Homeless Service Provider	Clients in / Referred to Shelter	Total Number of Contacts	Clients on Waitlist/Interested	Client Refusal into Shelter	Exits / Negative	Exits / Positive	Warming Center Engagements	Total Approx. Unsheltered / Encampments
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Familiar Faces (Tracy PD – Outreach Coordinators)	28	199	21	N/A	N/A	N/A	N/A	48 unsheltered/3 encampments
Unique Total*			54	43	54	40	0	

*Unique totals are defined as an individual service (some individuals will have multiple services).





Goal 3: Develop Action Plans for Engaging with People Experiencing Homelessness

Outreach Update

Familiar Faces

- Familiar Faces has had 199 engagements, 32-transports, 2-Tracy Shelter placements, and 1-Chest of Hope shelter placement.
- PD and Homeless Services continue to work with consultant Kayce Rane to draft operating policies and best practices guidelines for Familiar Faces and Mobile Evaluation Team.

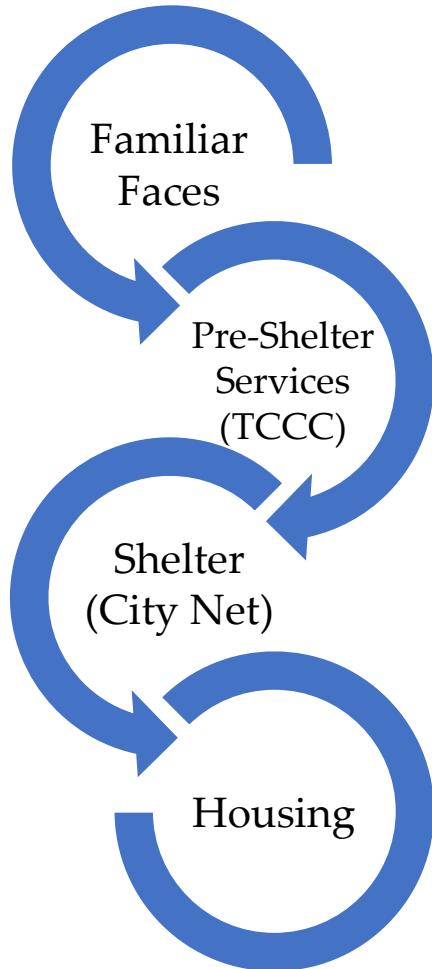
Tracy Community Connections Center

- 15 Hotel placements through HDAP.
- 25 Placements in Emerson, Rochester and Tracy CCC men's program.
- 16 Placements in The Tracy House, Chest of Hope and Tri-Valley for Women.



Think Inside the Triangle™

Unsheltered Homeless Response



Familiar Faces: Responds to PD calls for service related to unsheltered homeless individuals, identification, triage, and transport.

Pre-Shelter Services: Street outreach and engagement, client needs assessment, intake, referrals to programs and or shelter site.

Emergency Shelter Operations: Daily care and program oversight of clients, maintenance of facility and site.

Housing: Transitional and permanent housing, and permanent supportive housing, etc.





Goal 4: Enact Specific Strategies for Vulnerable Subpopulations Experiencing Homelessness

Enact Specific Strategies for Vulnerable Subpopulations Experiencing Homelessness

Develop transition plans on most vulnerable:

- Transitional aged youth
- The LGBTQ+ community
- Victims of crime
- Individuals with behavioral health needs

Expand Partnership with County:

- Behavioral Health and Whole Person Care Collaborative efforts
- Managed Care Plans



Think Inside the Triangle™



Questions?

August 17, 2023

Agenda Item 3.B

RECOMMENDATION

Staff recommends that the City Council adopt a resolution by a four-fifths vote (1) making a determination that compliance with standard procurement process is not in the best interest of the City and dispense the bidding requirements for the additional scope of work pursuant to California Public Contract Code Section 22050 and Tracy Municipal Code Section 2.20.270(a) and (2) City Council retroactively approve the following general services agreement prior to presenting to the Tracy Homelessness Advisory Committee due to the emergency nature of the housing crisis and the impending grant deadlines, a formal bidding process under the Public Contract Code will prevent the City from addressing the immediate need to provide shelter to the unhoused (3) approving general services agreements with Tennyson Electric Inc. for the installation of all electrical utilities and GradeTech, Inc. for the additional construction work required, including underground utilities, as part of the site improvements for the Phase IV Custom Containers at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue and (4) approving an amendment to the construction contract with GradeTech, Inc. and Tennyson Electric Inc. for Capital Improvement Project (CIP) 71112 Arbor Temporary Emergency Housing Project expanding the scope of work in the amount of \$135,000 in anticipated work for a total not to exceed amount of \$435,000 for GradeTech, Inc and expanding the scope of work in the amount of \$30,110 in anticipated work for a total not to exceed amount of \$155,110 for Tennyson Electric Inc.

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt a Resolution ratifying, pursuant to Tracy Municipal Code Section 2.20.180(B)(1), contracts for goods and general services agreements executed by the City Manager to implement Emergency Interim Housing solutions for the unsheltered with Tennyson Electric, Inc. and GradeTech, Inc.

Staff recommends City Council make a determination that it is in the best interest of the City to dispense with the standard procurement process and dispense bidding requirements for the infrastructure work needed to prepare the Phase IV custom containers for occupancy.

City Council previously approved the additional anticipated work for the Phase IV custom containers in December of 2022, under Resolution 2022-197, with Tennyson Electric, Inc. and GradeTech, Inc., prior to the partial rescission of Resolution 2022-121, under Resolution 2023-141.

BACKGROUND AND LEGISLATIVE HISTORY

On March 10, 2020, the Council adopted Resolution No. 2020-052, which declared a shelter crisis pursuant to California Government Code Section 8698.2. For the subsequent two years, the City actively pursued the development and construction of a temporary housing shelter on City-owned land located on Arbor Avenue to serve as an ongoing full-service temporary housing solution for the City's unsheltered (the Project). On April 19, 2022, through Resolution No. 2022-052, Council awarded the Project in the amount of \$1,978,480 to GradeTech, Inc. for Phase I, which consisted of demolition, rough grading, installation of underground utilities, and site preparation work. During construction numerous buried underground structures and abandoned utilities were encountered. The first change order with GradeTech, Inc. was to remove these unforeseen structures.

On September 1, 2020, City Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112 (Project) to create a safe and dignified facility for residents experiencing homelessness.

On August 16, 2022, Council adopted Resolution No. 2022-121, which reaffirmed an emergency shelter crisis as the City continued to experience an increasing number of unsheltered individuals. In addition to the declaration of an emergency, the Resolution authorized the City Manager to take requisite actions needed to expeditiously provide interim housing solutions. Lastly, the Resolution dispensed the competitive bidding requirements for professional services pursuant to Tracy Municipal Code Section 2.20.140(b)(6).

On June 15, 2023, THAC was presented with an item to discuss and provide direction regarding Phase IV – Custom Containers at the Temporary Emergency Housing Facility. THAC members agreed to make a motion, during Council Items at the next City Council meeting, that the City Council hear the item directly on July 5, 2023.

On July 5, 2023, as part of the Phase IV interim shelter facility improvements, City Council authorized the purchase of eight (8) custom container dormitories from Linked Equipment under Resolution 2023-140.

The City Council previously awarded a construction contract to GradeTech, Inc. to conduct demolition, rough grading, installation of underground utilities, and design work for the Phase I work for the Temporary Emergency Housing Facility on Arbor Avenue, Capital Improvement Project (CIP) 71112 (Project) on April 19, 2022, pursuant to Resolution No. 2022-052. In December of 2022, under Resolution 2022-197, a change order to the GradeTech, Inc. contract for Phase I was approved for anticipated work in the amount of \$300,000. Due to the delays related to the Phase IV containers, in early 2023, the anticipated work for Phase IV could not be completed. GradeTech requested that the Phase I contract be closed out, in to release the contract retention, because the contract work had been completed in October 2022. To move forward with the completion, installation, and operation of custom containers (Phase IV) for the Project, additional construction work by GradeTech, Inc. requires City Council approval of an agreement in the amount of \$432,124, which includes the initial \$300,000 previously approved and an additional allocation of \$132,124 from CIP 71112, is currently being requested.

The City Council also awarded a construction contract with Tennyson Electric, Inc., to install all electrical utilities for the Modulars (Phase III) and Custom Containers (Phase IV) sleeping quarters, under Resolution 2022-197 for work performed in the amount of \$125,000 and \$125,000 in anticipated electrical work. The Phase III work was performed under an agreement that only included Phase III work. Retroactive approval by City Council of an agreement with Tennyson Electric, Inc., in the amount of \$155,110, which includes the \$125,000 previously approved under Resolution 2022-197 and an additional allocation of \$30,110 from CIP 71112, is requested.

Staff is requesting that the City Council approve agreements with GradeTech, Inc. and Tennyson Electric, Inc, and the additional allocations to complete the remaining preparation work for the containers and waive the bidding requirements under the Public Contract Code and Tracy Municipal Code due to the emergency need for housing and impending grant deadlines.

Additionally, the City was awarded a grant from Health Plan of San Joaquin in the amount of \$1.2 million dollars. In order to comply with the grant's requirements, the containers must be fully operational by October 31, 2023. In order to meet that deadline, these site improvements need to commence immediately for the completion of Phase IV Custom Containers.

ANALYSIS

The complexity and magnitude of the homelessness crisis, exacerbated by the COVID-19 pandemic, resulting supply chain shortages, and the limited supply of affordable permanent housing options in the City and throughout San Joaquin County, all have presented a significant immediate need for interim housing solutions in the City, including interim emergency housing. Concerns about the public health, safety, and welfare of unsheltered individuals increases as the months progress without options to shelter the unhoused.

The Resolution, adopted on August 16, 2022, directed the City Manager to take immediate and emergency actions necessary to implement interim housing solutions for Tracy's unsheltered population until the completion and opening of the Temporary Emergency Housing Facility on Arbor Road. As noted above, at the time of adopting Resolution No. 2022-121, the City was exploring the leasing of fully constructed modular units to locate on Arbor Road and did not anticipate undertaking additional construction activities at the site beyond what had already been completed as part of Phase I of the Temporary Emergency Housing Facility. As directed, per the Resolution, the City mobilized rapidly to undertake certain activities to install the interim housing solutions and operate them with adequate health and safety protections.

Additionally, California Public Contract Code Section 22050, subsection (a)(1), provides that, in the case of an emergency, a public agency, pursuant to a four-fifths vote, may take any directly related and immediate action required for that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. Similarly, the Council may dispense bidding requirements required under the Public Contract Code under TMC section 2.20.270(a). The governing body must make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency. Under subsection (c)(1), the governing body shall review the emergency action at its next regularly scheduled meeting and, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. The governing body shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts.

The City is currently in the process of implementing the installation and opening of the Phase IV custom containers, which will provide an additional 38 beds. This requires additional construction work, including utility connections for the containers to be occupied.

Both Tennyson Electric Inc. and GradeTech, Inc. have conducted and completed construction work under Phase III at the Temporary Emergency Housing Facility on Arbor Avenue.

At the July 5, 2023, City Council meeting, staff mentioned that additional trades will be required to complete undergrounding, and complete electrical work.

Due to the imminent need to provide housing solutions, the following general services agreements have been prepared to expedite installation for the Custom Container:

<u>Vendor</u>	<u>Summary</u>	<u>December 2022 Approved Amount</u>	<u>Amended Amount</u>	<u>Not to Exceed Amount</u>
GradeTech, Inc.	Underground utilities and site improvements for the Phase IV custom containers	\$300,000	\$132,124	\$432,124
Tennyson Electric, Inc.	Installation of all electrical connections, between the generators and the Phase IV Custom Containers	\$125,000	\$30,110	\$155,110
TOTAL				\$587,234

The above-mentioned agreement for goods and general services agreement total is \$587,234 as part of this request.

FISCAL IMPACT

The City secured a grant of \$1.2 Million from Health Plan of San Joaquin for the costs of the custom containers and interim site expenses related to Phase III and Phase IV. In addition, the City has committed funding from American Rescue Plan Act (ARPA) for the operations costs at the Temporary Housing Emergency Shelter.

As noted above, on December 6, 2022, pursuant to Resolution No. 2022-197, the Council approved an additional \$300,000 in anticipated work for GradeTech Inc. and \$125,000 for Tennyson Electric Inc. However, an additional \$132,124 for GradeTech Inc and an additional \$30,100 for Tennyson Electric Inc is needed for completion of the work. Funding for the change orders to GradeTech Inc. and Tennyson Electric Inc. contracts have already been appropriated to the Temporary Emergency Housing Project, CIP 71112, which has sufficient funds remaining in the budget to pay for the additional costs. The City has dedicated City ARPA funds for this CIP.

Temporary Emergency Housing Facility – CIP 71112

<u>Funding Source</u>	<u>Budget</u>	<u>Expenses</u>	<u>Encumbered (Committed)</u>	<u>Balance</u>
Community Development Block Grant (s)	\$ 836,294	\$ 836,294	\$ -	\$ -
Homeless Housing, Assistance & Prevention	\$ 743,282	\$ 743,282	\$ -	\$ -
American Rescue Plan Act - SJ County (MOU B-8245)	\$ 3,661,113	\$ 3,493,819	\$ 167,294	\$ -
Housing Asset Funds (City)	\$ 690,000	\$ 159,192	\$ 60,000	\$ 470,808
American Rescue Plan Act - City of Tracy	\$ 4,500,000	\$ -	\$ -	\$ 4,500,000
<hr/> Totals \$10,430,689 \$ 5,232,587 \$ 227,294 \$ 4,970,808				
Federal Funding	\$ 3,000,000			\$ 3,000,000
<hr/> Totals \$13,430,689 \$ 5,232,587 \$ 227,294 \$ 7,970,808				

CEQA DETERMINATION

Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis. In addition, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Facility on Arbor Avenue (CIP 71112). A Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

STRATEGIC PLAN

This agenda item supports the Public Safety Strategic Priority, Implement the adopted Homelessness Strategic Plan. More specifically, by adopting this new resolution, the City Council would reaffirm their commitment to follow through with the strategic priorities set forth in their Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution by a four-fifths vote (1) making a determination that compliance with standard procurement process is not in the best interest of the City and dispense the bidding requirements for the additional scope of work pursuant to California Public Contract Code Section 22050 and Tracy Municipal Code Section 2.20.270(a) and (2) City Council retroactively approve the following general services agreement prior to presenting to the Tracy Homelessness Advisory Committee due to the emergency nature of the housing crisis and the impending grant deadlines, a formal bidding process under the Public Contract Code will prevent the City from addressing the immediate need to provide shelter to the unhoused (3) approving general services agreements with Tennyson Electric Inc. for the installation of all electrical utilities and GradeTech, Inc. for the additional construction work required, including underground utilities, as part of the site improvements for the Phase IV Custom Containers at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue and (4) approving an amendment to the construction contract with GradeTech, Inc. and Tennyson Electric Inc. for Capital Improvement Project (CIP) 71112 Arbor Temporary Emergency Housing Project expanding the scope of work in the amount of \$135,000 in anticipated work for a total not to exceed amount of \$435,000 for GradeTech, Inc and expanding the scope of work in the amount of \$30,110 in anticipated work for a total not to exceed amount of \$155,110 for Tennyson Electric Inc.

ATTACHMENTS

Attachment A- Staff Report from City Council Meeting December 6, 2022

Attachment B- Resolution 2022-197

Attachment C-Tennyson Contract CIP 71112

Attachment D-Resolution 2022-052

Attachment E-GradeTech Contract CIP 71112

Attachment F-GradeTech Contract Phase IV

Attachment G- Tennyson Contract Phase IV

Prepared by: Virginia Carney, Homeless Services Manager

Reviewed by: Adriana Castaneda, Director of Mobility and Housing

Sara Cowell, Director of Finance

Bijal Patel, City Attorney

Brian MacDonald, Interim Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

December 6, 2022

Agenda Item

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) ratifying, retroactively and prospectively, the following two construction contracts: (a) Tennyson Electric, Inc. (Tennyson) in the amount of \$125,000 for work performed and \$125,000 in anticipated work; (b) Tracy Grading & Paving (Tracy Grading) in the amount of \$220,000 for work performed; (2) (a) Authorizing an appropriation of \$470,000 from the City of Tracy's General Fund to fund the Tennyson and Tracy Grading contracts; and (b) amending the FY 2022-23 operating and capital budget to reflect such appropriation; (3) granting, retroactively and prospectively, to the City Manager additional authority to execute change orders to the contract awarded to GradeTech, Inc. for Capital Improvement Project (CIP) 71112 Arbor Temporary Emergency Housing Project in the original amount of \$1,978,480 as follows: (a) \$790,000 for work performed; and (b) \$300,000 in anticipated work; and (4) adopting requisite findings under the California Environmental Quality Act.

EXECUTIVE SUMMARY

This agenda item is to provide a summary of various actions taken by staff to implement interim housing solutions for the declared shelter crisis and to receive ratification by the Tracy City Council (City Council) of these items. On August 16, 2022, the City Council adopted Resolution No. 2022-121 (Resolution), which reaffirmed an emergency shelter crisis as the City of Tracy (City) continues to experience an increasing number of unsheltered individuals. Due to the declaration of an emergency, the Resolution authorized the City Manager to take requisite actions needed to expeditiously provide interim housing solutions. The Resolution also dispensed the procurement requirements for professional services pursuant to Tracy Municipal Code (TMC) Section 2.20.140(b)(6).

At the time of adopting the Resolution, the City was exploring the leasing of fully-constructed modular units to locate on Arbor Avenue and did not anticipate undertaking additional construction activities at the site. However, due to various site constraints and logistical issues, the City Manager was forced to direct staff to rapidly undertake certain construction activities to install the units and operate them with adequate health and safety protections. To fully inform the City Council and the public, this agenda item summarizes certain actions taken by the City Manager to address the shelter emergency. Since the Resolution dispensed the competitive bidding requirements for professional services, the TMC requires that such authorizations be ratified by Council. By way of a separate agenda item, staff is requesting the City Council to dispense of bidding requirements under the California Public Contracts Code and the TMC.

In this agenda item, staff is requesting the City Council to take various actions needed to enable staff to implement the City Council's direction reflected in the Resolution: 1) ratification of additional activities undertaken by the City Manager pursuant to Resolution; (2) augmentation of the City Manager's contract authority for change orders to the GradeTech, Inc. contract previously awarded by the City Council; and (3) appropriation of General Fund amounts to fund additional construction work needed to implement the Resolution. These items are discussed in more detail below.

BACKGROUND AND LEGISLATIVE HISTORY

Given the complexity and magnitude of the homelessness crisis, further exacerbated by the COVID-19 pandemic, and the limited supply of affordable permanent housing options in the City and throughout San Joaquin County, there is a significant and immediate need for interim housing solutions in the City, including interim emergency housing. Concerns about the public health, safety, and welfare of unsheltered individuals grows as the months progress without options to shelter the unhoused.

On March 10, 2020, the Tracy City Council (Council) adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2. For the next two years, the City actively pursued the development and construction of a temporary housing shelter on City-owned land located on Arbor Avenue to serve as an ongoing full-service temporary housing solution for the City's unsheltered (Temporary Emergency Housing Project, CIP 71112). On April 19, 2022, through Resolution No. 2022-052, the City Council awarded Capital Improvement Project (CIP) 71112 Arbor Temporary Emergency Housing Project in the amount of \$1,978,480 to GradeTech, Inc. This award was for "Phase I" of the Temporary Emergency Housing Project, consisting of groundwork and utility construction. The City had anticipated opening the Temporary Emergency Housing Project (referred to as "Phase II") by December 2022. However, in the summer of 2022, the City incurred a significant setback, after opening bids for the installation of the predesigned and prefabricated housing structure for Phase II.

On August 16, 2022, the City Council adopted Resolution No. 2022-121, which reaffirmed an emergency shelter crisis as the City of Tracy continues to experience an increasing number of unsheltered individuals. In addition to the declaration of an emergency, the Resolution authorized the City Manager to take requisite actions needed to expeditiously provide interim housing solutions. The Resolution also dispensed the competitive bidding requirements for professional services pursuant to Tracy Municipal Code Section 2.20.140(b)(6).

Pursuant to the City Council direction granted in the Resolution, staff moved forward to house unsheltered residents of the City by installing prefabricated trailers. For the installation of the trailers, additional accommodations to the current site needed to be made, all of which were not with in the original scope of work for GradeTech's contract. New work needed to be done included, but not limited to, additional groundwork and utility connections (water, sewer, electrical), installation of fencing and signage, and procurement of generators and furniture. Details of the breakdown of these additional costs are provided below.

ANALYSIS

Homelessness is perhaps the most visible social problem in modern life in the nation's metropolitan areas. Since the early 1980s, cities throughout the country have experienced sustained increases in the numbers of visibly homeless and in the numbers of individuals seeking temporary shelter in public and privately-run facilities (see *Journal of Urban Economics*, article dated December 2001).

As noted above, the Resolution waived the competitive bidding requirements for professional services pursuant to Tracy Municipal Code Section 2.20.140(b)(6) to provide the City Manager quicker options to secure services from interim shelter solutions. At the time, neither the procurement of additional goods and services, nor additional construction work, had not been

contemplated, so they were not addressed in the Resolution. On November 1, 2022, through Resolution No. 2022-162, the City Council ratified a set of actions that had been taken by the City Manager to address the shelter emergency. This item includes additional actions for consideration and ratification by the City Council.

California Public Contracts Code Section 22050 provides that, in the case of an emergency, a public agency, pursuant to a four-fifths vote, may take any directly related and immediate action required for that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. Section 22050 also allows a public agency, pursuant to a four-fifths vote, to delegate, by resolution, to the City Manager the authority to order any action required for the emergency. Similarly, the City Council may dispense bidding requirements under TMC section 2.20.270(a).

By way of a separate agenda item, staff is seeking the City Council to dispense of the bidding requirements under both the California Public Contracts Code and the TMC. Subject to approval of that item, staff is seeking, that through this agenda item, the City Council provide the requisite contract and budgetary authority staff needs to fully effectuate the Resolution.

As noted earlier, to quickly and appropriately respond to the shelter emergency and implement the Resolution, the City Manager has authorized various construction activities. The first component of work authorized related to additional groundwork and utility connections that were needed at the Arbor Avenue site. This work was appropriately effectuated as change orders to GradeTech's contract. Thus far, the existing change orders consist of work totaling \$790,000, and an additional amount of change orders totaling \$300,000 are anticipated to be needed to complete the requisite work. Staff is seeking that the Council grant to the City Manager, both retroactively and prospectively, the contract authority for these change orders to GradeTech's contract as the total amounts exceed the original authority that had been granted to the City Manager for change orders when the City Council awarded the contract to GradeTech.

In addition, to quickly address the shelter emergency, staff also employed the work of the construction contractors noted on Table 1, as they were immediately available to complete the needed work. The City Council needs to appropriate additional funds from the General Fund to satisfy this additional construction work.

TABLE 1 - ADDITIONAL CONSTRUCTION WORK PERFORMED TO ADDRESS SHELTER EMERGENCY

<u>Vendor</u>	<u>Summary</u>	<u>FY 2022/23</u>	<u>Total Not-to-Exceed Amount</u>
Tennyson Electric, Inc.	Installation of all Electrical Utilities for the Modulars and Containers sleeping quarters; funded by General Fund.	\$125,000 Completed + Anticipated work \$125,000	\$250,000
Tracy Grading & Paving	Site grading for contingency shelter capacity; funded by General Fund.	\$220,000 Completed	\$220,000

FISCAL IMPACT

Funding for the change orders to GradeTech's contract has already been appropriated to the Temporary Emergency Housing Project, CIP 71112, which has sufficient funds remaining in the budget to pay the proposed change order. An additional appropriation of \$470,000 from the City of Tracy's General Fund's fund balance is needed to pay Tennyson Electric, Inc., and Tracy Grading & Paving, as well as an amendment to the FY 2022-23 Operating and Capital Budget to reflect such appropriation.

PUBLIC OUTREACH / INTEREST

Several Public Outreach sessions were conducted by City Staff. A Town Hall style activity was conducted at the Homeless Advisory Committee meeting on August 22, 2022. At this meeting the community gave feedback and support for solutions to our shelter crisis.

COORDINATION

Coordinated efforts between City departments continue, including the Public Works Department, South San Joaquin County Fire Authority, Tracy Police Department, and the Code Enforcement team to proactively address issues related to homelessness and providing bi-weekly park clean-ups. These clean-ups also serve as an opportunity to educate the unsheltered population on available resources in the community and the upcoming transition plan once the shelter sites are onboard. The Ad Hoc Homeless Committee heard a summary of this item on October 20, 2022.

CEQA DETERMINATION

Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis. In addition, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112). A Notice of Exemption was issued on October 16, 2020 for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for Emergency Projects). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

STRATEGIC PLAN

This agenda item supports the Public Safety Strategic Priority, Implement the adopted Homelessness Strategic Plan. More specifically, by adopting this new resolution, the City Council would reaffirm their commitment to follow through with the strategic priorities set forth in their Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution (1) ratifying, retroactively and prospectively, the following two construction contracts: (a) Tennyson Electric, Inc. (Tennyson) in the amount of \$125,000 for work performed and \$125,000 in anticipated work; (b) Tracy Grading

& Paving (Tracy Grading) in the amount of \$220,000 for work performed; (2) (a) Authorizing an appropriation of \$470,000 from the City of Tracy's General Fund to fund the Tennyson and Tracy Grading contracts; and (b) amending the FY 2022-23 operating and capital budget to reflect such appropriation; (3) granting, retroactively and prospectively, to the City Manager additional authority to execute change orders to the contract awarded to GradeTech, Inc. for CIP 71112 Arbor Temporary Emergency Housing Project in the original amount of \$1,978,480 as follows: (a) \$790,000 for work performed; and (b) \$300,000 in anticipated work; and (4) adopting requisite findings under the California Environmental Quality Act.

Prepared by: Leisser Mazariegos, Associate Civil Engineer

Reviewed by: Kris Balaji, PMP, PE, Director of Development Services
Sara Cowell, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager


CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2022-197

(1) RATIFYING, RETROACTIVELY AND PROSPECTIVELY, THE FOLLOWING TWO CONSTRUCTION CONTRACTS: (A) TENNYSON ELECTRIC, INC. (TENNYSON) IN THE AMOUNT OF \$125,000 FOR WORK PERFORMED AND \$125,000 IN ANTICIPATED WORK; (B) TRACY GRADING & PAVING (TRACY GRADING) IN THE AMOUNT OF \$220,000 FOR WORK PERFORMED;

(2) (A) AUTHORIZING AN APPROPRIATION OF \$470,000 FROM THE CITY OF TRACY'S GENERAL FUND TO FUND THE TENNYSON AND TRACY GRADING CONTRACTS; AND (B) AMENDING THE FY 2022-23 OPERATING AND CAPITAL BUDGET TO REFLECT SUCH APPROPRIATION;

(3) GRANTING, RETROACTIVELY AND PROSPECTIVELY, TO THE CITY MANAGER ADDITIONAL AUTHORITY TO EXECUTE CHANGE ORDERS TO THE CONTRACT AWARDED TO GRADETECH, INC. FOR CAPITAL IMPROVEMENT PROJECT (CIP) 71112 ARBOR TEMPORARY EMERGENCY HOUSING PROJECT IN THE ORIGINAL AMOUNT OF \$1,978,480 AS FOLLOWS: (A) \$790,000 FOR WORK PERFORMED; AND (B) \$300,000 IN ANTICIPATED WORK; AND

(4) ADOPTING REQUISITE FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, on March 10, 2020, the Tracy City Council (Council) adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2; and

WHEREAS, for the next two years, the City of Tracy (City) actively pursued the development and construction of a temporary housing shelter on City-owned land located on Arbor Avenue to serve as an ongoing full-service temporary housing solution for the City's unsheltered (Temporary Emergency Housing Project, CIP 71112); and

WHEREAS, during this period, the City designed the facility and nearly completed Phase I of the Temporary Emergency Housing Project, consisting of groundwork and utility construction, and had anticipated opening the Temporary Emergency Housing Project by December 2022; and

WHEREAS, in the summer of 2022, the City experienced a significant setback after the opening of bids for the installation of the sprung structure, which would cause a significant delay in the completion of the Temporary Emergency Housing Project; and

WHEREAS, on August 16, 2022, due to this significant delay, the ongoing threat to the health and safety of the unsheltered population, and in anticipation of the necessity to protect

the unsheltered from exposure to harsh weather conditions during the upcoming winter season, Council adopted Resolution No. 2022-121 (Resolution), which reaffirmed an emergency shelter crisis, pursuant to California Government Code 8698.4, to immediately address the increasing number of unsheltered individuals within the City; and

WHEREAS, due to the declaration of an emergency, the Resolution authorized the City Manager to take requisite actions needed to expeditiously provide interim housing solutions; and,

WHEREAS, during this time the City was also exploring the leasing and purchasing of fully constructed modular units to locate on Arbor Avenue and did not anticipate undertaking additional construction activities at the site; and

WHEREAS, the City moved forward to house unsheltered residents of the City by installing prefabricated trailers; and

WHEREAS, to install these trailers, additional accommodations to the current site needed to be made, all of which were not within the original scope of work for GradeTech's contract, and included additional groundwork and utility connections (water, sewer, electrical), installation of fencing and signage, and procurement of generators and furniture; and

WHEREAS, on November 1, 2022, through Resolution No. 2022-162, the Council ratified a set of actions that had been taken by the City Manager to address the shelter emergency; now, therefore, be it

RESOLVED: That the City Council hereby ratifies, retroactively and prospectively, the following two construction contracts: (a) Tennyson Electric, Inc. (Tennyson) in the amount of \$125,000 for work performed and \$125,000 in anticipated work; (b) Tracy Grading & Paving (Tracy Grading) in the amount of \$220,000 for work performed; and be it

FURTHER RESOLVED: That the City Council hereby authorizes an appropriation of \$470,000 from the City of Tracy's general fund to fund the Tennyson and Tracy Grading contracts; and (b) Amends the FY 2022-23 operating and capital budget to reflect such appropriation; and be it

FURTHER RESOLVED: That the City Council hereby grants, retroactively and prospectively, to the City Manager additional authority to execute change orders to the contract awarded to GradeTech, Inc. for Capital Improvement Project (CIP) 71112 Arbor Temporary Emergency Housing Project in the original amount of \$1,978,480 as follows: (a) \$790,000 for work performed; and (b) \$300,000 in anticipated work; and be it

FURTHER RESOLVED: That the City Council finds and determines that Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112), a Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing Project in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for Emergency

Projects), no environmental impacts beyond those already analyzed for the CIP exist, and accordingly, no further CEQA analysis is needed.

* * * * *

The foregoing Resolution 2022-197 was adopted by the Tracy City Council on the 6th day of December 2022, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTENTION: COUNCIL MEMBERS: NONE


NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: Nancy D. Young
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of
the City of Tracy, California



City of Tracy Agreement Routing

Please fill out form completely & write N/A if not applicable.

CONTRACTOR/COMPANY INFORMATION

Contractor/Company:	Tennyson Electric, Inc.	Email:	miket@tennysonelec.com
Contact Person:	Michael A. Tennyson	Phone:	925-606-1038

REQUESTING CITY DEPARTMENT

Department:	Support Services	Phone:	209-831-6444
Project Manager:	Leisser Mazarlegos	Admin:	Colleen Minnis
Contract Type:	PSA <input type="checkbox"/> GSA <input type="checkbox"/>	Amendment <input type="checkbox"/>	Public Proj. <input checked="" type="checkbox"/> SIA <input type="checkbox"/> OIA <input type="checkbox"/> Other <input type="checkbox"/>
To be signed by:	Mayor <input type="checkbox"/>	City Manager <input checked="" type="checkbox"/>	City Attorney <input type="checkbox"/>
Per signature authority:	TMC \$2,20,080	TMC \$2,20,090	Department Head <input type="checkbox"/>
			TMC \$2,20,100

CONTRACT DESCRIPTION/INFORMATION

Project Name:	Contingency Shelter CIP 71112			
	Approved by/Reso No. & Date	Amount	Term	Total Amount
Original	City Council/Reso 2022-197/December 6, 2022	120,000.00		120,000.00
Amendment No. 1 / Task Order				
Amendment No. 2				
<input type="checkbox"/> Previously reviewed by City Attorney's Office.	Document Review No. <u>23-014</u>			
<input type="checkbox"/> Exhibits A through _____ attached.	<input checked="" type="checkbox"/> Signed by other Party & confirmed corporate, LLC or LP status, if applicable. To confirm Corp., LLC or LP status, please visit https://businesssearch.sos.ca.gov/			
<input checked="" type="checkbox"/> Check if two originals are attached. The Clerk's Office will keep one original.				
<input type="checkbox"/> Check if document will need to be notarized.				
<input type="checkbox"/> Check if document will be recorded & list who will record the agreement:				

INSURANCE REQUIREMENTS

All Insurance Certificates must include the corresponding Contract Name

<input checked="" type="checkbox"/> Insurance Certificate is attached.	<input type="checkbox"/> This is an Amendment or Task Order. Insurance Certificate is on file & current.	
<input type="checkbox"/> Is Endorsement included?	<input type="checkbox"/> Is Waiver of Subrogation attached?	Risk Manager Initials: _____
<input type="checkbox"/> Check if any modifications to insurance requirements & include email from Risk Manager approving modification.		

FINANCE & BUSINESS LICENSE INFORMATION

To locate the business license number and status, please visit <https://tracy.hdlgov.com/Search/Index/BusinessLicense>

City Account # Funds are budgeted & available	CIP 71112	Business License #	BL# 06001051 Exp 6/30/23
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NOTES/SPECIAL INSTRUCTIONS

DocuSigned by:

Leisser Mazarlegos

DocuSigned by:
000054892157740E

2/1/2023 | 3:38 PM PST

DocuSigned by:

Karen Kim

2/7/2023 | 5:28 PM PST

DocuSigned by:
TAP0004E487AEE

DocuSigned by:

CONTRACT CERTIFICATION & APPROVALS

1. Department Head	<i>Michael J. Mazarlegos</i>	Date 2/14/2023	14. City Attorney	<i>Reinhard</i>	Date 2/12/23
2. Risk	<i>Karen Kim</i>	Date 2/15/2023	15. City Clerk	<i>MLOPS</i>	Date 2/11/2023
3. Finance	<i>Don Higgins</i>	Date 2/15/2023	2:33 PM PST		

DocuSigned by:
TAP0004E487AEE

Contract questions? Contact City Attorney's office (209) 831-6130. Insurance questions? Contact Risk Manager (209) 831-6169. Finance questions? Contact Finance Department (209) 831-6822. Business License Questions? Contact HDL (209) 826-1827 or request@hdlgov.com

Contract

This public works contract ("Contract") is entered into by and between the City of Tracy ("City") and Tennyson Electric, Inc. a California Corp. ("Contractor") for work at the Contingency Shelter ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On December 6, 2022, City authorized award of this Contract Tennyson Electric, Inc. a California Corp. to Contractor for the amount of \$120,000 Contractor's bid, per Resolution 2022-197.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the following (subject to the order of precedence in Section 3.2 of the General Conditions):
 - 2.1 Bid Proposal and attachments thereto;
 - 2.2 Contract;
 - 2.3 Payment, Performance and Warranty Bonds; and
 - 2.4 The following: No other documents
3. **Contractor's Obligations.** Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor One Hundred and Twenty Thousand Dollars (\$120,000.00) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will complete the Work for the Project within three weeks (21) calendar days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of One Hundred Dollars (\$100) for each calendar day of unexcused delay in completion, and the Contract Price will be reduced accordingly.

7. Labor Code Compliance.

7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance. Contractor shall comply with all other applicable federal, state, and local laws, regulations and policies pertaining to labor standards insofar as those laws, regulations and policies apply to the performance of this Contract, including any applicable City employment requirements, including but not limited to, the City's Local Hiring Policy (attached as Exhibit 1 to this Contract).

7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.

7.3 **DIR Registration.** City will not enter into the Contract with a bidder, without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code section 1725.5, subject to limited legal exceptions.

8. **Workers' Compensation Certification.** Under Labor Code section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' 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 on this Contract."

9. **Conflicts of Interest.** Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City:

Development Services Department
Attn: Koosun Kim, Interim City Engineer
Address: 333 Civic Center Plaza
City/State/Zip: Tracy, CA 95376
Email: leisser.mazariegos@cityoftracy.org
Copy to: Adrienne Richardson, City Clerk
Email: adrienne.richardson@cityoftracy.org

Contractor:

Name: **Tennyson Electric, Inc**
Address: **7275 National Drive, Suite A2**
City/State/Zip: **Livermore, CA 94550**
Phone: **(925) 390-0101**
Attn: **Mike Tennyson**
Email: miket@tennysonelec.com
Copy to: **Lisa Manley, Accounts Receivable**
AR@tennysonelec.com

12. **General Provisions.**

12.1 **Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.

12.2 **Third Party Beneficiaries.** There are no intended third-party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.

12.3 **Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of San Joaquin County, and no other place.

12.4 **Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

12.5 **Integration; Severability.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in effect.

12.6 **Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, at least two signatures are required pursuant to California Corporation Code section 313: (1) one from an officer on the operations side of the corporation (such as president, vice president, chief operating officer, etc.); and (2) one from the finance side of the corporation

(such as the chief financial officer, treasurer, etc.) or from the corporate secretary. Alternatively, if only one signature will be obtained from a corporation, attach the corporate resolution authorizing that individual to bind the corporation to contracts.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY:

s/ Midori Lichtwardt

Midori Lichtwardt for

Michael Rogers/ City Manager

Date: 02/23/2023

Approved as to form:

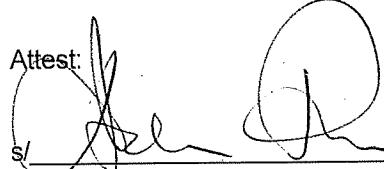
s/ Riana Daniel

Riana Daniel

Bijal Patel/City Attorney

Date: 2/22/23

Attest:

s/ , City Clerk
Adrianne Richardson

Date: 2/27/2023

CONTRACTOR: Tennyson Electric, Inc.

Business Name

s/ 

Seal:

Michael A. Tennyson Pres/Sec

Name/Title [print]

Date: 1/30/23

Second Signature (See Section 12.6):

s/ 

Matthew Tennyson CEO (manager)

Name/Title [print]

Date: 1/30/23

717998 1/31/24

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

Payment Bond

Bond Number: 09417180
Premium: Included w/Performance Bond

The City of Tracy ("City") and Tennyson Electric, Inc. a California Corp. ("Contractor") have entered into a contract, dated December 6, 2022 ("Contract") for work on the Contingency Shelter ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and Fidelity and Deposit Company of Maryland, its surety ("Surety"), are bound to City as obligee in an amount not less than \$ 120,000.00, under California Civil Code sections 9550, et seq.
2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay any of the persons named in California Civil Code section 9100 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors, under California Unemployment Insurance Code section 13020, with respect to the work and labor, then Surety will pay for the same.
3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be void. Otherwise, Surety's obligations will remain in effect.
5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845. City waives requirement of a new bond for any supplemental contract under Civil Code section 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: Dave Gillis - Fidelity and Deposit Company of Maryland
Address: 525 Market Street, Ste. 2900
City/State/Zip: San Francisco, CA 94105
Phone: (916) 952-0800
Fax: 415-538-7366
Email: dave.gillis@zurichna.com

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on January 24, 2023. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: Fidelity and Deposit Company of Maryland

Business Name

s/ Erin Brown

Erin Brown, Attorney-In-Fact

Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: Tennyson Electric, Inc.

Business Name

s/ Mark A. Tennyson

Michael A. Tennyson Pres/Secr

Name/Title [print]

s/ Mark Tennyson

Matthew Tennyson CEO (manager)

Name/Title [print]

APPROVED BY CITY:

s/ _____

Name/Title [print]

END OF PAYMENT BOND

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

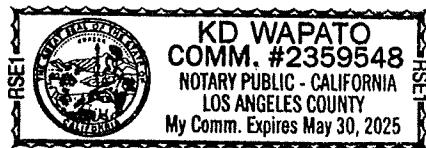
State of California

County of Los Angeles

On JAN 24 2023 before me, KD Wapato, Notary Public, personally appeared Erin Brown who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

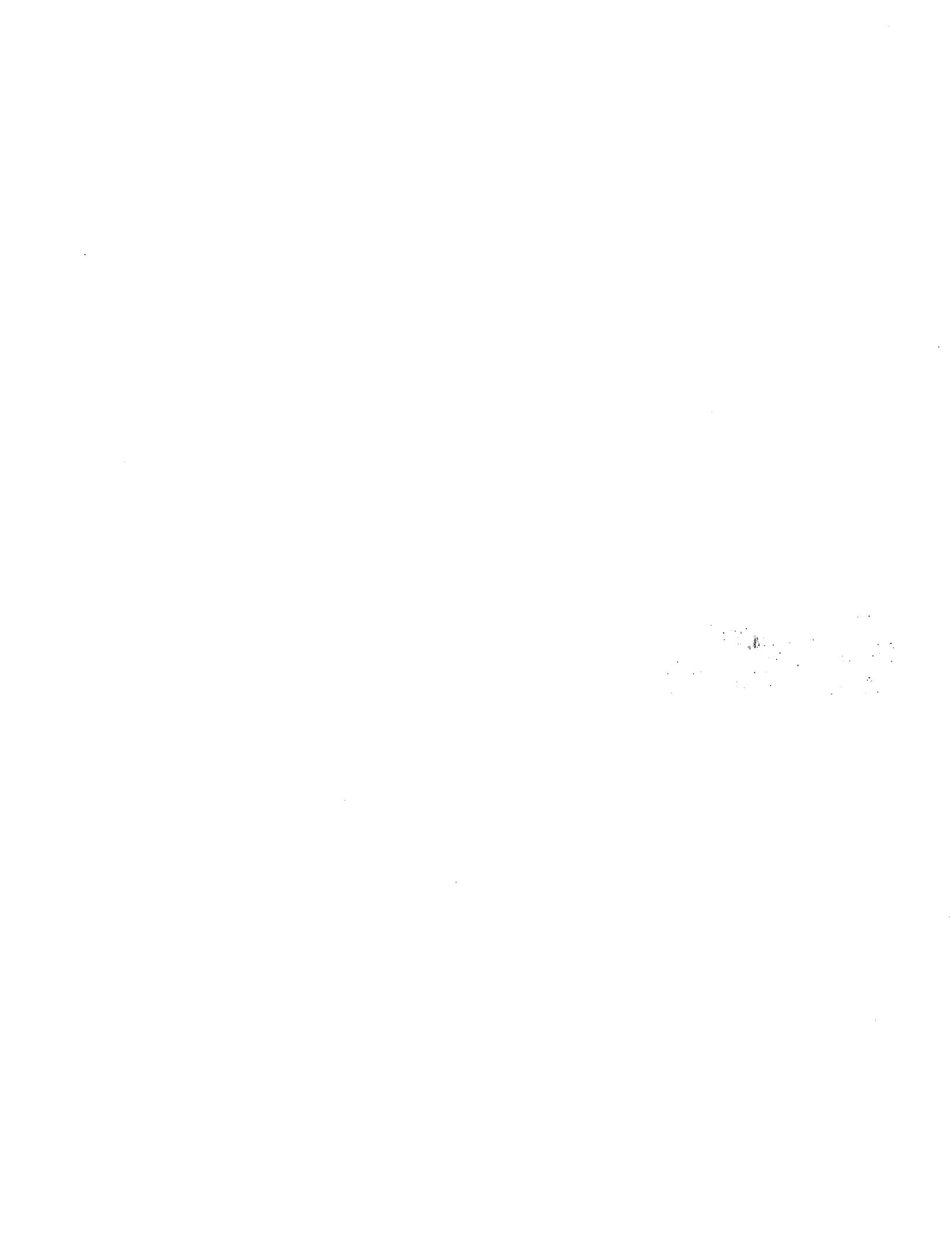
Witness my hand and official seal.



Signature _____

KD Wapato, Notary Public

A handwritten signature in black ink, appearing to read "KD WAPATO".



ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint B. ALEMAN, Ethan SPECTOR, Timothy NOONAN, Janina MONROE, Adriana VALENZUELA, Jennifer OCHS, Aidan SMOCK, Lisa CRAIL, Simone GERHARD, Erin BROWN, Paul RODRIGUEZ, Emily NEWELL, D. GARCIA, KD WAPATO, Marina TAPIA, Edward C. SPECTOR, Ethan SPECTOR of Los Angeles, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 07th day of February, A.D. 2022.



ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 07th day of February, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of JAN 24 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Payment Bond

Bond Number: 09417180
Premium: Included w/Performance Bond

The City of Tracy ("City") and Tennyson Electric, Inc. a California Corp. ("Contractor") have entered into a contract, dated December 6, 2022 ("Contract") for work on the Contingency Shelter ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and Fidelity and Deposit Company of Maryland, its surety ("Surety"), are bound to City as obligee in an amount not less than \$ 120,000.00, under California Civil Code sections 9550, et seq.
2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay any of the persons named in California Civil Code section 9100 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors, under California Unemployment Insurance Code section 13020, with respect to the work and labor, then Surety will pay for the same.
3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be void. Otherwise, Surety's obligations will remain in effect.
5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845. City waives requirement of a new bond for any supplemental contract under Civil Code section 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: Dave Gillis - Fidelity and Deposit Company of Maryland

Address: 525 Market Street, Ste. 2900

City/State/Zip: San Francisco, CA 94105

Phone: (916) 952-0800

Fax: 415-538-7366

Email: dave.gillis@zurichna.com

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on January 24, 2023. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: Fidelity and Deposit Company of Maryland

Business Name

s/ Erin Brown

Erin Brown, Attorney-In-Fact

Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: Tennyson Electric, Inc.

Business Name

s/ Michael A. Tennyson

Michael A. Tennyson Pres/Secr

Name/Title [print]

s/ Mark Tennyson

Mark Tennyson CEO (Manager)

Name/Title [print]

APPROVED BY CITY:

s/ _____

Name/Title [print]

END OF PAYMENT BOND

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On JAN 24 2023 before me, KD Wapato, Notary Public, personally appeared Erin Brown who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.



Signature _____

 KD Wapato, Notary Public

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint B. ALEMAN, Ethan SPECTOR, Timothy NOONAN, Janina MONROE, Adriana VALENZUELA, Jennifer OCHS, Aidan SMOCK, Lisa CRAIL, Simone GERHARD, Erin BROWN, Paul RODRIGUEZ, Emily NEWELL, D. GARCIA, KD WAPATO, Marina TAPIA, Edward C. SPECTOR, Ethan SPECTOR of Los Angeles, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 07th day of February, A.D. 2022.



ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 07th day of February, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of JAN 24 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Performance Bond

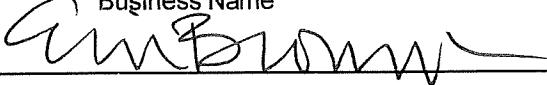
The City of Tracy ("City") and Tennyson Electric, Inc. a California Corp. ("Contractor") have entered into a contract, dated December 6, 2022 ("Contract") for work on the Contingency Shelter ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as Principal and Fidelity and Deposit Company of Maryland, its surety ("Surety"), are bound to City as obligee for an amount not less than \$ 120,000.00. By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.
2. **Surety's Obligations; Waiver.** If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become void upon recordation of the notice of completion, provided Contractor has timely provided a warranty bond as required under the Contract. Otherwise Surety's obligations will remain in effect until expiration of the one year warranty period under the Contract. Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845.
3. **Application of Contract Balance.** Upon making a demand on this Bond, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or back charges to which City is entitled under the terms of the Contract.
4. **Contractor Default.** Upon written notification from City that Contractor is in default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
 - 4.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
 - 4.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense, or
 - 4.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
5. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
6. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: Dave Gillis - Fidelity and Deposit Company of Maryland
Address: 525 Market Street, Ste. 2900
City/State/Zip: San Francisco, CA 94105
Phone: (916) 952-0800
Fax: 415-538-7366
Email: dave.gillis@zurichna.com

7. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court for the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.
8. **Effective Date; Execution.** This Bond is entered into and effective on January 24, 2023. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

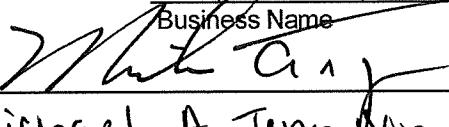
SURETY: Fidelity and Deposit Company of Maryland
Business Name

s/ 

Erin Brown, Attorney-In-Fact
Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: Tennyson Electric, Inc.
Business Name

s/ 

Michael A. Tennyson P.E./S/C
Name/Title [print]

s/ 

Matthew Tennyson CEO (manager)
Name/Title [print]

APPROVED BY CITY:

s/ _____

Name/Title [print]

END OF PERFORMANCE BOND

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On JAN 24 2023 before me, KD Wapato, Notary Public, personally appeared Erin Brown who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

Witness my hand and official seal.

Signature _____

 KD Wapato, Notary Public

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint B. ALEMAN, Ethan SPECTOR, Timothy NOONAN, Janina MONROE, Adriana VALENZUELA, Jennifer OCHS, Aidan SMOCK, Lisa CRAIL, Simone GERHARD, Erin BROWN, Paul RODRIGUEZ, Emily NEWELL, D. GARCIA, KD WAPATO, Marina TAPIA, Edward C. SPECTOR, Ethan SPECTOR of Los Angeles, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 07th day of February, A.D. 2022.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 07th day of February, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of JAN 24 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Performance Bond

The City of Tracy ("City") and Tennyson Electric, Inc. a California Corp. ("Contractor") have entered into a contract, dated December 6, 2022 ("Contract") for work on the Contingency Shelter ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as Principal and Fidelity and Deposit Company of Maryland, its surety ("Surety"), are bound to City as obligee for an amount not less than \$120,000.00. By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.
2. **Surety's Obligations; Waiver.** If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become void upon recordation of the notice of completion, provided Contractor has timely provided a warranty bond as required under the Contract. Otherwise Surety's obligations will remain in effect until expiration of the one year warranty period under the Contract. Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845.
3. **Application of Contract Balance.** Upon making a demand on this Bond, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or back charges to which City is entitled under the terms of the Contract.
4. **Contractor Default.** Upon written notification from City that Contractor is in default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
 - 4.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
 - 4.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense, or
 - 4.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
5. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
6. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: Dave Gillis - Fidelity and Deposit Company of Maryland
Address: 525 Market Street, Ste. 2900
City/State/Zip: San Francisco, CA 94105
Phone: (916) 952-0800
Fax: 415-538-7366
Email: dave.gillis@zurichna.com

7. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court for the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.
8. **Effective Date; Execution.** This Bond is entered into and effective on January 24, 2023. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: Fidelity and Deposit Company of Maryland
Business Name

s/ Erin Brown

Erin Brown, Attorney-In-Fact
Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: Tennyson Electric, Inc.
Business Name

s/ Michael A. Tennyson
Michael A. Tennyson P(E) SCCR
Name/Title [print]

s/ Matthew Tennyson
Matthew Tennyson CEO (Manager)
Name/Title [print]

APPROVED BY CITY:

s/ _____

Name/Title [print]

END OF PERFORMANCE BOND

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

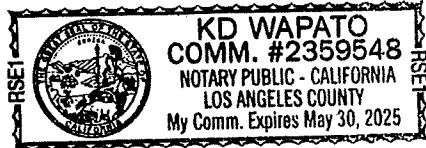
State of California

County of Los Angeles

On JAN 24 2023 before me, KD Wapato, Notary Public, personally appeared Erin Brown who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.



Signature _____

KD Wapato, Notary Public

A handwritten signature in black ink, appearing to read "KD WAPATO".

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint B. ALEMAN, Ethan SPECTOR, Timothy NOONAN, Janina MONROE, Adriana VALENZUELA, Jennifer OCHS, Aidan SMOCK, Lisa CRAIL, Simone GERHARD, Erin BROWN, Paul RODRIGUEZ, Emily NEWELL, D. GARCIA, KD WAPATO, Marina TAPIA, Edward C. SPECTOR, Ethan SPECTOR of Los Angeles, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 07th day of February, A.D. 2022.



ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 07th day of February, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this day of JAN 24 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Warranty Bond

The City of Tracy ("City") and Tennyson Electric, Inc. a California Corp. ("Contractor") have entered into a contract, dated December 6, 2022 ("Contract") for work on the Contingency Shelter ("Project"). The Contract is incorporated by reference into this Warranty Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and Company of Maryland, its surety ("Surety"), are bound to City as obligee in the maximum amount of 10% of the final Contract Price, unless otherwise specified in the Contract Documents.

2. **Warranty Period.** The Contract requires Contractor to guarantee its Work and that of its Subcontractors on the Project, against defects in materials or workmanship which are discovered during the one-year period commencing with recordation of the notice of completion (the "Warranty Period").

3. **Surety's Obligations.** If Contractor faithfully carries out and performs its guarantee under the Contract, and, on due notice from City, repairs and make good at its sole expense any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Contractor promptly reimburses City for all loss and damage that City sustains because of Contractor's failure to make such repairs in accordance with the Contract requirements, then Surety's obligations under this Bond will be void. Otherwise, Surety's obligations will remain in effect.

4. **Waiver.** Surety waives the provisions of Civil Code sections 2819 and 2845.

5. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: Dave Gillis - Fidelity and Deposit Company of Maryland
Address: 525 Market Street, Ste. 2900
City/State/Zip: San Francisco, CA 94105
Phone: (916) 952-0800
Fax: 415-538-7366
Email: dave.gillis@zurichna.com

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on January 24, 2023. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

[Signatures are on the following page.]

SURETY: Fidelity and Deposit Company of Maryland

Business Name

Erin Brown

Erin Brown, Attorney-In-Fact

Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: Tennyson Electric, Inc.

Business Name

s/

Michael A Tennyson Project Leader

Name/Title [print]

s/

Matthew Tennyson CEO (manager)

Name/Title [print]

APPROVED BY CITY:

s/

Name/Title [print]

END OF WARRANTY BOND

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On JAN 24 2023 before me, KD Wapato, Notary Public, personally appeared Erin Brown who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

Witness my hand and official seal.

Signature _____

KD Wapato, Notary Public

A handwritten signature in black ink, appearing to read "KD Wapato". It is written in a cursive, flowing style and is positioned above the line where the name "KD Wapato, Notary Public" is typed.

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **B. ALEMAN, Ethan SPECTOR, Timothy NOONAN, Janina MONROE, Adriana VALENZUELA, Jennifer OCHS, Aidan SMOCK, Lisa CRAIL, Simone GERHARD, Erin BROWN, Paul RODRIGUEZ, Emily NEWELL, D. GARCIA, KD WAPATO, Marina TAPIA, Edward C. SPECTOR, Ethan SPECTOR of Los Angeles, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 07th day of February, A.D. 2022.



ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 07th day of February, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of JAN 24 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Warranty Bond

The City of Tracy ("City") and Tennyson Electric, Inc. a California Corp. ("Contractor") have entered into a contract, dated December 6, 2022 ("Contract") for work on the Contingency Shelter ("Project"). The Contract is incorporated by reference into this Warranty Bond ("Bond").

Fidelity and Deposit

- General.** Under this Bond, Contractor as principal and Company of Maryland, its surety ("Surety"), are bound to City as obligee in the maximum amount of 10% of the final Contract Price, unless otherwise specified in the Contract Documents.
- Warranty Period.** The Contract requires Contractor to guarantee its Work and that of its Subcontractors on the Project, against defects in materials or workmanship which are discovered during the one-year period commencing with recordation of the notice of completion (the "Warranty Period").
- Surety's Obligations.** If Contractor faithfully carries out and performs its guarantee under the Contract, and, on due notice from City, repairs and make good at its sole expense any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Contractor promptly reimburses City for all loss and damage that City sustains because of Contractor's failure to make such repairs in accordance with the Contract requirements, then Surety's obligations under this Bond will be void. Otherwise, Surety's obligations will remain in effect.
- Waiver.** Surety waives the provisions of Civil Code sections 2819 and 2845.
- Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: Dave Gillis - Fidelity and Deposit Company of Maryland
Address: 525 Market Street, Ste. 2900
City/State/Zip: San Francisco, CA 94105
Phone: (916) 952-0800
Fax: 415-538-7366
Email: dave.gillis@zurichna.com

- Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.
- Effective Date; Execution.** This Bond is entered into and is effective on January 24, 2023. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

[Signatures are on the following page.]

SURETY: Fidelity and Deposit Company of Maryland

Business Name

s/ Erin Brown

Erin Brown, Attorney-In-Fact

Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: Tennyson Electric, Inc.

Business Name

s/ Matthew C. Tennyson

Michael A. Tennyson Pres/Sec

Name/Title [print]

s/ Matthew Tennyson

Matthew Tennyson CEO (manager)

Name/Title [print]

APPROVED BY CITY:

s/ _____

Name/Title [print]

END OF WARRANTY BOND

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On JAN 24 2023 before me, KD Wapato, Notary Public, personally appeared Erin Brown who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.



Signature _____
KD Wapato, Notary Public

A handwritten signature in black ink, appearing to read 'KD Wapato'.

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **B. ALEMAN**, **Ethan SPECTOR**, **Timothy NOONAN**, **Janina MONROE**, **Adriana VALENZUELA**, **Jennifer OCHS**, **Aidan SMOCK**, **Lisa CRAIL**, **Simone GERHARD**, **Erin BROWN**, **Paul RODRIGUEZ**, **Emily NEWELL**, **D. GARCIA**, **KD WAPATO**, **Marina TAPIA**, **Edward C. SPECTOR**, **Ethan SPECTOR of Los Angeles, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 07th day of February, A.D. 2022.



ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: **Robert D. Murray**
Vice President

By: **Dawn E. Brown**
Secretary

State of Maryland
County of Baltimore

On this 07th day of February, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray**, Vice President and **Dawn E. Brown**, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of JAN 24 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/20/2022

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

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

PRODUCER
Woodruff-Sawyer & Co.
50 California Street, Floor 12
San Francisco CA 94111

CONTACT NAME: Ranjani Sharma	FAX (AC. No.): 415-989-9923
PHONE (AC. No. Ext): 415-402-6507	
E-MAIL ADDRESS: rsharma@woodruffssawyer.com	
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee and Liability Insurance	26247
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Tennyson Electric, Inc.
7275 National Drive, Suite A-2
Livermore, CA 94550

TENNSO-01

COVERAGE

CERTIFICATE NUMBER: 270142000

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	GLA430171401	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS X HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		GLA430171401	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		SXS421452301	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	DED <input type="checkbox"/> RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC452456401	3/1/2022	3/1/2023	X PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: TEI Job #122048; Temporary Traffic Signal at Corral Hollow Road and Valpico Road Intersection CIP 72124 . City of Tracy, and its officers, officials, employees, are additional insured per the attached forms, wherein coverage is Primary and Non-Contributory. Waiver of Subrogation applies per the attached form. Excess liability/umbrella coverage is written on a following form basis as respects additional insureds and waivers of subrogation.

CERTIFICATE HOLDER

CANCELLATION

City of Tracy - Development & Engineering Services 333 Civic Center Plaza Tracy CA 95376	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Ranjani Sharma</i>

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLA430171401	Effective Date: 03/01/2022
-------------------------	----------------------------

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
 - b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
 - b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory Insurance

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – Limits Of Insurance:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

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

All other terms, conditions, provisions and exclusions of this policy remain the same.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 03/01/2022 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. WC452456401

Endorsement No.

of the

Zurich American Insurance Company
(NAME OF INSURANCE COMPANY)

Issued to Tennyson Electric, Inc.

Premium (if any) \$

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE
REQUIRED BY WRITTEN CONTRACT OR AGREEMENT
WITH THE INSURED, EXECUTED PRIOR TO THE
ACCIDENT OR LOSS, THAT WAIVER OF
SUBROGATION BE PROVIDED UNDER THIS POLICY
FOR WORK PERFORMED BY YOU FOR THAT PERSON
AND/OR ORGANIZATION ALL CA OPERATIONS



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **717998** Entity **CORP**
Business Name **TENNYSON ELECTRIC INC**

Classification(s) **C10 A C-7**

Expiration Date **01/31/2024**

www.csib.ca.gov



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Business Search

▀ The California Business Search provides access to available information for **corporations**, **limited liability companies** and **limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note, a **basic search** will search **only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains ? keyword?

[Skip to main content](#)

TENNYSON ELECTRIC HOLDINGS, INC. (5271265)



Request
Certificate

Initial Filing Date	09/29/2022
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	DELAWARE
Entity Type	Stock Corporation - Out of State - Stock
Principal Address	7275 NATIONAL DRIVE SUITE A-2 LIVERMORE, CA 94550
Mailing Address	7275 NATIONAL DRIVE SUITE A-2 LIVERMORE, CA 94550
Statement of Info Due Date	09/30/2023
Agent	Individual 5705974 MATTHEW TENNYSON 7275 NATIONAL DRIVE SUITE A-2 LIVERMORE, CA 94550



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search feature.

Advanced Search

An Advanced search is required when searching for publicly traded disclosure information or a status other than active.

An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2)select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

TENNYSON ELECTRIC HOLDINGS,
INC. (5271265)

Request
Certificate

Initial Filing Date	09/29/2022
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
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Statement of Info Due Date	09/30/2023
Agent	Individual 5705974 MATTHEW TENNYSON 7275 NATIONAL DRIVE SUITE A-2 LIVERMORE, CA 94550



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Advanced ▾

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Business**UCC**

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TENNYSON
ELECTRIC
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ELECTRIC
HOLDINGS, LLC
(201625210636)TENNYSON
ELECTRIC, LLC
(1760533)Tennyson
Electric, LLC
(202252914453)

> 09/29/2022

> 08/31/2016

> 03/20/1995

> 10/16/2022

TENNYSON ELECTRIC HOLDINGS,
INC. (5271265)

Ac

Fo
FT

Initial Filing Date

09/29/2022

Status

Active

Standing - SOS

Good

Standing - FTB

Good

Standing - Agent

Good

Standing - VCFCF

Good

Formed In

DELAWARE

Entity Type

Stock Corporation - Out of
State - Stock

Principal Address

7275 NATIONAL DRIVE
SUITE A-2
LIVERMORE, CA 94550

Mailing Address

7275 NATIONAL DRIVE
SUITE A-2
LIVERMORE, CA 94550Statement of Info
Due Date

09/30/2023

Agent

Individual
5705974
MATTHEW TENNYSON
7275 NATIONAL DRIVE
SUITE A-2
LIVERMORE, CA 94550

View History



Request Access

RESOLUTION 2022-052

AWARDING A CONSTRUCTION CONTRACT TO GRADE TECH, INC. OF SAN RAMON, CALIFORNIA, IN THE AMOUNT OF \$1,978,480 FOR THE TEMPORARY EMERGENCY HOUSING PROJECT ON ARBOR AVENUE, DEMOLITION, ROUGH GRADING AND UNDERGROUND UTILITIES CONSTRUCTION PHASE 1, CIP 71112, WITH A NOT-TO-EXCEED BUDGET OF \$2,473,100, AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF \$197,848, IF NEEDED

WHEREAS, The Temporary Emergency Housing Project on Arbor Avenue, CIP 71112, is an approved project, and

WHEREAS, The first phase of the project was advertised for competitive bids on December 17, 2021, and December 24, 2021. One (1) bid were received and publicly opened via Tele-Conference at 2:00 p.m., on January 19, 2022 with the following results:

<u>Contractor</u>	<u>Base Bid</u>
Grade Tech, Inc. of San Ramon, CA	\$1,978,480

WHEREAS, Grade Tech, Inc. of San Ramon, California was the apparent low bidder, and

WHEREAS, The bid analysis indicates their bid is "responsive" and the bidder is "responsible," and

WHEREAS, Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by City Council, and

WHEREAS, The recommended contingency amount for this project is \$197,848, or 10% of the contract, and

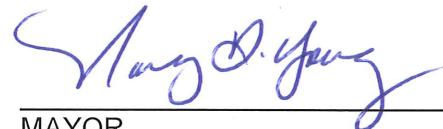
WHEREAS, The City Council has authorized a not to exceed budget for CIP of \$1,144,522; including design, award of contract, construction management, and contingency;

Construction Bid	\$1,978,480
Construction Management (10%)	\$197,848
Design Support During Construction (5%)	\$98,924
Contingency @ 10%	\$197,848
Total Project Cost	\$2,473,100

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy hereby awards a construction contract to Grade Tech, Inc, of San Ramon, California in the amount of \$1,978,480 for the Temporary Emergency Housing Project on Arbor Avenue, Demolition, Rough Grading and Underground Utilities Construction Phase 1, CIP 71112, with a not-to-exceed budget of \$2,473,100 and authorizes the City Manager to approve change orders up to the contingency amount of \$197,848, if needed.

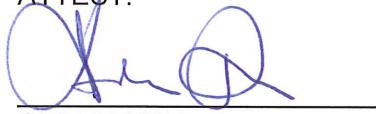
The foregoing Resolution 2022-052 was adopted by the Tracy City Council on the 19th day of April 2022, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE



MAYOR

ATTEST:



CITY CLERK

Contract

This public works contract ("Contract") is entered into by and between the City of Tracy ("City") and Grade Tech Inc. a California Corp. ("Contractor") for work on the CIP 71112, Temporary Emergency Housing Project on Arbor Avenue, (Construction Phase 1), Demolition, Rough Grading and Underground Utilities Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On April 19, 2022, City authorized award of this Contract Grade Tech Inc. to Contractor for the amount of Contractor's bid.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the following (subject to the order of precedence in Section 3.2 of the General Conditions):
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment, Performance and Warranty Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Drawings and Specifications;
 - 2.10 Change Orders and Contract amendments, if any;
 - 2.11 Notice of Award;
 - 2.12 Notice to Proceed; and
 - 2.13 The following: All included forms and any documents as required by Appendix A, Special Conditions: CDBG Federal Contract Provisions
3. **Contractor's Obligations.** Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor One Million Nine Hundred Seventy Eight Thousand four Hundred Eighty Dollars (\$ 1,978,480.00) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will complete the Work for the Project within Ninety (90) calendar days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of Seven Hundred Dollars (\$700) for each calendar day of unexcused delay in completion, and the Contract Price will be reduced accordingly.
7. **Labor Code Compliance.**
 - 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance. Contractor shall comply with all other applicable federal, state, and local laws, regulations and policies pertaining to labor standards insofar as those laws, regulations and policies apply to the performance of this Contract, including any applicable City employment requirements, including but not limited to, ~~the City's Local Hiring Policy (attached as Exhibit 1 to this Contract)~~.
 - 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
 - 7.3 **DIR Registration.** City will not enter into the Contract with a bidder, without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code section 1725.5, subject to limited legal exceptions.
 - 7.4 **HUD Requirements.** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as listed in 24 CFR 75.19. Section 3 requires that to the greatest extent feasible, opportunities for training and employment to be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Section 3 covered project. Please reference the provided information under "special provisions" of the Specifications.
8. **Workers' Compensation Certification.** Under Labor Code section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' 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 on this Contract."
9. **Conflicts of Interest.** Contractor, its employees, Subcontractors, and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor

and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City:

Development Services Department
Attn: Robert Armijo, City Engineer / Paul Verma, Senior Civil Engineer
Address: 333 Civic Center Plaza
City/State/Zip: Tracy, CA 95376
Email: paul.verma@cityoftracy.org
Copy to: Adrienne Richardson, City Clerk
Email: adrienne.richardson@cityoftracy.org

Contractor:

Name: GradeTech Inc.
Address: Po Box 1728
City/State/Zip: San Ramon CA 94583
Phone: 510-733-0390
Attn: Sam Rivinus
Email: gradetech@sbcglobal.net
Copy to: Chris Jordan

12. **General Provisions.**

12.1 **Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.

12.2 **Third Party Beneficiaries.** There are no intended third-party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.

12.3 **Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of San Joaquin County, and no other place.

12.4 **Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

12.5 **Integration; Severability.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in effect.

12.6 **Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, at least two signatures are

required pursuant to California Corporation Code section 313: (1) one from an officer on the operations side of the corporation (such as president, vice president, chief operating officer, etc.); and (2) one from the finance side of the corporation (such as the chief financial officer, treasurer, etc.) or from the corporate secretary. Alternatively, if only one signature will be obtained from a corporation, attach the corporate resolution authorizing that individual to bind the corporation to contracts.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY:

s/ Nancy D. YoungNancy D. Young / Mayor

Michael Rogers /City Manager

Date: 4/20/2022

Approved as to form:

s/ Gregory Rubens

DocuSigned by:

Gregory Rubens

INTERIM CITY ATTORNEY

Gregory J. Rubens /Interim City Attorney

Date: 4/20/2022 | 2:25 PM PDT

Attest:

s/ Adrianne Richardson, City Clerk

Adrianne Richardson

Date: 4/20/2022CONTRACTOR: GradeTech Inc.

Business Name

s/ DR Seal:Sam Rivinius- Pres.

Name/Title [print]

Date: 4-13-22

Second Signature (See Section 12.6):

s/ DRSam Rivinius- Sect/Tres

Name/Title [print]

Date: 4-13-22628365 9-30-23

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

The parties agree to this Contract as witnessed by the signatures below:

CITY:

Approved as to form:

s/

s/

Michael Rogers /City Manager

Gregory J. Rubens /Interim City Attorney

Date: _____

Date: _____

Attest:

s/ _____, City Clerk
Adrienne Richardson

Date: _____

CONTRACTOR: GradeTech Inc.
Business Name

s/ DR _____ Seal:

Sam Rivinius - Pres.
Name/Title [print]

Date: 4-13-22

Second Signature (See Section 12.6):

s/ DR _____

Sam Rivinius - Sect/Tres
Name/Title [print]

Date: 4-13-22

628365 9-30-23
Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California

County of AlamedaOn 4-13-22

Date

personally appeared

}

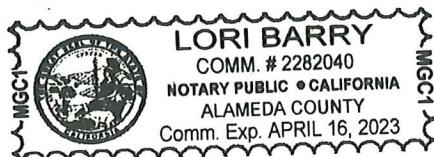
Lori Barry - Notary Public

Here Insert Name and Title of the Officer

Sam Rivinius

Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Contract

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____ Partner – Limited General Partner – Limited General Individual Attorney in Fact Individual Attorney in Fact Trustee Guardian of Conservator Trustee Guardian of Conservator Other: _____ Other: _____

Signer is Representing: _____

Signer is Representing: _____

Bid Proposal

CIP 71112, Temporary Emergency Housing Project on Arbor Avenue, Demolition, Rough Grading and Underground Utilities, (Construction Phase 1)

GradeTech Inc. ("Bidder") hereby submits this Bid Proposal to the City of Tracy ("City") for the above-referenced project ("Project") in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced therein.

1. **Base Bid.** Bidder proposes to perform and complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance, and all overhead for the following price ("Base Bid"):
\$ 1,978,480.00
2. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and review of all addenda issued for this Bid. Bidder specifically acknowledges receipt of the following addenda:

Addendum:	Date Issued:	Addendum:	Date Issued:
#01	<u>1-12-2022</u>	#05	_____
#02	<u>1-14-2022</u>	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

3. **Bidder's Warranties.** By signing and submitting this Bid Proposal, Bidder warrants the following:
 - 3.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents, and represents that, to the best of Bidder's knowledge there are no errors, omissions, or discrepancies in the Contract Documents subject to the limitations of Public Contract Code section 1104.
 - 3.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
 - 3.3 **Bidder is Qualified.** Bidder is qualified to perform the Work.
 - 3.4 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid.
4. **Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, that within ten days following issuance of the notice of award to Bidder, Bidder will do all of the following:
 - 4.1 **Execute Contract.** Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;
 - 4.2 **Submit Required Bonds.** Submit to City a payment bond and a performance bond, each for 100% of the Contract Price, and a warranty bond for 10% of the Contract

Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and

4.3 Insurance Requirements. Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

5. Bid Security. As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4, above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms:

A cashier's check or certified check payable to City and issued by _____ in the amount of \$ _____.

A bid bond, using the Bid Bond form included with the Contract Documents, payable to City and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on 1-19, 2022:

s/ SR
[See section 3 of Instructions to Bidders]

Sam Rivinius - Pres.
Name and Title [print]

s/ SR
[See section 3 of Instructions to Bidders]

Sam Rivinius - Sect/Tres.
Name and Title [print]

GradeTech Inc.
Company Name

628365 A
License # and Classification

Po Box 1728
Address

1000001918
DIR Registration #

San Ramon CA 94583
City, State, Zip

510-733-0390
Phone

Eric Remson
Contact Name

gradetech@sbcglobal.net
Contact Email

END OF BID PROPOSAL

*GradeTech Inc.
P.O. Box 1728
San Ramon, CA 94583
(510) 733-0390 Office
(510) 733-0389 Fax*

CERTIFICATION OF SECRETARY OF CORPORATE RESOLUTION

At the meeting of the Directors of GradeTech Inc. a corporation organized and existing under the laws of the State of California, duly called and held in accordance with the articles of incorporation and bylaws of the corporation at its office on July 17, 1991 at which a quorum was adopted to wit:

Resolved, that Sam Rivinius-President is hereby authorized to sign contracts/agreements in the name of and on behalf of GradeTech Inc.

I, Sam Rivinius, President of GradeTech Inc. do hereby certify that I am the President of said corporation and that the above is full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted at the meeting held on July 17, 1991 and that said resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said corporation.

Date: 1-19-22

Sincerely,



Sam Rivinius
President

Bid Schedule

This Bid Schedule must be completed in ink and must be included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal Form.

AL = Allowance

CF = Cubic Feet

SY = Square Yard

EA = Each

LB = Pounds

LF = Linear Foot

LS = Lump Sum

SF = Square Feet

TON = Ton (2000 lbs.)

(*) = Contingent item of work

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Miscellaneous Work	1	LS	\$ 120,000.	\$ 120,000.00
2	Storm Water Pollution Control Plan	1	LS	\$ 25,000 ⁰⁰	\$ 25,000 ⁰⁰
3	Traffic Control Plan	1	LS	\$ 100 ⁰⁰	\$ 100 ⁰⁰
4	Clearing and Grubbing	1	LS	\$ 294,000.00	\$ 294,000.00
5	Structure Demolition & Disposal (1100 SF CMU)	1	LS	\$ 10,000 ⁰⁰	\$ 10,000 ⁰⁰
6(*)	Asphalt Concrete (AC), Remove and Dispose	650	TON	\$ 40 ⁰⁰	\$ 26,000 ⁰⁰
7 (*)	Portland Cement Concrete, Remove and Dispose	20	TON	\$ 92 ⁰⁰	\$ 1,840 ⁰⁰
8 (*)	Miscellaneous Metal, Remove and Dispose	20	TON	\$ 100 ⁰⁰	\$ 2,000 ⁰⁰
9 (*)	Non-Recyclable Materials, Remove and Dispose	30	TON	\$ 300 ⁰⁰	\$ 9,000 ⁰⁰
10(*)	Remove and Dispose of Class 1 Materials (railroad ties, utility poles)	10	TON	\$ 800 ⁰⁰	\$ 8,000 ⁰⁰
11	Demolition Abandoned Manhole (brick/concrete)	3	EA	\$ 1,500 ⁰⁰	\$ 4,500 ⁰⁰
12	Manhole Repair, Secure Frame & Collar	1	EA	\$ 1,800 ⁰⁰	\$ 1,800 ⁰⁰
13	Demolition Abandoned Utilities (above and below ground)	1	LS	\$ 25,000 ⁰⁰	\$ 25,000 ⁰⁰
14	Earthwork	1	LS	\$ 180,000 ⁰⁰	\$ 180,000 ⁰⁰
15 (*)	Earthwork, Import Fill	4000	CY	\$ 1 ⁰⁰	\$ 4,000 ⁰⁰
16	12" Ductile Iron Water Pipe, Double Wrapped	1,450	LF	\$ 350.00	\$ 507,500.00
17	12" Water Butterfly Valve	2	EA	\$ 3000 ⁰⁰	\$ 6,000 ⁰⁰
18	12" ARV/PRV Valve	1	EA	\$ 4000 ⁰⁰	\$ 4,000 ⁰⁰
19	Water Service Pipe, 1.5 Inch Copper (Type K)	150	LF	\$ 70 ⁰⁰	\$ 10,500 ⁰⁰
20	Water Service Pipe, 2.0 Inch Copper (Type K)	40	LF	\$ 80 ⁰⁰	\$ 3,200 ⁰⁰
21	Water Service Pipe, 3 Inch Copper (Type K)	55	LF	\$ 90 ⁰⁰	\$ 4,950 ⁰⁰
22	Water Meter & Utility Box (1.5" (2), 2", & 3")	4	EA	\$ 6,000 ⁰⁰	\$ 24,000 ⁰⁰

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
23	Domestic Backflow Preventor (1.5" (2), 2", & 3")	4	EA	\$ 2500 ⁰⁰	\$ 10,000 ⁰⁰
24	4" Ductile Iron Pipe, Fire Protection	50	LF	\$ 100 ⁰⁰	\$ 5,000 ⁰⁰
25	Backflow Preventor, Fire Protection (4")	1	EA	\$ 15,000 ⁰⁰	\$ 15,000 ⁰⁰
26	6" Ductile Iron Pipe, Fire Hydrant	142	LF	\$ 100 ⁰⁰	\$ 14,200 ⁰⁰
27	Fire Hydrant Connection, Valve & Stub out	5	EA	\$ 5,000 ⁰⁰	\$ 25,000 ⁰⁰
28	Sanitary Sewer Lateral 4", SDR-26	226	LF	\$ 75 ⁰⁰	\$ 16,950 ⁰⁰
29	Sanitary Sewer Lateral 6", SDR-26	920	LF	\$ 502.00 SR 452.00	\$ 461,840.00
30	Sanitary Sewer Manhole	6	EA	\$ 13,000 ⁰⁰	\$ 78,000 ⁰⁰
31	Sanitary Sewer Clean Out w/Vertical Stub	5	EA	\$ 500 ⁰⁰	\$ 2,500 ⁰⁰
32	Communications Raceways 4" (2), w/Pull boxes	2700	LF	\$ 18 ⁰⁰	\$ 48,600 ⁰⁰
33	6" Sewer Lateral Replacement, Pipe Bursting (HDPE DR 17)	1	LS	\$ 30,000. ⁰⁰	\$ 30,000.00

TOTAL BASE BID: Items 1 through 33 inclusive: \$ 1,978,480.00 + 878,480.00 SR

[Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.]

BIDDER NAME: GradeTech Inc

END OF BID SCHEDULE

Subcontractor List

For each Subcontractor who will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's total Contract Price,¹ Bidder must list a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, DIR registration number and percentage of Work to be performed, measured as a percentage of the Base Bid amount.

Bidders: Please print legibly. Illegible forms may be rejected.

END OF SUBCONTRACTOR LIST

¹ For street or highway construction this requirement applies to any subcontract of \$10,000 or more.

We Do Not Lobby in any way

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guaranteee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:		
6. * Federal Department/Agency: _____		
7. * Federal Program Name/Description: _____ CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____		
9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant: Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
b. Individual Performing Services (including address if different from No. 10a) Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the funder above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: Completed on submission to Grants.gov <i>DR</i>		
*Name: Prefix: <i>MR</i> * First Name: <i>Sam</i> Middle Name: _____ * Last Name: <i>Rivinivs</i> Suffix: _____ Date: <i>1-19-22</i>		
Title: <i>Pres.</i> Telephone No.: <i>510-733-0390</i> Date: Completed on submission to Grants.gov		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Non-Collusion Declaration

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President [title] of
GradeTech Inc. [business name], the party making the foregoing
bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. The bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid and will not pay, any person or entity for such purpose.

This declaration is intended to comply with California Public Contract Code section 7106 and Title 23 U.S.C section 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on 1-19-22 [date], at Castro Valley [city], CA [state].

s/ SP ---

Sam Rivinius - Pres.
Name [print]

END OF NONCOLLUSION DECLARATION

Equal Employment Opportunity Certification

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

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

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

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

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

Dated: 1-19, 2022

SR
Bidder's Signature Sam Rivinius-Pres.

NOTE: THIS CERTIFICATE MUST BE COMPLETED AND RETURNED BY THE BIDDER EITHER WITH THE BID PROPOSAL AT THE TIME OF THE BID OPENING OR BY THE SUCCESSFUL BIDDER, WITHIN 4 WORKING DAYS FOLLOWING THE BID OPENING.

END OF EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

Dated: 1-19, 2022.

DR

Bidder's Signature Sam Rivinus - Pres.

NOTE: THIS CERTIFICATE MUST BE COMPLETED AND RETURNED ALONG WITH THE CONTRACTOR'S BID PROPOSAL.

END OF PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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 law or a safety regulation? Yes

____ No X

If the answer is yes, explain the circumstances in the following space.

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

Dated: 1-19, 2022.

SR - -
Bidder's Signature Sam Rivinius - Pres.

NOTE: THIS CERTIFICATE MUST BE COMPLETED AND RETURNED ALONG WITH THE CONTRACTOR'S BID PROPOSAL.

END OF PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

Dated: 1-19, 2022.

SP - -
Bidder's Signature Sam Rivinier - Pres.

NOTE: THIS CERTIFICATE MUST BE COMPLETED AND RETURNED ALONG WITH THE CONTRACTOR'S BID PROPOSAL.

END OF PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

City of Tracy Procedure for Debarment and Suspension Certification

For all federally funded projects, the following procedure is now in place to certify that contractors entering into a contract of over \$25,000 to be paid with Federal funds are not suspended or debarred by searching the "Excluded Parties List System" (EPLS).

- Contractor must sign this certification and submit with the bid package. Project engineer shall verify that this requirement is met.
- Contractor must provide and include in their bid package DUNS (Dun and Bradstreet) Numbers for prime and all subs.
- Prime Contractor's DUNS Number *GradeTech Inc. DUNS 787153147*

DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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

Dated: 1-19, 2022.

SP

Bidder's Signature Sam Rivinius - Pres.

NOTE: THIS CERTIFICATE MUST BE COMPLETED AND RETURNED ALONG WITH THE CONTRACTOR'S BID PROPOSAL.

END OF DEBARMENT AND SUSPENSION CERTIFICATION

**NON-LOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Dated: 1-19, 2022

SP
Bidder's Signature Sam Rivinius - Pres.

**NOTE: THIS CERTIFICATE MUST BE COMPLETED AND RETURNED ALONG WITH THE
CONTRACTOR'S BID PROPOSAL.**

END OF NON-LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACT

INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

END OF INSTRUCTIONS FOR DISCLOSURE OF LOBBYING ACTIVITIES FORM

Bid Bond

GradeTech, Inc. ("Bidder") has submitted a bid, dated January 19, 2022 ("Bid"), to the City of Tracy ("City") for work on the CIP 71112, Temporary Emergency Housing Project on Arbor Avenue, Demolition, Rough Grading and Underground Utilities, (Construction Phase 1) ("Project"). Under this duly executed bid bond ("Bid Bond"), Bidder as Principal and Great American Insurance Company, its surety ("Surety"), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the "Bond Sum"). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors, and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.
2. **Submittals.** Within ten days following issuance of the notice of award to Bidder, Bidder must submit to City the following:
 - 2.1 **Contract.** The executed Contract, using the form provided by City in the Project contract documents ("Contract Documents").
 - 2.2 **Payment and Performance Bonds.** A payment bond and a performance bond, each for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond and Performance Bond forms included with the Contract Documents;
 - 2.3 **Warranty Bond.** A warranty bond for 10% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Warranty Bond form included with the Contract Documents; and
 - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required under the Instructions for Bidders.
3. **Enforcement.** If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: Joyce Tahira
Address: 1255 Treat Boulevard, Suite 810
City/State/Zip: Walnut Creek, CA 94597
Phone : 925-935-9060
Fax : 888-812-2529
Email : j.tahira@graig.com

4. **Duration; Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be void; otherwise, it will remain in effect for 90 days following award of the Contract or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code sections 2819 and 2845.

[Signatures are on the following page.]

This Bid Bond is entered into and effective on January 11, 2022.

SURETY: Great American Insurance Company
Business name

s/ Linda G. Lipsius

Linda G Lipsius, Attorney-in-Fact
Name/Title

(Acknowledgement with Notary Seal for Surety, and Surety's Power of Attorney Certificate must be attached.)

CONTRACTOR: GradeTech, Inc.
Business name

s/ Sam Rivinus

Sam Rivinus - President
Name/Title

END OF BID BOND

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than **FOUR**

No. 0 21277

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
LINDA G. LIPSIUS	ALL OF	ALL
JOE LONGWELLO	SAN JOSE, CALIFORNIA	\$100,000,000
MARKO JOHN TRAPANI, JR.		
BILL FRANGIEH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this

7TH day of MARCH, 2019

GREAT AMERICAN INSURANCE COMPANY

Attest



Stephen C. Beraha

Assistant Secretary

Mark Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 7TH day of MARCH, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

11th day of

January, 2022



Stephen C. Beraha

Assistant Secretary

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Santa Clara }

On January 11, 2022 before me, Maureen Ghinazzi Notary Public,

Date (here insert name and title of the officer)

personally appeared Linda G Lipsius

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

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

WITNESS my hand and official seal.



Signature: Maureen Ghinazzi (Seal)

OPTIONAL _____

Description of Attached Document

Title or Type of Document: Bid Bond - City of Tracy Number of Pages: _____

Document Date: _____ Other: _____

Bidder's Questionnaire

CIP 71112, Temporary Emergency Housing Project on Arbor Avenue, Demolition, Rough Grading and Underground Utilities, (Construction Phase 1)

Each Bid Proposal must be accompanied by a completed, signed Bidder's Questionnaire using this form, including all required attachments and clearly labeled additional sheets, if needed. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

Part 1: General Information

Bidder Business Name: GradeTech Inc.
("Bidder")

Check One: Corporation
 Partnership
 Sole Proprietorship
 Joint Venture of: _____
 Other: _____

Address: PO Box 1728
San Ramon CA 94583

Phone: 510-733-0390

Owner of Business: Sam Rivinus

Contact Person: Eric Remson

Email: gradetech@sbcglobal.net

Bidder's California Contractor's License Number(s): 628365

Part 2: Bidder Experience

1. How many years has Bidder been in business under its present business name? 30 years

2. Has Bidder completed projects similar in type and size to this Project as a general contractor? Yes No

3. Has Bidder ever been disqualified on grounds that it is not responsible?
 Yes No

If yes, provide additional information on a separate sheet of paper regarding the disqualification, including the name and address of the agency or owner of the subject project, the type and size of the project, the reasons that Bidder was disqualified as not responsible, and the month and year in which the disqualification occurred.

4. Has Bidder ever been terminated from a construction project, either as a general contractor or as a subcontractor? Yes No

If yes, provide additional information on a separate sheet of paper regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Bidder was under contract as a general contractor or a subcontractor, the reasons that Bidder was terminated, and the month and year in which the termination occurred.

5. Provide information about Bidder's past projects performed as general contractor as follows:

- 5.1 Six most recently completed public works projects within the last three years.
- 5.2 Three largest completed projects within the last three years; and
- 5.3 Any project which is similar to this Project including magnitude and character of the work.

6. Use separate sheets of paper provide all of the following information for each project identified in response to the above three categories:

6.1 Project name *See Attached*
6.2 Location
6.3 Owner
6.4 Owner contact (name and current phone number)
6.5 Architect or engineer name
6.6 Architect or engineer contact (name and current phone number)
6.7 Project manager (name and current phone number)
6.8 Description of project and scope of work performed
6.9 Initial contract value (at time of bid award)
6.10 Final cost of construction (including change orders)
6.11 Original scheduled completion date
6.12 Time extensions granted (number of days)
6.13 Actual date of completion
6.14 Number and amount of stop notices or mechanic's liens filed
6.15 Amount of liquidated damages assessed against Bidder
6.16 Nature and resolution of any claim, lawsuit, and/or arbitration between Bidder and the owner.

Part 3: Verification

In signing this document, I, the undersigned, declare that I am duly authorized to sign and submit this Bidder's Questionnaire on behalf of the named Bidder, and that all responses and information set forth in this Bidder's Questionnaire and accompanying attachments are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Signature: DR Date: 1-19-22
By: Sam Rivinus - Pres.
Name and Title [print]

END OF BIDDER'S QUESTIONNAIRE

Past Projects:

Most recently completed projects within the last 3 years:

Project Name: 1905 Road Rehabilitation Lafayette

Location: Lafayette

Owner: City of Lafayette

Owner Contact: Farzaneh Sanders 925-299-3209

Architect or Engineer: Farzaneh Sanders 925-299-3209

Construction Manager: Aziz Aineb 415-699-9919

Description: Road reconstruction and paving

Initial Contract Value: 1,018,207.00

Final Cost of construction: 1,018,207.00

Time extension Granted: None

Actual date of Completion: October 2019

Stop Notices: none

Liquated Damages assessed: 0

Nature and Resolution of any claim: NA

Project Name: 2012 Dublin High School Parking Lot Addition

Location: Dublin

Owner: Dublin Unified School District

Owner Contact: Chris Stevens 925-828-2551

Architect or Engineer: Freeda Bennett 925-828-2551

Construction Manager: Freeda Bennett 925-828-2551

Description: Parking lot, Striping and electrical

Initial Contract Value: 2,238,485.

Final Cost of construction: 2,238,485.00

Time extension Granted: None

Actual date of Completion: Sept. 2021

Stop Notices: none

Liquated Damages assessed: 0

Nature and Resolution of any claim: NA

Project Name: #1903 Improvements of Patterson and Tesla Road

Location: Livermore, CA

Owner: Alameda County Public Works

Owner Contact: David Lau 510-670-5513

Architect or Engineer: David Lau 510-670-5513

Construction Manager: Jessie Deguzman 510-670-6603

Description: Grading, paving turn outs on roads, striping

Initial Contract Value: 506,475.00

Final Cost of construction: 506,475.00

Time extension Granted: None

Actual date of Completion: June 2019

Stop Notices: None

Liquated Damages assessed: 0

Nature and Resolution of any claim: NA

Project Name: 1803 Sycamore Grove Arroyo Del Valle Trail Renovation
Location: Livermore
Owner: Livermore Area Recreation Park District
Owner Contact: Michelle Newbould 925-371-4680
Architect or Engineer: Michelle Newbould 925-371-4680
Construction Manager: Michelle Newbould 925-371-4680
Description: Trail construction
Initial Contract Value: 1,018,692.00
Final Cost of construction: 1,013,240.00
Time extension Granted: None
Actual date of Completion: December 2018
Stop Notices: none
Liquated Damages assessed: 0
Nature and Resolution of any claim: NA

Project Name: #2003 Oakwood Drive Redwood City
Location: Redwood City
Owner: City of Redwood City
Owner Contact: James O'Connell 650-780-5923
Architect or Engineer: James O'Connell 650-780-5923
Construction Manager: James O'Connell 650-780-5923
Description: Localization drainage management, grading, paving, concrete
Initial Contract: 317,486.00
Final Cost: 317,486.00
Time extension granted: None
Actual date of Completion: April 2021
Stop Notices: None
Liquated Damages assessed: 0
Nature and Resolution of any claim: NA

Project Name: #2001 McClellan Ranch Community Garden
Location: Cupertino
Owner: City of Cupertino 10300 Torre Ave Cupertino, CA
Owner Contact: Alex Acenas 408-777-3232
Architect or Engineer: Alex Acenas 408-777-3232
Construction Manager: Alex Acenas 408-777-3232
Description: Parking lot construction, concrete, paving, lighting, landscaping, striping, utilities
Initial Contract Value: 769,300.00
Final Cost of construction: 769,300.00
Time extension Granted: None
Actual date of Completion: June 2021
Stop Notices: none
Liquated Damages assessed: 0
Nature and Resolution of any claim: NA

Three Largest Projects in the Last Three Years:

Project Name: 1905 Road Rehabilitation Lafayette

Location: Lafayette

Owner: City of Lafayette

Owner Contact: Farzaneh Sanders 925-299-3209

Architect or Engineer: Farzaneh Sanders 925-299-3209

Construction Manager: Aziz Aineb 415-699-9919

Description: Road reconstruction and paving

Initial Contract Value: 1,018,207.00

Final Cost of construction: 1,018,207.00

Time extension Granted: None

Actual date of Completion: October 2019

Stop Notices: none

Liquated Damages assessed: 0

Nature and Resolution of any claim: NA

Project Name: 1802 Multi Modal Improvements Bicycle and Pedestrian Improvements

Location: Fremont

Owner: City of Fremont

Owner Contact: Lyle Travis 510-494-4709

Architect or Engineer: Lyle Travis 510-494-4709

Construction Manager: Lyle Travis 510-494-4709

Description: Demo curb gutter and sidewalk, ramps, driveway, bike lanes and electrical

Initial Contract Value: 2,875,638.00

Final Cost of construction: 2,875,638.00

Time extension Granted: None

Actual date of Completion: March 2020

Stop Notices: none

Liquated Damages assessed: 0

Nature and Resolution of any claim: NA

Project Name: 2012 Dublin High School Parking Lot Addition

Location: Dublin

Owner: Dublin Unified School District

Owner Contact: Chris Stevens 925-828-2551

Architect or Engineer: Freeda Bennett 925-828-2551

Construction Manager: Freeda Bennett 925-828-2551

Description: Parking lot, Striping and electrical

Initial Contract Value: 2,238,485.

Final Cost of construction: 2,238,485.00

Time extension Granted: None

Actual date of Completion: Sept. 2021

Stop Notices: none

Liquated Damages assessed: 0

Nature and Resolution of any claim: NA

Similar Past Projects:

Project Name: 1909 Albany Hill Access Improvements
Location: Albany, CA
Owner: City of Albany
Owner Contact: Robert Gonzales 510-559-4270
Architect or Engineer: Robert Gonzales 510-559-4270
Construction Manager: Robert Gonzales 510-559-4270
Description: Pedestrian path, walkways, fire trail, railings, bridge
Initial Contract Value: 859,325.00
Final Cost of construction: 859,325.00
Time extension Granted: None
Actual date of Completion: May 2020
Stop Notices: none
Liquidated Damages assessed: 0
Nature and Resolution of any claim: NA

Project Name: 2007 Brickyard Phase I Improvements
Location: Berkeley, CA
Owner: East Bay Regional Park District
Owner Contact: Jenny Villegas 510-544-2360
Architect or Engineer: Dale McCourt 510-544-2361
Construction Manager: Jenny Villegas 510-544-2360
Description: New park construction restroom, parking lot, storm drain, landscape, trails, utilities, electric
Initial Contract Value: 2,116,000.00
Final Cost of construction: 2,116,000.00
Time extension Granted: None
Actual date of Completion: January 2022
Stop Notices: none
Liquidated Damages assessed: 0
Nature and Resolution of any claim: NA

Project Name: 2014 Rio Vista Corp Yard Improvements
Location: Rio Vista, CA
Owner: Contra of Solano Public Works
Owner Contact: Matt Tuggle 707-784-6765
Architect or Engineer: Craig Pyle 707-784-3122
Construction Manager: Matt Tuggle 707-784-6765
Description: Road reconstruction, paving, concrete, storm drain, striping, electrical
Initial Contract Value: 672,438.00
Final Cost of construction: 672,428.00
Time extension Granted: None
Actual date of Completion: January 2022
Stop Notices: none
Liquidated Damages assessed: 0
Nature and Resolution of any claim: NA

Payment Bond

The City of Tracy ("City") and GradeTech, Inc. ("Contractor") have entered into a contract, dated April 20, 2022 ("Contract") for work on the CIP 71112 Temporary Emergency Housing Project on Arbor Avenue, Demolition, Rough Grading and Underground Utilities (Construction Phase 1) ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

- 1. General.** Under this Bond, Contractor as principal and Great American Insurance Company, its surety ("Surety"), are bound to City as obligee in an amount not less than \$ 1,978,480.00, under California Civil Code sections 9550, et seq.
- 2. Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay any of the persons named in California Civil Code section 9100 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors, under California Unemployment Insurance Code section 13020, with respect to the work and labor, then Surety will pay for the same.
- 3. Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
- 4. Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be void. Otherwise, Surety's obligations will remain in effect.
- 5. Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845. City waives requirement of a new bond for any supplemental contract under Civil Code section 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: Joyce Tahira
Address: 1255 Treat Boulevard, Suite 810
City/State/Zip: Walnut Creek, CA 94597
Phone: 925-935-9060
Fax: 888-812-2529
Email: jtahira@graig.com

- 6. Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on April 20, 2022. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

The effective date of the bond coincides with the date of the contract.

SURETY: Great American Insurance Company

Business Name

s/ Linda G. Lipsius

Linda G Lipsius, Attorney-in-Fact

Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: GradeTech Inc.

Business Name

s/ DR

Sam Rivinius - President

Name/Title [print]

s/ DR

Sam Rivinius - Sect./Tres.

Name/Title [print]

APPROVED BY CITY:

s/ Sher

Paul Verma, PE - Senior Civil Engineer

Name/Title [print]

END OF PAYMENT BOND

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than **FOUR**

No. 0 21277

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
LINDA G. LIPSIUS	ALL OF	ALL
JOE LONGWELLO	SAN JOSE, CALIFORNIA	\$100,000,000
MARKO JOHN TRAPANI, JR.		
BILL FRANGIEH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this

Attest

24TH day of MARCH, 2022

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 24TH day of MARCH, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAH, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

13th

day of

April

, 2022



Stephen C. Beraha

Assistant Secretary

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Santa Clara }

On April 13, 2022 before me, Maureen Ghinazzi Notary Public,

Date

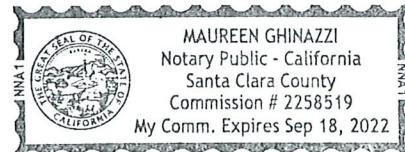
(here insert name and title of the officer)

personally appeared Linda G Lipsius

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

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

WITNESS my hand and official seal.



Signature: Maureen Ghinazzi (Seal)

OPTIONAL _____

Description of Attached Document

Title or Type of Document: Payment Bond - 4358929 Number of Pages: _____

Document Date: _____ Other: _____

Performance Bond

The City of Tracy ("City") and GradeTech, Inc. ("Contractor") have entered into a contract, dated April 20, 2022 ("Contract") for work on the CIP 71112, Temporary Emergency Housing Project on Arbor Avenue, Demolition, Rough Grading and Underground Utilities, (Construction Phase 1) ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as Principal and Great American Insurance Company, its surety ("Surety"), are bound to City as obligee for an amount not less than \$ 1,978,480.00. By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors, and assigns, jointly and severally, to the provisions of this Bond.
2. **Surety's Obligations; Waiver.** If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become void upon recordation of the notice of completion, provided Contractor has timely provided a warranty bond as required under the Contract. Otherwise, Surety's obligations will remain in effect until expiration of the one-year warranty period under the Contract. Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845.
3. **Application of Contract Balance.** Upon making a demand on this Bond, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or back charges to which City is entitled under the terms of the Contract.
4. **Contractor Default.** Upon written notification from City that Contractor is in default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
 - 4.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work.
 - 4.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense, or
 - 4.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
5. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.

6. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: Joyce Tahira
Address: 1255 Treat Boulevard, Suite 810
City/State/Zip: Walnut Creek, CA 94597
Phone: 925-935-9060
Fax: 888-812-2529
Email: jtahira@graig.com

7. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court for the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.

8. **Effective Date; Execution.** This Bond is entered into and effective on April 13, 2022. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

The effective date of the bond coincides with the date of the contract.

SURETY: Great American Insurance Company

Business Name

s/ Linda G. Lipsius

Linda G Lipsius, Attorney-in-Fact

Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: GradeTech Inc.

Business Name

s/ DR

Sam Rivinius - President

Name/Title [print]

s/ DR

Sam Rivinius - Sect./Tres.

Name/Title [print]

APPROVED BY CITY:

s/ SM

Paul Verma, PE, Senior Civil Engineer

Name/Title [print]

END OF PERFORMANCE BOND

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than **FOUR**

No. 0 21277

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
LINDA G. LIPSIUS	ALL OF	ALL
JOE LONGWELLO	SAN JOSE, CALIFORNIA	\$100,000,000
MARKO JOHN TRAPANI, JR.		
BILL FRANGIEH		

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IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this

24TH day of MARCH, 2022

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 24TH day of MARCH, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

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Assistant Secretary

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STATE OF CALIFORNIA }

COUNTY OF Santa Clara }

On April 13, 2022 before me, Maureen Ghinazzi Notary Public,

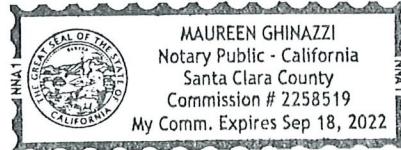
Date (here insert name and title of the officer)

personally appeared Linda G Lipsius

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

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

WITNESS my hand and official seal.



Signature: Maureen Ghinazzi (Seal)

OPTIONAL _____

Description of Attached Document

Title or Type of Document: Performance Bond - 4358929 Number of Pages: _____

Document Date: _____ Other: _____

Warranty Bond

The City of Tracy ("City") and GradeTech, Inc. ("Contractor") have entered into a contract, dated April 13, 2022 ("Contract") for work on the CIP 71112, Temporary Emergency Housing Project on Arbor Avenue, Demolition, Rough Grading and Underground Utilities, (Construction Phase 1) ("Project"). The Contract is incorporated by reference into this Warranty Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and Great American Insurance Company, its surety ("Surety"), are bound to City as obligee in the maximum amount of 10% of the final Contract Price, unless otherwise specified in the Contract Documents.
2. **Warranty Period.** The Contract requires Contractor to guarantee its Work and that of its Subcontractors on the Project, against defects in materials or workmanship which are discovered during the one-year period commencing with recordation of the notice of completion (the "Warranty Period").
3. **Surety's Obligations.** If Contractor faithfully carries out and performs its guarantee under the Contract, and, on due notice from City, repairs and make good at its sole expense any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Contractor promptly reimburses City for all loss and damage that City sustains because of Contractor's failure to make such repairs in accordance with the Contract requirements, then Surety's obligations under this Bond will be void. Otherwise, Surety's obligations will remain in effect.
4. **Waiver.** Surety waives the provisions of Civil Code sections 2819 and 2845.
5. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: Joyce Tahiria
 Address: 1255 Treat Boulevard, Suite 810
 City/State/Zip: Walnut Creek, CA 94597
 Phone: 925-935-9060
 Fax: 888-812-2529
 Email: jtahira@graig.com

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.
7. **Effective Date; Execution.** This Bond is entered into and is effective on April 13, 2022. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.
 The effective date of the bond coincides with the date of the contract.
[Signatures are on the following page.]

SURETY: Great American Insurance Company
Business Name

s/ Linda G. Lipsius

Linda G Lipsius, Attorney-in-Fact
Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: GradeTech Inc.
Business Name

s/ DR

Sam Rivinius - President
Name/Title [print]

s/ DR

Sam Rivinius - Sect./Tres.
Name/Title [print]

APPROVED BY CITY:

s/ Paul Verzura
Paul Verzura, PE Senior Civil Engineer
Name/Title [print]

END OF WARRANTY BOND

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than **FOUR**

No. 0 21277

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
LINDA G. LIPSIUS	ALL OF	ALL
JOE LONGWELLO	SAN JOSE, CALIFORNIA	\$100,000,000
MARKO JOHN TRAPANI, JR.		
BILL FRANGIEH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this

24TH day of MARCH, 2022

GREAT AMERICAN INSURANCE COMPANY

Attest



Stephen C. Beraha

Assistant Secretary

Mark Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 24TH day of MARCH, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAH, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

13th

day of

April

, 2022



Stephen C. Beraha

Assistant Secretary

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Santa Clara }

On April 13, 2022 before me, Maureen Ghinazzi Notary
Public,

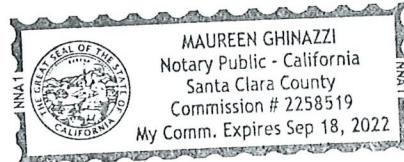
Date (here insert name and title of the officer)

personally appeared Linda G Lipsius

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

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

WITNESS my hand and official seal.



Signature: Maureen Ghinazzi (Seal)

OPTIONAL _____

Description of Attached Document

Title or Type of Document: Warranty Bond - 4358929 Number of Pages: _____

Document Date: _____ Other: _____



GRADING-02

KRAMOS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/22/2022

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

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

PRODUCER	CONTACT NAME: Susie Hernandez	
	PHONE (A/C, No. Ext): (408) 271-2300	FAX (A/C, No):
INSURED	E-MAIL ADDRESS: Certs@aseroins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURER A: The Ohio Casualty Insurance Company		NAIC # 24074
INSURER B: West American Insurance Company		44393
INSURER C: The Travelers Indemnity Company		25658
INSURER D: State Compensation Insurance Fund of California		35076
INSURER E: Navigators Insurance Company		42307
INSURER F:		

COVERAGEs		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	BKO55732119	10/1/2021 10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT: <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAW55732119	10/1/2021 10/1/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE					
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CUP-65456728	10/1/2021 10/1/2022	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 OTHER \$
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	X	9039626-2022	1/1/2022 1/1/2023	PER STATUTE \$ EL. EACH ACCIDENT \$ 1,000,000 EL. DISEASE- EA EMPLOYEE \$ 1,000,000 EL. DISEASE- POLICY LIMIT \$ 1,000,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) re: City of Tracy, Temporary Emergency Housing Project on Arbor Ave_ Demolition					
E	Pollution			SF21ECPZ04KK6IC	6/6/2021 6/6/2022	Each Inc \$ 5,000,000
	A Leased/Rented Equip					
A				BKO55732119	10/1/2021 10/1/2022	Limit \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
re: City of Tracy, Temporary Emergency Housing Project on Arbor Ave_ Demolition

The City of Tracy, including its Council, officials, officers, employees, agents, volunteers and consultants as an additional insured

CERTIFICATE HOLDER

CANCELLATION

City of Tracy 333 Civic Center Plaza Tracy, CA 95376	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Babijet Keux



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Asero Insurance Services	NAMED INSURED GradeTech, Inc. P.O. Box 1728 San Ramon, CA 94583	
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

ADDITIONAL REMARKS:

General Liability Additional Insured as required by written contract per form CG 88 10 04 13 and CG 20 37 04 13

General Liability Primary & Non-Contributory & General Liability Waiver of Subrogation, as required by written contract per form CG 88 10 04 13

Commercial Auto Liability Additional Insured / Waiver of Subrogation as required by written contract per form CA 88 10 01 13

Workers' Compensation Waiver of Subrogation as required by written contract per form 10217 (07-14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

2. Paragraph 6. under Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) - Paragraph 9.a. of Definitions is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. Insuring Agreement of Section I - Coverage C - Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under Supplementary Payments - Coverages A and B, Paragraph 1.b. is replaced by the following:

b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

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- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

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

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

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

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respect to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

d. "Bodily injury" or "property damage" occurring after:

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

e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS endorsement issued by us and made a part of this policy.

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

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

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE

WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Blanket Additional Insured agreed
written contract, agreement, permit
10250 Crow Canyon Rd

Castro Valley, CA 94552

Location And Description Of Completed Operations

Work described in writing in the contract,
agreement or permit.

Location(s) at which You performed work described
in written contract, agreement or permit.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

However:

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
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AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	20
AMENDED FELLOW EMPLOYEE EXCLUSION	5
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EXTRA EXPENSE - BROADENED COVERAGE	10
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NEWLY FORMED OR ACQUIRED SUBSIDIARIES	1
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	17
PERSONAL EFFECTS COVERAGE	11
PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	8
PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM	13
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RENTAL REIMBURSEMENT	9
SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
TWO OR MORE DEDUCTIBLES	18
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	19
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	21

SECTION II - LIABILITY COVERAGE is amended as follows:

1. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
- (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

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Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

4. SUPPLEMENTARY PAYMENTS

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

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

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos".

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

18. TWO OR MORE DEDUCTIBLES

Under SECTION III - PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph D. Deductible :

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS , Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard or exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

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

SECTION IV - BUSINESS AUTO CONDITIONS , Paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) Member, if you are a limited liability company;
 - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insured's" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS , Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

22. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS , Paragraph B.7. Policy Period, Coverage Territory , is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

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This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

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

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

24. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS**, Definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.



HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

EFFECTIVE JANUARY 1, 2021 AT 12.01 A.M.
AND EXPIRING JANUARY 1, 2022 AT 12.01 A.M.

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REP 31
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RENEWAL
NA

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PAGE 1 OF 1

GRADETECH INC.
PO BOX 1728
SAN RAMON, CA 94583

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: DECEMBER 28, 2020

Kent R. Va. Lang

AUTHORIZED REPRESENTATIVE

SCIF FORM 10217 (REV.7-2014)

Tommy Steiner
PRESIDENT AND CEO

2572

OLD DP 217



HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

**EFFECTIVE JANUARY 1, 2022 AT 12.01 A.M.
AND EXPIRING JANUARY 1, 2023 AT 12.01 A.M.**

BROKER COPY

REP 31
9039626-22
RENEWAL
NA
4-23-08-76
PAGE 1 OF 1

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PO BOX 1728
SAN RAMON, CA 94583

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SCHEDULE

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OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

Kent R. Va. Lark
AUTHORIZED REPRESENTATIVE

SCIF FORM 10217 (REV.7-2014)

Karen Steiner
PRESIDENT AND CEO

2572

OLD DP 217



GRADING-02

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/22/2022

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

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

PRODUCER	CONTACT NAME: Susie Hernandez	
	PHONE (A/C. No. Ext): (408) 271-2300	FAX (A/C. No.):
INSURED	E-MAIL ADDRESS: Certs@aseroins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Ohio Casualty Insurance Company	24074
	INSURER B: West American Insurance Company	44393
	INSURER C: The Travelers Indemnity Company	25658
	INSURER D: State Compensation Insurance Fund of California	35076
	INSURER E: Navigators Insurance Company	42307
	INSURER F:	

COVERAGEs

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSO	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X	X BKO55732119	10/1/2021	10/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ex occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/PROP AGG	\$ 2,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
	OTHER:							
B	AUTOMOBILE LIABILITY		X	X BAW65732119	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ex accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CUP-6S455728	10/1/2021	10/1/2022	EACH OCCURRENCE	\$ 8,000,000
							AGGREGATE	\$ 8,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>		N/A	X 9039628-2022	1/1/2022	1/1/2023	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	POLLUTION			SF21ECPZ04KK6IC	5/6/2021	5/6/2022	Each Inc	\$ 5,000,000
A	LEASED/RENTED EQUIP			BKO55732119	10/1/2021	10/1/2022	Limit	\$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
re: City of Tracy, Temporary Emergency Housing Project on Arbor Ave_ Demolition

The City of Tracy, including its Council, officials, officers, employees, agents, volunteers and consultants as an additional insured

CERTIFICATE HOLDER

CANCELLATION

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

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

AUTHORIZED REPRESENTATIVE

Babijet Keux



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Asero Insurance Services	NAMED INSURED GradeTech, Inc. P.O. Box 1728 San Ramon, CA 94583	
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 26 FORM TITLE: Certificate of Liability Insurance

ADDITIONAL REMARKS:

General Liability Additional Insured as required by written contract per form CG 88 10 04 13 and CG 20 37 04 13

General Liability Primary & Non-Contributory & General Liability Waiver of Subrogation, as required by written contract per form CG 88 10 04 13

Commercial Auto Liability Additional Insured / Waiver of Subrogation as required by written contract per form CA 88 10 01 13

Workers' Compensation Waiver of Subrogation as required by written contract per form 10217 (07-14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

2. Paragraph 6. under Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) - Paragraph 9.a. of Definitions is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. Insuring Agreement of Section I - Coverage C - Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under Supplementary Payments - Coverages A and B, Paragraph 1.b. is replaced by the following:

b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

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- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

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

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

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

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

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

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS endorsement issued by us and made a part of this policy.

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

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

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE

WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Blanket Additional Insured agreed
written contract, agreement, permit
10250 Crow Canyon Rd

Castro Valley, CA 94552

Location And Description Of Completed Operations

Work described in writing in the contract,
agreement or permit.

Location(s) at which You performed work described
in written contract, agreement or permit.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

However:

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

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

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ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	20
AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	14
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EMPLOYEES AS INSUREDS (Including Employee Hired Auto)	2
EXTRA EXPENSE - BROADENED COVERAGE	10
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PRIMARY AND NON-CONTRIBUTORY - WRITTEN CONTRACT OR WRITTEN AGREEMENT	23
RENTAL REIMBURSEMENT	9
SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
TWO OR MORE DEDUCTIBLES	18
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	19
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	21

SECTION II - LIABILITY COVERAGE is amended as follows:

1. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:
 - (1) Is a partnership or joint venture; or
 - (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
 - (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

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Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

4. SUPPLEMENTARY PAYMENTS

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

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

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos".

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

18. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph D. Deductible :

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS , Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard or exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

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

SECTION IV - BUSINESS AUTO CONDITIONS , Paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) Member, if you are a limited liability company;
 - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insured's" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS , Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

22. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS , Paragraph B.7. Policy Period, Coverage Territory , is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

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This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

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

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

24. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, Definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.



HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

ENDORSEMENT AGREEMENT

WAIVER OF SUBROGATION
BLANKET BASIS

**EFFECTIVE JANUARY 1, 2021 AT 12.01 A.M.
AND EXPIRING JANUARY 1, 2022 AT 12.01 A.M.**

BROKER COPY

REP 31
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RENEWAL
NA
4-23-08-76
PAGE 1 OF 1

GRADETECH INC.
PO BOX 1728
SAN RAMON, CA 94583

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: DECEMBER 28, 2020

KENT R. VA. LANT

AUTHORIZED REPRESENTATIVE

SCIF FORM 10217 (REV.7-2014)

Karen Steiner
PRESIDENT AND CEO

2572

OLD DP 217



HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

ENDORSEMENT AGREEMENT

WAIVER OF SUBROGATION
BLANKET BASIS

EFFECTIVE JANUARY 1, 2022 AT 12.01 A.M.
AND EXPIRING JANUARY 1, 2023 AT 12.01 A.M.

BROKER COPY

REP 31
9039626-22
RENEWAL

NA
4-23-08-76
PAGE 1 OF 1

GRADETECH INC.
PO BOX 1728
SAN RAMON, CA 94583

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2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

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OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

AUTHORIZED REPRESENTATIVE

SCIF FORM 10217 (REV.7-2014)

Karen H. Hiner
PRESIDENT AND CEO

2572

OLD DP 217



City of Tracy Agreement Routing

Please fill out form completely & write N/A if not applicable.

CONTRACTOR/COMPANY INFORMATION

Contractor/Company:	Grade Tech Inc.			Email:	gradetech@sbcglobal.net		
Contact Person:	Eric Remson			Phone:	510-733-0390		

REQUESTING CITY DEPARTMENT

Department:	Construction Management			Phone:	209-831-6460		
Project Manager:	Paul Verma			Admin:	Andrea Cipponeri		
Contract Type:	PSA <input type="checkbox"/>	GSA <input type="checkbox"/>	Amendment <input type="checkbox"/>	Public Proj. <input checked="" type="checkbox"/>	SIA <input type="checkbox"/>	OIA <input type="checkbox"/>	Other <input type="checkbox"/>
To be signed by:	Mayor <input checked="" type="checkbox"/>	City Manager <input type="checkbox"/>		City Attorney <input type="checkbox"/>	Department Head <input type="checkbox"/>		
Per signature authority:	TMC §2.20.080		TMC §2.20.090		TMC §2.20.095		TMC §2.20.100

CONTRACT DESCRIPTION/INFORMATION

Project Name:	Temporary Emergency Housing Project CIP 71112						
	Approved by/Reso No. & Date	Amount	Term	Total Amount			
Original	City Council/4/19/2022/res2022-052		1,978,480.00	1,978,480.00			
Amendment No. 1 / Task Order							
Amendment No. 2							
<input type="checkbox"/> Previously reviewed by City Attorney's Office.	Document Review No. 22-0585						
<input type="checkbox"/> Exhibits A through N/A attached.	<input checked="" type="checkbox"/> Signed by other Party & confirmed corporate, LLC or LP status, if applicable. To confirm Corp., LLC or LP status, please visit https://businesssearch.sos.ca.gov/						
<input checked="" type="checkbox"/> Check if two originals are attached. The Clerk's Office will keep one original.							
<input type="checkbox"/> Check if document will need to be notarized.							
<input type="checkbox"/> Check if document will be recorded & list who will record the agreement: _____							

INSURANCE REQUIREMENTS

All Insurance Certificates must include the corresponding Contract Name

<input checked="" type="checkbox"/> Insurance Certificate is attached.	<input type="checkbox"/> This is an Amendment or Task Order. Insurance Certificate is on file & current.		
<input checked="" type="checkbox"/> Is Endorsement included?	<input type="checkbox"/> Is Waiver of Subrogation attached?		Risk Manager Initials: _____
<input type="checkbox"/> Check if any modifications to insurance requirements & include email from Risk Manager approving modification.			

FINANCE & BUSINESS LICENSE INFORMATION

To locate the business license number and status, please visit <https://tracy.hdlgov.com/Search/Index/BusinessLicense>

City Account # Funds are budgeted & available	CIP 71112		Business License #	B/L 06011113 expires 6/30/2022		
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NOTES/SPECIAL INSTRUCTIONS

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DocuSigned by: CONTRACT CERTIFICATION & APPROVALS

1. Department Head	William Dean	Date	4/20/2022	4. City Attorney	Angry Rubens	Date	4/20/2022
2. Risk	<i>W. Dean</i>	Date	4/20/2022	5. City Clerk	<i>Angry Rubens</i>	Date	4/20/2022
3. Finance	<i>W. Dean</i>	Date	4/20/2022				

Contract questions? Contact City Attorney's office (209) 831-6130. Insurance questions? Contact Risk Manager (209) 831-6169.
Finance questions? Contact Finance Department (209) 831-6822. Business License Questions? Contact HDL (209) 826-1827 or request@hdlgov.com.

2:25 PM

Contract

This public works contract ("Contract") is entered into by and between the City of Tracy ("City") and GRADE TECH INC, ("Contractor") for work on the CIP 71112, Phase IV Interim Infrastructure Improvements Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On April 19, 2022, City authorized award of this Contract GradeTech Inc. On August 17, 2023, City authorized an amendment to the Construction Contract award of this Contract GradeTech Inc. to Contractor for a total not to exceed amount of \$435,000 of Contractor's bid to complete the additional work required as part of the Site Improvement for the Phase IV Interim Infrastructure Improvements Project at the Temporary Emergency Housing Facility, CIP 71112, at 370 W. Arbor Avenue, Tracy, CA 95304.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the following (subject to the order of precedence in Section 3.2 of the General Conditions):
 1. Contract;
 2. Payment, Performance and Warranty Bonds;
 3. General Conditions;
 4. Project Drawings and Specifications;
 5. Change Orders and Contract amendments, if any;
 6. Notice of Award;
 7. Notice to Proceed
3. **Contractor's Obligations.** Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor a total not to exceed amount of Four Hundred and Thirty Five Thousand Dollars (\$435,000) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will complete the Work for the Project within 45 calendar days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$500.00 for each calendar day of unexcused delay in completion, and the Contract Price will be reduced accordingly.

7. Labor Code Compliance.

7.1 General. This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance. Contractor shall comply with all other applicable federal, state, and local laws, regulations and policies pertaining to labor standards insofar as those laws, regulations and policies apply to the performance of this Contract, including any applicable City employment requirements, including but not limited to, the City's Local Hiring Policy (attached as Exhibit 1 to this Contract).

7.2 Prevailing Wages. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.

7.3 DIR Registration. City will not enter into the Contract with a bidder, without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code section 1725.5, subject to limited legal exceptions.

8. Workers' Compensation Certification. Under Labor Code section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' 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 on this Contract."

9. Conflicts of Interest. Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. Independent Contractor. Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. Notice. Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City:

Development Services Department
Attn: City Engineer / Leisser Mazaruegis, Associate Civil Engineer
Address: 333 Civic Center Plaza
City/State/Zip: Tracy, CA 95376
Email: leisser.mazariegos@cityoftracy.org
Copy to: Adrienne Richardson, City Clerk

Contractor:

Name: GRADETECH INC.
Address: PO BOX 1728
City/State/Zip: SAN RAMON, CA 94583
Phone: (510) 733-0390
Attn: Sam Rivinius
Email: gradetinc@sbcglobal.net
Copy to: Chris Jordan

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of San Joaquin County, and no other place.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration; Severability.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in effect.
- 12.6 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, at least two signatures are required pursuant to California Corporation Code section 313: (1) one from an officer on the operations side of the corporation (such as president, vice president, chief operating officer, etc.); and (2) one from the finance side of the corporation (such as the chief financial officer, treasurer, etc.) or from the corporate secretary. Alternatively, if only one signature will be obtained from a corporation, attach the corporate resolution authorizing that individual to bind the corporation to contracts.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY:

s/ _____

Approved as to form:

s/ _____

Nancy Young

Name/City Attorney

Date: _____

Date: _____

Attest:

s/ _____, City Clerk
Adrienne Richardson

Date: _____

CONTRACTOR: GRADETECH INC.
Business Name

s/ _____

Seal:

Name/Title [print]

Date: _____

Second Signature (See Section 12.6):

s/ _____

Name/Title [print]

Date: _____

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

Payment Bond

The City of Tracy ("City") and GradeTech Inc. ("Contractor") have entered into a contract, dated August 15, 2023 ("Contract") for work on the CIP 71112 Temporary Emergency Housing Facility on Arbor Avenue, Phase IV Interim Infrastructure Improvements Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in an amount not less than \$435,000, under California Civil Code sections 9550, et seq.
2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay any of the persons named in California Civil Code section 9100 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors, under California Unemployment Insurance Code section 13020, with respect to the work and labor, then Surety will pay for the same.
3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be void. Otherwise, Surety's obligations will remain in effect.
5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845. City waives requirement of a new bond for any supplemental contract under Civil Code section 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on August 15, 2023. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: _____
Business Name

s/ _____

Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: GradeTech, Inc.
Business Name

s/ _____

Name/Title [print]

s/ _____

Name/Title [print]

APPROVED BY CITY:

s/ _____

Name/Title [print]

END OF PAYMENT BOND

Performance Bond

The City of Tracy ("City") and GradeTech, Inc. ("Contractor") have entered into a contract, dated August 15, 2023 ("Contract") for work on the CIP 71112 Temporary Emergency Housing Facility on Arbor Avenue, Phase IV Interim Infrastructure Improvements Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

- 1. General.** Under this Bond, Contractor as Principal and _____, its surety ("Surety"), are bound to City as obligee for an amount not less than \$435,000. By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.
- 2. Surety's Obligations; Waiver.** If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become void upon recordation of the notice of completion, provided Contractor has timely provided a warranty bond as required under the Contract. Otherwise Surety's obligations will remain in effect until expiration of the one year warranty period under the Contract. Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845.
- 3. Application of Contract Balance.** Upon making a demand on this Bond, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or back charges to which City is entitled under the terms of the Contract.
- 4. Contractor Default.** Upon written notification from City that Contractor is in default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
 - 4.1** Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
 - 4.2** Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense, or
 - 4.3** Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
- 5. Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
- 6. Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

7. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court for the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.
8. **Effective Date; Execution.** This Bond is entered into and effective on August 15, 2023. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: _____
Business Name

s/ _____

Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: GradeTech, Inc.
Business Name

s/ _____

Name/Title [print]

s/ _____

Name/Title [print]

APPROVED BY CITY:

s/ _____

Name/Title [print]

END OF PERFORMANCE BOND

Warranty Bond

The City of Tracy ("City") and GradeTech, Inc. ("Contractor") have entered into a contract, dated August 15, 2023 ("Contract") for work on the CIP 71112 Temporary Emergency Housing Facility on Arbor Avenue, Phase IV Interim Infrastructure Improvements Project ("Project"). The Contract is incorporated by reference into this Warranty Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in the maximum amount of 10% of the final Contract Price, unless otherwise specified in the Contract Documents.
2. **Warranty Period.** The Contract requires Contractor to guarantee its Work and that of its Subcontractors on the Project, against defects in materials or workmanship which are discovered during the one year period commencing with recordation of the notice of completion (the "Warranty Period").
3. **Surety's Obligations.** If Contractor faithfully carries out and performs its guarantee under the Contract, and, on due notice from City, repairs and make good at its sole expense any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Contractor promptly reimburses City for all loss and damage that City sustains because of Contractor's failure to make such repairs in accordance with the Contract requirements, then Surety's obligations under this Bond will be void. Otherwise, Surety's obligations will remain in effect.
4. **Waiver.** Surety waives the provisions of Civil Code sections 2819 and 2845.
5. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.
7. **Effective Date; Execution.** This Bond is entered into and is effective on August 15, 2023. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

[Signatures are on the following page.]

SURETY: _____
Business Name

s/ _____

Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: GradeTech, Inc.
Business Name

s/ _____

Name/Title [print]

s/ _____

Name/Title [print]

APPROVED BY CITY:

s/ _____

Name/Title [print]

END OF WARRANTY BOND

General Conditions

Article 1 - Definitions

Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following in any tense or form: "day," "furnish," "including," "install," "work day" or "working day."

Allowance means a specific amount that must be included in the Bid Proposal for a specified purpose.

Article, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

Change Order means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract Time.

City means the City of Tracy, acting through its City Council, officers, employees, and authorized representatives.

City Engineer means the City Engineer for City and his or her authorized delegate(s).

Claim means a separate demand by Contractor for change in the Contract Time or Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part; or a written demand by Contractor objecting to the amount of Final Payment.

Contract means the signed agreement between City and Contractor.

Contract Documents means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the notice of award and notice to proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Drawings and Specifications; any Change Orders and Contract amendments; and any other documents expressly made part of the Contract Documents.

Contract Price means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies or equipment following submission of the Bid Proposal.

Contract Time means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

Contractor means the individual, partnership, corporation, or joint-venture who has signed the Contract with City to perform the Work.

Day means a calendar day unless otherwise specified.

Design Professional means the licensed individual(s) or firm(s) retained by City to provide architectural or engineering services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

Drawings means the City-provided plans and graphical depictions of the Project requirements, and does not include Shop Drawings.

Engineer means the City Engineer for the City of Tracy and his or her authorized delegates.

Extra Work means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that is not part of or incidental to the scope of the Work; is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

Final Completion means Contractor has fully completed all of the Work required by the Contract Documents, including all punch list items, any required commissioning or training, and has provided all required submittals, including instructions and manuals, product warranties, and as-built drawings, all to City's satisfaction.

Final Payment means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld pursuant to the Contract Documents, including liquidated damages, up to 125% of the amount of any unreleased stop notice, amounts subject to setoff, up to 150% of any unresolved third-party claim for which Contractor is required to indemnify City, and up to 150% of any amount in dispute as authorized by Public Contract Code section 7107.

Furnish means to purchase and deliver to the Worksite designated for installation.

Hazardous Materials means any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or cleanup.

Including, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

Inspector means the individual(s) or firm(s) retained or employed by City to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all applicable codes, regulations, and permits.

Install means to fix in place for materials, and to fix in place and connect for equipment.

Letter of Instruction means any writing issued by the Engineer, in his or her sole discretion, that interprets or clarifies the Contract Documents but does not modify the scope of the Work or change the Contract Price or the Contract Time. Letters of Instruction include written field orders, directives, general or specific clarifications, and responses to Requests for Information about the Contract Documents, the Work or the Project.

Plans has the same meaning as Drawings.

Project means the public works project referenced in the Contract.

Project Manager means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegate(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

Request for Information or **RFI** means Contractor's written request for information submitted to the Engineer, in the manner and format specified by City, about the Contract Documents, the Work or the Project.

Section as used in these General Conditions, means a numbered Section of the General Conditions, unless otherwise indicated by the context, e.g., statutory references.

Shop Drawings means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Drawings and Specifications.

Specialty Work means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and not by the Contractor.

Specifications means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into this Project by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

Subcontractor means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors, suppliers, fabricators, and equipment lessors of all tiers, unless otherwise indicated by the context.

Technical Specifications means Specifications.

Work means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

Work Day or Working Day, whether or not capitalized, means a weekday which is not a holiday observed by City.

Worksite means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging or fabrication.

Article 2 - Roles and Responsibilities

2.1 City.

- (A) **City Council.** The City Council has final authority in all matters affecting the Project, except to the extent it has delegated such authority to the Engineer.
- (B) **Engineer.** The Engineer, acting within the authority conferred by the City Council, has primary responsibility for administration of the Project on behalf of City, including authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.
- (C) **Design Professional.** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Contract Documents. The Design Professional's interpretation of the Drawings or Specifications is final and conclusive.

2.2 Contractor.

- (A) **General.** Contractor must provide all labor, materials, supplies, equipment and services and incidentals necessary to perform and timely complete the Work in strict

accordance with the Contract Documents, and in an economic and efficient manner in the best interests of City, and with minimal inconvenience to the public.

(B) **Responsibility for the Work and Risk of Loss.** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Project, including the construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by City or specified in the Contract Documents. From the date of commencement of the Work until either the date on which either City formally accepts the completed Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to the Work site, by any cause including fire, earthquake, wind, weather, vandalism or theft.

(C) **Project Administration.** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) **On-Site Superintendent.** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to City, and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. City's approval of the superintendent is required before the Work commences. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until the approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) **Pre-Construction Conference.** City will designate a date and time for a pre-construction conference with Contractor following Contract execution. Project administration procedures and coordination between City and Contractor will be discussed, and Contractor must present City with the following information or documents at the meeting for the Engineer's review and approval before the Work commences:

- (1) Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;
- (2) List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
- (3) Staging plans that identify the sequence of the Work, including any phases and alternative sequences or alternative phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;

- (4) Traffic control plan(s) associated with the staging plans that are signed and stamped by a licensed traffic engineer or licensed civil engineer;
- (5) Draft baseline schedule for the Work as required under Section 5.2(A) below, to be finalized within 10 days after City issues the Notice to Proceed;
- (6) Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;
- (7) Schedule with list of Project submittals that require City review, and list of the proposed material suppliers;
- (8) Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
- (9) Videotape and photographs recording the conditions of the Project site before construction begins, showing every detail of the existing improvements including the current condition of the curbs, gutters, sidewalks, signs, landscaping, streetlights, structures near the Project such as building faces, canopies, shades and fences, and any other features within the Project area limits; and
- (10) If requested by the Engineer, Contractor's cash flow projections.

(F) **Standards; Compliance.** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents and all applicable laws, regulations, codes, standards, and permits, including City's municipal code, rules, and regulations, and any orders of the administrative or judicial bodies with jurisdiction over the Work.

(G) **Progress Meetings.** Contractor, its project manager and superintendent and the Subcontractors requested by City, must attend weekly Project progress meetings with City which the Engineer will schedule at mutually agreed on times and locations;

(H) **Responsible Party.** Contractor is solely responsible to City for the acts or omissions of any Subcontractor(s), or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon City's written request, Contractor must promptly and permanently remove from the Project, at no cost to City, any employee or Subcontractor or employee of a Subcontractor who the Engineer has determined be incompetent, intemperate or disorderly when performing Work on the Project, or who has refused to perform the Work in whole or in part as required under the Contract Documents.

(I) **Correction of Defects.** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in any way, including workmanship, materials, parts or equipment. Workmanship, materials or equipment that do not conform to the requirements under the Drawings, Specifications and every other Contract Document, as determined by City, may be rejected as defective. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by the Engineer, and any Extra Work performed without City's prior written approval. However, City retains the right, but not the obligation, to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor.

(J) **Contractor's Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos and electronic records. Project records subject to this provision include, but are not limited to, Project cost records and records relating to preparation of Contractor's bid.

- (1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.
- (2) Contractor must continue to maintain its Project records in an organized manner for a period of four years after City's acceptance of the Project or following termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's Project records relating to the Project or to investigate Contractor's plant or equipment during Contractor's normal business hours.

(K) **Copies of Project Documents.** Contractor and its Subcontractors must keep copies of the Contract, permit(s), Drawings, Specifications, Addenda, Contract amendments, Change Orders, Letters of Instructions, Shop Drawings, and any related written interpretations, maintained at the Worksite. The Contract Documents, as-built drawings, and all Worksite copies must be available to the Engineer for reference at all times.

2.3 Subcontractors.

(A) **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work. Each Subcontractor must obtain a City business license before beginning any Work.

(B) **Contractual Obligations.** Contractor must require every Subcontractor to be bound to the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, and to likewise bind their subcontractors or suppliers. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) **Termination.** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to City, subject to the prior rights of any surety, provided that City accepts the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) **Substitution of Subcontractor.** If Contractor requests substitution of a listed Subcontractor under Public Contract Code section 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing.

2.4 Coordination of Work.

(A) **Concurrent Work.** City reserves the right to perform or to have performed other work on or adjacent to the Project site while the Work is being performed. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors and subcontractors. To the full extent permitted by law, Contractor must hold harmless and indemnify City against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of a utility company or agency or another contractor or subcontractor.

(B) **Defects.** Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Engineer prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any such known defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work.

2.5 Submittals.

Unless otherwise specified, Contractor must submit to Engineer for review and acceptance, all schedules, Shop Drawings, samples, product data and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including requests for information (RFIs), are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents.

(A) **General.** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) **Time and Manner of Submission.** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current accepted schedule for the Work and within the applicable time specified elsewhere in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

(C) **Required Contents.** Each submittal must include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

(D) **Required Corrections.** If corrections are required, Contractor must promptly make and submit any required corrections in full conformance with the requirements of this Section, or other requirements that apply to that submittal.

(E) **Effect of Review and Acceptance.** Review and acceptance of a submittal by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by City is not an assumption of risk or liability by City.

(F) **Enforcement.** Any Work performed or any material furnished, installed, fabricated or used without the Engineer's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of the Design Professional, Project Manager, or Inspector.

(G) **Excessive RFIs.** RFIs will be considered excessive or unnecessary if the Engineer determines that the explanation or response to the RFI is clearly and unambiguously discernable in the Contract Documents. City's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

2.6 Shop Drawings. When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by City, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If City requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Contractor is responsible for any errors and omissions in the Shop Drawings, shop fits and field corrections, any deviations from the Contract Documents, and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by the Engineer does not relieve Contractor of such responsibility.

Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

(A) **Drawings and Specifications.** The Drawings and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Drawings and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. If there is a conflict between the Drawings and Specifications, the Specifications will control. Any arrangement or division of the Drawings and Specifications into sections is for convenience only and is not intended to limit the Work required by separate trades. Any conclusion presented in the Drawings or Specifications is a recommendation only. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusions. Subject to the limitations of Public Contract Code section 1104, it is Contractor's responsibility to ascertain the existence of any conditions affecting the cost of the Work.

(B) **Figures and Dimensions.** Figures control over scaled dimensions.

(C) **Technical or Trade Terms.** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(D) **Measurements.** Contractor must verify all relevant measurements at the Worksite before ordering any material or performing any Work, and will be responsible for the correctness of those measurements.

(E) **Duty to Notify and Seek Direction.** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including under the Drawings or

Specifications, Contractor must immediately submit a Request for Information to the Engineer and wait for a response from City before proceeding further with the related Work. The Request for Information must notify City of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction, which may be stated in a Letter of Instruction, will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining City's response, Contractor will be responsible for any resulting costs, including the cost of correcting any defective Work that results. City will not extend the Contract Time due to Contractor's failure to submit a timely Request for Information to the Engineer.

(F) **Letters of Instruction.** Any Letter of Instruction issued by the Engineer is binding on Contractor. Contractor must promptly comply with any directions included in a Letter of Instruction. If Contractor believes it is entitled to a change in the Contract Price or change in the Contract Time based on the directions provided in the Letter of Instruction, it may submit a Change Order request as specified in Articles 5 and 6.

3.2 Order of Precedence. Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest:

- (A) Change Orders and Contract amendments;
- (B) Addenda;
- (C) Contract;
- (D) Notice to Proceed;
- (E) Notice of Award;
- (F) Special Conditions;
- (G) General Conditions;
- (H) Payment, Performance and Warranty Bonds;
- (I) Technical Provisions;
- (J) City of Tracy Design Standards and Standard Specifications
- (K) Drawings;
- (L) City of Tracy Standard Plans & City Parks and Streetscape Standard Plans;
- (M) Contractor's Bid Proposal and attachments;
- (N) Notice Inviting Bids;
- (O) Instructions to Bidders; and
- (P) Any documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, e.g., Caltrans Standard Specifications or Caltrans Special Provisions.

3.3 Caltrans Standard Specifications. Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Caltrans Standard Specifications"), including the most current amendments as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Standard Specifications:

(A) **Limitations.** The "General Provisions" of the Standard Specifications, i.e., sections 1 through 9, do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

(B) **Conflicts or Inconsistencies.** If there is a conflict or inconsistency between any provision in the Standard Specifications and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.

(C) **Meanings.** Terms used in the Standard Specifications are to be interpreted as follows:

(1) Any reference to the "Engineer" is deemed to mean the City Engineer.

(2) Any reference to the "Special Provisions" is deemed to mean the Special Conditions.

(3) Any reference to the "Department" or "State" is deemed to mean City.

3.4 For Reference Only. Contractor is responsible for the careful review of any document, study, or report appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. However, Contractor is advised that City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any "record drawings" or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed For Reference Only. Contractor must promptly notify City of any perceived or actual conflict between the Contract Documents and any For Reference Only document.

3.5 Current Versions. Unless otherwise specified by City, any reference to standard specifications, technical specifications, manuals, handbooks and the like or any City or state codes or regulations means the latest specification, manual, handbook, code or regulation in effect at the time the Contract is signed.

Article 4 - Bonds, Indemnity, and Insurance

4.1 Payment and Performance Bonds. Within ten days following issuance of the notice of award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, using the bond forms included with the Contract Documents.

(A) Surety. Each bond must be issued by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.

(B) Supplemental Bonds for Increase in Contract Price. If, during construction, the Contract Price increases by five percent or more over the original Contract Price, at City's request Contractor must provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.

4.2 Indemnity. To the fullest extent permitted by law, Contractor must indemnify, defend (with independent counsel approved by City), and hold harmless City, its elected and appointed officials, officers, agents, employees, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability,

loss, damage, injuries, claims, actions, causes of action, demands, charges, costs, and expenses, whether direct or indirect (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of, relating to, or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work, or in failing to comply with any of Contractor's obligations under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code section 9201. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

4.3 Insurance. No later than ten days following issuance of the notice of award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates of insurance and endorsements acceptable to the City Attorney. The required insurance must cover the activities of Contractor, its employees, Subcontractors, representatives and agents relating to or arising from the performance of the Work, and must remain in effect at all times during the period covered by the Contract, through the date of City's recordation of the notice of completion for the Project. All required insurance must be issued by a company licensed by the California Insurance Commissioner to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A-" or better and a financial size rating of "VII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. Contractor's procurement of the required insurance will not be construed to limit Contractor's liability, relieve Contractor of any responsibility, or fulfill Contractor's indemnification obligations under this Contract.

(A) **Policies and Limits.** The following insurance policies and minimum limits are required for this Contract unless otherwise specified in the Special Conditions. Contractor may also carry such additional insurance as it deems necessary:

(1) **Commercial General Liability ("CGL") Insurance:** The CGL insurance policy (with coverage at least as broad as ISO form CG 00 01) must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protected coverage, blanket contractual, products and completed operations, broad form property damage, vehicle coverage and employer's non-ownership liability coverage, with limits of at least \$2,000,000.00 per occurrence and \$4,000,000.00 general aggregate. Contractor must also provide proof of products/completed operations coverage by renewing its CGL insurance coverage for at least three years after Final Completion of the Project. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.

(2) **Builder's Risk Insurance:** The builder's risk insurance policy must be issued on an occurrence basis, for all-risk or "all perils" coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City.

(3) *Automobile Liability Insurance*: The automobile liability insurance policy (with coverage at least as broad as ISO form CA 00 01 for "any auto") must provide coverage of at least \$2,000,000 combined single-limit per accident for bodily or personal injury, death and property damage. The automobile liability policy must name City as an additional insured, and must include the first two endorsements required under subsection (D), below.

(4) *Workers' Compensation Insurance and Employer's Liability*: The workers' compensation and employers' liability insurance policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, providing coverage of at least \$1,000,000.00 or as otherwise required by the statute. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the California Department of Industrial Relations.

(B) **Notices and Expiration.** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case ten days written notice must be made to City. If an insurance carrier will not guarantee the provision of such notice to City, Contractor must require its insurance agent or broker to provide such notice to City. For purposes of this subsection 4.3(B), any material change in a required policy will be considered a cancellation and Contractor must immediately obtain a replacement policy acceptable to City. No later than 30 days before the expiration date of any required policy, Contractor must provide a renewed or updated certificate of insurance and the related endorsements in a form acceptable to the City Attorney.

(C) **Waiver of Subrogation.** Each required policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against City.

(D) **Required Endorsements.** The CGL policy, the builder's risk policy and the automobile liability policy must include the following specific endorsements:

(1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided is primary and no insurance held or owned by City may be called upon to contribute to a loss.

(4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(E) **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation.

4.4 **Warranty Bond.** Within ten days following issuance of the notice of award, Contractor must submit a warranty bond, using the form included with the Contract Documents, to guarantee its Work as specified in Article 11, Completion and Warranty Procedures. The warranty bond must be issued by a surety admitted in California for 10% of the final Contract Price or as otherwise specified in the Contract Documents. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City.

Article 5 - Contract Time

5.1 **Time is of the Essence.** Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) **General.** Contractor must commence the Work on the date indicated in the Notice to Proceed, and must complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time.

(B) **Authorization.** Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(C) **Rate of Progress.** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If City determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City's directive in this regard, City may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use City's own forces to achieve the necessary rate of progress. Alternatively, City may terminate the Contract based on Contractor's default.

5.2 **Schedule Requirements.** Contractor must prepare all schedules using standard scheduling software acceptable to the Engineer, and must provide the schedules in electronic and paper form as requested by the Engineer. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) **Baseline (As-Planned) Schedule.** Within ten calendar days following City's issuance of the Notice of Award (or as otherwise specified in the Special Conditions), Contractor must submit to the Engineer for review and acceptance a baseline (as-planned) schedule showing in detail how Contractor plans to perform and complete the Work within the Contract Time, including labor, equipment, materials and fabricated items using critical path methodology. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. The schedule should take into account the likely number of rain days each for each calendar month based on monthly rainfall averages over the previous ten-year period using data from reliable meteorological

records for the Project's location. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

- (1) **Specialized Materials Ordering.** Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase orders date(s).

(B) **City's Review of Schedules.** City will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required under subsection 5.2(C) below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and must, within five working days, correct the schedule to address them. For purposes of this Section 5, a "working day" means a day that City is open for normal business, and excludes weekends and holidays observed by City.

(C) **Progress Schedules.** After City accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by City, for review and acceptance with each application for a progress payment, or when otherwise specified by City, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to the Engineer of any changes in the projected material or equipment delivery dates for the Project.

- (1) **Float.** The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.
- (2) **Failure to Submit Schedule.** Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which City has noted exceptions that are not corrected, City may withhold ten percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted; and City has accepted the schedule.

(D) **Recovery Schedule.** If City determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(E) **Effect of Acceptance.** Contractor and its Subcontractors must perform the Work in accordance with the most current approved schedule unless otherwise directed by City. City's acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect City's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

(F) **Posting.** Contractor must at all times maintain a copy of the most current City-accepted progress or recovery schedule posted prominently in its on-site office.

(G) **Reservation of Rights.** City reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by City or others, or to facilitate City's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) **Authorized Working Days and Times.** Contractor is limited to working Monday through Friday, excluding holidays, during the hours of 7:00 AM to 4:00 PM, including any equipment operation, truck hauling or deliveries, except as expressly provided in the Special Conditions or as authorized in writing by City. Contractor must also consider and coordinate its working hours with time constraints for City and private special events and other City activities in the Project vicinity. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

5.3 Delay and Extensions of Contract Time.

(A) **Notice of Delay.** If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that City has a reasonable opportunity to mitigate or avoid the delay.

(B) **Excusable Delay.** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, and diligence. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13.

(C) **Non-Excusable Delay.** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight and diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

- (1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;
- (2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for timely completion of the Work;
- (3) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for the timely performance and completion of the Work;
- (4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Worksite or review of the Contract Documents; or

(5) Contractor's financial inability to perform the Work, including insufficient funds to pay its Subcontractors or suppliers.

(D) **"Weather Delay Day."** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Worksite cleanup required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, City-approved schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day caused by rain days in excess of the number of rain days for that month based on reliable records for the preceding ten years, subject to the following limitations:

- (a) Contractor must comply with the applicable procedures in Article 5 and 6 of the General Conditions regarding requests to modify the Contract Time.
- (b) Normal Weather Delay Days which do not occur during a given month do not carry over to another month.
- (c) Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

(E) **Compensable Delay.** Pursuant to Public Contract Code section 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay.

(F) **Recoverable Costs.** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent City-approved progress schedule. Recoverable Costs will not include home office overhead or markup for overhead or profit.

(G) **Request for Extension of Contract Time or Recoverable Costs.** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within ten calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

(1) *Required Contents.* The request must include a detailed description of the cause(s) of the delay, and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.

(2) *Delay Days and Costs.* The request must specify the number of days of Excusable Delay claimed, or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed, or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of calendar days, if any, by which an Excusable Delay or a Compensable Delay exceeds a concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs for Compensable Delay, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City.

(4) *Burden of Proof.* Contractor has the burden of proving that: (a) the delay was an Excusable Delay or Compensable Delay, as defined above; (b) Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; (c) the delay will unavoidably result in delaying Final Completion; and (d) any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) *Legal Compliance.* Nothing in this provision is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code section 7102.

(6) *No Waiver.* Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City's right to assess liquidated damages for Non-Excusable Delay.

(7) *Dispute Resolution.* If there is a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on City's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the Dispute Resolution provisions set forth in Article 12 below.

5.4 Liquidated Damages. It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code section 7203, if

Contractor fails to achieve Final Completion within the Contract Time, City will charge Contractor in the amount specified in the Contract for each day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty.

- (A) **Liquidated Damages.** Liquidated damages will not be assessed for any Excusable or Compensable Delay, as set forth above.
- (B) **Milestones.** Liquidated damages will also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.
- (C) **Setoff.** City is entitled to set off the amount of liquidated damages assessed against any payments otherwise due to Contractor, including setoff against release of retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.
- (D) **Occupancy or Use.** Occupancy or use of the Project in whole or in part before Final Completion does not constitute City's acceptance of the Project and will not operate as a waiver of City's right to assess liquidated damages for Contractor's unexcused delay in achieving Final Completion.
- (E) **No Limitation on Other Remedies.** City's right to liquidated damages under this Section applies only to damages arising from Contractor's unexcused failure to complete the Work within the Contract Time. City retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, or for defective materials or workmanship.

Article 6 - Contract Modification

6.1 Contract Modification and Changes in Work. Modifications to the Contract are valid and legally binding only pursuant to a written, duly authorized and signed Change Order or Contract amendment. City also reserves the right to make changes in the Work without invalidating the Contract including reducing or eliminating portions of the Work or otherwise modifying the Work. City may direct changes in the Work, which may include Extra Work as set forth in subsection (B) below. Any change in the Work, whether directed by City or pursuant to Contractor's request for a Change Order under Section 6.2 below, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, which may include commensurate changes in the Contract Price or Contract Time as applicable. Contractor must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work.

- (A) **Disputes.** If there is a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. If City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, dispute the value of added or eliminated Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents or entitlement to changes in the Contract Price or Contract Time, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including

the Work in dispute, as directed by City. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(B) **Extra Work.** City may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on adjustments to the Contract Price or Contract Time for such work. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs ("Extra Work Report"). The Engineer will make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of such work. When an Extra Work Report(s) is agreed on and signed by both City and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

(C) **Remedy for Non-Compliance.** Contractor's failure to promptly comply with a City-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

6.2 Contractor Change Order Requests. Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) **Time for Submission.** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within ten calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If City requests that Contractor propose the terms of a Change Order, unless otherwise specified in City's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving City's request, in a form satisfactory to the Engineer.

(B) **Required Contents.** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, and subcontract amounts and if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) **Required Documentation.** All claimed costs must be documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions.

(D) **Required Form.** Contractor must use City's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by City.

(E) **Certification.** All Change Order requests must be signed by Contractor and must include the following certification:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any costs, expenses, or time extension request not included herein is deemed waived. Contractor understands that submission of claims which have no basis in fact or which Contractor knows to be false may violate the False Claims Act, as set forth in Government Code sections 12650 et seq."

6.3 Adjustments to Contract Price. The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods, but in the order provided with unit pricing taking precedence over the other methods:

(A) **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or schedule of values, will apply if unit pricing has previously been provided in Contractor's accepted bid schedule or schedule of values for the affected Work. No additional markup for overhead or profit will be added to the calculation.

(B) **Lump Sum.** An all-inclusive mutually agreed upon lump sum for the affected Work with no additional markup.

(C) **Time and Materials.** On a time and materials basis, which may include a not-to-exceed limit:

(1) All labor, materials and equipment used for Work paid on a time and materials basis is subject to approval by the Engineer, and compensation will be calculated as the total of the following sums:

- (a) All direct labor costs, meaning costs actually paid to or on behalf of workers for hourly wages, health and welfare benefits, pensions, vacation, or training, plus 15% markup;
- (b) All direct material costs, including sales tax, plus 15% markup;
- (c) All direct plant and equipment rental costs, plus 15% markup;
- (d) All direct subcontract costs, plus 5% markup for first tier subcontract costs only; and
- (e) Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

(2) The markups stated above constitute full compensation for any and all costs associated with the Work performed on a time and materials basis, including overhead, profit, workers' compensation, social security, unemployment insurance, taxes, cost of delay or disruption, and any other costs.

6.4 Unilateral Change Order. If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, disputes over the value of deleted or changed Work, disputes as to what constitutes Extra Work, or disputes as to quantities used, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in

the Contract Price or Contract Time up to the amount City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

6.5 Non-Compliance Deemed Waiver. Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

Article 7 - General Construction Provisions

7.1 Permits and Taxes.

(A) **General.** Unless otherwise specified in the Contract Documents, Contractor must obtain and pay for all permits, fees, or licenses required to perform the Work, including a City business license obtained within ten days following City's issuance of the Notice of Award. For City capital improvement projects, Contractor must obtain a "No Fee" encroachment and building permit from City's Development and Engineering Services Department. Contractor must also cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all notices, permits, licenses, and renewals required for the Work.

(B) **Federal Excise Tax.** Contractor must pay for all taxes on labor, material and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.

(C) **Local Tax Allocation.** Contractor and each Subcontractor performing Work with a value over \$5,000,000 must obtain a Board of Equalization sub-permit for the Project Site and allocate all eligible sale and use tax payments to the City. If applicable, before starting the Work, Contractor and Subcontractors will provide the City with a copy of its Board of Equalization account number and sub-permit.

7.2 Temporary Facilities. Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including onsite staging area(s) for material and equipment, a field office, sanitary facilities including enclosed toilets for Contractor's employees and Subcontractors, light, power and water, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any utility services incidental thereto.

(A) **Standards.** Temporary facilities must be safe and adequate for the intended use, and installed and maintained in accordance with all applicable federal, state, and local laws, codes, and regulations.

(B) **Staging Area.** Contractor must fence and screen the staging area(s), and its operation must minimize inconvenience to neighboring properties.

(C) **Utilities.** Contractor must install and maintain the light, power, water and all other utilities required for the Project site, including the piping, wiring, lamps and related equipment necessary to perform the Work. Contractor may not draw water from any City water source, except to extinguish a fire, without first obtaining a permit from City.

(D) **Removal and Repair.** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City's property or to other

property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

(E) **Additional Requirements.** Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

7.3 Noninterference and Additional Work Areas. Contractor must avoid interfering with City's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must notify the affected parties of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

(A) **Offsite Acquisition.** Contractor must acquire, use and dispose of, at its sole expense unless otherwise provided by City, any additional Work areas, easements, and temporary facilities necessary to access and perform the Work. Contractor's indemnity obligations under Section 4.2 above apply to any such acquisition, use or disposal.

(B) **Offsite Staging Area and Field Office.** If additional space beyond the Project site is needed for the staging area(s) or the field office, Contractor must make advance arrangements with the nearby property owner(s) to secure the space. Contractor may negotiate a license agreement(s) or easement(s) with the property owner(s) before submitting the Bid Proposal and must also secure any required use permit from City's Planning Division. Before using or occupying the area, Contractor must provide the Engineer with a copy of the license agreement(s) or easement(s) and the use permit, together with a written release from the property owner(s) holding City harmless from any related liability, in a form acceptable to the City Attorney.

7.4 Signs. No signs may be displayed on or about City's property, except signage which is required by law or by the Contract Documents, without City's prior written approval as to content, size, design, and location.

7.5 Worksite and Nearby Property Protections.

(A) **General.** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for providing security for and protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the Project has been accepted by City. Except as specifically authorized by City, Contractor must confine its operations to the area of the Project site indicated in the Drawings. With the Engineer's advance approval and at his or her direction, Contractor may use adjacent City right-of-way for Work operations during Work hours. Contractor is liable for any damage caused to the Work, City's property, the property of adjacent or nearby property owners (including real property, improvements and utilities and personal property), and the work or personal property of other contractors working for City.

(1) Subject to the Engineer's approval, Contractor will provide and install safeguards to protect the Work, the Worksite, City's real or personal property, and the real or personal property of adjacent or nearby property owners.

- (2) City's wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify the Engineer and establish a plan, subject to City's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.
- (3) Contractor must remove with due care, and store at City's request, any objects or material from the Project site that City will salvage or reuse at another location(s). Contractor must deliver the objects or material to any other site(s) in City that the Engineer designates.
- (4) If directed by Engineer, Contractor must promptly repair or replace any such property damage, as specified by the Engineer. However, acting in its sole discretion, City may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

(B) **Securing Project Site.** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless the Engineer approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents to address issues such as site security.

(C) **Unforeseen Conditions.** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Drawings or apparent from inspection of the Project site, Contractor must immediately submit a Request for Information to the Engineer and avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's direction, which may be stated in a Letter of Instruction, will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above. However, City will not extend the Contract Time due to Contractor's failure to submit a timely Request for Information.

(D) **Support; Adjacent Properties.** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to City's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by law.

(E) **Post-Construction Restoration.** Contractor must ensure, as part of the Work, that all parts of the construction are properly joined with existing and adjacent improvements and conditions, and must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the existing improvements, and the condition, finish and dimensions must match the existing improvements.

- (1) Contractor must replace, with thermoplastic, any existing striping within and adjacent to the Project site that is damaged during the Work. Partially damaged striping must be replaced in its entirety.

- (2) Contractor must replace any survey monuments that are damaged or removed during the Work, with a Record of Survey filed by a licensed Land Surveyor as required by State law.
- (3) Before removing any traffic control or street signs on the Project site, Contractor must take photographs showing their original locations. Upon completion of each phase of construction, Contractor must temporarily reset the signs at those locations. Contractor must then replace the signs permanently upon completion of the Work and the cost of their removal and replacement must be included in the Bid Proposal.
- (4) Contractor must maintain any rural mail boxes on the Project site and relocate them to their permanent locations as soon as possible in the course of the Work, to the satisfaction of the affected property owners and the postal service.

7.6 Materials and Equipment.

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment.

- (1) Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation, and must be installed in accordance with the manufacturer's recommendations or instructions.
- (2) Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work, and is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has recorded the notice of completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.
- (3) Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase orders date(s).

(B) **City-Provided.** If the Work includes installation of materials or equipment to be provided by City, Contractor is solely responsible for the proper examination, handling, storage, and installation of such items in accordance with the Contract Documents. Contractor must promptly notify City of any defects discovered in City-provided materials or equipment. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright protected materials, equipment, devices or processes that are incorporated into the Work. Contractor's

indemnity obligations in Article 4 applies to any claimed violation of intellectual property rights in violation of this provision.

(D) **Weighing and Metering Equipment.** Contractor must ensure that all scales and metering equipment used for the Project are inspected for accuracy and certified, within the previous 12 months before each use, by the California Bureau of Weights and Measures, the San Joaquin County Director or Sealer of Weights and Measures, or a scale mechanic registered with or licensed by San Joaquin County. The scale service agency's accuracy must meet all State legal standards pertaining to weighing devices. Contractor must present a certificate of compliance to the Engineer for approval before the agency's operation, and the certificate must be renewed at the Engineer's request at no cost to City. All scales must be arranged so they can be easily read from the operator's area. They must indicate true net weight without applying any factor and the scale figures must be clearly legible. Scales must be accurate to within one percent when tested with the plant shut down. Weighing equipment must be insulated against vibration or moving of other operating equipment in the area such that the error in weighing with the entire plant running will not exceed two percent for any setting or one and one-half percent for any batch.

(E) **Calibration of Testing Equipment.** Testing equipment, including pressure gauges, metering devices, hydraulic systems, force (load) measuring instruments and strain-measuring devices, must be calibrated by a testing agency acceptable to the Engineer at intervals not to exceed 12 months and also following repairs, modification or relocation of the equipment. Contractor must provide the calibration certificates at the Engineer's request.

7.7 Substitutions.

(A) **“Or Equal.”** Any Specification designating a material, product, or thing (collectively, “item”) or service by specific brand or trade name, followed by the words “or equal,” is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service.

(B) **Request for Substitution.** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier. A request for substitution must contain a description of any proposed changes to the Work required to accommodate the substitution.

(C) **Data Showing Equality.**

- (1) Contractor must, at its expense, have any proposed substituted item or service tested as required by the Engineer, to determine whether the physical, chemical or other characteristics, including quality, strength, durability, finish, efficiency, dimensions, service level and suitability, are such that the item or service will fulfill its intended function for the Project.
- (2) The Engineer must approve the test method(s), in his or her sole discretion, in advance of any test. Contractor will report the test results promptly to the Engineer, who will determine if the item or service is “equal.”

(D) **Substantiation.** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor's failure to timely provide all necessary substantiation, including any required

test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(E) **Burden of Proving Equality.** Contractor has the burden of proving the equality of the proposed substitution. City has sole discretion to determine whether a proposed substitution is equal, and City's determination is final.

(F) **Approval or Rejection.** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified.

(G) **Contractor's Obligations.** City's review of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents, including guarantee and warranty requirements. If Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

7.8 Testing and Inspection.

(A) **General.** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by the Inspector or the Engineer, at all times and locations during construction and/or fabrication and at any worksite, including at shops and yards as well as at the Project site. All manufacturers' application or installation instructions must be provided to the Inspector or the Engineer at least ten days before the first such application or installation. Contractor must, at all times, make the Work available for inspection.

(B) **Scheduling and Notification.** Contractor must cooperate with City in coordinating the inspections and testing. Contractor must submit samples of materials, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer no later than noon of the Working Day before any inspection or testing, and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least 48 hours in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing. Such costs, including the City's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

(1) **Materials Testing.** Contractor must submit samples of the Project materials to the Engineer, upon his or her request, before the materials are incorporated into the Work. Contractor will deliver the materials for any testing at the time and place designated by the Engineer, at no cost to City. Unless otherwise specified in the Special Conditions, the initial testing will be performed at City's cost. The Engineer will direct and supervise all testing, including the number and location of tests. Contractor must notify City in writing at least 15 days in advance of the use of any materials for the Project for which tests are required or requested, to allow sufficient time for City to perform the tests. Contractor's notice will name the proposed supplier and the source of the material(s).

(C) **Responsibility for Costs.** City will bear the initial cost of testing to be performed by independent testing consultants retained by City, subject to the following exceptions:

(1) Contractor will be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.

(2) Contractor will be responsible for inspection costs, at City's established rates, for inspection time lost because the Work is not ready or Contractor fails to appear for a scheduled inspection.

(3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor before the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs. If the Engineer requests to see a covered or concealed portion of the Work that was not subject to such testing or inspection, Contractor must promptly uncover the Work but may also submit a request for a Change Order for the cost of uncovering and then re-covering that portion of the Work. However, if the uncovered Work does not conform to the Contract Documents, Contractor must pay all such costs and will not be entitled to any adjustment to the Contract Time or Contract Price.

(4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.17 below, to protect testing personnel.

(5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) ***Contractor's Obligations.*** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work done without the required inspection(s) will also be subject to rejection by City. If Contractor fails to remove defective, noncompliant or rejected Work or material from the Project site within 14 days after City's written notice thereof, City may, without foregoing any other remedies under the Contract, remove, sell or otherwise dispose of the Work or material. Contractor will be entitled to the proceeds of any sale, but only in excess of the costs and damages for which Contractor is liable to City for the removal, including compensation for City's related services, expenses and any attorney's fees and costs incurred.

(E) ***Distant Locations.*** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations. Regardless of location, no materials or equipment for the Project will be shipped, and no processing, fabrication or treatment of the materials or equipment will be done, without passing inspection. The materials and equipment will also be subject to re-inspection at the Project site.

(F) ***Waiver of Testing Requirements.*** The Engineer, in his or her sole discretion, may waive material testing requirements under the Contract Documents and accept the manufacturer's written certificate of compliance or test data evidencing that the materials meet all requirements. A certificate of compliance is acceptable for authorizing the use of steel pipe in sizes less than 18 inches, and the use of vitrified clay, cast iron or ductile iron pipe in all sizes. However, City may sample or test, at any time, all materials used on the basis of a certificate of compliance. Any materials used for the Work on the basis of a

certificate of compliance does not relieve Contractor of the responsibility to only use materials that conform to the requirements of the Contract Documents.

(G) **Acceptance of Defective or Noncompliant Work.** City retains the option, at its sole discretion and by written notice to Contractor, to accept defective or noncompliant Work instead of requiring its removal or correction as set forth above in this Section 7.8. In such event, the Contract Price will be reduced by an amount equal to the difference between: the value to City of the Work had it been performed in compliance with the Contract Documents; and the value to City of the defective or noncompliant Work. If the remaining payments due to Contractor and retention under the Contract are not sufficient to cover the amount of the Contract Price reduction, Contractor must promptly pay the amount of the deficiency to City.

(H) **Final Inspection.** The provisions of this Section 7.8 apply to final inspection under Article 11, Completion and Warranty Provisions.

7.9 Worksite Conditions and Maintenance. Contractor must, at all times on a 24-hour basis and at its sole cost, maintain the Project site and the staging and storage areas in clean and neat condition and in compliance with any regulatory requirements for air quality and noise control. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) **Air Emissions and Noise Control.** Contractor must not discharge smoke, dust or any other air contaminants into the atmosphere in violation of any applicable law, regulation or rule. Contractor must also control the noise generated from construction to the Engineer's satisfaction and in compliance with any applicable law, regulation or rule. Use of an air compressor, jackhammer or other loud vibrating-sound device will be limited to operation on regular Work days between the hours of 8:00 AM to 4:30 PM.

(B) **Dust and Debris.** Contractor must minimize and confine dust and debris resulting from the Work, including as required by Chapter 7.24 of City's Municipal Code. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water- spraying truck for this purpose. If the Engineer determines that the dust control is not adequate, City may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Worksite and any dirt deposited on public streets. Contractor will also remove forms and form lumber as soon as practicable after stripping.

(1) **Construction Water.** Construction water from City hydrants will be available for the Project at no cost to Contractor. Before obtaining any water, Contractor must secure a permit from City and provide an approved water truck, installed with backflow prevention devices.

(C) **Clean up.** Before discontinuing Work in an area, Contractor must clean the area and remove all rubbish and debris along with the construction equipment, tools, machinery, waste and surplus materials. Except as otherwise specified, excess Project materials and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by City will be Contractor's property.

(1) Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on City streets. Materials and loose debris must be delivered and loaded to prevent dropping

materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way.

(2) Contractor must handle and contain waste materials that are hazardous, dangerous or unsanitary separately from inert waste.

(3) Streets affected by Work on the Project must be kept clean by street sweeping.

(C) **Disposal.** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets or into manholes or City's storm drain system. If the Engineer determines that any objects or materials removed from the existing improvements will be reused by City or have salvage value, Contractor must deliver them to City's corporation yard or to any other site the Engineer designates within the City, at Contractor's sole cost.

(E) **Completion.** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas.

(1) Structures constructed must be free of rodents, insects, vermin and pests. Contractor must arrange and pay for, as part of the Work and within the Contract Time, any necessary extermination work. A licensed exterminator must perform such work, in compliance with all regulatory requirements. Contractor will be responsible for any injury to persons or property, and for eliminating offensive odors resulting from, any extermination operations.

(F) **Non-Compliance.** If Contractor fails to comply with its maintenance and cleanup obligations or any City cleanup order, City may suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price. Following written notification from City or its representative, City may also undertake appropriate cleanup measures without further notice and the cost will be deducted from any amounts due or to become due to Contractor.

7.10 Traffic Control and Parking Restrictions. Contractor must, at its sole cost, provide for the safe movement of vehicular, bicycle and pedestrian traffic through and around the Work site at all times during the course of the Project. Contractor must use signs, flag persons, pavement markings, barricades, lights, cones, and delineators as necessary, with minimal delay and inconvenience to the public. Contractor must also use only individuals trained in traffic control and traffic control flagging for the Project.

(A) **Traffic Control Plan.** Contractor must submit a traffic control plan(s) to City at the pre-construction conference, proposing Contractor's traffic control measures for the Project. The plan must conform with the *Manual of Uniform Traffic Control Devices* and the *Work Area Traffic Control Handbook* (Building News Incorporated P.O. Box 3031, Terminal Annex, Los Angeles, CA 90051). The plan must include scaled drawings for addressing traffic control at intersections and mid-blocks of the impacted streets during working and non-working hours, showing the proposed signs, traffic control devices and

flag persons to be used. The plan must be directed equally to the regulation and protection at all times of non-vehicular traffic, including pedestrians, bicyclists, joggers, skaters, and skateboarders. No traffic control may commence until the Engineer has reviewed and accepted the plan(s). Contractor may implement any revised traffic control plan(s) only after the Engineer's advance review and acceptance of the revised plan(s).

(B) **Traffic Control Devices.** Contractor must provide and maintain traffic control devices in sufficient quantities, types, and locations for safe and adequate traffic control and flow at all times. During hours of darkness, approved lights and flares must illuminate signs and hazards and alert approaching traffic. Barricades must be furnished and maintained along all open trenches. No Work may begin before the related traffic control devices have been placed, tested and, if required by City, adjusted and revised. Placement of all traffic control devices must conform with the *Manual of Uniform Traffic Control Devices* and the traffic control plan(s), and the device locations must be adjusted to suit the conditions of each detour and changing Project conditions. After any Work hazards have been removed, all traffic control devices and temporary signs must also be removed. Daily traffic control measures in the impacted areas must continue until Project cleanup activities have been completed and all of Contractor's equipment has been removed from the traveled way.

(C) **Traffic Control Detours.** Contractor must direct, divert and detour traffic through, around and adjacent to Work operations in accordance with the traffic control plan(s) and as otherwise specified in the Contract Documents.

(1) *Field Review of Detours.* Each traffic detour must be test-driven by the Engineer and Contractor's onsite superintendent immediately after the related traffic control devices are placed. The test drive must include approaches to the detour from each possible direction, and traverse the full length of each detour route. Contractor must adjust and revise all traffic control devices as needed, and the test drive must be repeated if the Engineer determines it to be necessary.

(2) *Diverting Bicycle and Pedestrian Traffic.* Whenever Work operations obstruct the flow of bicycle or pedestrian traffic, or present a hazard to bicycles or pedestrians in the vicinity, Contractor must take action to protect and separate bicycles and pedestrians from the Work area. Such actions may include placement of barricades between bicycles and pedestrians and the Work areas, placement of warning signs, and using personnel to protect and maintain access for approaching bicycles and pedestrians as the conditions warrant.

(3) *Diverting Vehicular Traffic.* Whenever Work operations obstruct the flow of vehicular traffic, or present a hazard to vehicles operating in the vicinity, Contractor must take action to warn, detour and otherwise protect approaching drivers and vehicles as the conditions warrant.

(4) *Flaggers.* Contractor must employ flaggers as necessary for each detour and at all locations where barricades and warning signs alone cannot control traffic movement. A warning sign must be placed ahead of the flaggers reading: "Flagger Ahead." The distance between the sign and the flaggers must be based on the average traffic speed for the location, allowing at least 50 feet for each 10 miles per hour. During hours of darkness, flagger stations must be illuminated so the flaggers are clearly visible to approaching traffic. Each flagger must wear a red or orange warning garment when flagging. Flaggers must be provided with approved red flags or Stop/Slow hand paddles, and two-way radios for communication. When flagging during hours of darkness, the flagger must signal with a red light or flare and must have a belt and suspender harness outside his or her garment fitted with reflectors or made from reflectorized cloth.

(5) *Notice to Agencies.* Contractor must notify the Engineer and all agencies having jurisdiction over the Work, in writing, at least 96 hours in advance, excluding holidays and weekends, before instituting any street or lane closure or detour. At the end of each Workday, Contractor must inform the Engineer, the Police Department and the Fire Department of the status of all detours, lane restrictions, and road closures. Contractor must also cooperate and coordinate with the trash collection agencies, public transit providers, U.S. Postal Service, and any other third parties as necessary, to allow them to maintain their existing service schedules in City during the course of the Work.

(6) *Emergency Vehicle Access Through Detours.* Contractor must provide for and not impede the movement of emergency vehicles through the Work area while all detours and street closures remain in effect.

(7) *Night Detours.* Contractor may not maintain any lane or road closure during non-Working hours without obtaining the Engineer's advance written approval. Contractor must restore travel lanes to their original alignment and configuration during non-Working hours by placing temporary asphalt pavement or bridging with steel plates. Contractor must also place "Rough Road" signs conforming to the *Manual of Uniform Traffic Control Devices* at uneven temporary pavement or bridging locations.

(8) *Temporary Traffic Lanes.* Temporary traffic lanes must be at least ten feet wide, and 11 feet wide around curves, with an additional two feet of clearance from curbs. The length of temporary lanes must be limited to the Work area under construction and the distance necessary to safely divert traffic.

(D) **Parking Restrictions.** Contractor must post no-parking signs at all locations necessary to establish Work areas and detour traffic. Signs must read "No Parking -- Construction Tow-away Zone" in all capital letters, state the day(s) and hours of the parking restrictions, and state the telephone number of the Police Department or other agency having jurisdiction over parking at that location. The Engineer must approve in advance the signs, their placement location, and the duration of the parking limits. The signs must be placed at least 72 hours before the parking restrictions take effect. The signs must be removed when no Work is under way and reposted at least 72 hours before the Work resumes. Contractor must contact and coordinate with the Police Department before removing any vehicles parked in violation of the signs. Contractor must also coordinate with the Police Department for enforcement and towing of any illegally parked vehicles, in compliance with the California Vehicle Code.

7.11 Instructions and Manuals. Contractor must provide to City three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed for this Project.

(A) **Submittal Requirements.** All manufacturers' application or installation instructions must be provided to the City at least ten days before the first such application. The instructions and manuals, along with any required guarantees, must be delivered to City for review.

(B) **Training.** Contractor or its Subcontractors must instruct City's personnel in the operation and maintenance of any complex equipment as a condition precedent to Final Completion, if required in the Contract Documents.

7.12 As-built Drawings. Contractor and its Subcontractors must prepare and maintain on the Worksite a detailed, complete and accurate as-built set of the Drawings which will be used solely for the purpose of recording changes made in any portion of the original Drawings in order to create accurate record drawings at the end of the Project.

(A) **Duty to Update.** The as-built drawings must be updated as changes occur, on a daily basis if necessary. Contractor must prepare and submit a set of red-lined as-built drawings for Engineer's review and approval at the end of each month. Progress payments may be delayed, in whole or in part, until the as-built drawings are brought up to date to the satisfaction of City. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities, etc., installed underground, in walls, floors, or otherwise concealed. Deviations from the original Drawings must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork, drain lines, etc., must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) **Final Completion.** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and approval as a condition precedent to Final Completion and Final Payment. Contractor must also deliver all Worksite copies to the Engineer upon completion of the Work.

7.13 Utilities.

(A) **Subsurface Infrastructure.** With reference to the requirements of Government Code sections 4216 through 4216.9, Contractor must identify, locate and protect subsurface infrastructure and installations, including service laterals, conduits, and appurtenances of any underground facility, the presence of which can be inferred from the Contract Documents or from visible facilities such as buildings, meters or junction boxes, before doing any Work that could damage such facilities or interfere with their service. Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Drawings, Contractor must assume that every parcel will be served by a connection for each type of utility. Contractor must not interrupt the service function or disturb the supporting base of any utility without authority from the utility owner or a City order.

(B) **Field Verification of Improvements and Utilities.** Existing and proposed improvements and utilities are shown on the Drawings in their approximate locations. Locations may not have been field-verified and City does not guarantee the accuracy and completeness of the information shown. Contractor must field-adjust proposed improvements to avoid conflicts with existing improvements. Contractor must also take reasonable care to determine the existence, location and depth of any underground improvements, facilities or utilities that are indicated on the Drawings, or indicated by field-locating services, or evidenced by facilities visible in the field. The fact that a utility, facility or improvement is not shown on the Drawings does not relieve Contractor of its responsibilities under this subsection. Contractor must become familiar with the type, material, age and condition of any utility that may be affected by the Work and pothole the utilities before working in the area to avoid damage. The Contract Price will not be increased for delays that result from Contractor's failure to field-verify or pothole existing utilities before commencing the Work. Potholing is included in the Contract Price and is not considered Extra Work.

(C) **Protection of Utilities.** Contractor must furnish and install, at its expense, any protection necessary to ensure support of the existing underground, overhead or at-grade

utilities shown on the Drawings, including their associated structures and service connections. Contractor must immediately notify the Engineer and the applicable utility owner if a utility is disturbed, disconnected or damaged during the Work. Contractor must also, without additional compensation, restore to its original condition any utility that is damaged. When placing concrete around or contiguous to a utility, Contractor must furnish and install, at its expense, a cushion of expansion joint material, clear opening, sleeve, or other suitable material approved by the Engineer, to prevent embedment or bonding of the utility with the concrete.

(D) ***Existing Utilities Not Identified by City.*** As required by Government Code section 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site, if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Drawings or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent such delay was caused by City's failure to provide for removal or relocation of the utility facilities.

(E) ***Removal of Abandoned Utilities.*** Unless otherwise specified in the Contract Documents, Contractor must remove all portions of interfering utilities shown on the Drawings as "abandoned" or "to be abandoned in place." Before commencing removal operations, Contractor must confirm with the utility owner that the abandonment is complete. The removal and disposal of utilities to be abandoned is considered part of the Work included in the Contract Price and is not considered Extra Work.

7.14 Notice of Excavation. Contractor must comply with all applicable operator requirements in Government Code sections 4216 through 4216.5. Government Code section 4216.2 requires that, except in an emergency, Contractor must contact the appropriate regional notification center, or Underground Services Alert at 800-642-2444 (for Northern California), at least two working days but not more than 14 calendar days before starting any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations, and, if practical, Contractor must delineate with white paint or other suitable markings the area to be excavated. Contractor may not begin excavation until it has obtained and submitted to Engineer an inquiry identification number from Underground Services Alert.

7.15 Trenching and Excavations. The maximum length of any open trench under the Project is 200 feet or the distance that pipe can be installed in a single day, unless the Engineer directs otherwise in writing. Backfill and resurfacing must comply with City of Tracy Standard Plan 501 for Trenching and Resurfacing, unless otherwise indicated in the Special Conditions. Trenches must be backfilled and covered with two inches of cutback in paved areas, or bridged with tack-welded steel plates at the end of each Work day. Cutback must be placed around plate edges to provide a smooth transition and to secure against displacement. As soon as possible following excavation, but no later than 14 Days, Contractor must backfill each excavation and restore the site and existing improvements to their pre-excavation condition, unless otherwise specified in the Contract Documents.

7.16 Trenching and Excavations of Four Feet or More. As required by Public Contract Code section 7104, if the Work includes digging trenches or other excavations that

extend deeper than four feet below the surface, the following provisions in this Section apply to the Work and the Project.

(A) **Duty to Notify.** Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if Contractor finds any of the following conditions:

- (1) Material that Contractor believes may be a hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law;
- (2) Subsurface or latent physical conditions at the Worksite differing from those indicated by information about the Worksite made available to bidders before the deadline for submitting bids; or
- (3) Unknown physical conditions at the Worksite of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) **City Investigation.** City will promptly investigate the conditions and if City finds that the conditions do materially differ or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, City will issue a Change Order.

(C) **Disputes.** If a dispute arises between City and Contractor regarding any of the conditions specified in subsection (A) above, Contractor will not be excused from completing the Work within the Contract Time, but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes between Contractor and City.

7.17 Trenching of Five Feet or More. As required by Labor Code section 6705, if the Contract Price exceeds \$25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to City or its civil or structural engineer, for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

7.18 New Utility Connections. City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify City sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.

7.19 Shut Down Notification. Contractor must coordinate any shut down of water main, sewer main or lateral service with the Engineer, City's Public Works Maintenance Department, and the affected property owners. Contractor must notify the Engineer in writing at least 72 hours in advance of a shut down. Except for scheduled shutdowns and emergency situations, Contractor must notify all customers and affected parties of a shut down in writing at least 48 hours in advance, and in person at least four hours in advance, to allow adequate draw time. Contractor must follow all City requirements for exercising and shutting off water valves on main lines and any required materials will be

at the Work site before the shutdown is requested. Contractor will expedite the Work until the affected water or sewer lines are back in service.

7.20 Lines and Grades. Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California Licensed Surveyor or a California Registered Civil Engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Contractor must provide horizontal control and cut sheets to Engineer immediately following the setting of construction or boundary markers. Contractor also must set the grades for underground conduits on the ground surface and transfer them to the bottom of the trenches. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans.

7.21 Historic or Archeological Items.

(A) **Contractor's Obligations.** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archaeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").

(B) **Discovery; Cessation of Work.** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 100-foot radius of the find and may not resume until authorized in writing by City. If required by City, Contractor must assist in protecting or recovering the Historic or Archeological Items, any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. Any suspension of Work required due to discovery of Historic or Archeological Items will be treated as a suspension for convenience under Article 13.

7.22 Environmental Control. Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must conduct the Work in a manner that prevents the release of hazardous material or hazardous waste into the soil or groundwater, and prevents the unlawful discharge of pollutants into City's storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all applicable federal, state, and local laws and regulations concerning pollution of waterways.

(A) **Storm water Permit.** Contractor must comply with all applicable conditions of the State Water Resources Control Board national Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm water Runoff Associated with Construction Activity ("Storm water Permit").

(B) **Contractor's Obligations.** If required for the Work, a copy of the Storm water Permit is on file in City's principal administrative offices, and Contractor must comply with the same without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Storm water Permit, Contractor must comply with all other applicable state, municipal or regional laws, ordinances, rules or regulations governing discharge of storm water, including applicable municipal storm water management programs.

Article 8 - Payment

8.1 Schedule of Values. Before submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

(A) **Measurements for Unit Price Work.** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods stipulated in the Contract Documents. Unless otherwise specified, the following standards apply:

- (1) Quantities of Work will be determined from measurements or dimensions in the horizontal planes. Stationing will be along the street centerline. Lengths of sanitary sewers, storm drains and water lines will be measured as the horizontal distances from the center to center of structures, rounded to the nearest foot, and lengths of all return radii and curb data will be measured along the face of curb.
- (2) Volumetric quantities will be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimensions. Measurements will be according to U.S. Standard Measures. A pound will be an avoirdupois pound. A ton will be 2,000 pounds avoirdupois. The U.S. gallon is the unit of liquid measure.
- (3) Weight quantities will be determined on certified platform scales or, when the Engineer approves, on an automated weighing and recording system. Contractor must furnish the Engineer with duplicate licensed weighmaster's certificates showing the actual net weights. City will accept the certificates as evidence of the weights delivered.

(B) **Increases or Decreases in Unit Price Work.** If the actual quantity for a bid item is increased or decreased by more than 25 percent of the estimated quantity on the Bid Schedule, the City may, but is not obligated to, adjust the unit price pursuant to subsection (1) or (2), as applicable. The Engineer will determine whether a given increase or decrease in a quantity exceeds 25 percent, and the Engineer's determination is final. No adjustment in unit pricing will be made until after all Work involving that bid item is completed, and the final quantity has been determined by the Engineer.

- (1) For quantity increases of more than 25 percent, the unit price may be adjusted based on the difference between unit price and the actual unit cost for the additional quantity. The Engineer's determination will be based on time and materials only, and will not include fixed costs or markup for overhead, profit, or other indirect costs. For purposes of this Section 8.1, "fixed costs" means the Contractor's direct costs for labor, material, or equipment to perform or supply the bid item, which costs remain constant regardless of the item quantity.
- (2) For quantity decreases of more than 25 percent, the unit price may be adjusted based on the difference between the unit price and the actual unit cost, inclusive of the item's fixed costs.

(C) **Deleted or Reduced Work.** Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material or equipment costs

for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for lost profits.

8.2 Progress Payments. Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) **Application for Payment.** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Worksite, as well as authorized and approved Change Orders. Each pay application must be supported by Contractor's schedule of values and any other substantiating data required by the Contract Documents. Contractor must also warrant, upon submitting each pay application, that all Work which City has previously paid for is free and clear of any claim, stop notice, security interest, or encumbrance in favor of Contractor, a Subcontractor, or any other person or entity making a claim(s) based on labor, materials or equipment related to the Work.

(B) **Payment of Undisputed Amounts.** City will pay the undisputed amount due within thirty (30) days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code section 20104.50. City will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may deduct additional amounts as set forth in Section 8.3, below.

8.3 Adjustment of Payment Application. City may adjust, withhold from or reject a payment application, including application for Final Payment, in whole or in part, based upon any of the circumstances listed below. Contractor will be notified in writing of the basis for the adjustment, withholding, or rejection, and amounts withheld temporarily will be released once the basis for that withholding has been remedied and no longer exists.

(A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work;

(B) For loss or damage caused by Contractor or its Subcontractor(s) arising out of or relating to performance of the Work or any failure to protect the Worksite, City may deduct an amount based on the estimated cost to repair or replace, including for any claim(s) filed or reasonable evidence indicating the likely filing of a claim(s);

(C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount sufficient to compensate unpaid subcontractors and suppliers;

(D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work;

(E) For any unreleased stop notice, City may withhold 125% of the amount claimed;

(F) For Contractor's failure to submit any required schedule or schedule update in the manner and within the time specified in the Contract Documents, City may withhold or deduct an amount equal to five percent of the total amount requested;

- (G) For Contractor's failure to maintain or submit as-built documents in the manner and within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City's cost to prepare the as-builts;
- (H) For Work performed without approved Shop Drawings, when approved Shop Drawings are required before proceeding with the Work, City may deduct an amount based on the estimated costs to correct unsatisfactory Work or diminution in value;
- (I) Contractor's payroll records are delinquent or inadequate;
- (J) Contractor's waste or disposal of materials in a manner not anticipated or required under the Contract Documents, including the cost of: rejected materials not unloaded from vehicles; rejected materials after placement; materials placed outside Plan lines; materials that were delivered but not incorporated into the Work; or disposal of rejected or excess materials;
- (K) For fines assessed under the Labor Code, as required by law; or
- (L) For any other costs or charges that may be offset against payments due, as provided in the Contract Documents, including liquidated damages.

8.4 Acceptance of Work. Neither City's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

8.5 Retention. City will retain five percent (5%) of the amount due on each progress payment, or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work.

- (A) **Substitution of Securities.** As provided by Public Contract Code section 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Any escrow agreement entered into pursuant to this provision must comply with Public Contract Code section 22300, and will be subject to approval as to form by City's legal counsel.

- (B) **Release of Undisputed Retention.** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld under Section 8.3 or 8.6, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by City's governing body or authorized designee pursuant to Section 11.1(D) below, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete under Public Contract Code section 7107(c).

8.6 Setoff. City is entitled to set off any amounts due from Contractor against any payments due to Contractor. City's entitlement to setoff includes progress payments as well as Final Payment and release of retention.

8.7 Payment to Subcontractors and Suppliers. Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Worksite by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of the law, and those of the Contract Documents and applicable subcontract or supplier contract.

- (A) **Withholding for Stop Notice.** City will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by City for the costs

incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

(B) **Joint Checks.** City reserves the right to issue joint checks made payable to Contractor and its Subcontractors or suppliers. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by City. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

8.8 Final Payment. Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. The date of Final Payment is deemed to be effective on the date that City acts to release retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.

8.9 Release of Claims. City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written waiver and release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code section 7100. Any disputed amounts may be specifically excluded from the release.

8.10 Warranty of Title. Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

Article 9 - Labor Provisions

9.1 General. This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions. Contractor shall comply with all other applicable federal, state, and local laws, regulations and policies pertaining to labor standards insofar as those laws, regulations and policies apply to the performance of this Contract, including any applicable City employment requirements including but not limited to the City's Local Hiring Policy(attached as Exhibit 1 to this Contract).

9.2 Discrimination Prohibited. Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable federal and California laws including the California Fair Employment and Housing Act (Government Code sections 12900 et seq.), Government Code section 11135, and Labor Code sections 1735, 1777.5, 1777.6, and 3077.5.

9.3 Labor Code Requirements.

- (A) **Eight Hour Day.** Under Labor Code section 1810, eight hours of labor constitute a legal day's work under this Contract.
- (B) **Penalty.** Under Labor Code section 1813, Contractor will forfeit to City as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code section 1815.
- (C) **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is incorporated by reference.
- (D) **Notices.** Under Labor Code section 1771.4, Contractor is required to post all job site notices prescribed by law or regulation.

9.4 Prevailing Wages. Each worker performing Work under this Contract that is covered under Labor Code section 1720 or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and available online at <http://www.dir.ca.gov/dlsr>. Contractor must post a copy of the applicable prevailing rates at the Worksite.

- (A) **Penalties.** Under Labor Code section 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to \$200.00 for each calendar day, or portion a day, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
- (B) **Federal Requirements.** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the current applicable prevailing wage rates under federal law, available online at <http://www.access.gpo.gov/davisbacon/ca.html>.

9.4 Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, which are incorporated by this reference, including requirements for electronic submission of payroll records.

- (A) **Contractor and Subcontractor Obligations.** Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - (1) The information contained in the payroll record is true and correct.
 - (2) Contractor or Subcontractor has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) ***Certified Record.*** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, or to the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, and as further provided by the Labor Code.

(C) ***Enforcement.*** Upon notice of noncompliance with Labor Code section 1776, Contractor or Subcontractor has ten days in which to comply with requirements of this section. If Contractor or Subcontractor fails to do so within the ten day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from progress payments then due.

9.5 Labor Compliance. Under Labor Code section 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

Article 10 - Safety Provisions

10.1 Safety Precautions and Programs. Contractor and its Subcontractors are responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable safety laws, rules and regulations and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite, materials and equipment stored on or off site, and property at or adjacent to the Worksite.

(A) ***Reporting Requirements.*** Contractor must immediately provide a written report to City of all recordable accidents and injuries occurring at the Worksite. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.

(B) ***Legal Compliance.*** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by law or regulation.

(C) ***Contractor's Obligations.*** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(D) ***Remedies.*** If City determines, in its sole discretion, that any part of the Work or Worksite is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.

10.2 Hazardous Materials. Unless otherwise specified, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Worksite that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected

areas reasonably believed to be safe, but must immediately cease Work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

10.3 Material Safety. Contractor is solely responsible for complying with section 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Material Safety Data Sheets ("MSDS") at the Worksite, as required by law, for materials or substances used or consumed in the performance of the Work. The MSDS will be accessible and available to Contractor's employees, Subcontractors, and City.

(A) **Contractor Obligations.** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Worksite and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.

(B) **Labeling.** Contractor must ensure proper labeling on any material brought onto the Worksite so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

10.4 Hazardous Condition. Contractor is responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Such conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Worksite condition, the method of construction, or the way any Work must be performed.

10.5 Confined Space Entry Program. If the Work requires entry into a "permit-required confined space," as defined under 29 CFR 1910.146(b) Contractor must implement, administer and maintain a confined space entry program ("CSEP") in full compliance with applicable law and related regulations before performing any Work in the space. A copy of the permit must be available at all times on the Work site for review by Contractor, Subcontractor and City personnel. All manholes, tanks, vaults, pipelines, excavations or other enclosed or partially enclosed spaces will be considered permit-required confined spaces until any pre-entry procedures demonstrate otherwise. Before starting the Work, Contractor must submit its CSEP to the Engineer for review and approval. The CSEP must address all potential physical and environmental hazards and contain procedures for safe entry into the spaces. Contractor must consider all costs of the CSEP, including the associated equipment and personnel, as part of the bid items for which the CSEP is required. City will not pay additional compensation to Contractor for CSEP compliance.

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

(A) **Final Inspection and Punch List.** When the Work required by this Contract is performed, Contractor must provide written notification to the Project Manager requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor's primary representative for this Project and its superintendent. Based on this inspection, City will prepare a punch list of items that are incomplete, incorrectly installed, or not

operating as required by the Contract Documents. The punch list may include City's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any such item from this punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. City will deliver the punch list to Contractor and will specify the time by which all of the punch list items must be completed or corrected.

(B) **Requirements for Final Completion.** Final Completion will be achieved upon completion or correction of all punch list items, as verified by inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents, and submission of all final submittals, including a warranty bond as required under Section 4.4 and instructions and manuals as required under Article 7, all to City's satisfaction.

(C) **Acceptance.** Following Final Completion, the Project will be considered accepted upon City Council action during a public meeting to accept the Project or if the Engineer or other designee is authorized to accept the Project, the Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. After the Engineer issues the notice of acceptance, City will file a notice of completion with the County Recorder.

(D) **Final Payment.** City will not make Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, City may elect to accept the Project and record the notice of completion, and withhold up to 150% of City's estimated cost to complete the remaining items from Final Payment.

11.2 **Warranty.**

(A) **General.** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) **Warranty Period.** Contractor's warranty must guarantee its Work for a period of one year from the date of recordation of the notice of completion (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) **Warranty Documents.** As a condition precedent to acceptance, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) **Subcontractors.** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor expressly agrees to act as co-guarantor of such Work.

(E) **Contractor's Obligations.** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the

expiration of the Warranty Period as to any defects in Work for which Contractor was notified before expiration of the Warranty Period.

(F) ***City's Remedies.*** If Contractor fails to correct defective Work within ten days following notice by City, or sooner if required by the circumstances, City may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse City for its costs in accordance with subsection H below.

(G) ***Emergency Repairs.*** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, Contractor agrees that City may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse City for its costs in accordance with subsection H below.

(H) ***Reimbursement.*** Contractor must reimburse City for its costs to repair under subsections (F) or (G), above, within 30 days following City's submission of a demand(s) for payment pursuant to this provision. Costs subject to such reimbursement include all of City's direct, indirect and consequential expenses incurred for correcting the defective Work, such as the fees and charges for labor, material, equipment, engineers, architects, attorneys and any other professionals needed. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor is solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein in addition to any and all costs City incurs to correct the defective Work.

11.3 Use Before Final Completion. City reserves the right to occupy or make use of the Project, or any portions of the Project, before to Final Completion if City has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, before Final Completion. City will notify Contractor in writing of its intent to occupy or make use of the Project or any portions of the Project, pursuant to this provision.

(A) ***Non-Waiver.*** Occupation or use before Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of City's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) ***City's Responsibility.*** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract Time.

11.4 Substantial Completion. For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project before recordation of the notice of completion, except for warranty work performed under this Article.

Article 12 - Dispute Resolution

12.1 Claims. This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) **Definition.** “Claim” means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by City, in whole or in part.

(B) **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(C) **Scope of Article.** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount, and applies in addition to the provisions of Public Contract Code Section 9204 and Sections 20104 et seq., which are incorporated by reference herein.

(D) **No Work Delay.** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of the Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

12.2 Claims Submission. The following requirements apply to any Claim subject to this Article:

(A) **Substantiation.** The Claim must be submitted to City in writing, clearly identified as a “Claim” submitted pursuant to this Article 12, and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City’s written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or delay costs must be substantiated with schedule analysis and narrative depicting and explaining claimed time impacts.

(B) **Claim Format.** A Claim must be submitted in the following format:

(1) General introduction, specifically identifying the submission as a “Claim” submitted under this Article 12.

(2) Relevant background information, including identification of the specific demand at issue, and the date of City’s rejection of that demand.

(3) Detailed explanation of the issue(s) in dispute. For multiple issues, separately number and identify each issue and include the following for each separate issue:

- (a) The background of the issue, including references to relevant provisions of the Contract Documents;
- (b) A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;
- (c) A chronology of relevant events;
- (d) The identification and attachment of all supporting documents (see subsection (A), above, on Substantiation); and
- (e) Use of a separate page for each issue.

(4) Summary of issues and damages.

(5) The following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim are true and correct. Contractor warrants that this Claim is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay claim not included herein are deemed waived. Contractor understands that submission of a Claim which has no basis in fact or which Contractor knows to be false may violate the False Claims Act (Government Code Section 12650 et seq.)."

(C) **Submission Deadlines.**

(1) A Claim must be submitted within 15 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment, or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment, under Section 8.8, above.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. ***Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.***

12.3 City's Response. City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and Contractor or as otherwise allowed under Public Contract Code section 9204. However, if City determines that the Claim is not adequately documented, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim. If Contractor fails to submit the additional

documentation to City within 15 days of receipt of City's request, the Claim will be deemed waived.

(A) **Additional Information.** If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor.

(B) **Non-Waiver.** Any failure by City to respond within the times specified above may not be construed as acceptance of the Claim in whole or in part, or as a waiver of any provision of these Contract Documents.

12.4 Meet and Confer. If Contractor disputes City's written response, or City fails to respond within the specified time, within 15 days of receipt of City's response, or within 15 days of City's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify City of the dispute in writing of the sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to dispute City's response in writing within the specified time, Contractor's Claim will be deemed waived.

(A) **Schedule Meet and Confer.** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) **Location for Meet and Confer.** The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) **Written Statement After Meet and Confer.** Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) **Submission to Mediation.** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the disputed portion(s) will be submitted for mediation, as set forth below.

12.5 Mediation and Government Code Claims.

(A) **Mediation.** Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code section 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. The parties will share the costs of mediation equally, except costs incurred by each party for its representation by legal counsel or any other consultants.

(B) **Government Code Claims.**

(1) Timely presentment of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including

any continuations, if the Claim is not resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

12.6 Tort Claims. This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.

12.7 Arbitration. It is expressly agreed, under California Code of Civil Procedure Section 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

12.8 Damages. Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to recovery of any alleged home office overhead. The Eichleay Formula or similar formula may not be used for any recovery under the Contract. Contractor is not entitled to consequential damages, including home office overhead or any form of overhead not directly incurred at the Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract.

12.9 Other Disputes. The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

13.1 Suspension for Cause. In addition to all other remedies available to City, if Contractor fails to perform or correct Work in accordance with the Contract Documents, City may immediately order the Work, or any portion of it, suspended until the cause for the suspension has been eliminated to City's satisfaction.

(A) **Failure to Comply.** Contractor will not be entitled to an increase in Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

(B) **No Duty to Suspend.** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

13.2 Suspension for Convenience. City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience, and not due to any act or omission by Contractor or its Subcontractors. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by City except for taking measures to protect completed or in progress Work as directed in the suspension notice. The Contract Price and the Contract Time will be equitably adjusted by Change Order to reflect the cost and delay impact occasioned by such suspension for convenience. However, the Contract Time will not be adjusted if the suspension will not delay Final Completion by the Contract Time.

13.3 Termination for Default. Contractor may be deemed in default for a material breach of or inability to perform the Contract, including Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct rejected Work; disregard of laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Project; lack of financial capacity to complete the Work within the Contract Time; or responsibility for any other material breach of the Contract requirements.

(A) **Notice.** Upon City's determination that Contractor is in default, City may provide Contractor and its surety written notice of default and intent to terminate the Contract.

(B) **Termination.** Within seven calendar days after notice of intent to terminate for default has been given, unless the default is cured or arrangements to cure the default have been made and memorialized in writing, to City's satisfaction, City may terminate the Contract by written notice to Contractor with a copy to Contractor's surety.

(C) **Waiver.** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond, within seven calendar days from the date of the notice of termination, Contractor's surety will be deemed to have waived its right to complete the Work under the Contract, and City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by City to complete the Work following termination. In addition, City will have the right to use any materials, supplies, and equipment belonging to Contractor and located at the Worksite for the purposes of completing the remaining Work.

(D) **Wrongful Termination.** If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience, in Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including consequential damages, lost opportunity costs or lost profits.

13.4 Termination for Convenience. City reserves the right to terminate all or part of the Contract for convenience upon written notice to Contractor. Upon receipt of such notice, Contractor must: (A) immediately stop the Work, under any terms or conditions that may be specified in the notice; (B) comply with City's instructions to protect the completed Work and materials; and (C) use its best efforts to minimize further costs. Subject to City's directions in the notice, Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated. Contractor must also promptly cancel all existing subcontracts that relate to performance of the discontinued Work.

(A) **Compensation to Contractor.** In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

(1) **Completed Work.** The value of its Work satisfactorily performed to date, including (a) Project overhead and profit based on Contractor's schedule of values, (b) unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work, and (c) any proven losses related to materials and equipment directly resulting from the termination;

- (2) **Demobilization.** Actual and substantiated demobilization costs; and
- (3) **Markup.** Five percent of the total value of the Work performed as of the date of notice of termination or five percent of the value of the Work yet to be completed, whichever is less.

13.5 Effect of Any Contract Termination. Upon any termination pursuant to this Article, City may enter upon and take possession of the Project and the Work. City may also take possession of, for the sole purpose of completing the Work, all of Contractor's tools, equipment and appliances, and all materials on the Work site or stored off the Work site that will be incorporated in the Work. Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising before the termination date.

Article 14 - Miscellaneous Provisions

- 14.1 Assignment of Unfair Business Practice Claims.** Under Public Contract Code section 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to 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 Contract or subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.
- 14.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be amended accordingly.
- 14.3 Waiver.** City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.
- 14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.
- 14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that that bids were due.

END OF GENERAL CONDITIONS

ABBREVIATIONS:	
ACT	ACOUSTICAL CEILING TILE
A/C	AIR CONDITIONER
ADJ	ADJACENT
AFF	ABOVE FINISH FLOOR
ALUM	ALUMINUM
ALT	ALTERNATE
ARCH	ARCHITECT
BD	BOARD
BLDG	BUILDING
BLKG	BLOCKING
BM	BENCH MARK
BO	BOTTOM OF
BOT	BOTTOM
BTWN	BETWEEN
CB	CATCH BASIN
CBC	CALIFORNIA BUILDING CODE
C-C	CENTER TO CENTER
CFCI	CONTRACTOR FURNISHED & CONTRACTOR INSTALLED
CIP	CAST IN PLACE
CJ	CONTROL JOINT
CL	CENTER LINE
CLG	CEILING
CLG HT	CEILING HEIGHT
CLR	CLEAR
CO	CLEANOUT
COL	COLUMN
CONC	CONCRETE
CONT	CONTINUOUS
CTR	CENTER
DEPT	DEPARTMENT
DET	DETAIL
DIA	DIAMETER
DIM(S)	DIMENSION(S)
DN	DOWN
D	DEEP
DWG(S)	DRAWING(S)
E	EAST
(E)	EXISTING
EA	EACH
EF	EACH FACE
EJ	EXPANSION JOINT
ELEC	ELECTRICAL
EL/ELEV	ELEVATION
ENG/ENGR	ENGINEER
ENGR	ENGINEER
EQ	EQUAL
EQPM	EQUIPMENT
ES	EACH SIDE
EXP	EXPANSION
FC	FACE OF CURB
FDC	FIRE DEPARTMENT CONNECTION
FDN	FOUNDATION
FE	FIRE EXTINGUISHER/WALL BRACKET
FEC	FIRE EXTINGUISHER CABINET
FF	FINISH FLOOR
FH	FIRE HYDRANT
FIN.	FINISH
FL	FLOW LINE
FLR	FLOOR
FLUOR	FLUORESCENT
FOC	FACE OF CURB
FP	FIRE PROTECTION
FT	FOOT OR FEET
FTG	FOOTING
FURN	FURNITURE
FW	FIRE WATER
GA	GAUGE OR GAGE
GALV	GALVANIZED
GALV STL	GALVANIZED STEEL
GC	GENERAL CONTRACTOR
GL	GLASS or GLAZED
GRND	GROUND ELEVATION
GSF	GROSS SQUARE FEET
GYP	GYPSUM
HM	HOLLOW METAL
HP	HIGH POINT
HR	HOUR
HT	HEIGHT
HVAC	HEATING/VENTILATION/AIR CONDITIONING
HW	HOT WATER
ICB	IRRIGATION CONTROL BOX
ID	INSIDE DIAMETER
IN	INCHES
INC	INCORPORATED
INFO	INFORMATION
INT	INTERIOR
INV	INVERT ELEVATION
IRR	IRRIGATION
ISA	INTERNATIONAL SYMBOL OF ACCESSIBILITY
LGTH	LENGTH
LBS	POUND
LIN	LINEAR, LINEAL
MAINT	MAINTENANCE
MATL	MATERIAL
MAX	MAXIMUM
MECH	MECHANICAL
MFR	MANUFACTURER
MH	MANHOLE
MISC	MISCELLANEOUS
MIN	MINIMUM
MTL	METAL
(N)	NEW
N	NORTH
NA or N/A	NOT APPLICABLE/AVAILABLE
NIC	NOT IN CONTRACT
NO	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER (DIM.)
OPP	OPPOSITE HAND
OPNG	OPENING
OPTL	OPTIONAL
PART	PARTIAL OR PARTICLE
PC	POLISHED CONCRETE
PERF	PERFORATED
PG&E	PACIFIC GAS AND ELECTRIC
COMPANY	COMPANY
PL	PROPERTY LINE
PLAM	PLASTIC LAMINATE
PLYWD	PLYWOOD
PR	PAIR
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PRTN	PARTITION
P-TYPE	PARTITION TYPE
PVC	POLYVINYL CHLORIDE PIPE
PVMT	PAVEMENT
QTY	QUANTITY
R	RADIUS
RA	RETURN AIR
RB	RESILIENT BASE or RUBBER BASE
RD	ROOF DRAIN
REINF	REINFORCING
RET	CURB RETURN
REQ'D	REQUIRED
REV	REVISION
RM	ROOM
RO	ROUGH OPENING
RP	RADIUS POINT
SD	STORM DRAIN
SDMH	STORM DRAIN MANHOLE
SF	SQUARE FOOT
SHT	SHEET
SIM	SIMILAR
SOG	SLAB ON GRADE
SP	SPACE
SPEC	SPECIFICATION
SQ	SQUARE
SS	SANITARY SEWER
STL	STEEL
SSMH	SANITARY SEWER MANHOLE
SST	STAINLESS STEEL
STA	STATION
STD	STANDARD
STRUCT	STRUCTURE/STRUCTURAL
SUSP	SUSPEND(ED)
SYM	SYMBOL
SW	SIDEWALK
T & B	TOP & BOTTOM
TC	TOP OF CURB
TEL	TELEPHONE
THK	THICKNESS
THRU	THROUGH
T.A.	TOP OF
TRANS	TRANSITION
THRU	THROUGH
TOW/TW	TOP OF WALL
TYP	TYPICAL
UON/UNO	UNLESS OTHERWISE NOTED
VERT	VERTICAL
VIF	VERIFY IN FIELD
W	WATER
W/	WITH
WD	WOOD
W/O	WITHOUT
WT	WEIGHT

CITY OF TRACY

SAN JOAQUIN COUNTY, CALIFORNIA

370 ARBOR ROAD CONTAINER INFRASTRUCTURE

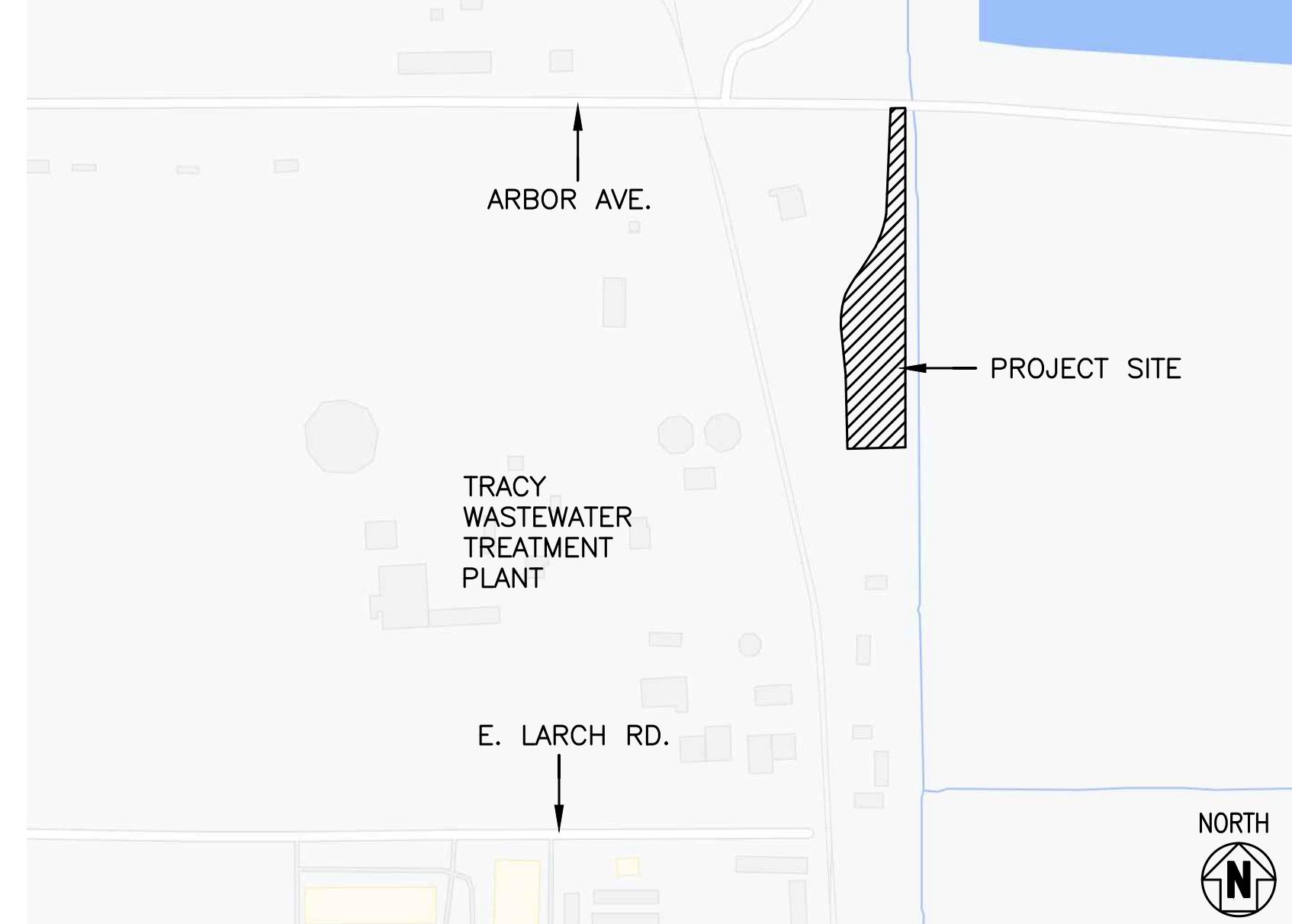
C.I.P. No. 71112

PROJECT DESCRIPTION:

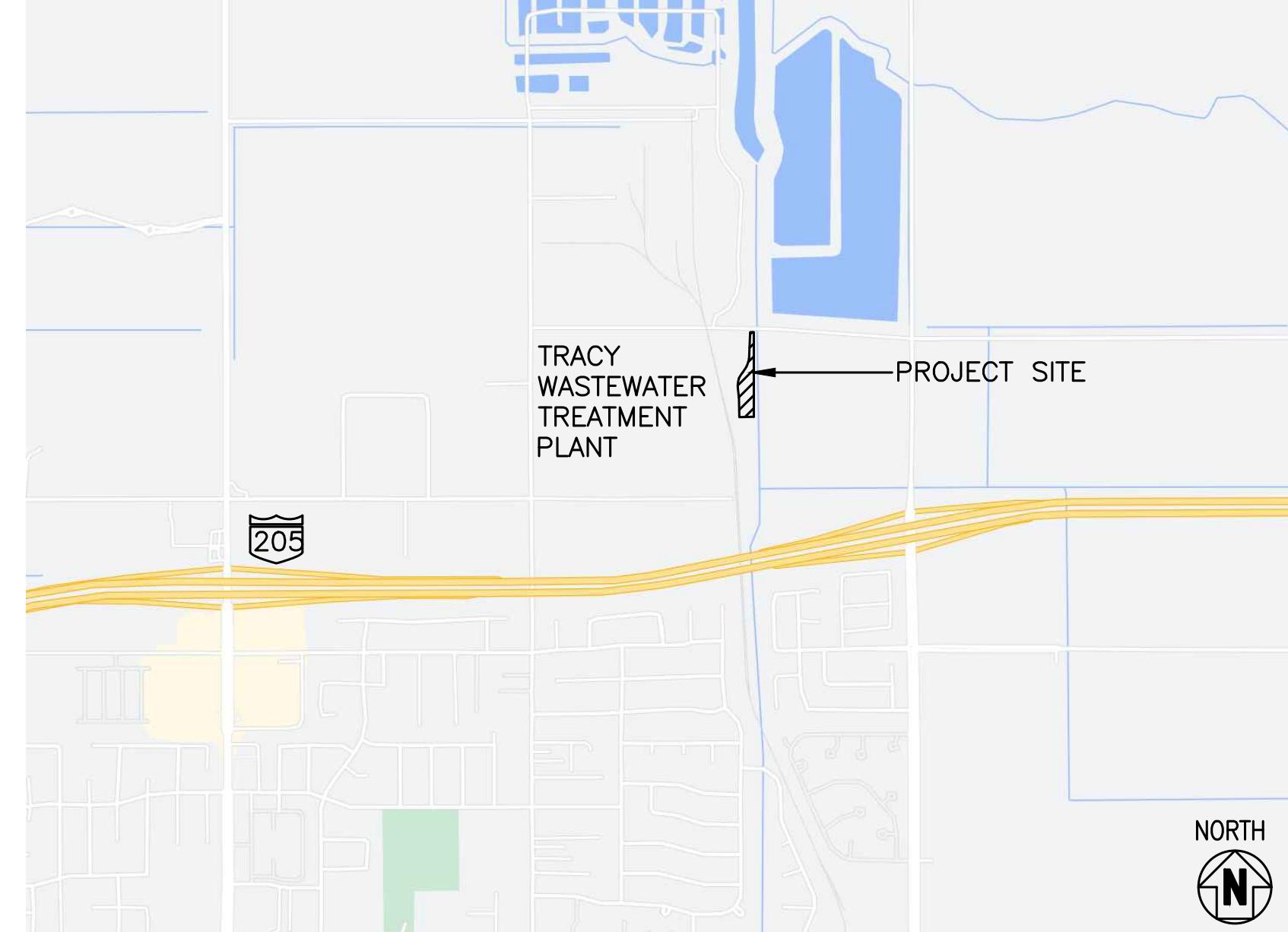
- INSTALLATION OF CONTAINER DORMITORY UNIT SITE UTILITY INFRASTRUCTURE
- INSTALLATION AND GRADING OF ADDITIONAL CLASS II AB SITE MATERIAL
- CONSTRUCTION OF SITE LIGHTING/CAMERA POLES AND FOUNDATIONS

MAPS:

SITE MAP:



SITE VICINITY MAP:



SHEET INDEX:

GENERAL

G000 COVER SHEET, SHEET INDEX
G001 KEY PLAN

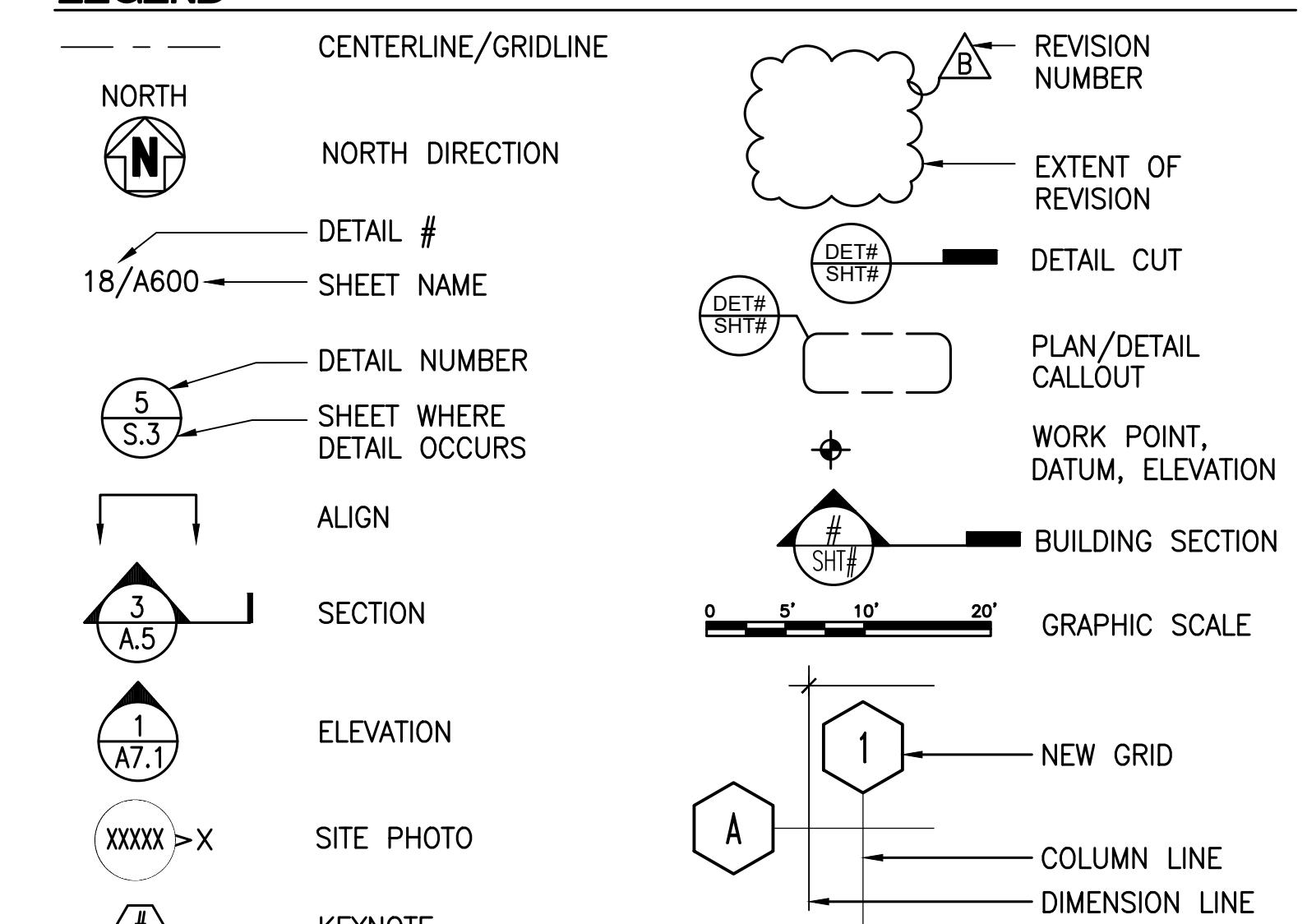
CIVIL

C101 SITE PLAN
C201 UTILITY PLAN
C301 ENLARGED UTILITY PLAN
C501 DETAILS
C502 DETAILS

ELECTRICAL

E101 ELECTRICAL PLAN
E201 ELECTRICAL SINGLE-LINE/CABLING
E202 ELECTRICAL PANEL SCHEDULES

LEGEND:

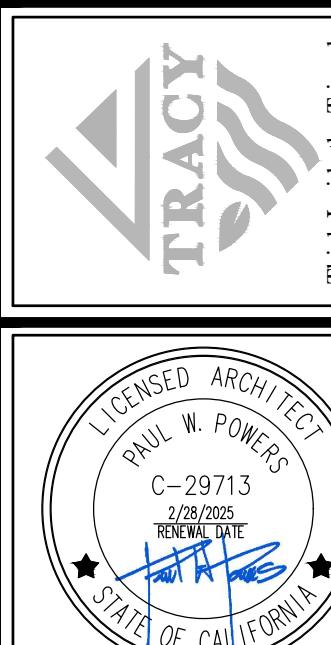
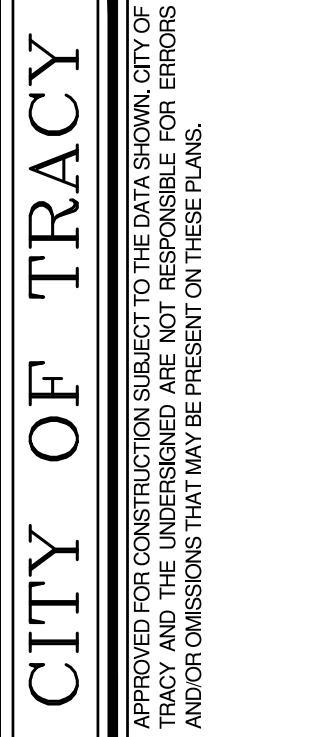
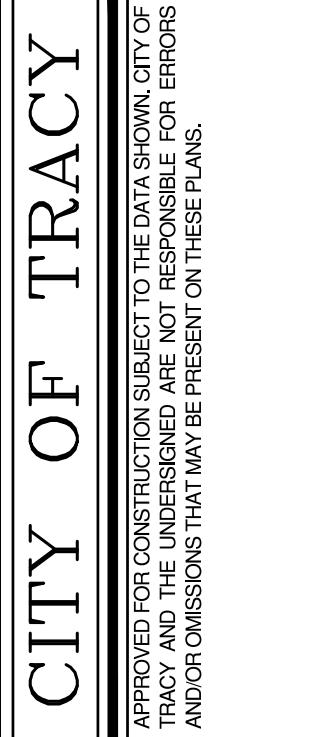


PROJECT TEAM:

OWNER: CITY OF TRACY
333 CIVIC CENTER PLAZA, TRACY, CA
ARCHITECT/STRUCTURE/CIVIL: THE KPA GROUP
GEOTECHNICAL: ROCKRIDGE GEOTECHNICAL

ELECTRICAL/COMMUNICATIONS: PHARIS ENGINEERING

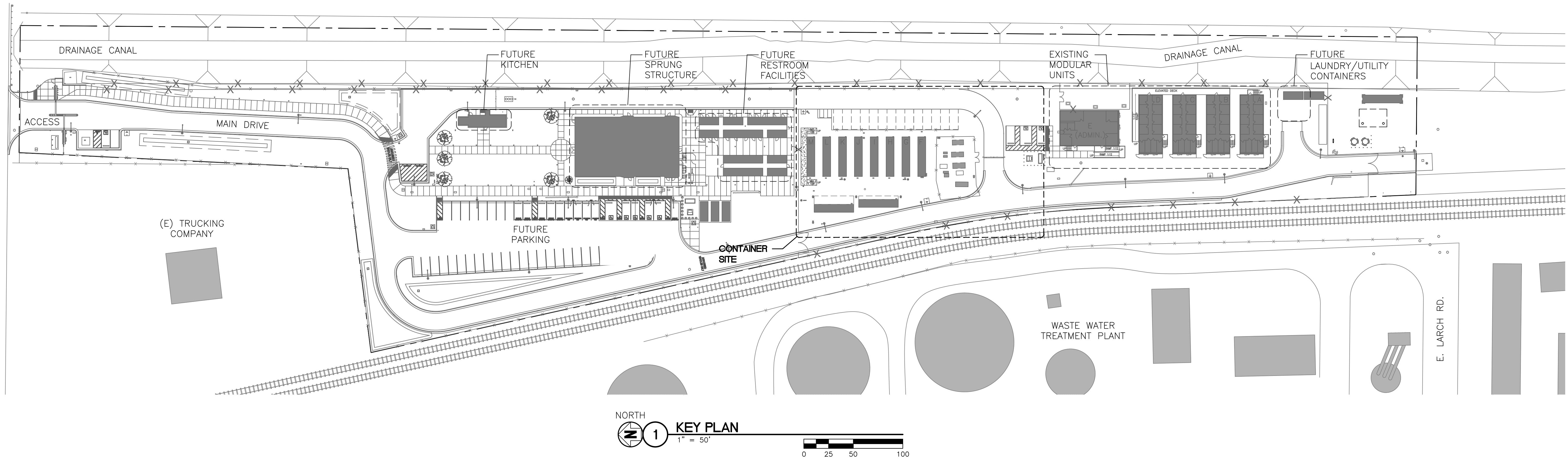
CONTAINER INFRASTRUCTURE
370 ARBOR ROAD 95304
C.I.P. No. 71112
G000



COVER SHEET,
SHEET INDEX

DESIGNED BY: COT/KPA
DRAWN BY: THE KPA GROUP
CHECKED BY: RHN/PWP
SCALE: AS SHOWN
DATE: APR 19, 2023

ARBOR AVE.



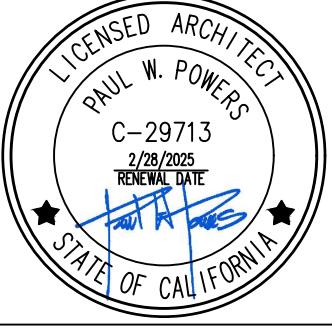
NORTH
1 KEY PLAN

0 25 50 100

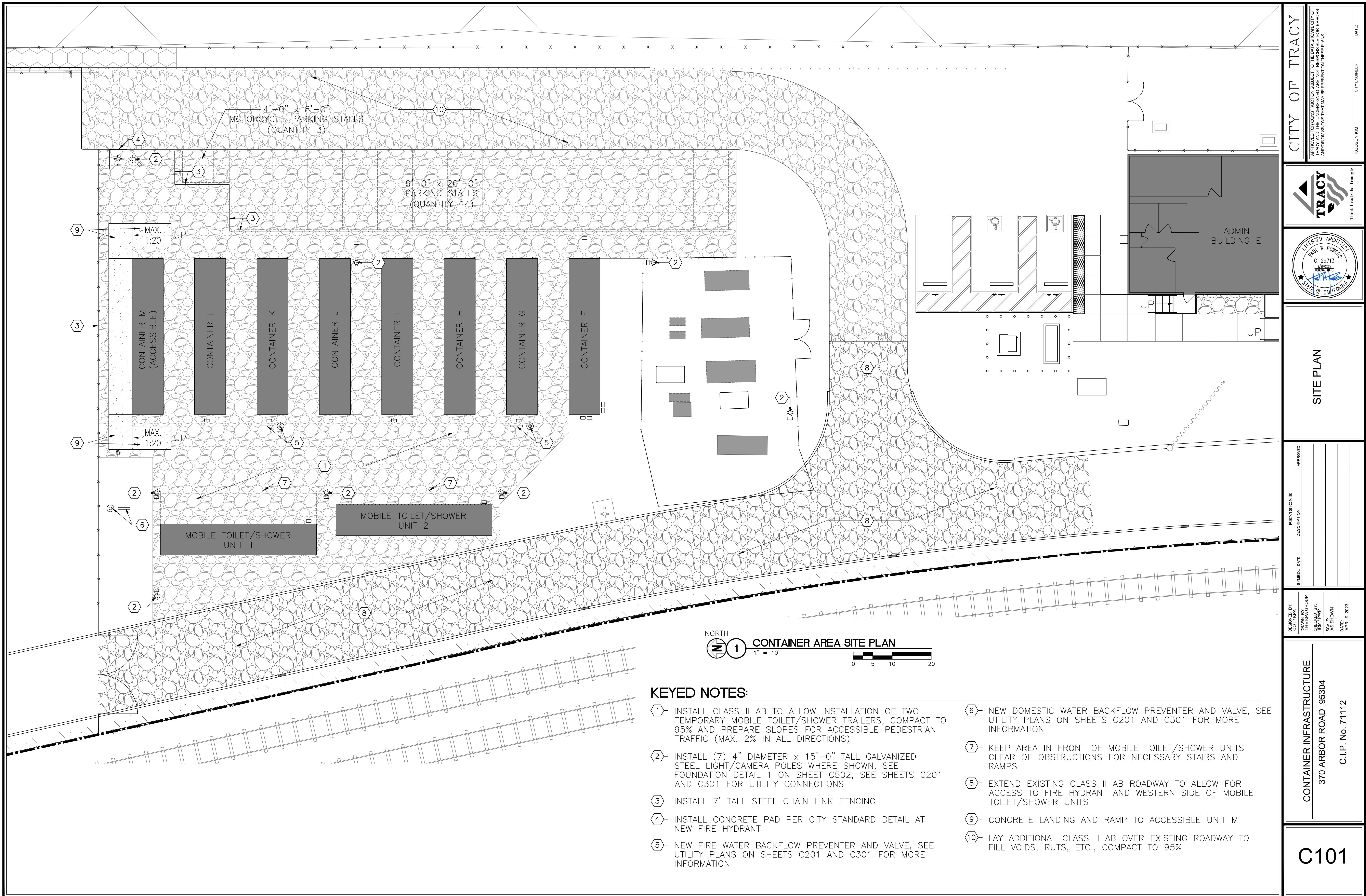
CONTAINER INFRASTRUCTURE
370 ARBOR ROAD 95304
C.I.P. No. 71112

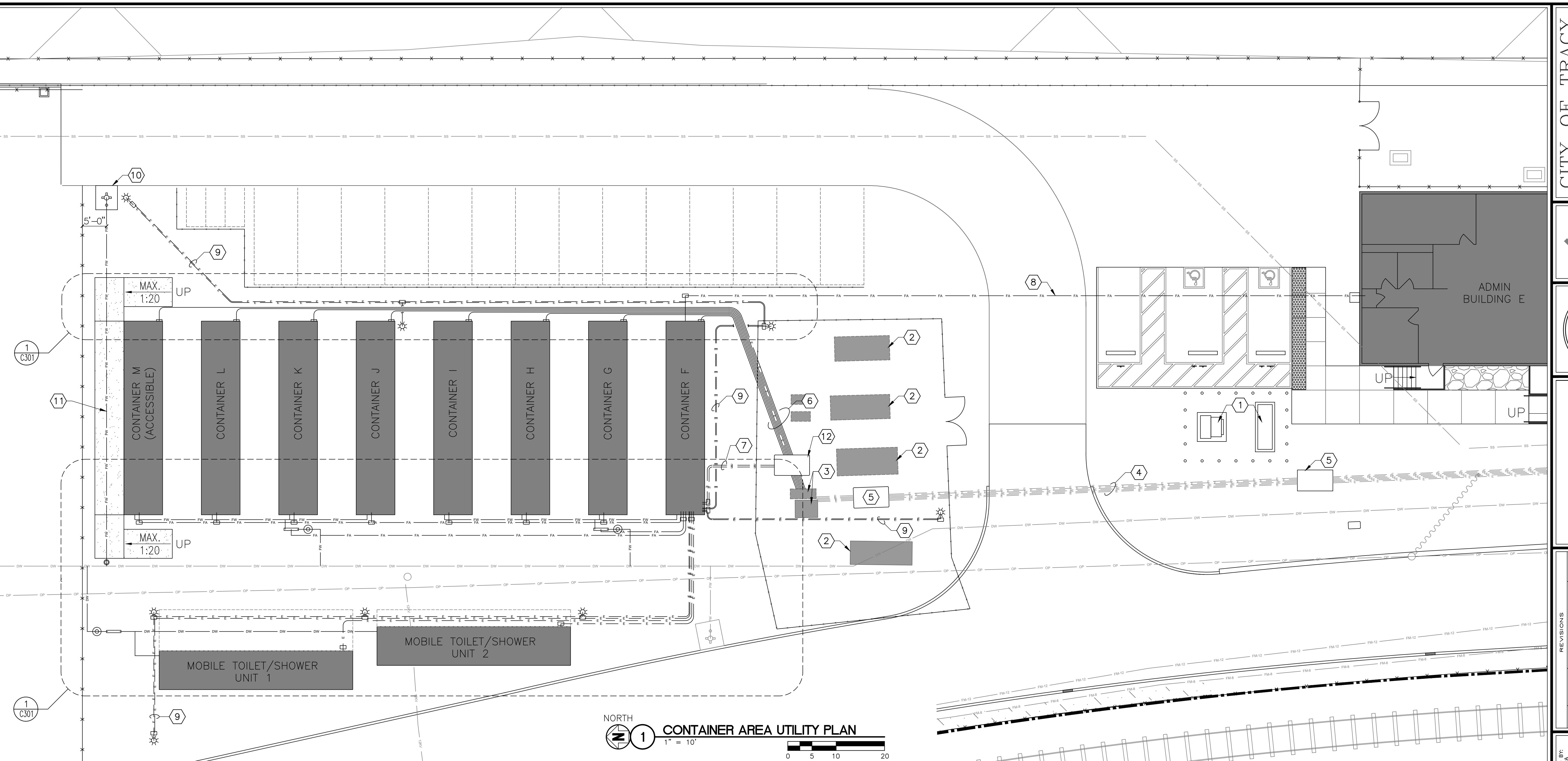
G001

DESIGNED BY: COT/KPA DRAWN BY: THE KPA GROUP	REVISIONS SYMBOL DATE DESCRIPTION	APPROVED CHECKED BY: IRIN PWP SCALE: AS SHOWN DATE: APR 19, 2023



CITY OF TRACY
APPROVED FOR CONSTRUCTION SUBJECT TO THE DATA SHOWN. CITY OF
TRACY AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ERRORS
AND OMISSIONS THAT MAY BE PRESENT ON THESE PLANS.
KOSJUN KIM CITY ENGINEER
DATE:





KEYED NOTES:

- ① FUTURE PERMANENT ELECTRICAL SERVICE TRANSFORMER AND SWITCH
- ② CURRENTLY INSTALLED AND IN-USE TEMPORARY GENERATOR AND ASSOCIATED INFRASTRUCTURE
- ③ CURRENTLY INSTALLED AND IN-USE TEMPORARY GENERATOR DISTRIBUTION PANEL, TO BE EXPANDED BASED ON INTENDED USAGE PER MANUFACTURER'S RECOMMENDATIONS
- ④ CURRENTLY INSTALLED AND IN-USE ELECTRICAL CONDUIT, DO NOT DISTURB
- ⑤ CURRENTLY INSTALLED AND IN-USE ELECTRICAL VAULT, DO NOT DISTURB
- ⑥ (8) 2" ELECTRICAL CONDUITS, SEE ENLARGED PLAN 1/C301 FOR CONTINUATION TO UNITS
- ⑦ (2) 2" ELECTRICAL CONDUIT TO IT/ELECTRICAL ROOM AT UNIT F, SEE ENLARGED PLAN 1/C FOR CONTINUATION TO UNIT

GENERAL NOTES:

1. PLACE HANHOLES AS INDICATED AND AS REQUIRED PER CODE, SIZE ACCORDING TO CONDUIT/CONDUCTOR LOAD

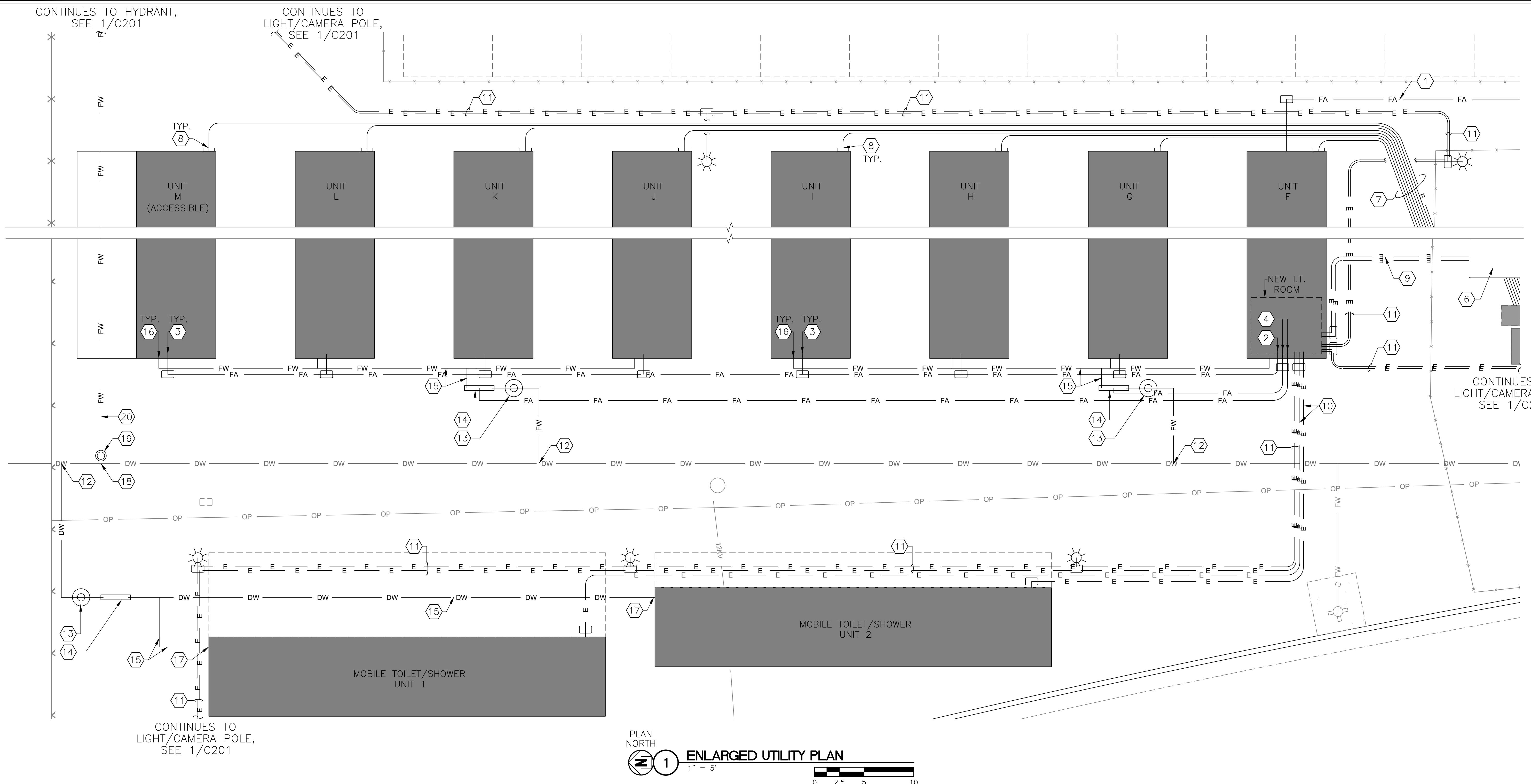
LEGEND:

— COM — COM — COM — COM — COM —	COMMUNICATIONS CONDUIT
— FA — FA — FA — FA —	FIRE ALARM CONDUIT
— E — E — E — E — E —	ELECTRICAL CONDUIT
— FW — FW — FW — FW —	FIRE WATER PIPING
— DW — DW — DW — DW —	DOMESTIC WATER PIPING
	NEW SITE POLE AND FOUNDATION (FUTURE CAMERAS AND/OR LIGHTS)

CONTAINER INFRASTRUCTURE

370 ARBOR ROAD 95304

C201



KEYED NOTES:

DATA/FIRE ALARM

① 1" FIRE ALARM CONDUIT, ROUTED FROM IT AREA IN PREVIOUSLY INSTALLED ADMINISTRATION BUILDING E AND INTO EAST SIDE OF UNIT F (WIRING CONTINUES SOUTH, ABOVE THE CEILING, IN UNIT F AND INTO NEW IT ROOM ON WEST END OF UNIT F)

② 4" FIRE ALARM CONDUIT, ROUTED FROM NEW IT ROOM IN MOBILE RESIDENTIAL UNIT F TO PULLBOXES AT UNITS G THROUGH M

③ 1" FIRE ALARM CONDUIT AT EACH UNIT

④ 1" FIRE ALARM CONDUIT TO EACH BACKFLOW PREVENTER

⑤ NOT USED

ELECTRICAL

⑥ NEW HANDHOLE AT PREVIOUSLY INSTALLED DISTRIBUTION PANEL, SEE 1/C201 FOR UNCLIPPED VIEW

⑦ (8) 2" ELECTRICAL CONDUITS, ROUTED FROM HANDHOLE AT PREVIOUSLY INSTALLED DISTRIBUTION PANEL IN TEMPORARY GENERATOR/ELECTRICAL YARD TO PULLBOXES AT UNITS G THROUGH M

⑧ SWEEP CONDUIT UP TO CONNECT AT EXTERIOR MOUNTED ELECTRICAL PANEL AT EACH UNIT

⑨ (2) 2" ELECTRICAL CONDUITS, ROUTED FROM HANDHOLE AT PREVIOUSLY INSTALLED DISTRIBUTION PANEL IN TEMPORARY GENERATOR/ELECTRICAL YARD INTO NEW IT ROOM

⑩ 2" ELECTRICAL CONDUIT TO PULLBOXES AT MOBILE TOILET/SHOWER UNITS 1 AND 2

⑪ (2) 1" ELECTRICAL CONDUITS ROUTED TO HANDHOLES AT NEWLY INSTALLED POLES (1 FOR CAMERAS, 1 SPARE)

PLUMBING - DOMESTIC WATER / FIRE WATER

⑫ NEW 1-1/2" WATER LINE TO BACKFLOW PREVENTER, TAP INTO EXISTING 12" WATER MAIN PER CITY STANDARD DETAIL 404

⑬ NEW SHUT OFF VALVE, BOX, AND RISER, SEE CITY STANDARD DETAIL 402

⑭ NEW 1-1/2" BACKFLOW PREVENTER, SEE CITY STANDARD DETAIL 413, NO METER REQUIRED

⑮ NEW 1-1/2" FIRE WATER PIPING

⑯ NEW FIRE WATER PIPING TO EXTERIOR-MOUNTED FIRE RISER AT EACH MODULAR RESIDENTIAL UNIT

⑰ STUB UP AND CAP NEW FIRE WATER PIPING AT MOBILE TOILET/SHOWER UNITS

⑱ HOT TAP INTO EXISTING 12" WATER MAIN FOR NEW FIRE WATER PIPING TO SERVE NEW FIRE HYDRANT

⑲ NEW SHUT OFF VALVE LOCATED AT WATER MAIN

⑳ NEW 6" DUCTILE IRON FIRE WATER PIPING TO NEW FIRE HYDRANT

GENERAL NOTES:

- PLACE HANDHOLES AS INDICATED AND AS REQUIRED PER CODE, SIZE ACCORDING TO CONDUIT/CONDUCTOR LOAD.
- UTILITY CONNECTION POINTS AT MOBILE TOILET/SHOWER UNITS SUBJECT TO CHANGE BASED ON SELECTED UNIT CONFIGURATION

LEGEND:

— COM — COM — COM — COMMUNICATIONS CONDUIT

— FA — FA — FIRE ALARM CONDUIT

— E — E — E — ELECTRICAL CONDUIT

— FW — FW — FIRE WATER PIPING

— DW — DW — DOMESTIC WATER PIPING

— NEW SITE POLE AND FOUNDATION (FUTURE CAMERAS AND/OR LIGHTS)

CONTAINER INFRASTRUCTURE
370 ARBOR ROAD 95304

C.I.P. No. 71112

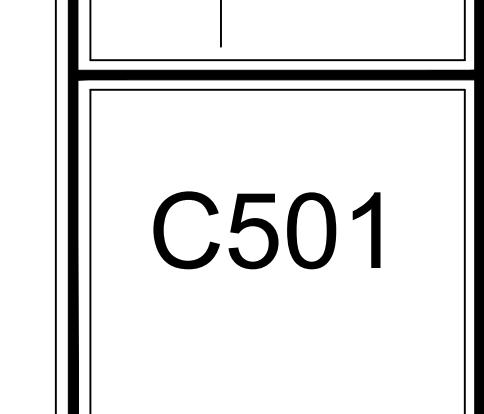
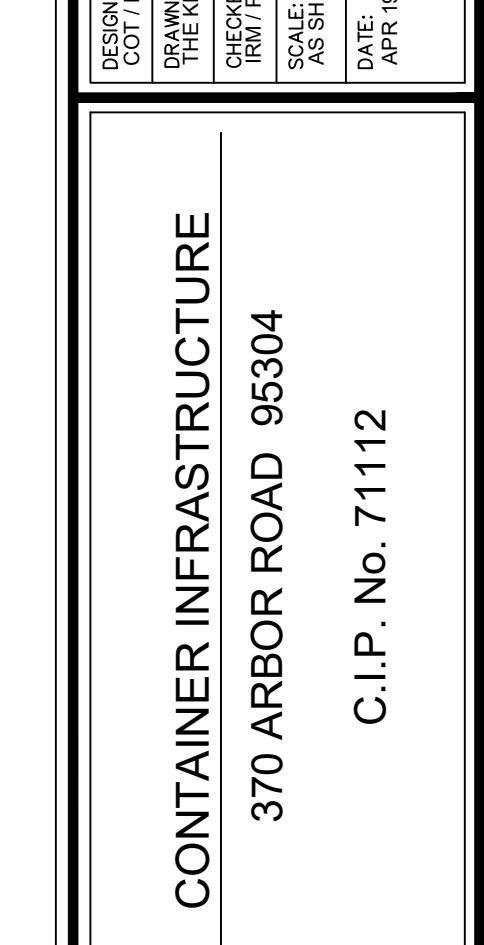
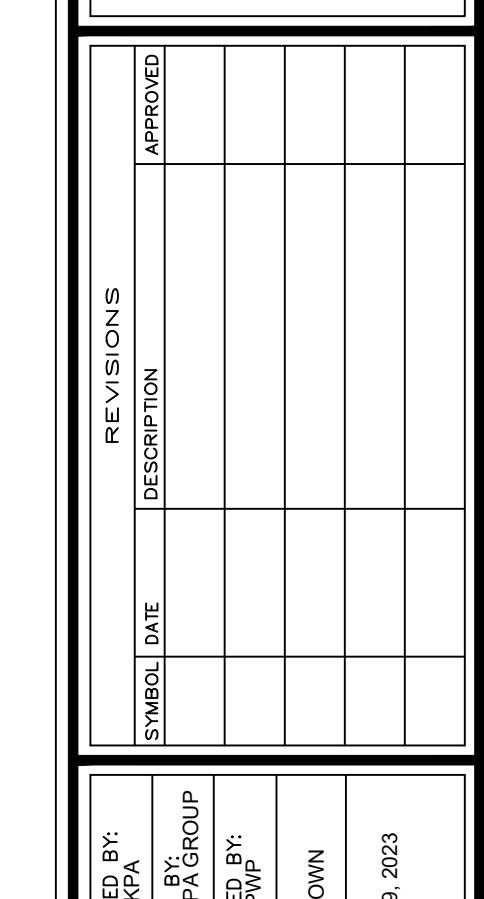
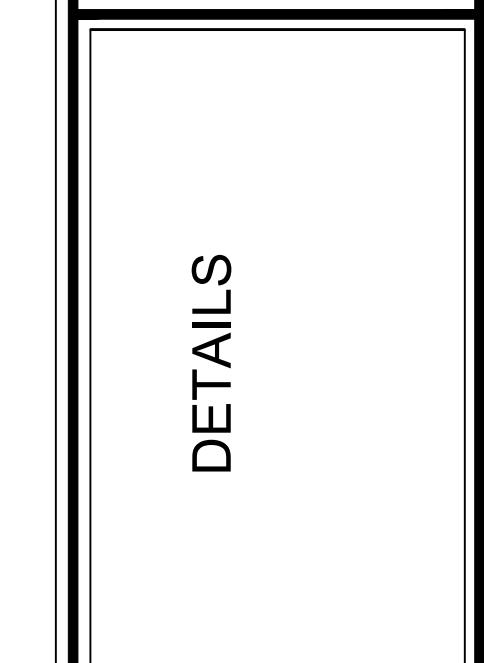
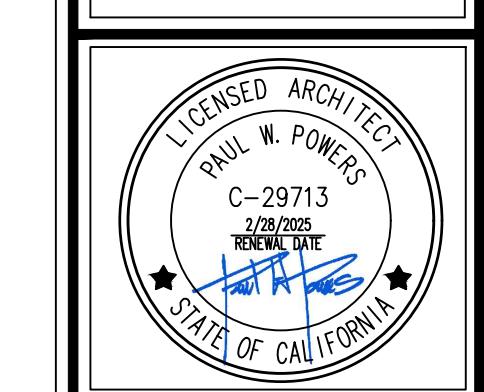
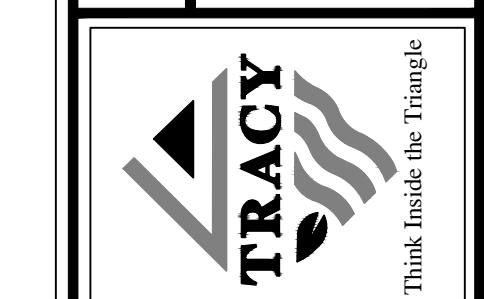
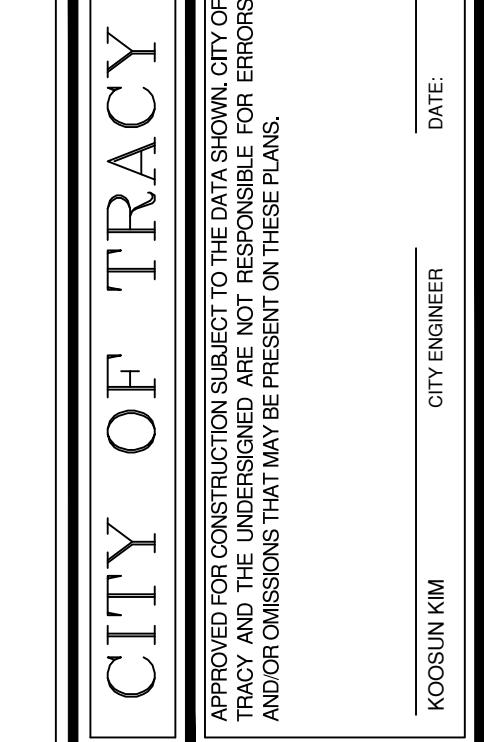
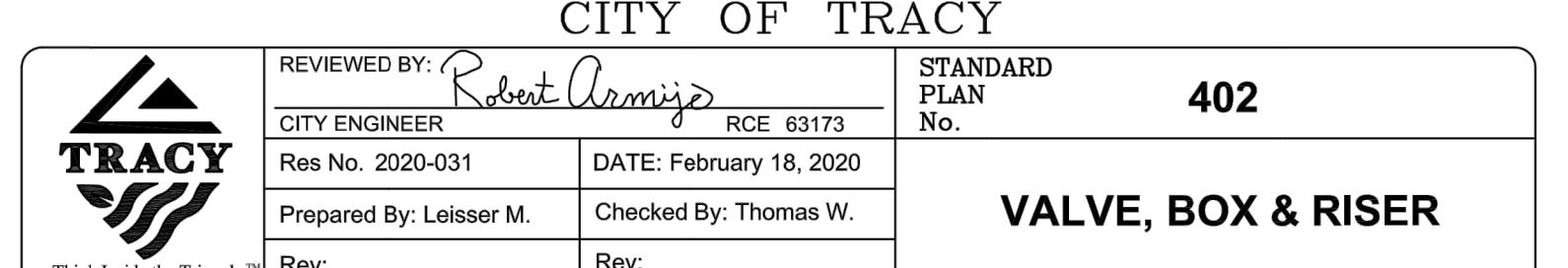
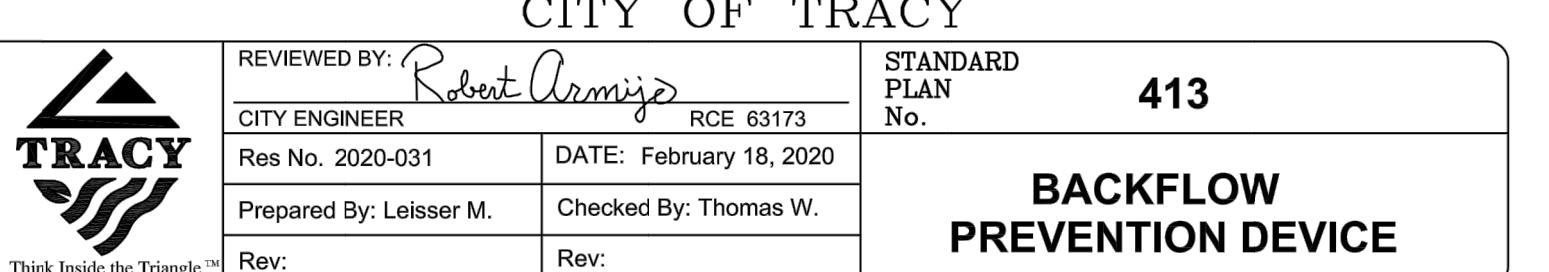
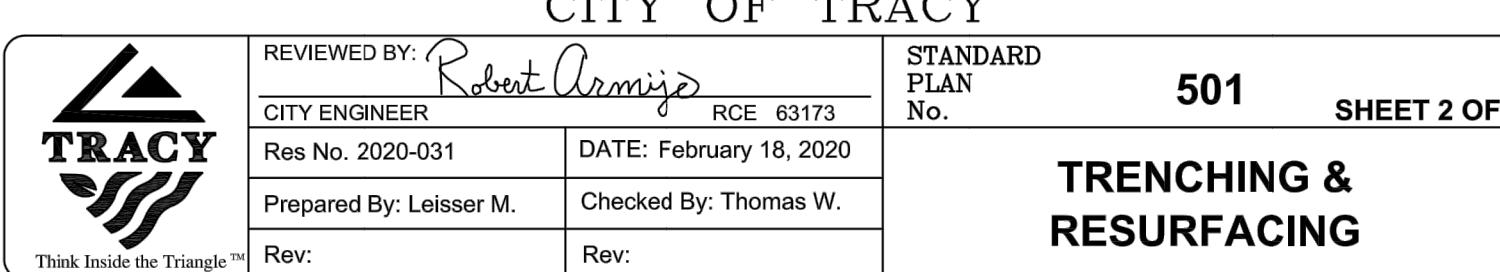
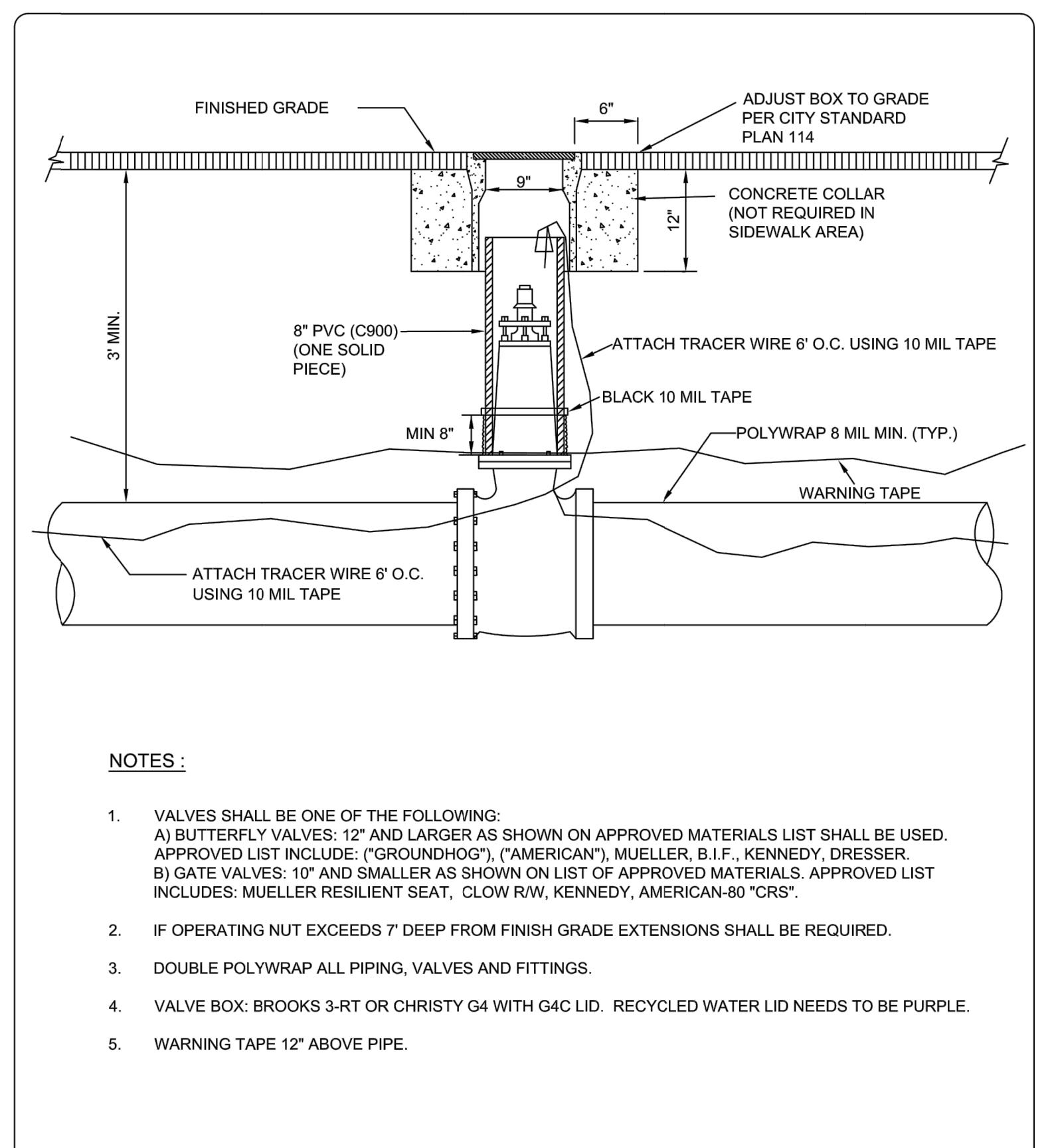
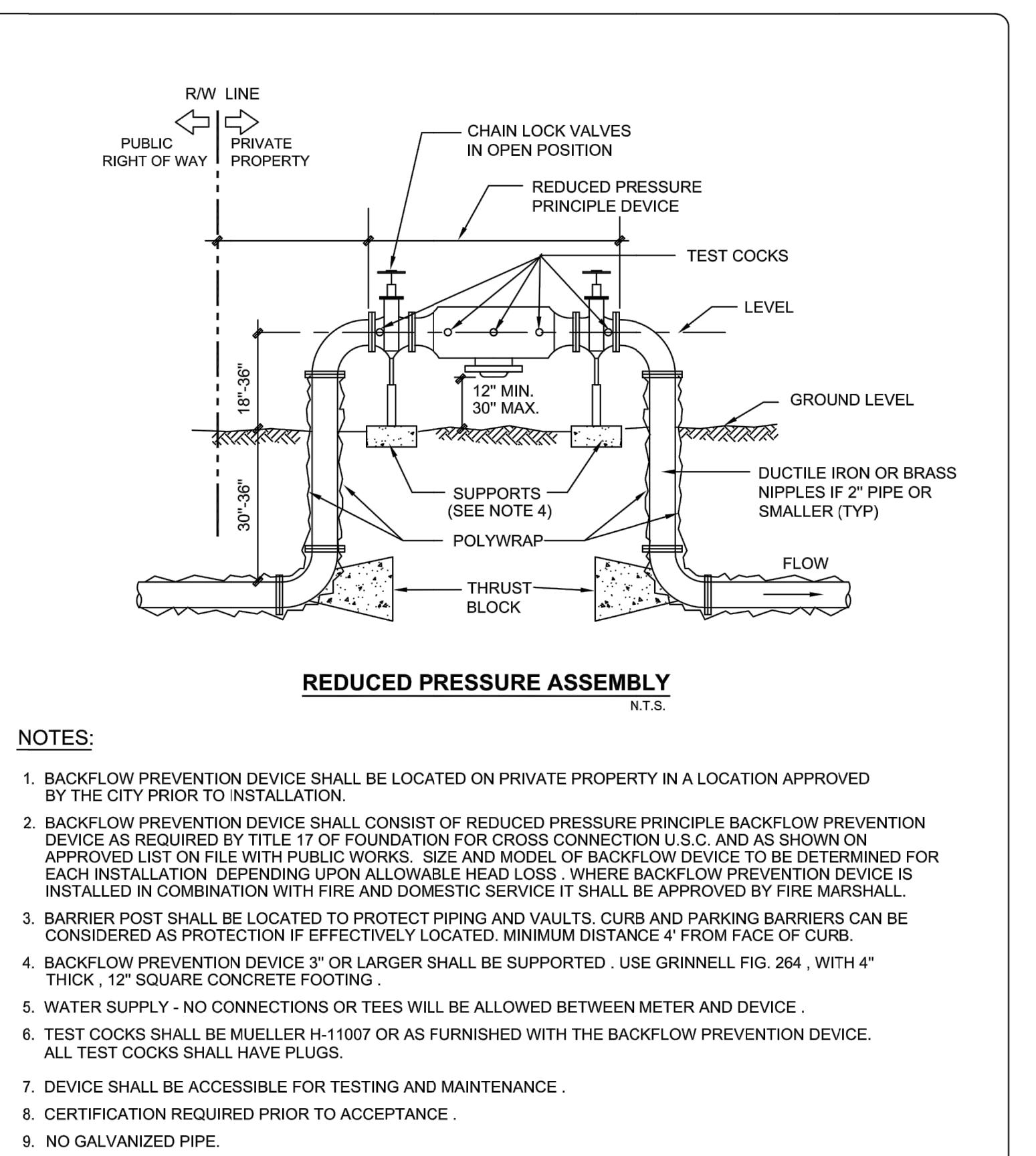
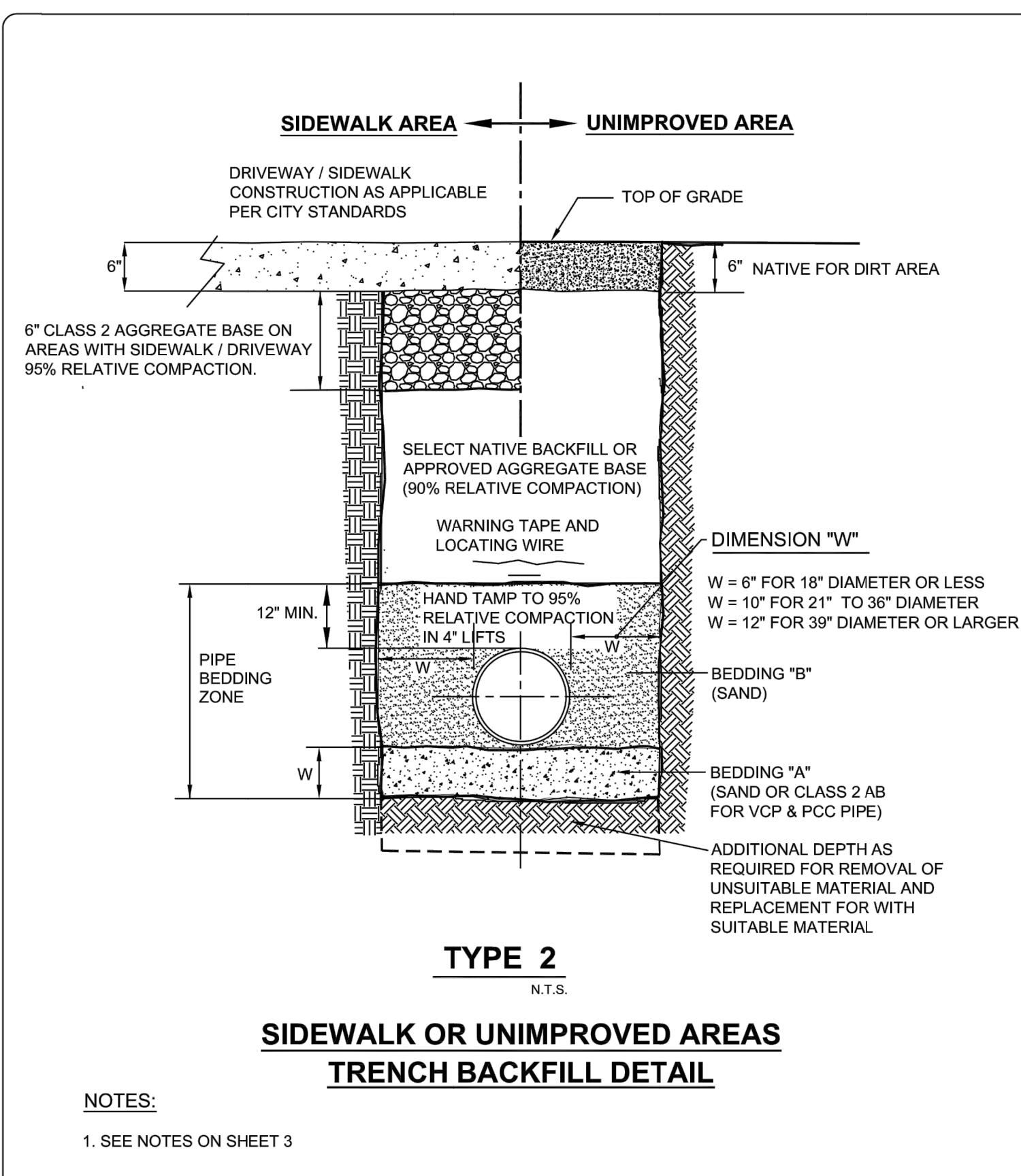
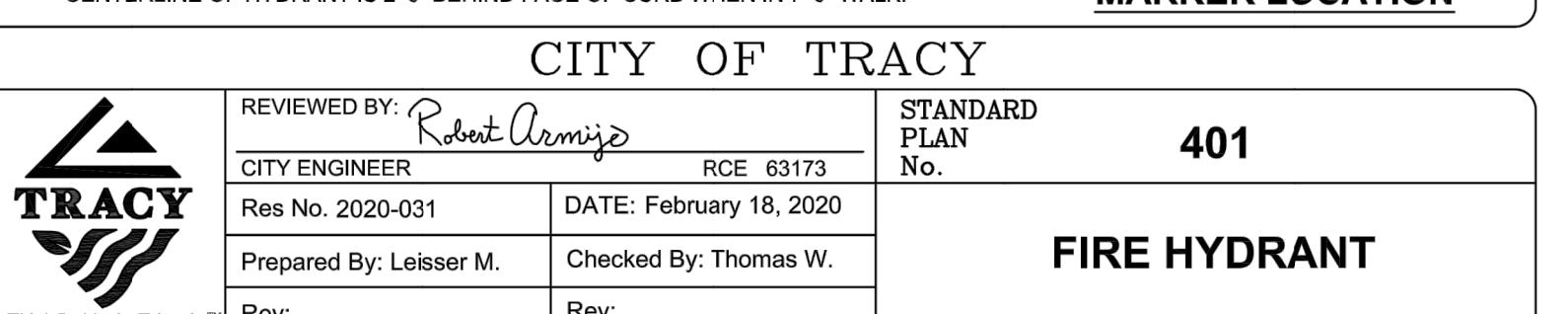
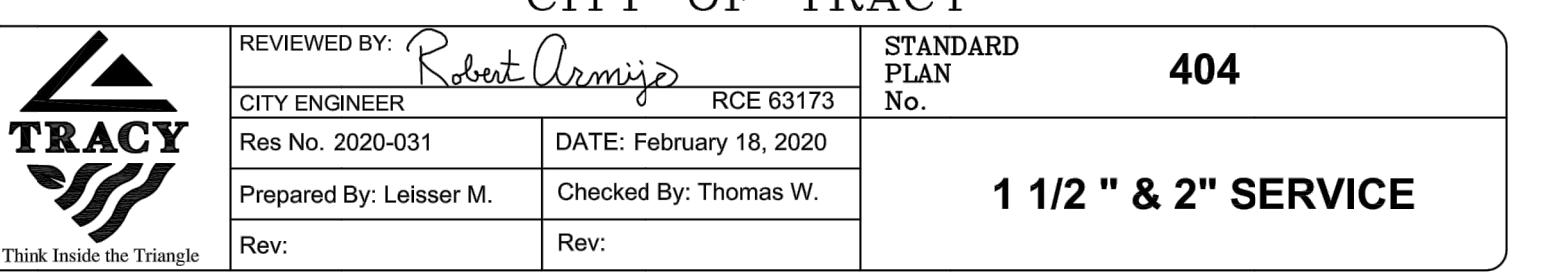
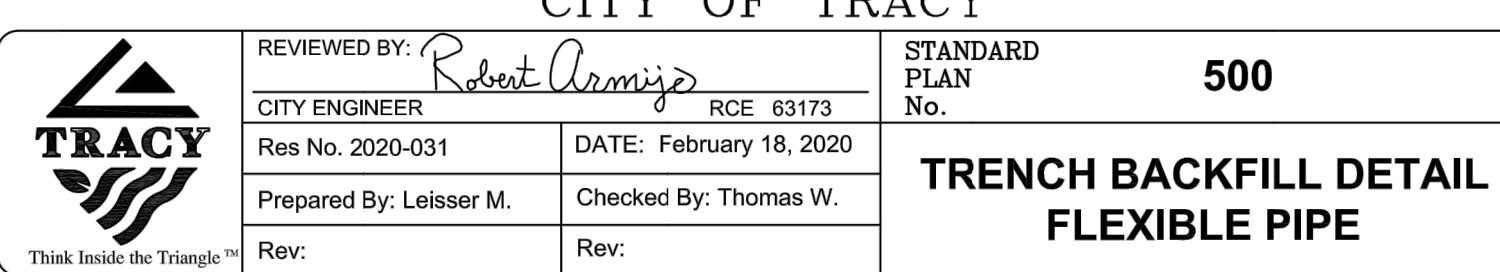
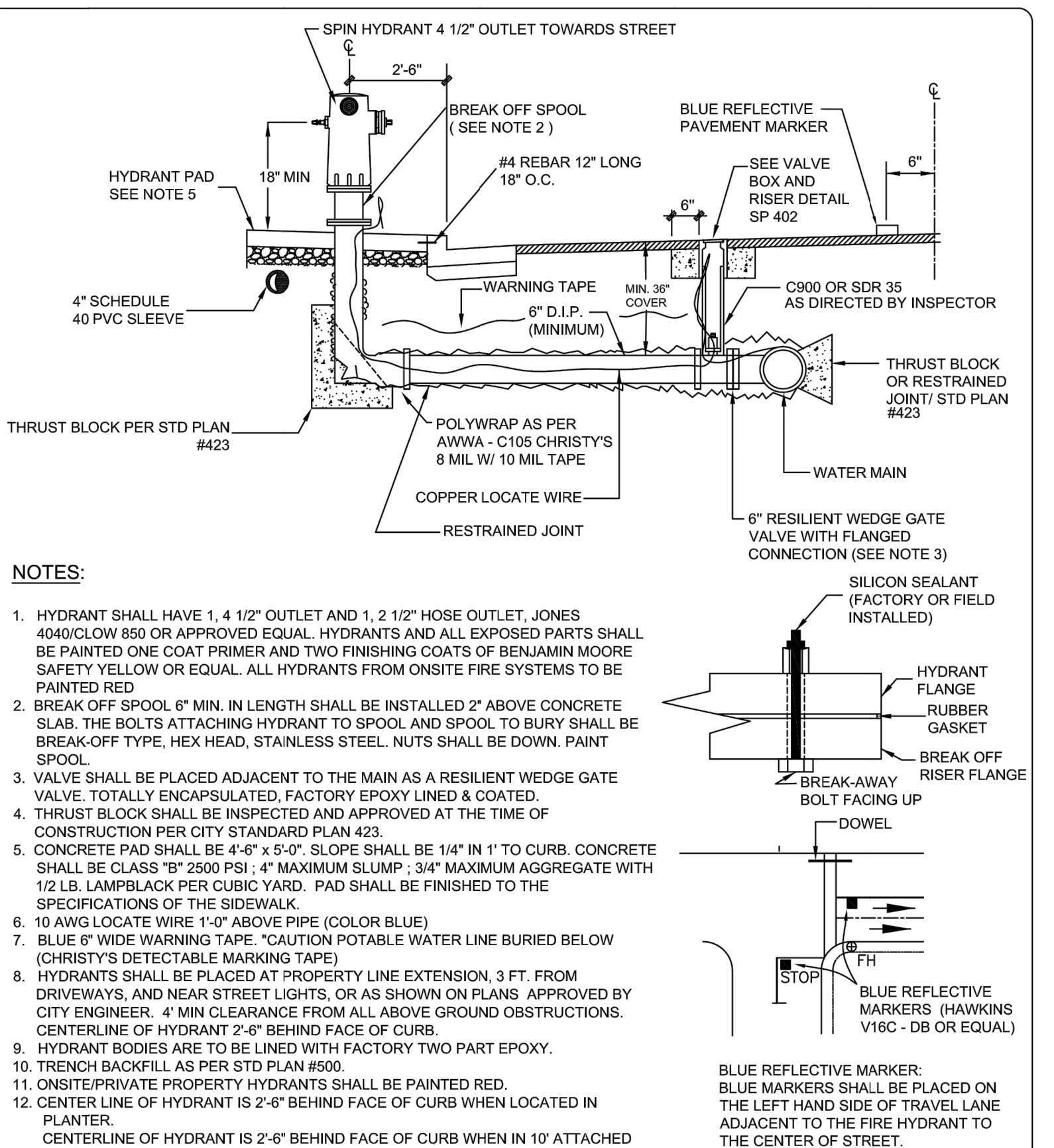
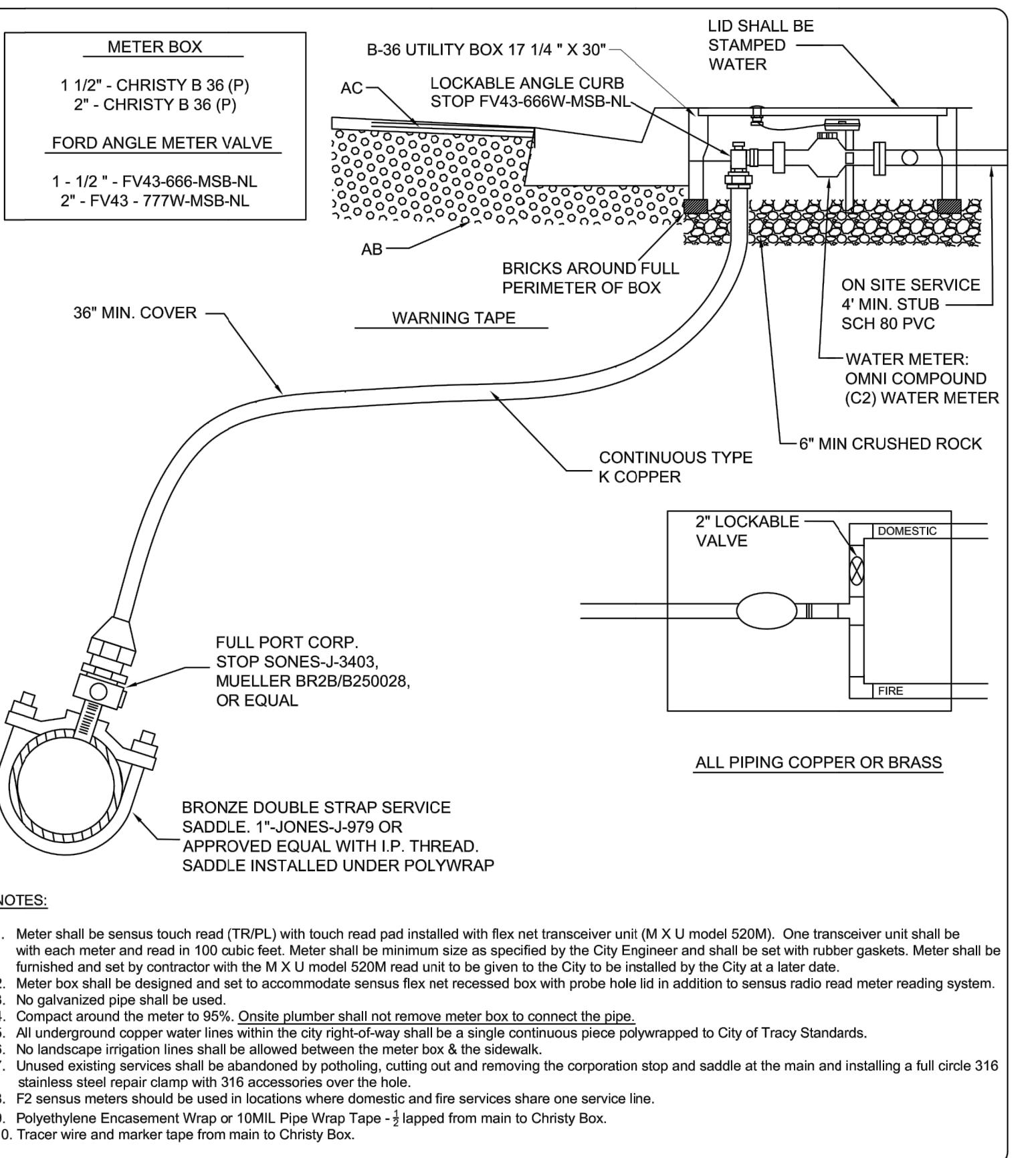
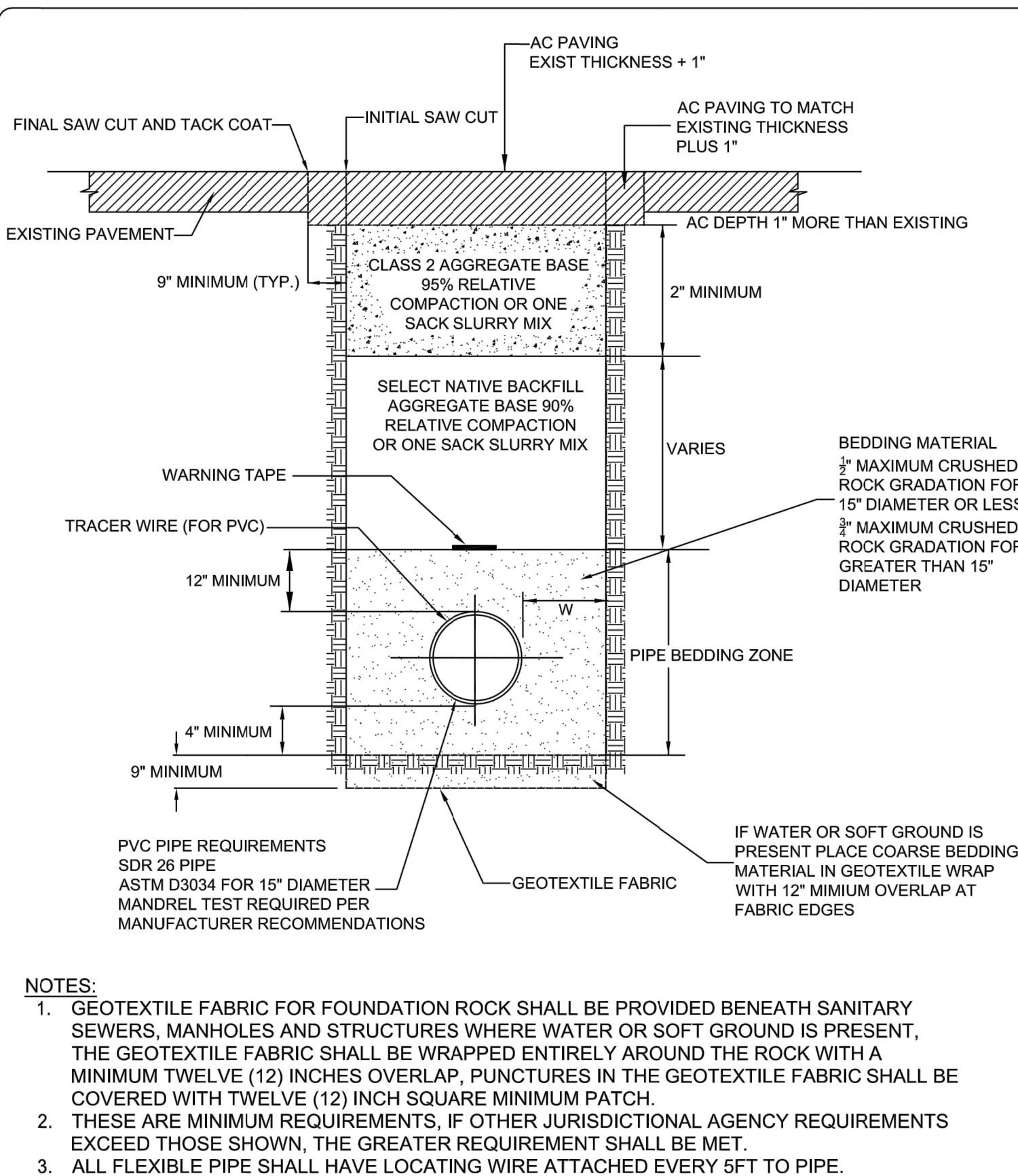
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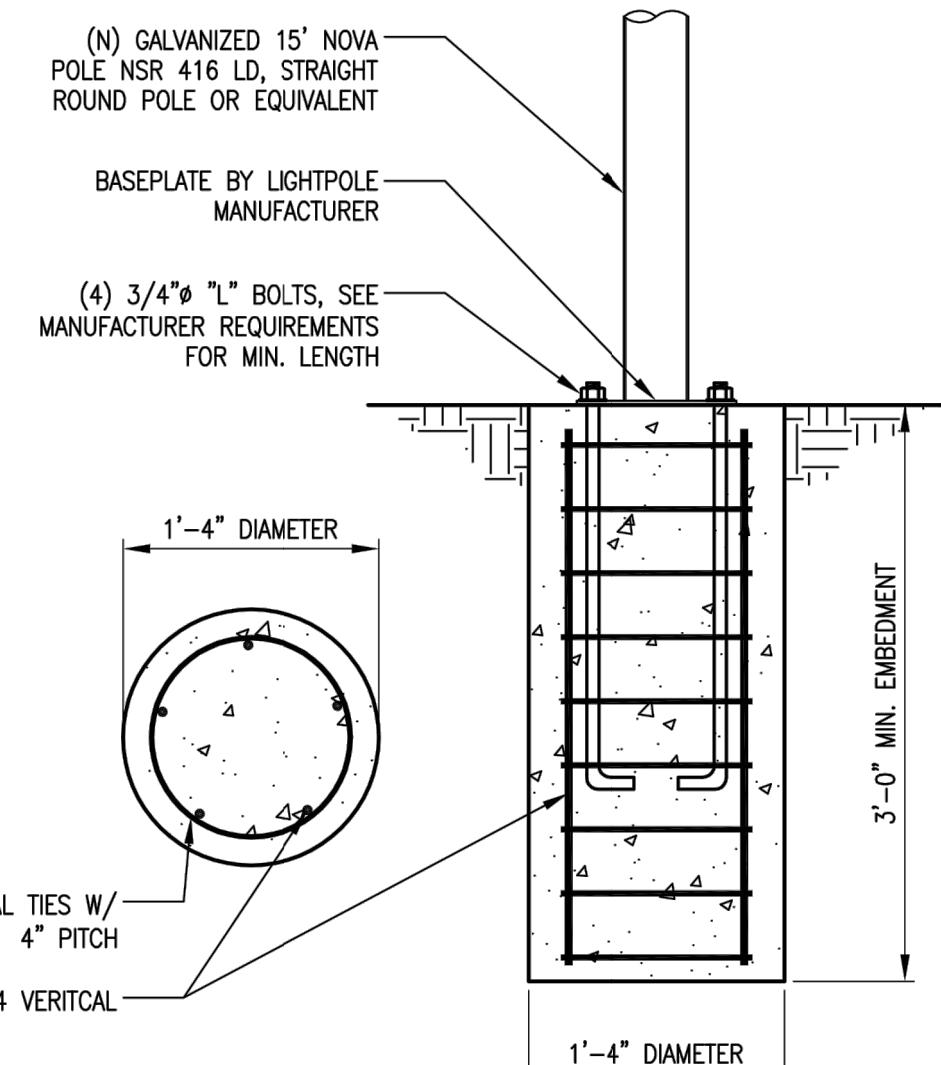
CITY OF TRACY
APPROVED FOR CONSTRUCTION SUBJECT TO THE DATA SHOWN, CITY OF TRACY AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ERRORS AND OR OMISSIONS THAT MAY BE PRESENT ON THESE PLANS.
KOSUNKI KM
CITY ENGINEER
DATE:
THINK INSIDE THE TRIANGLE
TRACY
LICENSED ARCHITECT
PAUL W. POWERS
C-29713
EXPIRATION DATE
2/28/2023
STATE OF CALIFORNIA

ENLARGED UTILITY PLAN

REVISIONS	SYMBOL/DATE	DESCRIPTION	APPROVED

DESIGNED BY:
COT BY KPA
DRAWN BY THE KPA GROUP
CHECKED BY:
SCALE:
AS SHOWN
DATE:
APR 19, 2023

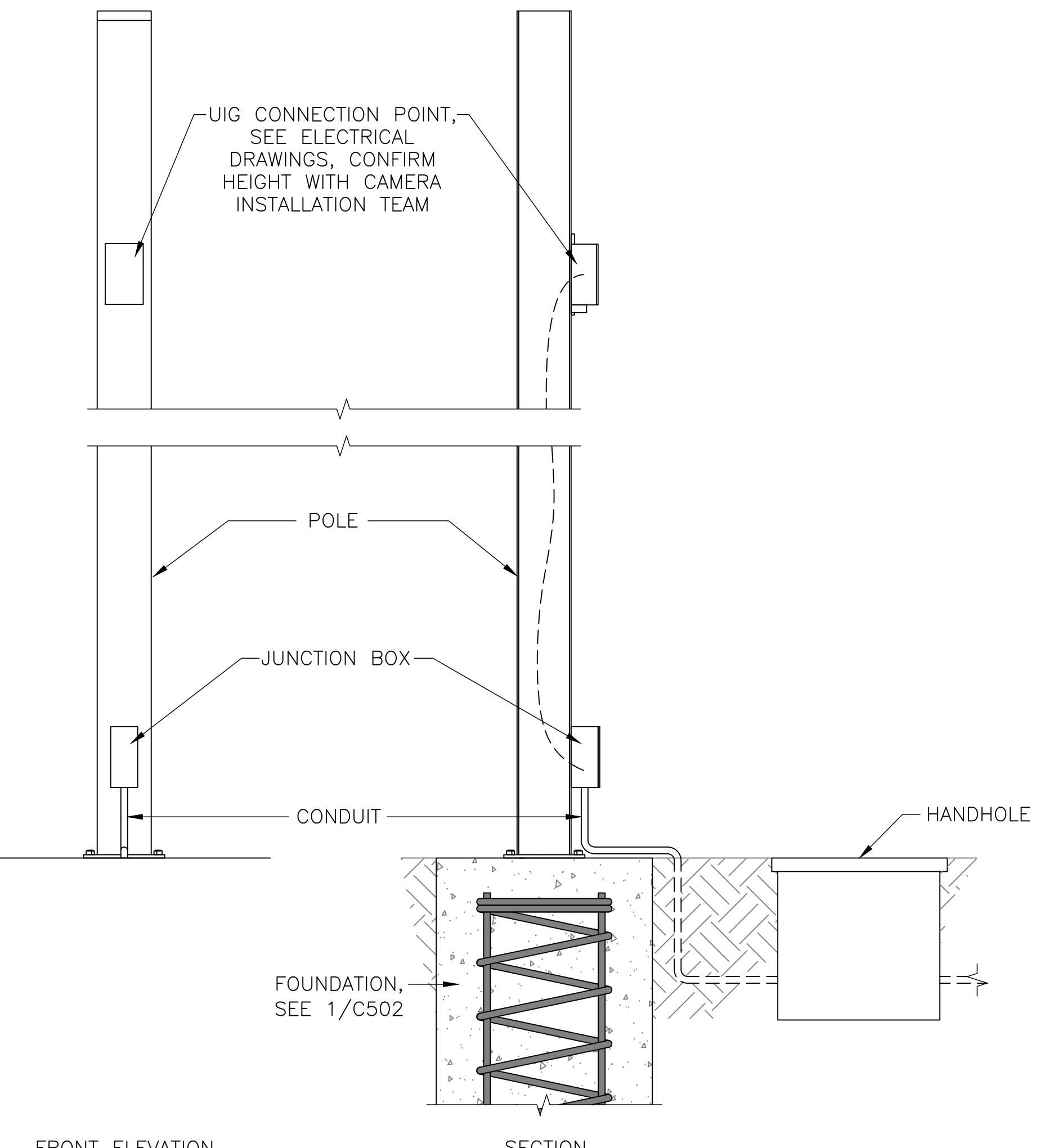




1 TYPICAL 15'-0" LIGHT/CAMERA POLE FOUNDATION
NOT TO SCALE

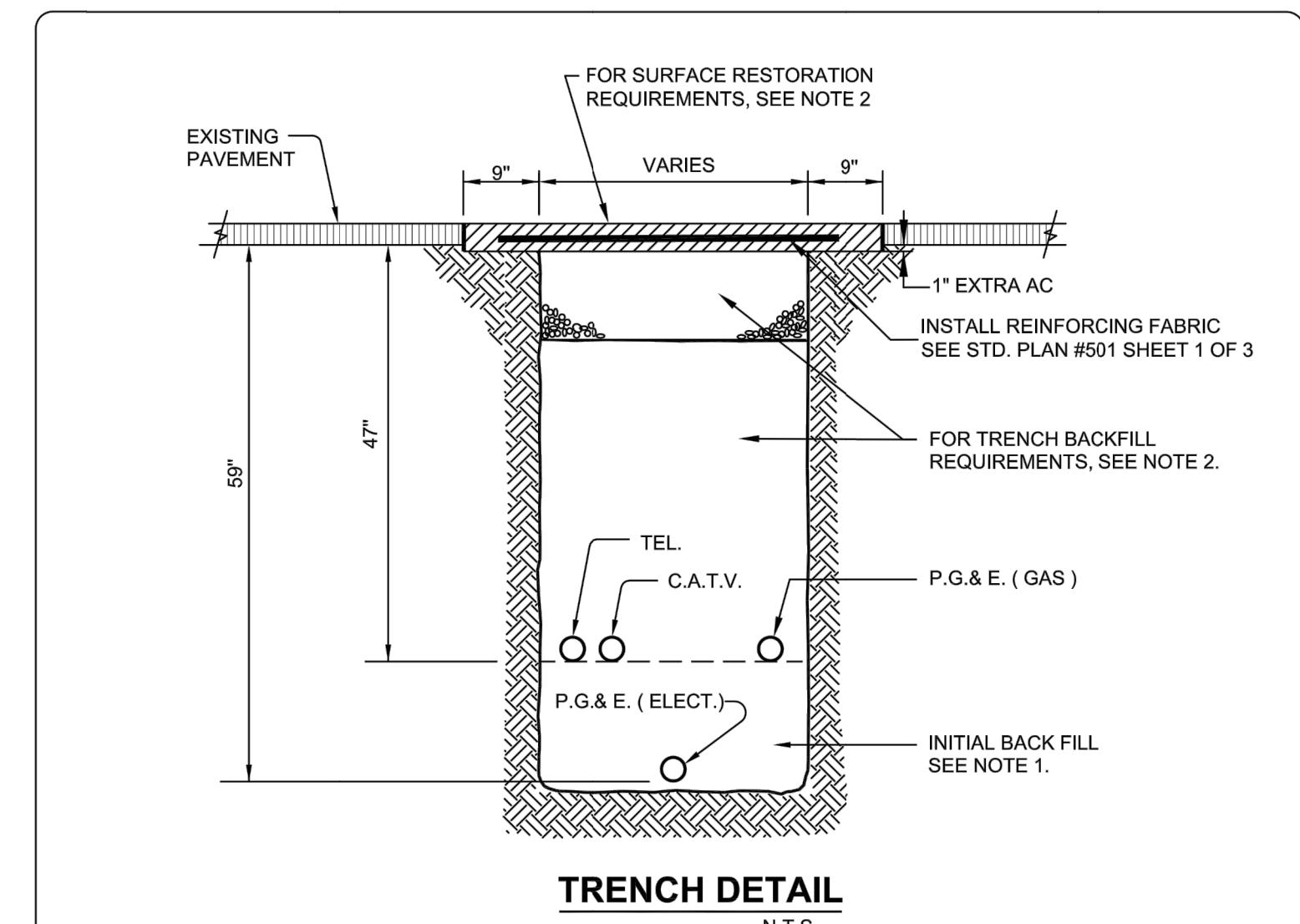
NOTES:

1. UNSUITABLE SURFACE GRADE MATERIAL SHALL BE EXCAVATED AND STABILIZED WITH #3 ROCK (PER ASTM C-33 OR APPROVED EQUAL) OR ONE SACK CEMENT SLURRY AS APPROVED BY THE CITY ENGINEER.
2. BEDDING "A" SHALL BE COMPOSED OF SAND (SAND EQUIVALENT NOT LESS THAN 30) FOR CLAY AND CONCRETE PIPE, CLASS 2 AGGREGATE BASE PER CITY STANDARD SPECIFICATIONS MAY BE USED.
3. BEDDING "B" SHALL BE COMPOSED OF SAND (SAND EQUIVALENT NOT LESS THAN 30).
4. SELECT NATIVE BACKFILL MATERIAL - MATERIAL FROM EXCAVATION, FREE FROM STONES, LUMPS EXCEEDING 3" IN GREATEST DIMENSION, VEGETABLE MATTER, CLAY, OR UNSATISFACTORY MATERIAL.
5. ALL TRENCHES SHALL BE SHORED OR PROTECTED IN ACCORDANCE WITH "OSHA" AND OTHER STATE AND FEDERAL SAFETY CODES, REGULATIONS AND ORDINANCES.
6. PLACEMENT OF BACKFILL SHALL BE IN 12" LIFTS EVENLY PLACED AND MECHANICALLY COMPACTION TO THE RELATIVE DENSITY SPECIFIED. COMPACTION TESTS SHALL BE REQUIRED AT THE DISCRETION OF THE CITY ENGINEER. ALL COST RELATED TO THESE TESTS SHALL BE BORNE BY OWNERS/CONTRACTOR/COMPANY WHEN SUCH TESTS ARE REQUIRED. IF RESULTS OF THESE TESTS DO NOT MEET THE SPECIFIED REQUIREMENTS, BACKFILL SHALL BE EXCAVATED, REPLACED, COMPACTED AND RETESTED. IN CASE OF ONE SACK SLURRY MIX, NO COMPACTION TEST WILL BE REQUIRED. COMPACTION BY JETTING WITHIN THE PIPE BEDDING ZONE MAY BE ALLOWED BY SPECIAL PERMISSION OF THE CITY ENGINEER.
7. INITIAL CUT IN STREET PAVEMENT SHALL BE EQUAL TO THE WIDTH OF THE TRENCH WITH THE OPTION OF BEING JACK HAMMERED OR SAW CUT.
8. FINAL CUT IN STREET PAVEMENT SHALL BE 18" WIDER THAN THE TRENCH WIDTH (9" ON EACH SIDE) AS SHOWN IN THE DETAIL AND SHALL BE MADE BY AN ASPHALT GRINDER OR SAW CUTTING ONLY.
9. ALL TRENCHES SHALL BE BACKFILLED AND TEMPORARILY PAVED OR STEEL PLATED AT THE END OF EACH WORKING DAY.
10. TEMPORARY BITUMINOUS SURFACING (CUTBACK) SHALL BE PLACED AND COMPACTED IMMEDIATELY ABOVE THE TRENCH FOLLOWING BACKFILL COMPACTION AND APPROVAL OF THE CITY ENGINEER. MINIMUM DEPTH OF CUTBACK SHALL BE 2" OR AS SPECIFIED BY THE CITY ENGINEER. CUTBACKS SHALL BE MAINTAINED IN A CONDITION SATISFACTORY TO THE CITY ENGINEER UP UNTIL THE TIME OF FINAL PAVING.
11. FINAL PAVING ABOVE TRENCH SECTION SHALL BE PLACED WITHIN 14 DAYS OF ITS BACKFILL AND COMPACTION. EXTENSION MAY BE GRANTED BY THE CITY ENGINEER DUE TO WEATHER CONDITIONS. DEPTH OF FINAL PAVING SHALL BE 1" GREATER THAN EXISTING PAVEMENT. IN THE EVENT PERMANENT PAVING IS NOT COMPLETED WITHIN 14 DAYS, THE CITY WILL CONSIDER THE AREA INCOMPLETE WORK AND WILL TAKE THE ACTION NECESSARY, IN ACCORDANCE WITH PREVAILING CITY ORDINANCES AND POLICIES.
12. TEMPORARY CUTBACK SHALL BE REMOVED PRIOR TO THE PLACEMENT OF FINAL PAVING. FINAL PAVING SHALL BE PLACED ON UNDISTURBED, PREVIOUSLY INSPECTED AND COMPACTED AGGREGATE BASE OR ONE SACK SLURRY MIX. RECOMPACT SHALL BE REQUIRED FOR ANY DISTURBED BASE OR SURFACE.
13. ASPHALT CONCRETE SHALL BE IN ACCORDANCE WITH CITY OF TRACY STANDARD SPECIFICATIONS.
14. FOR A PARALLEL TRENCH LONGER THAN ONE HALF THE LENGTH OF A BLOCK, A 2" GRIND AND OVERLAY FROM THE LIP OF GUTTER TO CENTERLINE OF ROADWAY IS REQUIRED.
15. PROPER TRAFFIC CONTROL AND COVERING OF TRENCHES SHALL BE MAINTAINED IN ACCORDANCE WITH PREVAILING SAFETY AND TRAFFIC CONTROL STANDARDS FOR WORK IN CONSTRUCTION AREAS.
16. NO TRENCH SHALL BE OPENED IN ANY STREET FOR THE PURPOSE OF LAYING PIPES OR CONDUITS MORE THAN TWO HUNDRED (200) FEET AT A TIME.
17. TRENCHING SHALL NOT BE ALLOWED ON ANY STREET WHICH AS BEEN RECONSTRUCTED OR PAVED WITH THE PAST THREE YEARS NOR ON ANY SLURRY SEALED STREET FOR A PERIOD OF EIGHTEEN (18) MONTHS.
18. 48 HOURS ADVANCE NOTICE SHALL BE REQUIRED FOR ALL CITY INSPECTIONS. CALL THE CITY OF TRACY CONSTRUCTION MANAGEMENT DIVISION AT (209) 831-4600.
19. REMOVE AND REPLACE THE REMAINING SECTION OF PAVEMENT IF DISTANCE BETWEEN T-CUT EDGE AND LIP OF GUTTER IS LESS THAN 36"
20. FILTER FABRIC BETWEEN DRAIN ROCK AND BEDDING REQUIRED



2 TYPICAL ELECTRICAL CONNECTION AT SITE POLE
NOT TO SCALE

 TRACY		REVIEWED BY:	Robert Armijo	STANDARD PLAN NO.	501
		CITY ENGINEER	RCE 63173	501	SHEET 3 OF 3
		Res No.	2020-031	DATE:	February 18, 2020
		Prepared By:	Leisser M.	Checked By:	Thomas W.
		Rev:		Rev:	



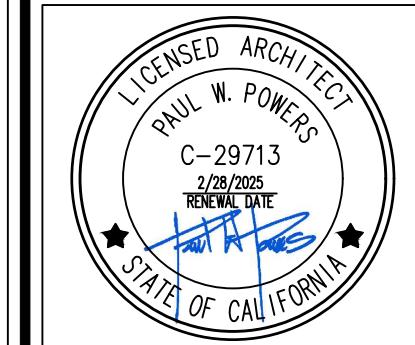
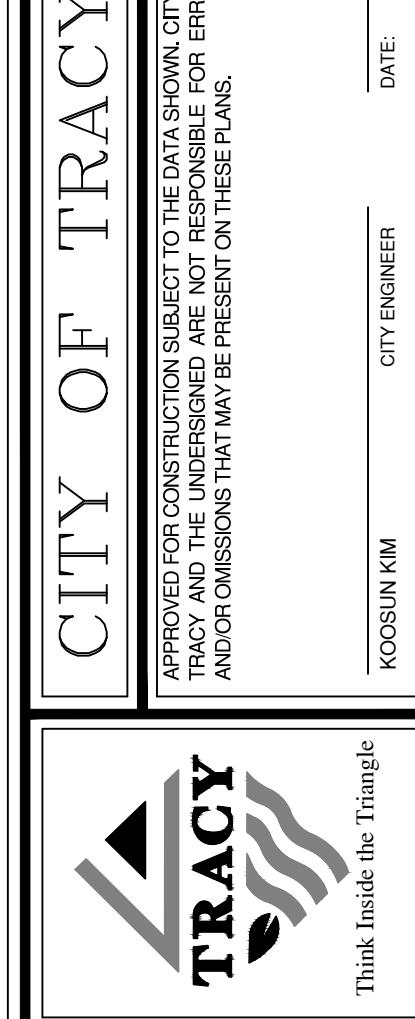
SECTION "A"

NOTES:

1. WHEN MULTIPLE DUCTS ARE IN A COMMON TRENCH, BACK FILL MATERIAL SHALL CONFORM TO CITY OF TRACY STD. PLAN #501.
2. PAVEMENT REPLACEMENT AND TRENCH BACKFILL SHALL CONFORM TO STANDARD PLANS FOR "TRENCHING AND RESURFACING". (STANDARD PLAN NO. 501)
3. A SINGLE UTILITY MAY BE PLACED IN 6" MIN. WIDE ROCKWHEEL TRENCH IN EXISTING STREETS. BACKFILL FOR 6" WIDE TRENCH SHALL CONSIST OF ONE SACK SLURRY MIX. SURFACE RESTORATION WITHIN PAVED AREAS SHALL STILL REQUIRE 9" TEE CUT ON EACH SIDE OF TRENCH.
4. TEMPORARY PAVEMENT SHALL BE PLACED AND MAINTAINED AT THE LEVEL OF THE ADJACENT ROADWAY AT ALL TIMES UNTIL FINAL PAVEMENT REPLACEMENT IS COMPLETED.
5. 48 HOURS WRITTEN NOTICE IS REQUIRED PRIOR TO COMMENCEMENT OF WORK. CALL CITY OF TRACY CONSTRUCTION MANAGEMENT DIVISION AT (209) 831-4600

 TRACY		REVIEWED BY:	Robert Armijo	STANDARD PLAN NO.	503
		CITY ENGINEER	RCE 63173	503	SHEET 2 OF 2
		Res No.	2020-031	DATE:	February 18, 2020
		Prepared By:	Leisser M.	Checked By:	Thomas W.
		Rev:		Rev:	

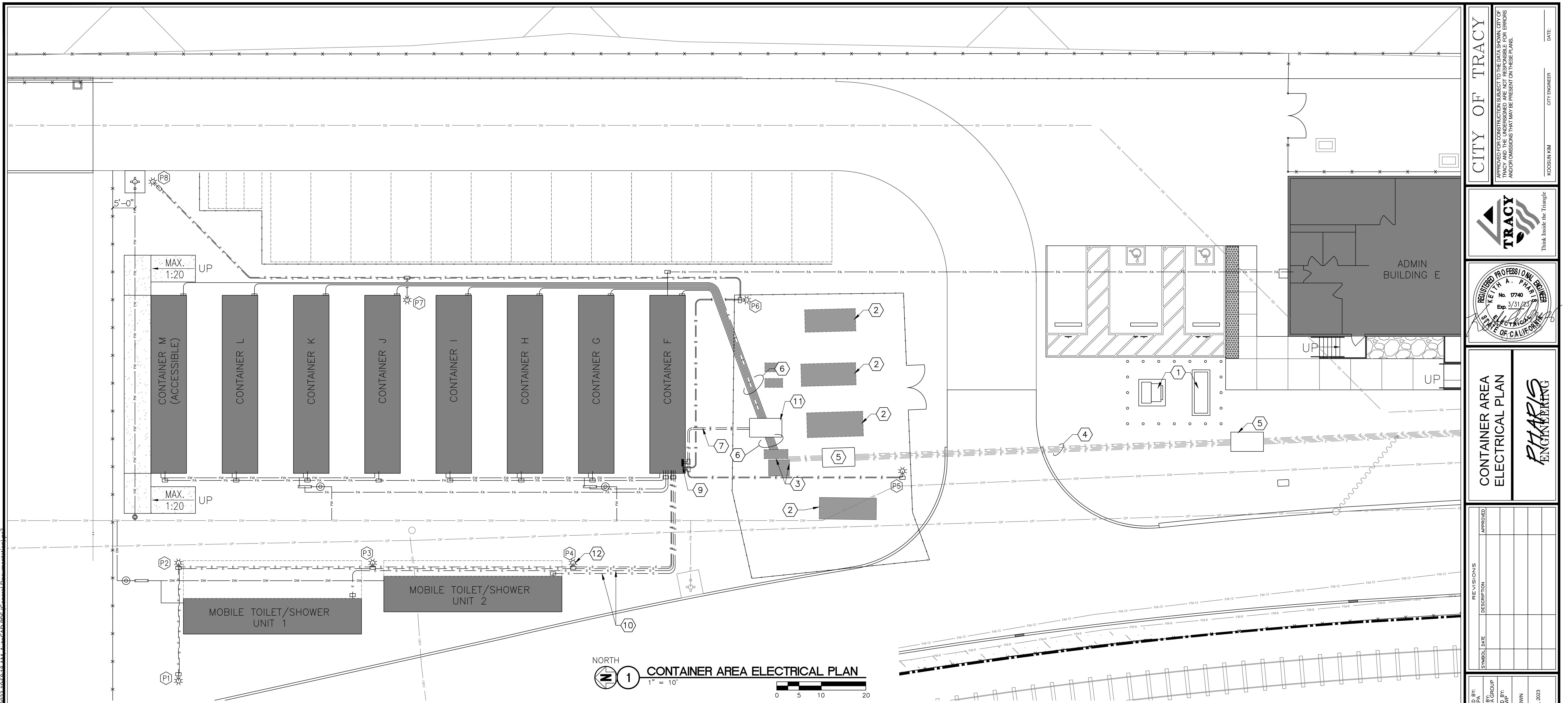
"DRY" UTILITY LOCATIONS



DETAILS

CONTAINER INFRASTRUCTURE
370 ARBOR ROAD 95304
C.I.P. No. 71112

C502



KEYED NOTES:

- ① FUTURE PERMANENT ELECTRICAL SERVICE TRANSFORMER AND SWITCH
- ② CURRENTLY INSTALLED AND IN-USE TEMPORARY GENERATORS AND ASSOCIATED INFRASTRUCTURE
- ③ CURRENTLY INSTALLED AND IN-USE TEMPORARY GENERATOR DISTRIBUTION PANEL, TO BE EXPANDED BASED ON INTENDED USAGE PER MANUFACTURER'S RECOMMENDATIONS IF NECESSARY
- ④ CURRENTLY INSTALLED AND IN-USE ELECTRICAL CONDUIT, DO NOT DISTURB
- ⑤ CURRENTLY INSTALLED AND IN-USE ELECTRICAL VAULT, DO NOT DISTURB
- ⑥ (8) 2" ELECTRICAL CONDUITS, SEE SEE FEEDER SCHEDULE ON E201 FOR CONDUCTOR SIZES. PROVIDE CONDUCTORS AND TERMINATE IN BUILDING PANEL BOARD AT EACH CONTAINER, SEE SINGLE-LINE.
- ⑦ (2) 2" ELECTRICAL CONDUITS TO IT/ELECTRICAL ROOM AT UNIT F, PROVIDE NEW 120/240V, 1Ø, 3W, 200A PANELBOARD F1 IN ELECT. ROOM. SEE SINGLE-LINE.
- ⑧ NOT USED.

⑨ NEW ELECTRICAL PANEL PER KEYNOTE #7. FIELD COORDINATE EXACT LOCATION. SEE SINGLE-LINE.

⑩ 2" ELECTRICAL CONDUIT EACH TO MODULAR TOILET UNITS, PROVIDE CIRCUIT TO NEW PANELBOARD F1 IN CONTAINER F ELECTRICAL ROOM (SEE KEYNOTE #7). SEE SINGLE-LINE.

⑪ ELECTRICAL HANDHOLE ADJACENT TO EXISTING GENERATOR DISTRIBUTION PANEL. ROUTE CONDUCTORS VIA HANDHOLE TO GENERATOR DISTRIBUTION PANEL AND TERMINATE AS NECESSARY, COORDINATE WITH GENERATOR VENDOR.

⑫ CAMERA/LIGHT POLES P1–P8. CONTRACTOR SHALL PROVIDE 1" RGS CONDUIT FROM ADJACENT HANDHOLE, INSTALL THROUGH FOUNDATION PRIOR TO POUR, TO WEATHERPROOF OUTLET BOX WITH COVER NEAR BASE, PROVIDE 3#12 WEATHER RESISTANT WIRING UP THROUGH INTERIOR OF POLE UP TO OUTLET BOX NEAR LOCATION OF CAMERAS (TBD, APPROX. 15' ABOVE GRADE) & PROVIDE 12" SLACK FOR USE BY SECURITY VENDOR. CONFIRM ALL WITH SECURITY VENDOR PRIOR TO ROUGH-IN. SEE DETAIL ON CIVIL.

GENERAL NOTES:

- A. HANHOLES AND UG CONDUIT BY GC. CONDUCTORS, TERMINATIONS, ETC. BY EC.
- B. SEE SINGLE-LINE DIAGRAM AND SCHEDULES ON E201.

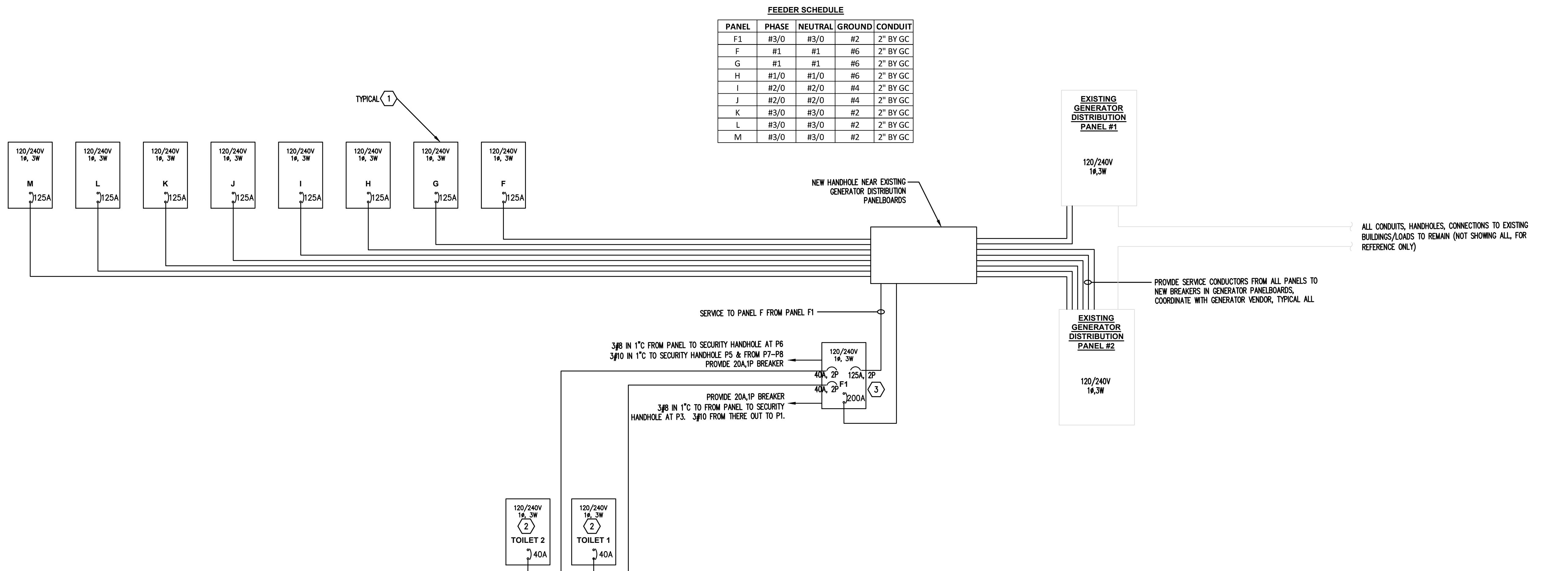
LEGEND:

— E — E — E — E — E — E — UG ELECTRICAL CONDUIT (BY GC)

NEW SITE POLE AND FOUNDATION
FUTURE CAMERAS AND/OR LIGHTS)

CONTAINER INFRASTRUCTURE

E101



KEYNOTES - PANELBOARD AND RISER DIAGRAM:

1. BRANCH/DISTRIBUTION PANEL BY MODULAR VENDOR, NOT PART OF ELECTRICAL CONTRACT (PROVIDE FEEDER, CONNECTION, GROUNDING, ETC. AS DIRECTED AND/OR REQUIRED BY CEC). TERMINATE FEEDER (SEE TABLE FOR FEEDER SIZES FOR EACH PANEL, SIZED FOR VOLTAGE DROP) INTO EXISTING GENERATOR DISTRIBUTION PANELS (COORDINATE WITH GENERATOR VENDOR TO PROVIDE NEW BREAKERS AND CONFIRM). WITH THESE EXCEPTIONS: PANELS F, TOILET 1 AND TOILET 2 SHALL BE SERVED FROM PANEL F1 AS INDICATED.
2. PROVIDE BRANCH PANEL, NEMA 3R, MOUNT TO UNISTRUT SUPPORT ADJACENT (AS CLOSE AS POSSIBLE) TO EXTERIOR OF MODULAR UNIT, FIELD COORDINATE EXACT LOCATION, ETC.
3. PROVIDE BRANCH PANEL IN CONTAINER F, IT/ELECTRICAL ROOM, FIELD COORDINATE EXACT LOCATION.

GENERAL NOTES- ELECTRICAL:

GENERAL NOTES ELECTRICAL

- A. CONTRACTOR SHALL FOLLOW SEISMIC RESTRAINT AND DESIGN REQUIREMENTS CONTAINED IN LATEST ADOPTED STATE AND INTERNATIONAL BUILDING CODES, WITH ALL AMENDMENTS AS ADOPTED BY THE CURRENT LEGISLATION.
- B. THE TERM "PROVIDE" SHALL MEAN CONTRACTOR SHALL FURNISH AND INSTALL ITEMS AND CONNECT AS REQUIRED TO OBTAIN A COMPLETE WORKING SYSTEM.
- C. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ALL LOCAL, STATE, AND NATIONAL CODES. INCLUDING BUT NOT LIMITED TO LATEST APPLICABLE CALIFORNIA ELECTRICAL CODE, NFPA 70 (NATIONAL ELECTRIC CODE), NFPA 72, INTERNATIONAL BUILDING CODE, CALIFORNIA TITLE 24, ETC.
- D. ALL WORK SHALL BE COORDINATED WITH EXISTING CONDITIONS, NEW CONSTRUCTION, OWNER'S VENDORS, ALL TRADES, AND THEIR DOCUMENTS. THE CONTRACTOR SHALL VISIT THE SITE BEFORE SUBMITTING HIS BID.
- E. NO MORE THAN THREE CIRCUITS (4-SINGLE CONDUCTOR CABLES PLUS GROUND) SHALL BE PULLED IN SINGLE CONDUIT, (EXCEPTION: SEPARATE NEUTRALS FOR GROUND FAULT CIRCUITS). WIRE (EXCEPT GROUND) MUST BE OF SAME SIZE AND MUST BE ON OPPOSITE PHASES IF USING COMMON NEUTRAL. ALL PANELBOARDS AND WIRING SHALL MEET NEC 210.4 MULTIWIRE BRANCH CIRCUITS. IT IS AT THE CONTRACTOR'S DISCRETION TO EITHER PROVIDE DEDICATED NEUTRALS OR MULTI-POLE BREAKERS.
- F. WHEN RUNNING MORE THAN 3 CURRENT CARRYING CONDUCTORS IN A SINGLE CONDUIT, DERATE AMPACITIES IN ACCORDANCE WITH NFPA 70.
- G. A CODE SIZE INSULATED GROUND CONDUCTOR SHALL BE PROVIDED IN ALL FEEDER AND BRANCH CIRCUIT CONDUITS.
- H. ALL THHN/THWN/THHW/THW/XHHW CONDUCTORS ARE SIZED BASED ON 75°C TEMPERATURE RATING. ALL TERMINATIONS FOR ALL EQUIPMENT AND DEVICES SHALL BE LISTED AND IDENTIFIED FOR USE WITH 75°C CONDUCTORS. IF CONTRACTOR PROVIDES TERMINATIONS OF LESS THAN 75°C, THE ASSOCIATED CONDUCTOR SIZES SHALL BE INCREASED DUE TO THE DERATING AMPACITY PER NEC TABLE 310-15(B)(16). CONTRACTOR SHALL MAKE ALL CHANGES (I.E. CONDUIT SIZES, ETC.) AS NECESSARY AND SHALL MAKE ALL REVISIONS ON "AS-BUILT" DRAWINGS.
- I. SEE DRAWING E202 FOR PANEL SCHEDULES.

120/240V 1-Phase 3-Wire LIGHTING PANEL

Name: F1

Mains: 200A Main molded case breaker
 Trim: Surface Door: Yes
 Neutral: S/N
 Ground bar: Yes

Min Sym IC: 25000
 Fed from: TEMP GEN POWER PANEL
 Feeder: Note 1

PHASE LOADS

CIR DESCRIPTION	CONDUIT	PHASE	NEUT	GND	TRIP POLES	A	B	POLES	TRIP	CONDUIT	PHASE	NEUT	GND	DESCRIPTION	CIR		
1 TOILET 1	1"	#8	#8	#10	40	2	2500			2500	2	40	1"	#8	#8	#10	
3 -		#8						2500	2500	-				#8			
5 SECURITY CAMERA	1"	#12	#12	#12	20	1	1000	8000			2	125	2"	#1	#1	#6	
7 Spare	-				20	1		1000	8000	-				#1			
9 Spare	-				20	1	1000	1000						#1			
11 Space only	-					—	1				1	20	1"	#12	#12	#12	
13 Space only	-					—	1	—	—	—				Spare		12	
15 Space only	-					—	1	—	—	—				Space only		14	
17 Space only	-					—	1	—	—	—				Space only		16	
19 Space only	-					—	1	—	—	—				Space only		18	
21 Space only	-					—	1	—	—	—				Space only		20	
23 Space only	-					—	1	—	—	—				Space only		22	
25 Space only	-					—	1	—	—	—				Space only		24	
27 Space only	-					—	1	—	—	—				Space only		26	
29 Space only	-					—	1	—	—	—				Space only		28	
											1	—	—			Space only	
																30	
Phase load totals				A	16000												
				B		15000											

Demand load = 31.0 KVA

Demand amps = 129

Notes for F1:

1 Feeder per Table

120/240V 1-Phase 3-Wire LIGHTING PANEL

Name: TOILET1

Mains: 40A Main molded case breaker
 Trim: Exterior NEMA 3R Door: Yes
 Neutral: S/N
 Ground bar: Yes

Min Sym IC: 10000
 Fed from: F1
 Feeder: Note 1

PHASE LOADS

CIR DESCRIPTION	CONDUIT	PHASE	NEUT	GND	TRIP POLES	A	B	POLES	TRIP	CONDUIT	PHASE	NEUT	GND	DESCRIPTION	CIR	
1 Lighting	3/4	#12	#12	#12	20	1	1260			1260	1	20	3/4	#12	#12	#12
3 OTHER CONNECTION	3/4	#12	#12	#12	20	1		1000	1000	1	20	3/4	#12	#12	#12	
5 OTHER CONNECTION	3/4	#12	#12	#12	20	1	1000			1000	1	20	3/4	#12	#12	#12
7 Space only	-				—	1	—	—	—	—				Space only		8
9 Space only	-				—	1	—	—	—	—				Space only		10
11 Space only	-				—	1	—	—	—	—				Space only		12
Phase load totals				A	4520											
				B		2000										

Demand load = 6.8 KVA

Demand amps = 28

Notes for TOILET2:

1 Feeder is (1) 1" - 3#8 + #10 GND THWN Copper

2 CIRCUITS SHOWN ARE APPROXIMATE BASED ON INFO PROVIDED, COORDINATE EXACT BRANCH CIRCUITS WITH MODULAR VENDOR

120/240V 1-Phase 3-Wire LIGHTING PANEL

Name: TOILET2

Mains: 40A Main molded case breaker
 Trim: Exterior NEMA 3R Door: Yes
 Neutral: S/N
 Ground bar: Yes

Min Sym IC: 10000
 Fed from: F1
 Feeder: Note 1

PHASE LOADS

CIR DESCRIPTION	CONDUIT	PHASE	NEUT	GND	TRIP POLES	A	B	POLES	TRIP	CONDUIT	PHASE	NEUT	GND	DESCRIPTION	CIR	
1 Lighting	3/4	#12	#12	#12	20	1	1260			1260	1	20	3/4	#12	#12	#12
3 OTHER CONNECTION	3/4	#12	#12	#12	20	1		1000	1000	1	20	3/4	#12	#12	#12	
5 OTHER CONNECTION	3/4	#12	#12	#12	20	1	1000			1000	1	20	3/4	#12	#12	#12
7 Space only	-				—	1	—	—	—	—				Space only		8
9 Space only	-				—	1	—	—	—	—				Space only		10
11 Space only	-				—	1	—	—	—	—				Space only		12
Phase load totals				A	4520											
				B		2000										

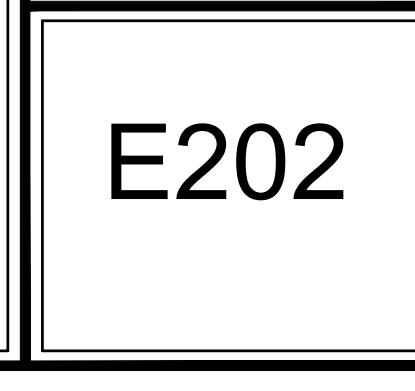
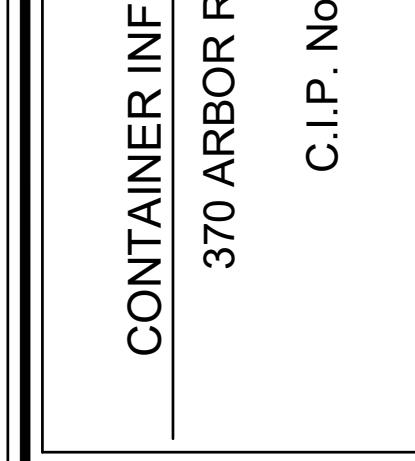
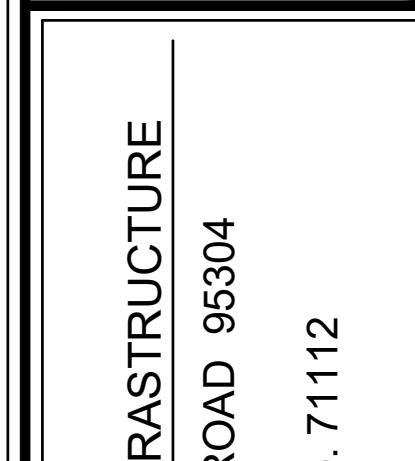
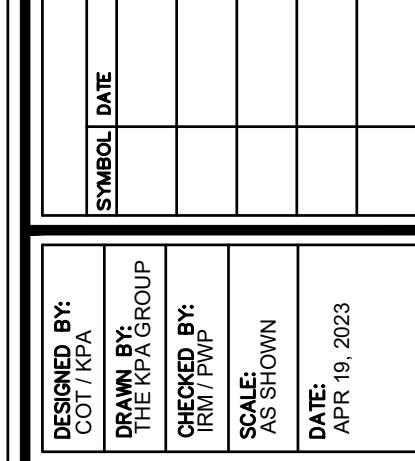
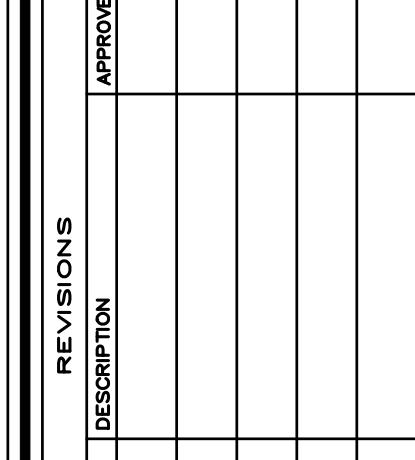
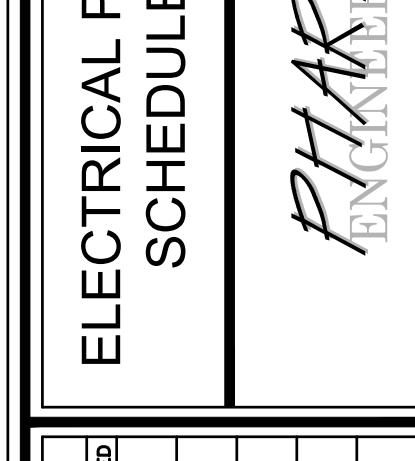
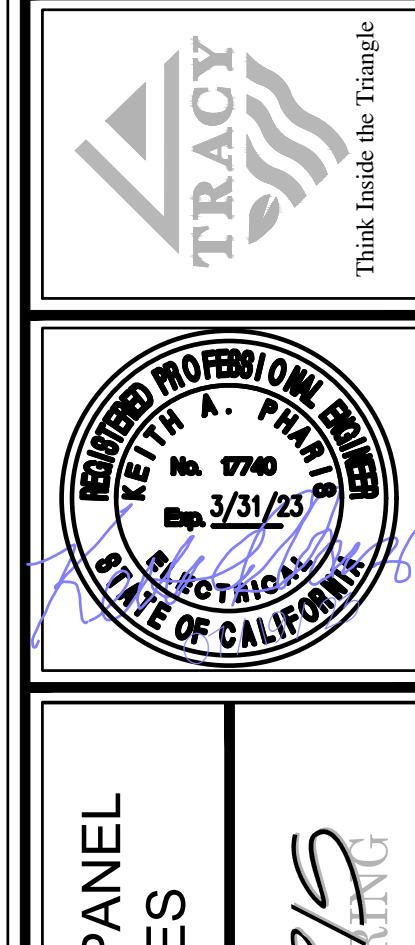
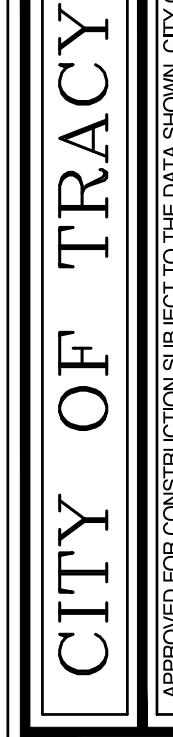
Demand load = 6.8 KVA

Demand amps = 28

Notes for TOILET2:

1 Feeder is (1) 1" - 3#8 + #10 GND THWN Copper

2 CIRCUITS SHOWN ARE APPROXIMATE BASED ON INFO PROVIDED, COORDINATE EXACT BRANCH CIRCUITS WITH MODULAR VENDOR



E202

Contract

This public works contract ("Contract") is entered into by and between the City of Tracy ("City") and Tennyson Electric Inc., ("Contractor") for work on the CIP 71112, Phase IV Interim Infrastructure Improvements Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On December 6, 2022, City authorized award of this Contract Tennyson Electric Inc. On August 15, 2023, City authorized an amendment to this Contract Tennyson Electric Inc. to Contractor for a total not to exceed amount of \$155,110 of Contractor's bid to complete the additional work required as part of the Site Improvement for the Phase IV Interim Infrastructure Improvements Project at the Temporary Emergency Housing Facility, CIP 71112, at 370 W. Arbor Avenue, Tracy, CA 95304.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the following (subject to the order of precedence in Section 3.2 of the General Conditions):
 1. Contract;
 2. Payment, Performance and Warranty Bonds;
 3. General Conditions;
 4. Project Drawings and Specifications;
 5. Scope of Work
 6. Change Orders and Contract amendments, if any;
 7. Notice of Award;
 8. Notice to Proceed
3. **Contractor's Obligations.** Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor a total not to exceed amount of One Hundred Fifty Five Thousand One Hundred Ten Dollars (\$155,1100) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will complete the Work for the Project within 45 calendar days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$500.00 for each calendar day of unexcused delay in completion, and the Contract Price will be reduced accordingly.

7. Labor Code Compliance.

7.1 General. This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance. Contractor shall comply with all other applicable federal, state, and local laws, regulations and policies pertaining to labor standards insofar as those laws, regulations and policies apply to the performance of this Contract, including any applicable City employment requirements, including but not limited to, the City's Local Hiring Policy (attached as Exhibit 1 to this Contract).

7.2 Prevailing Wages. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.

7.3 DIR Registration. City will not enter into the Contract with a bidder, without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code section 1725.5, subject to limited legal exceptions.

8. Workers' Compensation Certification. Under Labor Code section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' 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 on this Contract."

9. Conflicts of Interest. Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. Independent Contractor. Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. Notice. Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City:

Development Services Department
Attn: City Engineer / Leisser Mazaruegis, Associate Civil Engineer
Address: 333 Civic Center Plaza
City/State/Zip: Tracy, CA 95376
Email: leisser.mazariegos@cityoftracy.org
Copy to: Adrienne Richardson, City Clerk

Contractor:

Name: Tennyson Electric Inc.
Address: 7275 National Drive, Suite A2
City/State/Zip: Livermore, CA 94550
Phone: (925) 390-0101
Attn: Mike Tennyson
[Email: miket@tennysonelec.com](mailto:miket@tennysonelec.com)
Copy to: Michelle Coatney Email: mcoatney@tennysonelec.com

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of San Joaquin County, and no other place.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration; Severability.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in effect.
- 12.6 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, at least two signatures are required pursuant to California Corporation Code section 313: (1) one from an officer on the operations side of the corporation (such as president, vice president, chief operating officer, etc.); and (2) one from the finance side of the corporation (such as the chief financial officer, treasurer, etc.) or from the corporate secretary. Alternatively, if only one signature will be obtained from a corporation, attach the corporate resolution authorizing that individual to bind the corporation to contracts.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY:

s/ _____

Approved as to form:

s/ _____

Nancy Young

Name/City Attorney

Date: _____

Date: _____

Attest:

s/ _____, City Clerk
Adrienne Richardson

Date: _____

CONTRACTOR: Tennyson Electric Inc.
Business Name

s/ _____

Seal:

Name/Title [print]

Date: _____

Second Signature (See Section 12.6):

s/ _____

Name/Title [print]

Date: _____

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

Payment Bond

The City of Tracy ("City") and Tennyson Electric Inc. ("Contractor") have entered into a contract, dated August 15, 2023 ("Contract") for work on the CIP 71112 Temporary Emergency Housing Facility on Arbor Avenue, Phase IV Interim Infrastructure Improvements Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in an amount not less than \$155,110 _____, under California Civil Code sections 9550, et seq.
2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay any of the persons named in California Civil Code section 9100 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors, under California Unemployment Insurance Code section 13020, with respect to the work and labor, then Surety will pay for the same.
3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be void. Otherwise, Surety's obligations will remain in effect.
5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845. City waives requirement of a new bond for any supplemental contract under Civil Code section 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on August 15, 2023. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: _____
Business Name

s/ _____

Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: Tennyson Electric Inc.
Business Name

s/ _____

Name/Title [print]

s/ _____

Name/Title [print]

APPROVED BY CITY:

s/ _____

Name/Title [print]

END OF PAYMENT BOND

Performance Bond

The City of Tracy ("City") and Tennyson Electric Inc. ("Contractor") have entered into a contract, dated August 15, 2023 ("Contract") for work on the CIP 71112 Temporary Emergency Housing Facility on Arbor Avenue, Phase IV Interim Infrastructure Improvements Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as Principal and _____, its surety ("Surety"), are bound to City as obligee for an amount not less than \$155,110. By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.
2. **Surety's Obligations; Waiver.** If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become void upon recordation of the notice of completion, provided Contractor has timely provided a warranty bond as required under the Contract. Otherwise Surety's obligations will remain in effect until expiration of the one year warranty period under the Contract. Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845.
3. **Application of Contract Balance.** Upon making a demand on this Bond, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or back charges to which City is entitled under the terms of the Contract.
4. **Contractor Default.** Upon written notification from City that Contractor is in default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
 - 4.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
 - 4.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense, or
 - 4.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
5. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
6. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

7. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court for the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.
8. **Effective Date; Execution.** This Bond is entered into and effective on August 15, 2023. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: _____
Business Name

s/ _____

Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: Tennyson Electric Inc.
Business Name

s/ _____

Name/Title [print]

s/ _____

Name/Title [print]

APPROVED BY CITY:

s/ _____

Name/Title [print]

END OF PERFORMANCE BOND

Warranty Bond

The City of Tracy ("City") and Tennyson Electric Inc. ("Contractor") have entered into a contract, dated August 15, 2023 ("Contract") for work on the CIP 71112 Temporary Emergency Housing Facility on Arbor Avenue, Phase IV Interim Infrastructure Improvements Project ("Project"). The Contract is incorporated by reference into this Warranty Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in the maximum amount of 10% of the final Contract Price, unless otherwise specified in the Contract Documents.
2. **Warranty Period.** The Contract requires Contractor to guarantee its Work and that of its Subcontractors on the Project, against defects in materials or workmanship which are discovered during the one year period commencing with recordation of the notice of completion (the "Warranty Period").
3. **Surety's Obligations.** If Contractor faithfully carries out and performs its guarantee under the Contract, and, on due notice from City, repairs and make good at its sole expense any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Contractor promptly reimburses City for all loss and damage that City sustains because of Contractor's failure to make such repairs in accordance with the Contract requirements, then Surety's obligations under this Bond will be void. Otherwise, Surety's obligations will remain in effect.
4. **Waiver.** Surety waives the provisions of Civil Code sections 2819 and 2845.
5. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.
7. **Effective Date; Execution.** This Bond is entered into and is effective on August 15, 2023. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

[Signatures are on the following page.]

SURETY: _____
Business Name

s/ _____

Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: Tennyson Electric Inc.
Business Name

s/ _____

Name/Title [print]

s/ _____

Name/Title [print]

APPROVED BY CITY:

s/ _____

Name/Title [print]

END OF WARRANTY BOND

General Conditions

Article 1 - Definitions

Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following in any tense or form: "day," "furnish," "including," "install," "work day" or "working day."

Allowance means a specific amount that must be included in the Bid Proposal for a specified purpose.

Article, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

Change Order means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract Time.

City means the City of Tracy, acting through its City Council, officers, employees, and authorized representatives.

City Engineer means the City Engineer for City and his or her authorized delegate(s).

Claim means a separate demand by Contractor for change in the Contract Time or Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part; or a written demand by Contractor objecting to the amount of Final Payment.

Contract means the signed agreement between City and Contractor.

Contract Documents means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the notice of award and notice to proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Drawings and Specifications; any Change Orders and Contract amendments; and any other documents expressly made part of the Contract Documents.

Contract Price means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies or equipment following submission of the Bid Proposal.

Contract Time means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

Contractor means the individual, partnership, corporation, or joint-venture who has signed the Contract with City to perform the Work.

Day means a calendar day unless otherwise specified.

Design Professional means the licensed individual(s) or firm(s) retained by City to provide architectural or engineering services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

Drawings means the City-provided plans and graphical depictions of the Project requirements, and does not include Shop Drawings.

Engineer means the City Engineer for the City of Tracy and his or her authorized delegates.

Extra Work means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that is not part of or incidental to the scope of the Work; is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

Final Completion means Contractor has fully completed all of the Work required by the Contract Documents, including all punch list items, any required commissioning or training, and has provided all required submittals, including instructions and manuals, product warranties, and as-built drawings, all to City's satisfaction.

Final Payment means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld pursuant to the Contract Documents, including liquidated damages, up to 125% of the amount of any unreleased stop notice, amounts subject to setoff, up to 150% of any unresolved third-party claim for which Contractor is required to indemnify City, and up to 150% of any amount in dispute as authorized by Public Contract Code section 7107.

Furnish means to purchase and deliver to the Worksite designated for installation.

Hazardous Materials means any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or cleanup.

Including, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

Inspector means the individual(s) or firm(s) retained or employed by City to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all applicable codes, regulations, and permits.

Install means to fix in place for materials, and to fix in place and connect for equipment.

Letter of Instruction means any writing issued by the Engineer, in his or her sole discretion, that interprets or clarifies the Contract Documents but does not modify the scope of the Work or change the Contract Price or the Contract Time. Letters of Instruction include written field orders, directives, general or specific clarifications, and responses to Requests for Information about the Contract Documents, the Work or the Project.

Plans has the same meaning as Drawings.

Project means the public works project referenced in the Contract.

Project Manager means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegate(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

Request for Information or **RFI** means Contractor's written request for information submitted to the Engineer, in the manner and format specified by City, about the Contract Documents, the Work or the Project.

Section as used in these General Conditions, means a numbered Section of the General Conditions, unless otherwise indicated by the context, e.g., statutory references.

Shop Drawings means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Drawings and Specifications.

Specialty Work means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and not by the Contractor.

Specifications means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into this Project by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

Subcontractor means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors, suppliers, fabricators, and equipment lessors of all tiers, unless otherwise indicated by the context.

Technical Specifications means Specifications.

Work means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

Work Day or Working Day, whether or not capitalized, means a weekday which is not a holiday observed by City.

Worksite means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging or fabrication.

Article 2 - Roles and Responsibilities

2.1 City.

- (A) **City Council.** The City Council has final authority in all matters affecting the Project, except to the extent it has delegated such authority to the Engineer.
- (B) **Engineer.** The Engineer, acting within the authority conferred by the City Council, has primary responsibility for administration of the Project on behalf of City, including authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.
- (C) **Design Professional.** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Contract Documents. The Design Professional's interpretation of the Drawings or Specifications is final and conclusive.

2.2 Contractor.

- (A) **General.** Contractor must provide all labor, materials, supplies, equipment and services and incidentals necessary to perform and timely complete the Work in strict

accordance with the Contract Documents, and in an economic and efficient manner in the best interests of City, and with minimal inconvenience to the public.

(B) **Responsibility for the Work and Risk of Loss.** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Project, including the construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by City or specified in the Contract Documents. From the date of commencement of the Work until either the date on which either City formally accepts the completed Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to the Work site, by any cause including fire, earthquake, wind, weather, vandalism or theft.

(C) **Project Administration.** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) **On-Site Superintendent.** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to City, and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. City's approval of the superintendent is required before the Work commences. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until the approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) **Pre-Construction Conference.** City will designate a date and time for a pre-construction conference with Contractor following Contract execution. Project administration procedures and coordination between City and Contractor will be discussed, and Contractor must present City with the following information or documents at the meeting for the Engineer's review and approval before the Work commences:

- (1) Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;
- (2) List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
- (3) Staging plans that identify the sequence of the Work, including any phases and alternative sequences or alternative phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;

- (4) Traffic control plan(s) associated with the staging plans that are signed and stamped by a licensed traffic engineer or licensed civil engineer;
- (5) Draft baseline schedule for the Work as required under Section 5.2(A) below, to be finalized within 10 days after City issues the Notice to Proceed;
- (6) Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;
- (7) Schedule with list of Project submittals that require City review, and list of the proposed material suppliers;
- (8) Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
- (9) Videotape and photographs recording the conditions of the Project site before construction begins, showing every detail of the existing improvements including the current condition of the curbs, gutters, sidewalks, signs, landscaping, streetlights, structures near the Project such as building faces, canopies, shades and fences, and any other features within the Project area limits; and
- (10) If requested by the Engineer, Contractor's cash flow projections.

(F) **Standards; Compliance.** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents and all applicable laws, regulations, codes, standards, and permits, including City's municipal code, rules, and regulations, and any orders of the administrative or judicial bodies with jurisdiction over the Work.

(G) **Progress Meetings.** Contractor, its project manager and superintendent and the Subcontractors requested by City, must attend weekly Project progress meetings with City which the Engineer will schedule at mutually agreed on times and locations;

(H) **Responsible Party.** Contractor is solely responsible to City for the acts or omissions of any Subcontractor(s), or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon City's written request, Contractor must promptly and permanently remove from the Project, at no cost to City, any employee or Subcontractor or employee of a Subcontractor who the Engineer has determined be incompetent, intemperate or disorderly when performing Work on the Project, or who has refused to perform the Work in whole or in part as required under the Contract Documents.

(I) **Correction of Defects.** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in any way, including workmanship, materials, parts or equipment. Workmanship, materials or equipment that do not conform to the requirements under the Drawings, Specifications and every other Contract Document, as determined by City, may be rejected as defective. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by the Engineer, and any Extra Work performed without City's prior written approval. However, City retains the right, but not the obligation, to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor.

(J) **Contractor's Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos and electronic records. Project records subject to this provision include, but are not limited to, Project cost records and records relating to preparation of Contractor's bid.

- (1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.
- (2) Contractor must continue to maintain its Project records in an organized manner for a period of four years after City's acceptance of the Project or following termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's Project records relating to the Project or to investigate Contractor's plant or equipment during Contractor's normal business hours.

(K) **Copies of Project Documents.** Contractor and its Subcontractors must keep copies of the Contract, permit(s), Drawings, Specifications, Addenda, Contract amendments, Change Orders, Letters of Instructions, Shop Drawings, and any related written interpretations, maintained at the Worksite. The Contract Documents, as-built drawings, and all Worksite copies must be available to the Engineer for reference at all times.

2.3 Subcontractors.

(A) **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work. Each Subcontractor must obtain a City business license before beginning any Work.

(B) **Contractual Obligations.** Contractor must require every Subcontractor to be bound to the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, and to likewise bind their subcontractors or suppliers. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) **Termination.** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to City, subject to the prior rights of any surety, provided that City accepts the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) **Substitution of Subcontractor.** If Contractor requests substitution of a listed Subcontractor under Public Contract Code section 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing.

2.4 Coordination of Work.

(A) **Concurrent Work.** City reserves the right to perform or to have performed other work on or adjacent to the Project site while the Work is being performed. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors and subcontractors. To the full extent permitted by law, Contractor must hold harmless and indemnify City against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of a utility company or agency or another contractor or subcontractor.

(B) **Defects.** Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Engineer prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any such known defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work.

2.5 Submittals.

Unless otherwise specified, Contractor must submit to Engineer for review and acceptance, all schedules, Shop Drawings, samples, product data and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including requests for information (RFIs), are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents.

(A) **General.** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) **Time and Manner of Submission.** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current accepted schedule for the Work and within the applicable time specified elsewhere in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

(C) **Required Contents.** Each submittal must include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

(D) **Required Corrections.** If corrections are required, Contractor must promptly make and submit any required corrections in full conformance with the requirements of this Section, or other requirements that apply to that submittal.

(E) **Effect of Review and Acceptance.** Review and acceptance of a submittal by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by City is not an assumption of risk or liability by City.

(F) **Enforcement.** Any Work performed or any material furnished, installed, fabricated or used without the Engineer's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of the Design Professional, Project Manager, or Inspector.

(G) **Excessive RFIs.** RFIs will be considered excessive or unnecessary if the Engineer determines that the explanation or response to the RFI is clearly and unambiguously discernable in the Contract Documents. City's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

2.6 Shop Drawings. When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by City, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If City requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Contractor is responsible for any errors and omissions in the Shop Drawings, shop fits and field corrections, any deviations from the Contract Documents, and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by the Engineer does not relieve Contractor of such responsibility.

Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

(A) **Drawings and Specifications.** The Drawings and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Drawings and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. If there is a conflict between the Drawings and Specifications, the Specifications will control. Any arrangement or division of the Drawings and Specifications into sections is for convenience only and is not intended to limit the Work required by separate trades. Any conclusion presented in the Drawings or Specifications is a recommendation only. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusions. Subject to the limitations of Public Contract Code section 1104, it is Contractor's responsibility to ascertain the existence of any conditions affecting the cost of the Work.

(B) **Figures and Dimensions.** Figures control over scaled dimensions.

(C) **Technical or Trade Terms.** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(D) **Measurements.** Contractor must verify all relevant measurements at the Worksite before ordering any material or performing any Work, and will be responsible for the correctness of those measurements.

(E) **Duty to Notify and Seek Direction.** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including under the Drawings or

Specifications, Contractor must immediately submit a Request for Information to the Engineer and wait for a response from City before proceeding further with the related Work. The Request for Information must notify City of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction, which may be stated in a Letter of Instruction, will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining City's response, Contractor will be responsible for any resulting costs, including the cost of correcting any defective Work that results. City will not extend the Contract Time due to Contractor's failure to submit a timely Request for Information to the Engineer.

(F) **Letters of Instruction.** Any Letter of Instruction issued by the Engineer is binding on Contractor. Contractor must promptly comply with any directions included in a Letter of Instruction. If Contractor believes it is entitled to a change in the Contract Price or change in the Contract Time based on the directions provided in the Letter of Instruction, it may submit a Change Order request as specified in Articles 5 and 6.

3.2 Order of Precedence. Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest:

- (A) Change Orders and Contract amendments;
- (B) Addenda;
- (C) Contract;
- (D) Notice to Proceed;
- (E) Notice of Award;
- (F) Special Conditions;
- (G) General Conditions;
- (H) Payment, Performance and Warranty Bonds;
- (I) Technical Provisions;
- (J) City of Tracy Design Standards and Standard Specifications
- (K) Drawings;
- (L) City of Tracy Standard Plans & City Parks and Streetscape Standard Plans;
- (M) Contractor's Bid Proposal and attachments;
- (N) Notice Inviting Bids;
- (O) Instructions to Bidders; and
- (P) Any documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, e.g., Caltrans Standard Specifications or Caltrans Special Provisions.

3.3 Caltrans Standard Specifications. Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Caltrans Standard Specifications"), including the most current amendments as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Standard Specifications:

(A) **Limitations.** The "General Provisions" of the Standard Specifications, i.e., sections 1 through 9, do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

(B) **Conflicts or Inconsistencies.** If there is a conflict or inconsistency between any provision in the Standard Specifications and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.

(C) **Meanings.** Terms used in the Standard Specifications are to be interpreted as follows:

(1) Any reference to the "Engineer" is deemed to mean the City Engineer.

(2) Any reference to the "Special Provisions" is deemed to mean the Special Conditions.

(3) Any reference to the "Department" or "State" is deemed to mean City.

3.4 For Reference Only. Contractor is responsible for the careful review of any document, study, or report appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. However, Contractor is advised that City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any "record drawings" or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed For Reference Only. Contractor must promptly notify City of any perceived or actual conflict between the Contract Documents and any For Reference Only document.

3.5 Current Versions. Unless otherwise specified by City, any reference to standard specifications, technical specifications, manuals, handbooks and the like or any City or state codes or regulations means the latest specification, manual, handbook, code or regulation in effect at the time the Contract is signed.

Article 4 - Bonds, Indemnity, and Insurance

4.1 Payment and Performance Bonds. Within ten days following issuance of the notice of award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, using the bond forms included with the Contract Documents.

(A) Surety. Each bond must be issued by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.

(B) Supplemental Bonds for Increase in Contract Price. If, during construction, the Contract Price increases by five percent or more over the original Contract Price, at City's request Contractor must provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.

4.2 Indemnity. To the fullest extent permitted by law, Contractor must indemnify, defend (with independent counsel approved by City), and hold harmless City, its elected and appointed officials, officers, agents, employees, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability,

loss, damage, injuries, claims, actions, causes of action, demands, charges, costs, and expenses, whether direct or indirect (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of, relating to, or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work, or in failing to comply with any of Contractor's obligations under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code section 9201. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

4.3 Insurance. No later than ten days following issuance of the notice of award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates of insurance and endorsements acceptable to the City Attorney. The required insurance must cover the activities of Contractor, its employees, Subcontractors, representatives and agents relating to or arising from the performance of the Work, and must remain in effect at all times during the period covered by the Contract, through the date of City's recordation of the notice of completion for the Project. All required insurance must be issued by a company licensed by the California Insurance Commissioner to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A-" or better and a financial size rating of "VII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. Contractor's procurement of the required insurance will not be construed to limit Contractor's liability, relieve Contractor of any responsibility, or fulfill Contractor's indemnification obligations under this Contract.

(A) **Policies and Limits.** The following insurance policies and minimum limits are required for this Contract unless otherwise specified in the Special Conditions. Contractor may also carry such additional insurance as it deems necessary:

(1) **Commercial General Liability ("CGL") Insurance:** The CGL insurance policy (with coverage at least as broad as ISO form CG 00 01) must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protected coverage, blanket contractual, products and completed operations, broad form property damage, vehicle coverage and employer's non-ownership liability coverage, with limits of at least \$2,000,000.00 per occurrence and \$4,000,000.00 general aggregate. Contractor must also provide proof of products/completed operations coverage by renewing its CGL insurance coverage for at least three years after Final Completion of the Project. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.

(2) **Builder's Risk Insurance:** The builder's risk insurance policy must be issued on an occurrence basis, for all-risk or "all perils" coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City.

(3) *Automobile Liability Insurance*: The automobile liability insurance policy (with coverage at least as broad as ISO form CA 00 01 for "any auto") must provide coverage of at least \$2,000,000 combined single-limit per accident for bodily or personal injury, death and property damage. The automobile liability policy must name City as an additional insured, and must include the first two endorsements required under subsection (D), below.

(4) *Workers' Compensation Insurance and Employer's Liability*: The workers' compensation and employers' liability insurance policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, providing coverage of at least \$1,000,000.00 or as otherwise required by the statute. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the California Department of Industrial Relations.

(B) **Notices and Expiration.** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case ten days written notice must be made to City. If an insurance carrier will not guarantee the provision of such notice to City, Contractor must require its insurance agent or broker to provide such notice to City. For purposes of this subsection 4.3(B), any material change in a required policy will be considered a cancellation and Contractor must immediately obtain a replacement policy acceptable to City. No later than 30 days before the expiration date of any required policy, Contractor must provide a renewed or updated certificate of insurance and the related endorsements in a form acceptable to the City Attorney.

(C) **Waiver of Subrogation.** Each required policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against City.

(D) **Required Endorsements.** The CGL policy, the builder's risk policy and the automobile liability policy must include the following specific endorsements:

(1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided is primary and no insurance held or owned by City may be called upon to contribute to a loss.

(4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(E) **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation.

4.4 **Warranty Bond.** Within ten days following issuance of the notice of award, Contractor must submit a warranty bond, using the form included with the Contract Documents, to guarantee its Work as specified in Article 11, Completion and Warranty Procedures. The warranty bond must be issued by a surety admitted in California for 10% of the final Contract Price or as otherwise specified in the Contract Documents. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City.

Article 5 - Contract Time

5.1 **Time is of the Essence.** Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) **General.** Contractor must commence the Work on the date indicated in the Notice to Proceed, and must complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time.

(B) **Authorization.** Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(C) **Rate of Progress.** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If City determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City's directive in this regard, City may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use City's own forces to achieve the necessary rate of progress. Alternatively, City may terminate the Contract based on Contractor's default.

5.2 **Schedule Requirements.** Contractor must prepare all schedules using standard scheduling software acceptable to the Engineer, and must provide the schedules in electronic and paper form as requested by the Engineer. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) **Baseline (As-Planned) Schedule.** Within ten calendar days following City's issuance of the Notice of Award (or as otherwise specified in the Special Conditions), Contractor must submit to the Engineer for review and acceptance a baseline (as-planned) schedule showing in detail how Contractor plans to perform and complete the Work within the Contract Time, including labor, equipment, materials and fabricated items using critical path methodology. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. The schedule should take into account the likely number of rain days each for each calendar month based on monthly rainfall averages over the previous ten-year period using data from reliable meteorological

records for the Project's location. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

(1) **Specialized Materials Ordering.** Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase orders date(s).

(B) **City's Review of Schedules.** City will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required under subsection 5.2(C) below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and must, within five working days, correct the schedule to address them. For purposes of this Section 5, a "working day" means a day that City is open for normal business, and excludes weekends and holidays observed by City.

(C) **Progress Schedules.** After City accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by City, for review and acceptance with each application for a progress payment, or when otherwise specified by City, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to the Engineer of any changes in the projected material or equipment delivery dates for the Project.

(1) **Float.** The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.

(2) **Failure to Submit Schedule.** Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which City has noted exceptions that are not corrected, City may withhold ten percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted; and City has accepted the schedule.

(D) **Recovery Schedule.** If City determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(E) **Effect of Acceptance.** Contractor and its Subcontractors must perform the Work in accordance with the most current approved schedule unless otherwise directed by City. City's acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect City's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

(F) **Posting.** Contractor must at all times maintain a copy of the most current City-accepted progress or recovery schedule posted prominently in its on-site office.

(G) **Reservation of Rights.** City reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by City or others, or to facilitate City's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) **Authorized Working Days and Times.** Contractor is limited to working Monday through Friday, excluding holidays, during the hours of 7:00 AM to 4:00 PM, including any equipment operation, truck hauling or deliveries, except as expressly provided in the Special Conditions or as authorized in writing by City. Contractor must also consider and coordinate its working hours with time constraints for City and private special events and other City activities in the Project vicinity. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

5.3 Delay and Extensions of Contract Time.

(A) **Notice of Delay.** If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that City has a reasonable opportunity to mitigate or avoid the delay.

(B) **Excusable Delay.** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, and diligence. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13.

(C) **Non-Excusable Delay.** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight and diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

- (1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;
- (2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for timely completion of the Work;
- (3) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for the timely performance and completion of the Work;
- (4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Worksite or review of the Contract Documents; or

(5) Contractor's financial inability to perform the Work, including insufficient funds to pay its Subcontractors or suppliers.

(D) **"Weather Delay Day."** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Worksite cleanup required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, City-approved schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day caused by rain days in excess of the number of rain days for that month based on reliable records for the preceding ten years, subject to the following limitations:

- (a) Contractor must comply with the applicable procedures in Article 5 and 6 of the General Conditions regarding requests to modify the Contract Time.
- (b) Normal Weather Delay Days which do not occur during a given month do not carry over to another month.
- (c) Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

(E) **Compensable Delay.** Pursuant to Public Contract Code section 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay.

(F) **Recoverable Costs.** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent City-approved progress schedule. Recoverable Costs will not include home office overhead or markup for overhead or profit.

(G) **Request for Extension of Contract Time or Recoverable Costs.** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within ten calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

(1) *Required Contents.* The request must include a detailed description of the cause(s) of the delay, and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.

(2) *Delay Days and Costs.* The request must specify the number of days of Excusable Delay claimed, or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed, or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of calendar days, if any, by which an Excusable Delay or a Compensable Delay exceeds a concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs for Compensable Delay, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City.

(4) *Burden of Proof.* Contractor has the burden of proving that: (a) the delay was an Excusable Delay or Compensable Delay, as defined above; (b) Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; (c) the delay will unavoidably result in delaying Final Completion; and (d) any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) *Legal Compliance.* Nothing in this provision is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code section 7102.

(6) *No Waiver.* Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City's right to assess liquidated damages for Non-Excusable Delay.

(7) *Dispute Resolution.* If there is a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on City's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the Dispute Resolution provisions set forth in Article 12 below.

5.4 Liquidated Damages. It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code section 7203, if

Contractor fails to achieve Final Completion within the Contract Time, City will charge Contractor in the amount specified in the Contract for each day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty.

- (A) **Liquidated Damages.** Liquidated damages will not be assessed for any Excusable or Compensable Delay, as set forth above.
- (B) **Milestones.** Liquidated damages will also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.
- (C) **Setoff.** City is entitled to set off the amount of liquidated damages assessed against any payments otherwise due to Contractor, including setoff against release of retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.
- (D) **Occupancy or Use.** Occupancy or use of the Project in whole or in part before Final Completion does not constitute City's acceptance of the Project and will not operate as a waiver of City's right to assess liquidated damages for Contractor's unexcused delay in achieving Final Completion.
- (E) **No Limitation on Other Remedies.** City's right to liquidated damages under this Section applies only to damages arising from Contractor's unexcused failure to complete the Work within the Contract Time. City retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, or for defective materials or workmanship.

Article 6 - Contract Modification

6.1 Contract Modification and Changes in Work. Modifications to the Contract are valid and legally binding only pursuant to a written, duly authorized and signed Change Order or Contract amendment. City also reserves the right to make changes in the Work without invalidating the Contract including reducing or eliminating portions of the Work or otherwise modifying the Work. City may direct changes in the Work, which may include Extra Work as set forth in subsection (B) below. Any change in the Work, whether directed by City or pursuant to Contractor's request for a Change Order under Section 6.2 below, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, which may include commensurate changes in the Contract Price or Contract Time as applicable. Contractor must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work.

- (A) **Disputes.** If there is a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. If City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, dispute the value of added or eliminated Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents or entitlement to changes in the Contract Price or Contract Time, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including

the Work in dispute, as directed by City. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(B) **Extra Work.** City may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on adjustments to the Contract Price or Contract Time for such work. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs ("Extra Work Report"). The Engineer will make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of such work. When an Extra Work Report(s) is agreed on and signed by both City and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

(C) **Remedy for Non-Compliance.** Contractor's failure to promptly comply with a City-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

6.2 Contractor Change Order Requests. Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) **Time for Submission.** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within ten calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If City requests that Contractor propose the terms of a Change Order, unless otherwise specified in City's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving City's request, in a form satisfactory to the Engineer.

(B) **Required Contents.** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, and subcontract amounts and if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) **Required Documentation.** All claimed costs must be documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions.

(D) **Required Form.** Contractor must use City's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by City.

(E) **Certification.** All Change Order requests must be signed by Contractor and must include the following certification:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any costs, expenses, or time extension request not included herein is deemed waived. Contractor understands that submission of claims which have no basis in fact or which Contractor knows to be false may violate the False Claims Act, as set forth in Government Code sections 12650 et seq."

6.3 Adjustments to Contract Price. The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods, but in the order provided with unit pricing taking precedence over the other methods:

(A) **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or schedule of values, will apply if unit pricing has previously been provided in Contractor's accepted bid schedule or schedule of values for the affected Work. No additional markup for overhead or profit will be added to the calculation.

(B) **Lump Sum.** An all-inclusive mutually agreed upon lump sum for the affected Work with no additional markup.

(C) **Time and Materials.** On a time and materials basis, which may include a not-to-exceed limit:

(1) All labor, materials and equipment used for Work paid on a time and materials basis is subject to approval by the Engineer, and compensation will be calculated as the total of the following sums:

- (a) All direct labor costs, meaning costs actually paid to or on behalf of workers for hourly wages, health and welfare benefits, pensions, vacation, or training, plus 15% markup;
- (b) All direct material costs, including sales tax, plus 15% markup;
- (c) All direct plant and equipment rental costs, plus 15% markup;
- (d) All direct subcontract costs, plus 5% markup for first tier subcontract costs only; and
- (e) Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

(2) The markups stated above constitute full compensation for any and all costs associated with the Work performed on a time and materials basis, including overhead, profit, workers' compensation, social security, unemployment insurance, taxes, cost of delay or disruption, and any other costs.

6.4 Unilateral Change Order. If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, disputes over the value of deleted or changed Work, disputes as to what constitutes Extra Work, or disputes as to quantities used, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in

the Contract Price or Contract Time up to the amount City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

6.5 Non-Compliance Deemed Waiver. Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

Article 7 - General Construction Provisions

7.1 Permits and Taxes.

(A) **General.** Unless otherwise specified in the Contract Documents, Contractor must obtain and pay for all permits, fees, or licenses required to perform the Work, including a City business license obtained within ten days following City's issuance of the Notice of Award. For City capital improvement projects, Contractor must obtain a "No Fee" encroachment and building permit from City's Development and Engineering Services Department. Contractor must also cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all notices, permits, licenses, and renewals required for the Work.

(B) **Federal Excise Tax.** Contractor must pay for all taxes on labor, material and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.

(C) **Local Tax Allocation.** Contractor and each Subcontractor performing Work with a value over \$5,000,000 must obtain a Board of Equalization sub-permit for the Project Site and allocate all eligible sale and use tax payments to the City. If applicable, before starting the Work, Contractor and Subcontractors will provide the City with a copy of its Board of Equalization account number and sub-permit.

7.2 Temporary Facilities. Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including onsite staging area(s) for material and equipment, a field office, sanitary facilities including enclosed toilets for Contractor's employees and Subcontractors, light, power and water, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any utility services incidental thereto.

(A) **Standards.** Temporary facilities must be safe and adequate for the intended use, and installed and maintained in accordance with all applicable federal, state, and local laws, codes, and regulations.

(B) **Staging Area.** Contractor must fence and screen the staging area(s), and its operation must minimize inconvenience to neighboring properties.

(C) **Utilities.** Contractor must install and maintain the light, power, water and all other utilities required for the Project site, including the piping, wiring, lamps and related equipment necessary to perform the Work. Contractor may not draw water from any City water source, except to extinguish a fire, without first obtaining a permit from City.

(D) **Removal and Repair.** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City's property or to other

property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

(E) **Additional Requirements.** Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

7.3 Noninterference and Additional Work Areas. Contractor must avoid interfering with City's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must notify the affected parties of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

(A) **Offsite Acquisition.** Contractor must acquire, use and dispose of, at its sole expense unless otherwise provided by City, any additional Work areas, easements, and temporary facilities necessary to access and perform the Work. Contractor's indemnity obligations under Section 4.2 above apply to any such acquisition, use or disposal.

(B) **Offsite Staging Area and Field Office.** If additional space beyond the Project site is needed for the staging area(s) or the field office, Contractor must make advance arrangements with the nearby property owner(s) to secure the space. Contractor may negotiate a license agreement(s) or easement(s) with the property owner(s) before submitting the Bid Proposal and must also secure any required use permit from City's Planning Division. Before using or occupying the area, Contractor must provide the Engineer with a copy of the license agreement(s) or easement(s) and the use permit, together with a written release from the property owner(s) holding City harmless from any related liability, in a form acceptable to the City Attorney.

7.4 Signs. No signs may be displayed on or about City's property, except signage which is required by law or by the Contract Documents, without City's prior written approval as to content, size, design, and location.

7.5 Worksite and Nearby Property Protections.

(A) **General.** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for providing security for and protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the Project has been accepted by City. Except as specifically authorized by City, Contractor must confine its operations to the area of the Project site indicated in the Drawings. With the Engineer's advance approval and at his or her direction, Contractor may use adjacent City right-of-way for Work operations during Work hours. Contractor is liable for any damage caused to the Work, City's property, the property of adjacent or nearby property owners (including real property, improvements and utilities and personal property), and the work or personal property of other contractors working for City.

(1) Subject to the Engineer's approval, Contractor will provide and install safeguards to protect the Work, the Worksite, City's real or personal property, and the real or personal property of adjacent or nearby property owners.

- (2) City's wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify the Engineer and establish a plan, subject to City's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.
- (3) Contractor must remove with due care, and store at City's request, any objects or material from the Project site that City will salvage or reuse at another location(s). Contractor must deliver the objects or material to any other site(s) in City that the Engineer designates.
- (4) If directed by Engineer, Contractor must promptly repair or replace any such property damage, as specified by the Engineer. However, acting in its sole discretion, City may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

(B) **Securing Project Site.** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless the Engineer approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents to address issues such as site security.

(C) **Unforeseen Conditions.** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Drawings or apparent from inspection of the Project site, Contractor must immediately submit a Request for Information to the Engineer and avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's direction, which may be stated in a Letter of Instruction, will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above. However, City will not extend the Contract Time due to Contractor's failure to submit a timely Request for Information.

(D) **Support; Adjacent Properties.** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to City's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by law.

(E) **Post-Construction Restoration.** Contractor must ensure, as part of the Work, that all parts of the construction are properly joined with existing and adjacent improvements and conditions, and must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the existing improvements, and the condition, finish and dimensions must match the existing improvements.

- (1) Contractor must replace, with thermoplastic, any existing striping within and adjacent to the Project site that is damaged during the Work. Partially damaged striping must be replaced in its entirety.

- (2) Contractor must replace any survey monuments that are damaged or removed during the Work, with a Record of Survey filed by a licensed Land Surveyor as required by State law.
- (3) Before removing any traffic control or street signs on the Project site, Contractor must take photographs showing their original locations. Upon completion of each phase of construction, Contractor must temporarily reset the signs at those locations. Contractor must then replace the signs permanently upon completion of the Work and the cost of their removal and replacement must be included in the Bid Proposal.
- (4) Contractor must maintain any rural mail boxes on the Project site and relocate them to their permanent locations as soon as possible in the course of the Work, to the satisfaction of the affected property owners and the postal service.

7.6 Materials and Equipment.

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment.

- (1) Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation, and must be installed in accordance with the manufacturer's recommendations or instructions.
- (2) Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work, and is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has recorded the notice of completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.
- (3) Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase orders date(s).

(B) **City-Provided.** If the Work includes installation of materials or equipment to be provided by City, Contractor is solely responsible for the proper examination, handling, storage, and installation of such items in accordance with the Contract Documents. Contractor must promptly notify City of any defects discovered in City-provided materials or equipment. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright protected materials, equipment, devices or processes that are incorporated into the Work. Contractor's

indemnity obligations in Article 4 applies to any claimed violation of intellectual property rights in violation of this provision.

(D) **Weighing and Metering Equipment.** Contractor must ensure that all scales and metering equipment used for the Project are inspected for accuracy and certified, within the previous 12 months before each use, by the California Bureau of Weights and Measures, the San Joaquin County Director or Sealer of Weights and Measures, or a scale mechanic registered with or licensed by San Joaquin County. The scale service agency's accuracy must meet all State legal standards pertaining to weighing devices. Contractor must present a certificate of compliance to the Engineer for approval before the agency's operation, and the certificate must be renewed at the Engineer's request at no cost to City. All scales must be arranged so they can be easily read from the operator's area. They must indicate true net weight without applying any factor and the scale figures must be clearly legible. Scales must be accurate to within one percent when tested with the plant shut down. Weighing equipment must be insulated against vibration or moving of other operating equipment in the area such that the error in weighing with the entire plant running will not exceed two percent for any setting or one and one-half percent for any batch.

(E) **Calibration of Testing Equipment.** Testing equipment, including pressure gauges, metering devices, hydraulic systems, force (load) measuring instruments and strain-measuring devices, must be calibrated by a testing agency acceptable to the Engineer at intervals not to exceed 12 months and also following repairs, modification or relocation of the equipment. Contractor must provide the calibration certificates at the Engineer's request.

7.7 Substitutions.

(A) **“Or Equal.”** Any Specification designating a material, product, or thing (collectively, “item”) or service by specific brand or trade name, followed by the words “or equal,” is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service.

(B) **Request for Substitution.** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier. A request for substitution must contain a description of any proposed changes to the Work required to accommodate the substitution.

(C) **Data Showing Equality.**

- (1) Contractor must, at its expense, have any proposed substituted item or service tested as required by the Engineer, to determine whether the physical, chemical or other characteristics, including quality, strength, durability, finish, efficiency, dimensions, service level and suitability, are such that the item or service will fulfill its intended function for the Project.
- (2) The Engineer must approve the test method(s), in his or her sole discretion, in advance of any test. Contractor will report the test results promptly to the Engineer, who will determine if the item or service is “equal.”

(D) **Substantiation.** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor's failure to timely provide all necessary substantiation, including any required

test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(E) **Burden of Proving Equality.** Contractor has the burden of proving the equality of the proposed substitution. City has sole discretion to determine whether a proposed substitution is equal, and City's determination is final.

(F) **Approval or Rejection.** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified.

(G) **Contractor's Obligations.** City's review of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents, including guarantee and warranty requirements. If Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

7.8 Testing and Inspection.

(A) **General.** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by the Inspector or the Engineer, at all times and locations during construction and/or fabrication and at any worksite, including at shops and yards as well as at the Project site. All manufacturers' application or installation instructions must be provided to the Inspector or the Engineer at least ten days before the first such application or installation. Contractor must, at all times, make the Work available for inspection.

(B) **Scheduling and Notification.** Contractor must cooperate with City in coordinating the inspections and testing. Contractor must submit samples of materials, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer no later than noon of the Working Day before any inspection or testing, and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least 48 hours in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing. Such costs, including the City's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

(1) **Materials Testing.** Contractor must submit samples of the Project materials to the Engineer, upon his or her request, before the materials are incorporated into the Work. Contractor will deliver the materials for any testing at the time and place designated by the Engineer, at no cost to City. Unless otherwise specified in the Special Conditions, the initial testing will be performed at City's cost. The Engineer will direct and supervise all testing, including the number and location of tests. Contractor must notify City in writing at least 15 days in advance of the use of any materials for the Project for which tests are required or requested, to allow sufficient time for City to perform the tests. Contractor's notice will name the proposed supplier and the source of the material(s).

(C) **Responsibility for Costs.** City will bear the initial cost of testing to be performed by independent testing consultants retained by City, subject to the following exceptions:

(1) Contractor will be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.

(2) Contractor will be responsible for inspection costs, at City's established rates, for inspection time lost because the Work is not ready or Contractor fails to appear for a scheduled inspection.

(3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor before the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs. If the Engineer requests to see a covered or concealed portion of the Work that was not subject to such testing or inspection, Contractor must promptly uncover the Work but may also submit a request for a Change Order for the cost of uncovering and then re-covering that portion of the Work. However, if the uncovered Work does not conform to the Contract Documents, Contractor must pay all such costs and will not be entitled to any adjustment to the Contract Time or Contract Price.

(4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.17 below, to protect testing personnel.

(5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) ***Contractor's Obligations.*** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work done without the required inspection(s) will also be subject to rejection by City. If Contractor fails to remove defective, noncompliant or rejected Work or material from the Project site within 14 days after City's written notice thereof, City may, without foregoing any other remedies under the Contract, remove, sell or otherwise dispose of the Work or material. Contractor will be entitled to the proceeds of any sale, but only in excess of the costs and damages for which Contractor is liable to City for the removal, including compensation for City's related services, expenses and any attorney's fees and costs incurred.

(E) ***Distant Locations.*** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations. Regardless of location, no materials or equipment for the Project will be shipped, and no processing, fabrication or treatment of the materials or equipment will be done, without passing inspection. The materials and equipment will also be subject to re-inspection at the Project site.

(F) ***Waiver of Testing Requirements.*** The Engineer, in his or her sole discretion, may waive material testing requirements under the Contract Documents and accept the manufacturer's written certificate of compliance or test data evidencing that the materials meet all requirements. A certificate of compliance is acceptable for authorizing the use of steel pipe in sizes less than 18 inches, and the use of vitrified clay, cast iron or ductile iron pipe in all sizes. However, City may sample or test, at any time, all materials used on the basis of a certificate of compliance. Any materials used for the Work on the basis of a

certificate of compliance does not relieve Contractor of the responsibility to only use materials that conform to the requirements of the Contract Documents.

(G) **Acceptance of Defective or Noncompliant Work.** City retains the option, at its sole discretion and by written notice to Contractor, to accept defective or noncompliant Work instead of requiring its removal or correction as set forth above in this Section 7.8. In such event, the Contract Price will be reduced by an amount equal to the difference between: the value to City of the Work had it been performed in compliance with the Contract Documents; and the value to City of the defective or noncompliant Work. If the remaining payments due to Contractor and retention under the Contract are not sufficient to cover the amount of the Contract Price reduction, Contractor must promptly pay the amount of the deficiency to City.

(H) **Final Inspection.** The provisions of this Section 7.8 apply to final inspection under Article 11, Completion and Warranty Provisions.

7.9 Worksite Conditions and Maintenance. Contractor must, at all times on a 24-hour basis and at its sole cost, maintain the Project site and the staging and storage areas in clean and neat condition and in compliance with any regulatory requirements for air quality and noise control. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) **Air Emissions and Noise Control.** Contractor must not discharge smoke, dust or any other air contaminants into the atmosphere in violation of any applicable law, regulation or rule. Contractor must also control the noise generated from construction to the Engineer's satisfaction and in compliance with any applicable law, regulation or rule. Use of an air compressor, jackhammer or other loud vibrating-sound device will be limited to operation on regular Work days between the hours of 8:00 AM to 4:30 PM.

(B) **Dust and Debris.** Contractor must minimize and confine dust and debris resulting from the Work, including as required by Chapter 7.24 of City's Municipal Code. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water- spraying truck for this purpose. If the Engineer determines that the dust control is not adequate, City may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Worksite and any dirt deposited on public streets. Contractor will also remove forms and form lumber as soon as practicable after stripping.

(1) **Construction Water.** Construction water from City hydrants will be available for the Project at no cost to Contractor. Before obtaining any water, Contractor must secure a permit from City and provide an approved water truck, installed with backflow prevention devices.

(C) **Clean up.** Before discontinuing Work in an area, Contractor must clean the area and remove all rubbish and debris along with the construction equipment, tools, machinery, waste and surplus materials. Except as otherwise specified, excess Project materials and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by City will be Contractor's property.

(1) Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on City streets. Materials and loose debris must be delivered and loaded to prevent dropping

materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way.

- (2) Contractor must handle and contain waste materials that are hazardous, dangerous or unsanitary separately from inert waste.
- (3) Streets affected by Work on the Project must be kept clean by street sweeping.

(C) **Disposal.** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets or into manholes or City's storm drain system. If the Engineer determines that any objects or materials removed from the existing improvements will be reused by City or have salvage value, Contractor must deliver them to City's corporation yard or to any other site the Engineer designates within the City, at Contractor's sole cost.

(E) **Completion.** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas.

- (1) Structures constructed must be free of rodents, insects, vermin and pests. Contractor must arrange and pay for, as part of the Work and within the Contract Time, any necessary extermination work. A licensed exterminator must perform such work, in compliance with all regulatory requirements. Contractor will be responsible for any injury to persons or property, and for eliminating offensive odors resulting from, any extermination operations.

(F) **Non-Compliance.** If Contractor fails to comply with its maintenance and cleanup obligations or any City cleanup order, City may suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price. Following written notification from City or its representative, City may also undertake appropriate cleanup measures without further notice and the cost will be deducted from any amounts due or to become due to Contractor.

7.10 Traffic Control and Parking Restrictions. Contractor must, at its sole cost, provide for the safe movement of vehicular, bicycle and pedestrian traffic through and around the Work site at all times during the course of the Project. Contractor must use signs, flag persons, pavement markings, barricades, lights, cones, and delineators as necessary, with minimal delay and inconvenience to the public. Contractor must also use only individuals trained in traffic control and traffic control flagging for the Project.

(A) **Traffic Control Plan.** Contractor must submit a traffic control plan(s) to City at the pre-construction conference, proposing Contractor's traffic control measures for the Project. The plan must conform with the *Manual of Uniform Traffic Control Devices* and the *Work Area Traffic Control Handbook* (Building News Incorporated P.O. Box 3031, Terminal Annex, Los Angeles, CA 90051). The plan must include scaled drawings for addressing traffic control at intersections and mid-blocks of the impacted streets during working and non-working hours, showing the proposed signs, traffic control devices and

flag persons to be used. The plan must be directed equally to the regulation and protection at all times of non-vehicular traffic, including pedestrians, bicyclists, joggers, skaters, and skateboarders. No traffic control may commence until the Engineer has reviewed and accepted the plan(s). Contractor may implement any revised traffic control plan(s) only after the Engineer's advance review and acceptance of the revised plan(s).

(B) **Traffic Control Devices.** Contractor must provide and maintain traffic control devices in sufficient quantities, types, and locations for safe and adequate traffic control and flow at all times. During hours of darkness, approved lights and flares must illuminate signs and hazards and alert approaching traffic. Barricades must be furnished and maintained along all open trenches. No Work may begin before the related traffic control devices have been placed, tested and, if required by City, adjusted and revised. Placement of all traffic control devices must conform with the *Manual of Uniform Traffic Control Devices* and the traffic control plan(s), and the device locations must be adjusted to suit the conditions of each detour and changing Project conditions. After any Work hazards have been removed, all traffic control devices and temporary signs must also be removed. Daily traffic control measures in the impacted areas must continue until Project cleanup activities have been completed and all of Contractor's equipment has been removed from the traveled way.

(C) **Traffic Control Detours.** Contractor must direct, divert and detour traffic through, around and adjacent to Work operations in accordance with the traffic control plan(s) and as otherwise specified in the Contract Documents.

(1) *Field Review of Detours.* Each traffic detour must be test-driven by the Engineer and Contractor's onsite superintendent immediately after the related traffic control devices are placed. The test drive must include approaches to the detour from each possible direction, and traverse the full length of each detour route. Contractor must adjust and revise all traffic control devices as needed, and the test drive must be repeated if the Engineer determines it to be necessary.

(2) *Diverting Bicycle and Pedestrian Traffic.* Whenever Work operations obstruct the flow of bicycle or pedestrian traffic, or present a hazard to bicycles or pedestrians in the vicinity, Contractor must take action to protect and separate bicycles and pedestrians from the Work area. Such actions may include placement of barricades between bicycles and pedestrians and the Work areas, placement of warning signs, and using personnel to protect and maintain access for approaching bicycles and pedestrians as the conditions warrant.

(3) *Diverting Vehicular Traffic.* Whenever Work operations obstruct the flow of vehicular traffic, or present a hazard to vehicles operating in the vicinity, Contractor must take action to warn, detour and otherwise protect approaching drivers and vehicles as the conditions warrant.

(4) *Flaggers.* Contractor must employ flaggers as necessary for each detour and at all locations where barricades and warning signs alone cannot control traffic movement. A warning sign must be placed ahead of the flaggers reading: "Flagger Ahead." The distance between the sign and the flaggers must be based on the average traffic speed for the location, allowing at least 50 feet for each 10 miles per hour. During hours of darkness, flagger stations must be illuminated so the flaggers are clearly visible to approaching traffic. Each flagger must wear a red or orange warning garment when flagging. Flaggers must be provided with approved red flags or Stop/Slow hand paddles, and two-way radios for communication. When flagging during hours of darkness, the flagger must signal with a red light or flare and must have a belt and suspender harness outside his or her garment fitted with reflectors or made from reflectorized cloth.

(5) *Notice to Agencies.* Contractor must notify the Engineer and all agencies having jurisdiction over the Work, in writing, at least 96 hours in advance, excluding holidays and weekends, before instituting any street or lane closure or detour. At the end of each Workday, Contractor must inform the Engineer, the Police Department and the Fire Department of the status of all detours, lane restrictions, and road closures. Contractor must also cooperate and coordinate with the trash collection agencies, public transit providers, U.S. Postal Service, and any other third parties as necessary, to allow them to maintain their existing service schedules in City during the course of the Work.

(6) *Emergency Vehicle Access Through Detours.* Contractor must provide for and not impede the movement of emergency vehicles through the Work area while all detours and street closures remain in effect.

(7) *Night Detours.* Contractor may not maintain any lane or road closure during non-Working hours without obtaining the Engineer's advance written approval. Contractor must restore travel lanes to their original alignment and configuration during non-Working hours by placing temporary asphalt pavement or bridging with steel plates. Contractor must also place "Rough Road" signs conforming to the *Manual of Uniform Traffic Control Devices* at uneven temporary pavement or bridging locations.

(8) *Temporary Traffic Lanes.* Temporary traffic lanes must be at least ten feet wide, and 11 feet wide around curves, with an additional two feet of clearance from curbs. The length of temporary lanes must be limited to the Work area under construction and the distance necessary to safely divert traffic.

(D) **Parking Restrictions.** Contractor must post no-parking signs at all locations necessary to establish Work areas and detour traffic. Signs must read "No Parking -- Construction Tow-away Zone" in all capital letters, state the day(s) and hours of the parking restrictions, and state the telephone number of the Police Department or other agency having jurisdiction over parking at that location. The Engineer must approve in advance the signs, their placement location, and the duration of the parking limits. The signs must be placed at least 72 hours before the parking restrictions take effect. The signs must be removed when no Work is under way and reposted at least 72 hours before the Work resumes. Contractor must contact and coordinate with the Police Department before removing any vehicles parked in violation of the signs. Contractor must also coordinate with the Police Department for enforcement and towing of any illegally parked vehicles, in compliance with the California Vehicle Code.

7.11 Instructions and Manuals. Contractor must provide to City three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed for this Project.

(A) **Submittal Requirements.** All manufacturers' application or installation instructions must be provided to the City at least ten days before the first such application. The instructions and manuals, along with any required guarantees, must be delivered to City for review.

(B) **Training.** Contractor or its Subcontractors must instruct City's personnel in the operation and maintenance of any complex equipment as a condition precedent to Final Completion, if required in the Contract Documents.

7.12 As-built Drawings. Contractor and its Subcontractors must prepare and maintain on the Worksite a detailed, complete and accurate as-built set of the Drawings which will be used solely for the purpose of recording changes made in any portion of the original Drawings in order to create accurate record drawings at the end of the Project.

(A) **Duty to Update.** The as-built drawings must be updated as changes occur, on a daily basis if necessary. Contractor must prepare and submit a set of red-lined as-built drawings for Engineer's review and approval at the end of each month. Progress payments may be delayed, in whole or in part, until the as-built drawings are brought up to date to the satisfaction of City. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities, etc., installed underground, in walls, floors, or otherwise concealed. Deviations from the original Drawings must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork, drain lines, etc., must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) **Final Completion.** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and approval as a condition precedent to Final Completion and Final Payment. Contractor must also deliver all Worksite copies to the Engineer upon completion of the Work.

7.13 Utilities.

(A) **Subsurface Infrastructure.** With reference to the requirements of Government Code sections 4216 through 4216.9, Contractor must identify, locate and protect subsurface infrastructure and installations, including service laterals, conduits, and appurtenances of any underground facility, the presence of which can be inferred from the Contract Documents or from visible facilities such as buildings, meters or junction boxes, before doing any Work that could damage such facilities or interfere with their service. Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Drawings, Contractor must assume that every parcel will be served by a connection for each type of utility. Contractor must not interrupt the service function or disturb the supporting base of any utility without authority from the utility owner or a City order.

(B) **Field Verification of Improvements and Utilities.** Existing and proposed improvements and utilities are shown on the Drawings in their approximate locations. Locations may not have been field-verified and City does not guarantee the accuracy and completeness of the information shown. Contractor must field-adjust proposed improvements to avoid conflicts with existing improvements. Contractor must also take reasonable care to determine the existence, location and depth of any underground improvements, facilities or utilities that are indicated on the Drawings, or indicated by field-locating services, or evidenced by facilities visible in the field. The fact that a utility, facility or improvement is not shown on the Drawings does not relieve Contractor of its responsibilities under this subsection. Contractor must become familiar with the type, material, age and condition of any utility that may be affected by the Work and pothole the utilities before working in the area to avoid damage. The Contract Price will not be increased for delays that result from Contractor's failure to field-verify or pothole existing utilities before commencing the Work. Potholing is included in the Contract Price and is not considered Extra Work.

(C) **Protection of Utilities.** Contractor must furnish and install, at its expense, any protection necessary to ensure support of the existing underground, overhead or at-grade

utilities shown on the Drawings, including their associated structures and service connections. Contractor must immediately notify the Engineer and the applicable utility owner if a utility is disturbed, disconnected or damaged during the Work. Contractor must also, without additional compensation, restore to its original condition any utility that is damaged. When placing concrete around or contiguous to a utility, Contractor must furnish and install, at its expense, a cushion of expansion joint material, clear opening, sleeve, or other suitable material approved by the Engineer, to prevent embedment or bonding of the utility with the concrete.

(D) ***Existing Utilities Not Identified by City.*** As required by Government Code section 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site, if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Drawings or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent such delay was caused by City's failure to provide for removal or relocation of the utility facilities.

(E) ***Removal of Abandoned Utilities.*** Unless otherwise specified in the Contract Documents, Contractor must remove all portions of interfering utilities shown on the Drawings as "abandoned" or "to be abandoned in place." Before commencing removal operations, Contractor must confirm with the utility owner that the abandonment is complete. The removal and disposal of utilities to be abandoned is considered part of the Work included in the Contract Price and is not considered Extra Work.

7.14 Notice of Excavation. Contractor must comply with all applicable operator requirements in Government Code sections 4216 through 4216.5. Government Code section 4216.2 requires that, except in an emergency, Contractor must contact the appropriate regional notification center, or Underground Services Alert at 800-642-2444 (for Northern California), at least two working days but not more than 14 calendar days before starting any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations, and, if practical, Contractor must delineate with white paint or other suitable markings the area to be excavated. Contractor may not begin excavation until it has obtained and submitted to Engineer an inquiry identification number from Underground Services Alert.

7.15 Trenching and Excavations. The maximum length of any open trench under the Project is 200 feet or the distance that pipe can be installed in a single day, unless the Engineer directs otherwise in writing. Backfill and resurfacing must comply with City of Tracy Standard Plan 501 for Trenching and Resurfacing, unless otherwise indicated in the Special Conditions. Trenches must be backfilled and covered with two inches of cutback in paved areas, or bridged with tack-welded steel plates at the end of each Work day. Cutback must be placed around plate edges to provide a smooth transition and to secure against displacement. As soon as possible following excavation, but no later than 14 Days, Contractor must backfill each excavation and restore the site and existing improvements to their pre-excavation condition, unless otherwise specified in the Contract Documents.

7.16 Trenching and Excavations of Four Feet or More. As required by Public Contract Code section 7104, if the Work includes digging trenches or other excavations that

extend deeper than four feet below the surface, the following provisions in this Section apply to the Work and the Project.

(A) **Duty to Notify.** Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if Contractor finds any of the following conditions:

- (1) Material that Contractor believes may be a hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law;
- (2) Subsurface or latent physical conditions at the Worksite differing from those indicated by information about the Worksite made available to bidders before the deadline for submitting bids; or
- (3) Unknown physical conditions at the Worksite of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) **City Investigation.** City will promptly investigate the conditions and if City finds that the conditions do materially differ or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, City will issue a Change Order.

(C) **Disputes.** If a dispute arises between City and Contractor regarding any of the conditions specified in subsection (A) above, Contractor will not be excused from completing the Work within the Contract Time, but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes between Contractor and City.

7.17 Trenching of Five Feet or More. As required by Labor Code section 6705, if the Contract Price exceeds \$25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to City or its civil or structural engineer, for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

7.18 New Utility Connections. City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify City sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.

7.19 Shut Down Notification. Contractor must coordinate any shut down of water main, sewer main or lateral service with the Engineer, City's Public Works Maintenance Department, and the affected property owners. Contractor must notify the Engineer in writing at least 72 hours in advance of a shut down. Except for scheduled shutdowns and emergency situations, Contractor must notify all customers and affected parties of a shut down in writing at least 48 hours in advance, and in person at least four hours in advance, to allow adequate draw time. Contractor must follow all City requirements for exercising and shutting off water valves on main lines and any required materials will be

at the Work site before the shutdown is requested. Contractor will expedite the Work until the affected water or sewer lines are back in service.

7.20 Lines and Grades. Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California Licensed Surveyor or a California Registered Civil Engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Contractor must provide horizontal control and cut sheets to Engineer immediately following the setting of construction or boundary markers. Contractor also must set the grades for underground conduits on the ground surface and transfer them to the bottom of the trenches. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans.

7.21 Historic or Archeological Items.

(A) **Contractor's Obligations.** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archaeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").

(B) **Discovery; Cessation of Work.** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 100-foot radius of the find and may not resume until authorized in writing by City. If required by City, Contractor must assist in protecting or recovering the Historic or Archeological Items, any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. Any suspension of Work required due to discovery of Historic or Archeological Items will be treated as a suspension for convenience under Article 13.

7.22 Environmental Control. Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must conduct the Work in a manner that prevents the release of hazardous material or hazardous waste into the soil or groundwater, and prevents the unlawful discharge of pollutants into City's storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all applicable federal, state, and local laws and regulations concerning pollution of waterways.

(A) **Storm water Permit.** Contractor must comply with all applicable conditions of the State Water Resources Control Board national Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm water Runoff Associated with Construction Activity ("Storm water Permit").

(B) **Contractor's Obligations.** If required for the Work, a copy of the Storm water Permit is on file in City's principal administrative offices, and Contractor must comply with the same without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Storm water Permit, Contractor must comply with all other applicable state, municipal or regional laws, ordinances, rules or regulations governing discharge of storm water, including applicable municipal storm water management programs.

Article 8 - Payment

8.1 Schedule of Values. Before submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

(A) **Measurements for Unit Price Work.** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods stipulated in the Contract Documents. Unless otherwise specified, the following standards apply:

- (1) Quantities of Work will be determined from measurements or dimensions in the horizontal planes. Stationing will be along the street centerline. Lengths of sanitary sewers, storm drains and water lines will be measured as the horizontal distances from the center to center of structures, rounded to the nearest foot, and lengths of all return radii and curb data will be measured along the face of curb.
- (2) Volumetric quantities will be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimensions. Measurements will be according to U.S. Standard Measures. A pound will be an avoirdupois pound. A ton will be 2,000 pounds avoirdupois. The U.S. gallon is the unit of liquid measure.
- (3) Weight quantities will be determined on certified platform scales or, when the Engineer approves, on an automated weighing and recording system. Contractor must furnish the Engineer with duplicate licensed weighmaster's certificates showing the actual net weights. City will accept the certificates as evidence of the weights delivered.

(B) **Increases or Decreases in Unit Price Work.** If the actual quantity for a bid item is increased or decreased by more than 25 percent of the estimated quantity on the Bid Schedule, the City may, but is not obligated to, adjust the unit price pursuant to subsection (1) or (2), as applicable. The Engineer will determine whether a given increase or decrease in a quantity exceeds 25 percent, and the Engineer's determination is final. No adjustment in unit pricing will be made until after all Work involving that bid item is completed, and the final quantity has been determined by the Engineer.

- (1) For quantity increases of more than 25 percent, the unit price may be adjusted based on the difference between unit price and the actual unit cost for the additional quantity. The Engineer's determination will be based on time and materials only, and will not include fixed costs or markup for overhead, profit, or other indirect costs. For purposes of this Section 8.1, "fixed costs" means the Contractor's direct costs for labor, material, or equipment to perform or supply the bid item, which costs remain constant regardless of the item quantity.
- (2) For quantity decreases of more than 25 percent, the unit price may be adjusted based on the difference between the unit price and the actual unit cost, inclusive of the item's fixed costs.

(C) **Deleted or Reduced Work.** Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material or equipment costs

for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for lost profits.

8.2 Progress Payments. Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) **Application for Payment.** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Worksite, as well as authorized and approved Change Orders. Each pay application must be supported by Contractor's schedule of values and any other substantiating data required by the Contract Documents. Contractor must also warrant, upon submitting each pay application, that all Work which City has previously paid for is free and clear of any claim, stop notice, security interest, or encumbrance in favor of Contractor, a Subcontractor, or any other person or entity making a claim(s) based on labor, materials or equipment related to the Work.

(B) **Payment of Undisputed Amounts.** City will pay the undisputed amount due within thirty (30) days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code section 20104.50. City will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may deduct additional amounts as set forth in Section 8.3, below.

8.3 Adjustment of Payment Application. City may adjust, withhold from or reject a payment application, including application for Final Payment, in whole or in part, based upon any of the circumstances listed below. Contractor will be notified in writing of the basis for the adjustment, withholding, or rejection, and amounts withheld temporarily will be released once the basis for that withholding has been remedied and no longer exists.

(A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work;

(B) For loss or damage caused by Contractor or its Subcontractor(s) arising out of or relating to performance of the Work or any failure to protect the Worksite, City may deduct an amount based on the estimated cost to repair or replace, including for any claim(s) filed or reasonable evidence indicating the likely filing of a claim(s);

(C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount sufficient to compensate unpaid subcontractors and suppliers;

(D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work;

(E) For any unreleased stop notice, City may withhold 125% of the amount claimed;

(F) For Contractor's failure to submit any required schedule or schedule update in the manner and within the time specified in the Contract Documents, City may withhold or deduct an amount equal to five percent of the total amount requested;

- (G) For Contractor's failure to maintain or submit as-built documents in the manner and within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City's cost to prepare the as-builts;
- (H) For Work performed without approved Shop Drawings, when approved Shop Drawings are required before proceeding with the Work, City may deduct an amount based on the estimated costs to correct unsatisfactory Work or diminution in value;
- (I) Contractor's payroll records are delinquent or inadequate;
- (J) Contractor's waste or disposal of materials in a manner not anticipated or required under the Contract Documents, including the cost of: rejected materials not unloaded from vehicles; rejected materials after placement; materials placed outside Plan lines; materials that were delivered but not incorporated into the Work; or disposal of rejected or excess materials;
- (K) For fines assessed under the Labor Code, as required by law; or
- (L) For any other costs or charges that may be offset against payments due, as provided in the Contract Documents, including liquidated damages.

8.4 Acceptance of Work. Neither City's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

8.5 Retention. City will retain five percent (5%) of the amount due on each progress payment, or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work.

(A) **Substitution of Securities.** As provided by Public Contract Code section 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Any escrow agreement entered into pursuant to this provision must comply with Public Contract Code section 22300, and will be subject to approval as to form by City's legal counsel.

(B) **Release of Undisputed Retention.** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld under Section 8.3 or 8.6, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by City's governing body or authorized designee pursuant to Section 11.1(D) below, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete under Public Contract Code section 7107(c).

8.6 Setoff. City is entitled to set off any amounts due from Contractor against any payments due to Contractor. City's entitlement to setoff includes progress payments as well as Final Payment and release of retention.

8.7 Payment to Subcontractors and Suppliers. Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Worksite by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of the law, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) **Withholding for Stop Notice.** City will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by City for the costs

incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

(B) **Joint Checks.** City reserves the right to issue joint checks made payable to Contractor and its Subcontractors or suppliers. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by City. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

8.8 Final Payment. Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. The date of Final Payment is deemed to be effective on the date that City acts to release retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.

8.9 Release of Claims. City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written waiver and release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code section 7100. Any disputed amounts may be specifically excluded from the release.

8.10 Warranty of Title. Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

Article 9 - Labor Provisions

9.1 General. This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions. Contractor shall comply with all other applicable federal, state, and local laws, regulations and policies pertaining to labor standards insofar as those laws, regulations and policies apply to the performance of this Contract, including any applicable City employment requirements including but not limited to the City's Local Hiring Policy(attached as Exhibit 1 to this Contract).

9.2 Discrimination Prohibited. Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable federal and California laws including the California Fair Employment and Housing Act (Government Code sections 12900 et seq.), Government Code section 11135, and Labor Code sections 1735, 1777.5, 1777.6, and 3077.5.

9.3 Labor Code Requirements.

- (A) **Eight Hour Day.** Under Labor Code section 1810, eight hours of labor constitute a legal day's work under this Contract.
- (B) **Penalty.** Under Labor Code section 1813, Contractor will forfeit to City as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code section 1815.
- (C) **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is incorporated by reference.
- (D) **Notices.** Under Labor Code section 1771.4, Contractor is required to post all job site notices prescribed by law or regulation.

9.4 Prevailing Wages. Each worker performing Work under this Contract that is covered under Labor Code section 1720 or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and available online at <http://www.dir.ca.gov/dlsr>. Contractor must post a copy of the applicable prevailing rates at the Worksite.

- (A) **Penalties.** Under Labor Code section 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to \$200.00 for each calendar day, or portion a day, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
- (B) **Federal Requirements.** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the current applicable prevailing wage rates under federal law, available online at <http://www.access.gpo.gov/davisbacon/ca.html>.

9.4 Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, which are incorporated by this reference, including requirements for electronic submission of payroll records.

- (A) **Contractor and Subcontractor Obligations.** Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - (1) The information contained in the payroll record is true and correct.
 - (2) Contractor or Subcontractor has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) ***Certified Record.*** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, or to the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, and as further provided by the Labor Code.

(C) ***Enforcement.*** Upon notice of noncompliance with Labor Code section 1776, Contractor or Subcontractor has ten days in which to comply with requirements of this section. If Contractor or Subcontractor fails to do so within the ten day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from progress payments then due.

9.5 Labor Compliance. Under Labor Code section 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

Article 10 - Safety Provisions

10.1 Safety Precautions and Programs. Contractor and its Subcontractors are responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable safety laws, rules and regulations and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite, materials and equipment stored on or off site, and property at or adjacent to the Worksite.

(A) ***Reporting Requirements.*** Contractor must immediately provide a written report to City of all recordable accidents and injuries occurring at the Worksite. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.

(B) ***Legal Compliance.*** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by law or regulation.

(C) ***Contractor's Obligations.*** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(D) ***Remedies.*** If City determines, in its sole discretion, that any part of the Work or Worksite is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.

10.2 Hazardous Materials. Unless otherwise specified, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Worksite that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected

areas reasonably believed to be safe, but must immediately cease Work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

10.3 Material Safety. Contractor is solely responsible for complying with section 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Material Safety Data Sheets ("MSDS") at the Worksite, as required by law, for materials or substances used or consumed in the performance of the Work. The MSDS will be accessible and available to Contractor's employees, Subcontractors, and City.

(A) **Contractor Obligations.** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Worksite and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.

(B) **Labeling.** Contractor must ensure proper labeling on any material brought onto the Worksite so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

10.4 Hazardous Condition. Contractor is responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Such conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Worksite condition, the method of construction, or the way any Work must be performed.

10.5 Confined Space Entry Program. If the Work requires entry into a "permit-required confined space," as defined under 29 CFR 1910.146(b) Contractor must implement, administer and maintain a confined space entry program ("CSEP") in full compliance with applicable law and related regulations before performing any Work in the space. A copy of the permit must be available at all times on the Work site for review by Contractor, Subcontractor and City personnel. All manholes, tanks, vaults, pipelines, excavations or other enclosed or partially enclosed spaces will be considered permit-required confined spaces until any pre-entry procedures demonstrate otherwise. Before starting the Work, Contractor must submit its CSEP to the Engineer for review and approval. The CSEP must address all potential physical and environmental hazards and contain procedures for safe entry into the spaces. Contractor must consider all costs of the CSEP, including the associated equipment and personnel, as part of the bid items for which the CSEP is required. City will not pay additional compensation to Contractor for CSEP compliance.

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

(A) **Final Inspection and Punch List.** When the Work required by this Contract is performed, Contractor must provide written notification to the Project Manager requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor's primary representative for this Project and its superintendent. Based on this inspection, City will prepare a punch list of items that are incomplete, incorrectly installed, or not

operating as required by the Contract Documents. The punch list may include City's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any such item from this punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. City will deliver the punch list to Contractor and will specify the time by which all of the punch list items must be completed or corrected.

(B) **Requirements for Final Completion.** Final Completion will be achieved upon completion or correction of all punch list items, as verified by inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents, and submission of all final submittals, including a warranty bond as required under Section 4.4 and instructions and manuals as required under Article 7, all to City's satisfaction.

(C) **Acceptance.** Following Final Completion, the Project will be considered accepted upon City Council action during a public meeting to accept the Project or if the Engineer or other designee is authorized to accept the Project, the Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. After the Engineer issues the notice of acceptance, City will file a notice of completion with the County Recorder.

(D) **Final Payment.** City will not make Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, City may elect to accept the Project and record the notice of completion, and withhold up to 150% of City's estimated cost to complete the remaining items from Final Payment.

11.2 **Warranty.**

(A) **General.** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) **Warranty Period.** Contractor's warranty must guarantee its Work for a period of one year from the date of recordation of the notice of completion (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) **Warranty Documents.** As a condition precedent to acceptance, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) **Subcontractors.** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor expressly agrees to act as co-guarantor of such Work.

(E) **Contractor's Obligations.** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the

expiration of the Warranty Period as to any defects in Work for which Contractor was notified before expiration of the Warranty Period.

(F) ***City's Remedies.*** If Contractor fails to correct defective Work within ten days following notice by City, or sooner if required by the circumstances, City may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse City for its costs in accordance with subsection H below.

(G) ***Emergency Repairs.*** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, Contractor agrees that City may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse City for its costs in accordance with subsection H below.

(H) ***Reimbursement.*** Contractor must reimburse City for its costs to repair under subsections (F) or (G), above, within 30 days following City's submission of a demand(s) for payment pursuant to this provision. Costs subject to such reimbursement include all of City's direct, indirect and consequential expenses incurred for correcting the defective Work, such as the fees and charges for labor, material, equipment, engineers, architects, attorneys and any other professionals needed. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor is solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein in addition to any and all costs City incurs to correct the defective Work.

11.3 Use Before Final Completion. City reserves the right to occupy or make use of the Project, or any portions of the Project, before to Final Completion if City has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, before Final Completion. City will notify Contractor in writing of its intent to occupy or make use of the Project or any portions of the Project, pursuant to this provision.

(A) ***Non-Waiver.*** Occupation or use before Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of City's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) ***City's Responsibility.*** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract Time.

11.4 Substantial Completion. For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project before recordation of the notice of completion, except for warranty work performed under this Article.

Article 12 - Dispute Resolution

12.1 Claims. This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) **Definition.** “Claim” means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by City, in whole or in part.

(B) **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(C) **Scope of Article.** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount, and applies in addition to the provisions of Public Contract Code Section 9204 and Sections 20104 et seq., which are incorporated by reference herein.

(D) **No Work Delay.** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of the Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

12.2 Claims Submission. The following requirements apply to any Claim subject to this Article:

(A) **Substantiation.** The Claim must be submitted to City in writing, clearly identified as a “Claim” submitted pursuant to this Article 12, and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City’s written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or delay costs must be substantiated with schedule analysis and narrative depicting and explaining claimed time impacts.

(B) **Claim Format.** A Claim must be submitted in the following format:

(1) General introduction, specifically identifying the submission as a “Claim” submitted under this Article 12.

(2) Relevant background information, including identification of the specific demand at issue, and the date of City’s rejection of that demand.

(3) Detailed explanation of the issue(s) in dispute. For multiple issues, separately number and identify each issue and include the following for each separate issue:

- (a) The background of the issue, including references to relevant provisions of the Contract Documents;
- (b) A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;
- (c) A chronology of relevant events;
- (d) The identification and attachment of all supporting documents (see subsection (A), above, on Substantiation); and
- (e) Use of a separate page for each issue.

(4) Summary of issues and damages.

(5) The following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim are true and correct. Contractor warrants that this Claim is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay claim not included herein are deemed waived. Contractor understands that submission of a Claim which has no basis in fact or which Contractor knows to be false may violate the False Claims Act (Government Code Section 12650 et seq.)."

(C) **Submission Deadlines.**

(1) A Claim must be submitted within 15 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment, or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment, under Section 8.8, above.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. ***Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.***

12.3 City's Response. City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and Contractor or as otherwise allowed under Public Contract Code section 9204. However, if City determines that the Claim is not adequately documented, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim. If Contractor fails to submit the additional

documentation to City within 15 days of receipt of City's request, the Claim will be deemed waived.

(A) **Additional Information.** If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor.

(B) **Non-Waiver.** Any failure by City to respond within the times specified above may not be construed as acceptance of the Claim in whole or in part, or as a waiver of any provision of these Contract Documents.

12.4 Meet and Confer. If Contractor disputes City's written response, or City fails to respond within the specified time, within 15 days of receipt of City's response, or within 15 days of City's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify City of the dispute in writing of the sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to dispute City's response in writing within the specified time, Contractor's Claim will be deemed waived.

(A) **Schedule Meet and Confer.** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) **Location for Meet and Confer.** The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) **Written Statement After Meet and Confer.** Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) **Submission to Mediation.** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the disputed portion(s) will be submitted for mediation, as set forth below.

12.5 Mediation and Government Code Claims.

(A) **Mediation.** Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code section 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. The parties will share the costs of mediation equally, except costs incurred by each party for its representation by legal counsel or any other consultants.

(B) **Government Code Claims.**

(1) Timely presentment of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including

any continuations, if the Claim is not resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

12.6 Tort Claims. This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.

12.7 Arbitration. It is expressly agreed, under California Code of Civil Procedure Section 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

12.8 Damages. Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to recovery of any alleged home office overhead. The Eichleay Formula or similar formula may not be used for any recovery under the Contract. Contractor is not entitled to consequential damages, including home office overhead or any form of overhead not directly incurred at the Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract.

12.9 Other Disputes. The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

13.1 Suspension for Cause. In addition to all other remedies available to City, if Contractor fails to perform or correct Work in accordance with the Contract Documents, City may immediately order the Work, or any portion of it, suspended until the cause for the suspension has been eliminated to City's satisfaction.

(A) **Failure to Comply.** Contractor will not be entitled to an increase in Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

(B) **No Duty to Suspend.** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

13.2 Suspension for Convenience. City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience, and not due to any act or omission by Contractor or its Subcontractors. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by City except for taking measures to protect completed or in progress Work as directed in the suspension notice. The Contract Price and the Contract Time will be equitably adjusted by Change Order to reflect the cost and delay impact occasioned by such suspension for convenience. However, the Contract Time will not be adjusted if the suspension will not delay Final Completion by the Contract Time.

13.3 Termination for Default. Contractor may be deemed in default for a material breach of or inability to perform the Contract, including Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct rejected Work; disregard of laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Project; lack of financial capacity to complete the Work within the Contract Time; or responsibility for any other material breach of the Contract requirements.

(A) **Notice.** Upon City's determination that Contractor is in default, City may provide Contractor and its surety written notice of default and intent to terminate the Contract.

(B) **Termination.** Within seven calendar days after notice of intent to terminate for default has been given, unless the default is cured or arrangements to cure the default have been made and memorialized in writing, to City's satisfaction, City may terminate the Contract by written notice to Contractor with a copy to Contractor's surety.

(C) **Waiver.** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond, within seven calendar days from the date of the notice of termination, Contractor's surety will be deemed to have waived its right to complete the Work under the Contract, and City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by City to complete the Work following termination. In addition, City will have the right to use any materials, supplies, and equipment belonging to Contractor and located at the Worksite for the purposes of completing the remaining Work.

(D) **Wrongful Termination.** If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience, in Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including consequential damages, lost opportunity costs or lost profits.

13.4 Termination for Convenience. City reserves the right to terminate all or part of the Contract for convenience upon written notice to Contractor. Upon receipt of such notice, Contractor must: (A) immediately stop the Work, under any terms or conditions that may be specified in the notice; (B) comply with City's instructions to protect the completed Work and materials; and (C) use its best efforts to minimize further costs. Subject to City's directions in the notice, Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated. Contractor must also promptly cancel all existing subcontracts that relate to performance of the discontinued Work.

(A) **Compensation to Contractor.** In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

(1) **Completed Work.** The value of its Work satisfactorily performed to date, including (a) Project overhead and profit based on Contractor's schedule of values, (b) unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work, and (c) any proven losses related to materials and equipment directly resulting from the termination;

- (2) **Demobilization.** Actual and substantiated demobilization costs; and
- (3) **Markup.** Five percent of the total value of the Work performed as of the date of notice of termination or five percent of the value of the Work yet to be completed, whichever is less.

13.5 Effect of Any Contract Termination. Upon any termination pursuant to this Article, City may enter upon and take possession of the Project and the Work. City may also take possession of, for the sole purpose of completing the Work, all of Contractor's tools, equipment and appliances, and all materials on the Work site or stored off the Work site that will be incorporated in the Work. Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising before the termination date.

Article 14 - Miscellaneous Provisions

- 14.1 Assignment of Unfair Business Practice Claims.** Under Public Contract Code section 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to 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 Contract or subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.
- 14.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be amended accordingly.
- 14.3 Waiver.** City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.
- 14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.
- 14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that that bids were due.

END OF GENERAL CONDITIONS



DIR Registration# 1000013487

REVISED BID PROPOSAL

Date: July 21, 2023

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Attn: Leisser Mazariegos

RE: 370 ARBOR ROAD CONTAINER INFRASTRUCTURE Tracy, Ca-Electrical

Mr. Mazariegos

We are pleased to submit our revised proposal reviewing the substructure scope to be done by others on the above project as follows:
Site Electrical per - E101, E201 and E202 Dated 4/19/23

Project notes: Descriptions		Unit	Qty	Unit Price	Total
1 to 5 Existing no new work at this time		n/a			0.00
6	Furnish and install ,SEE SEE FEEDER SCHEDULE ON E201 FOR CONDUCTOR SIZES. PROVIDE CONDUCTORS AND TERMINATE IN BUILDING PANEL BOARD AT EACH CONTAINER (Conduits By Others)	LS	1	58,975.00	58,975.00
7	Furnish and install, PROVIDE NEW 120/240V, 1 , 3W, 200A PANELBOARD F1 IN ELECT. ROOM. (Conduits installed by others)	LS	1	11,650.00	11,650.00
8	Not Used	n/a		0.00	0.00
9	MODIFY ELECTRICAL PANEL PER KEYNOTE #7. FIELD COORDINATE EXACT LOCATION OF NEW BREAKERS (Breakers FURNISH BY OTHERS)	EA	2	11,350.00	22,700.00
10	Furnish and install CIRCUIT TO NEW PANELBOARD F1 IN CONTAINER F ELECTRICAL ROOM (SEE KEYNOTE #7) (CONDUITS INSTALLED BY OTHERS)	LS	1	11,975.00	11,975.00
11	Furnish and install ELECTRICAL HANHOLE ADJACENT TO EXISTING GENERATOR DISTRIBUTION PANEL. ROUTE CONDUCTORS VIA HANHOLE TO GENERATOR DISTRIBUTION PANEL AND TERMINATE AS NECESSARY, COORDINATE WITH GENERATOR VENDOR. (BY OTHERS)	n/a		0.00	0.00
12	Furnish and install WEATHERPROOF OUTLET BOX WITH COVER NEAR BASE, PROVIDE 3#12 WEATHER RESISTANT WIRING UP THROUGH INTERIOR OF POLE UP TO OUTLET BOX NEAR LOCATION OF CAMERAS (TBD, APPROX. 15+' ABOVE GRADE) & PROVIDE 12" SLACK FOR USE BY SECURITY VENDOR. CONFIRM ALL WITH SECURITY VENDOR PRIOR TO ROUGH-IN. (POLES AND FOUNDATION ALONE WITH SECURITY CAMERAS BY OTHERS)	EA	8	3,895.00	31,160.00
	Mobilization	LS	1	18,650.00	18,650.00
				Total Bid	155,110.00

Exclusions:

Bond- Our bonding rate is .75% and available upon request

Fees, permits, inspection fees, encroachment permits, traffic control, engineering staking, surveying or layout, off haul of spoils or handling of contaminated materials, asphalt or concrete removal or restoration, false work, painting, clearing and grubbing, tree trimming and removal, root removal or cutting, WPCP and SWPPP, dewatering.

LEED/CALGreen/local recycling program participation and/or submittals
3rd party independent testing, harmonic testing/analysis, power coordination study,
Arc-Flash Risk Analysis (AFRA) study, building electrical, USA markings removal
Hard rock excavation and drilling or blasting, C-19 third party jobsite accountability safety supervisor
adjusting or modifying existing utilities unless noted on our plans

ALL SUBSTRUCTURE - WORK DONE BY OTHERS

Inclusions:

Lump sum items are to be billed 100% upon completion regardless of quantities.

Unit price items are to be adjusted if quantity is reduced by more than 25%.

This bid expires in 30 days. Proposal is based on project built in 2023 (add 5% for work done for each additional year to cover labor increases).

Work to be performed during normal M-F working hours

GC to provide concrete washout area

If you have any questions please do not hesitate to call me

Thank you,

Mike Tennyson
Estimator
925-766-4042

ABBREVIATIONS:	
ACT	ACOUSTICAL CEILING TILE
A/C	AIR CONDITIONER
ADJ	ADJACENT
AFF	ABOVE FINISH FLOOR
ALUM	ALUMINUM
ALT	ALTERNATE
ARCH	ARCHITECT
BD	BOARD
BLDG	BUILDING
BLKG	BLOCKING
BM	BENCH MARK
BO	BOTTOM OF
BOT	BOTTOM
BTWN	BETWEEN
CB	CATCH BASIN
CBC	CALIFORNIA BUILDING CODE
C-C	CENTER TO CENTER
CFCI	CONTRACTOR FURNISHED & CONTRACTOR INSTALLED
CIP	CAST IN PLACE
CJ	CONTROL JOINT
CL	CENTER LINE
CLG	CEILING
CLG HT	CEILING HEIGHT
CLR	CLEAR
CO	CLEANOUT
COL	COLUMN
CONC	CONCRETE
CONT	CONTINUOUS
CTR	CENTER
DEPT	DEPARTMENT
DET	DETAIL
DIA	DIAMETER
DIM(S)	DIMENSION(S)
DN	DOWN
D	DEEP
DWG(S)	DRAWING(S)
E	EAST
(E)	EXISTING
EA	EACH
EF	EACH FACE
EJ	EXPANSION JOINT
ELEC	ELECTRICAL
EL/ELEV	ELEVATION
ENG/ENGR	ENGINEER
ENGR	ENGINEER
EQ	EQUAL
EQPM	EQUIPMENT
ES	EACH SIDE
EXP	EXPANSION
FC	FACE OF CURB
FDC	FIRE DEPARTMENT CONNECTION
FDN	FOUNDATION
FE	FIRE EXTINGUISHER/WALL BRACKET
FEC	FIRE EXTINGUISHER CABINET
FF	FINISH FLOOR
FH	FIRE HYDRANT
FIN.	FINISH
FL	FLOW LINE
FLR	FLOOR
FLUOR	FLUORESCENT
FOC	FACE OF CURB
FP	FIRE PROTECTION
FT	FOOT OR FEET
FTG	FOOTING
FURN	FURNITURE
FW	FIRE WATER
GA	GAUGE OR GAGE
GALV	GALVANIZED
GALV STL	GALVANIZED STEEL
GC	GENERAL CONTRACTOR
GL	GLASS or GLAZED
GRND	GROUND ELEVATION
GSF	GROSS SQUARE FEET
GYP	GYPSUM
HM	HOLLOW METAL
HP	HIGH POINT
HR	HOUR
HT	HEIGHT
HVAC	HEATING/VENTILATION/AIR CONDITIONING
HW	HOT WATER
ICB	IRRIGATION CONTROL BOX
ID	INSIDE DIAMETER
IN	INCHES
INC	INCORPORATED
INFO	INFORMATION
INT	INTERIOR
INV	INVERT ELEVATION
IRR	IRRIGATION
ISA	INTERNATIONAL SYMBOL OF ACCESSIBILITY
LGTH	LENGTH
LBS	POUND
LIN	LINEAR, LINEAL
MAINT	MAINTENANCE
MATL	MATERIAL
MAX	MAXIMUM
MECH	MECHANICAL
MFR	MANUFACTURER
MH	MANHOLE
MISC	MISCELLANEOUS
MIN	MINIMUM
MTL	METAL
(N)	NEW
N	NORTH
NA or N/A	NOT APPLICABLE/AVAILABLE
NIC	NOT IN CONTRACT
NO	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER (DIM.)
OPP	OPPOSITE HAND
OPNG	OPENING
OPTL	OPTIONAL
PART	PARTIAL OR PARTICLE
PC	POLISHED CONCRETE
PERF	PERFORATED
PG&E	PACIFIC GAS AND ELECTRIC
COMPANY	COMPANY
PL	PROPERTY LINE
PLAM	PLASTIC LAMINATE
PLYWD	PLYWOOD
PR	PAIR
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PRTN	PARTITION
P-TYPE	PARTITION TYPE
PVC	POLYVINYL CHLORIDE PIPE
PVMT	PAVEMENT
QTY	QUANTITY
R	RADIUS
RA	RETURN AIR
RB	RESILIENT BASE or RUBBER BASE
RD	ROOF DRAIN
REINF	REINFORCING
RET	CURB RETURN
REQ'D	REQUIRED
REV	REVISION
RM	ROOM
RO	ROUGH OPENING
RP	RADIUS POINT
SD	STORM DRAIN
SDMH	STORM DRAIN MANHOLE
SF	SQUARE FOOT
SHT	SHEET
SIM	SIMILAR
SOG	SLAB ON GRADE
SP	SPACE
SPEC	SPECIFICATION
SQ	SQUARE
SS	SANITARY SEWER
STL	STEEL
SSMH	SANITARY SEWER MANHOLE
SST	STAINLESS STEEL
STA	STATION
STD	STANDARD
STRUCT	STRUCTURE/STRUCTURAL
SUSP	SUSPEND(ED)
SYM	SYMBOL
SW	SIDEWALK
T & B	TOP & BOTTOM
TC	TOP OF CURB
TEL	TELEPHONE
THK	THICKNESS
THRU	THROUGH
T.A.	TOP OF
TRANS	TRANSITION
THRU	THROUGH
TOW/TW	TOP OF WALL
TYP	TYPICAL
UON/UNO	UNLESS OTHERWISE NOTED
VERT	VERTICAL
VIF	VERIFY IN FIELD
W	WATER
W/	WITH
WD	WOOD
W/O	WITHOUT
WT	WEIGHT

CITY OF TRACY

SAN JOAQUIN COUNTY, CALIFORNIA

370 ARBOR ROAD CONTAINER INFRASTRUCTURE

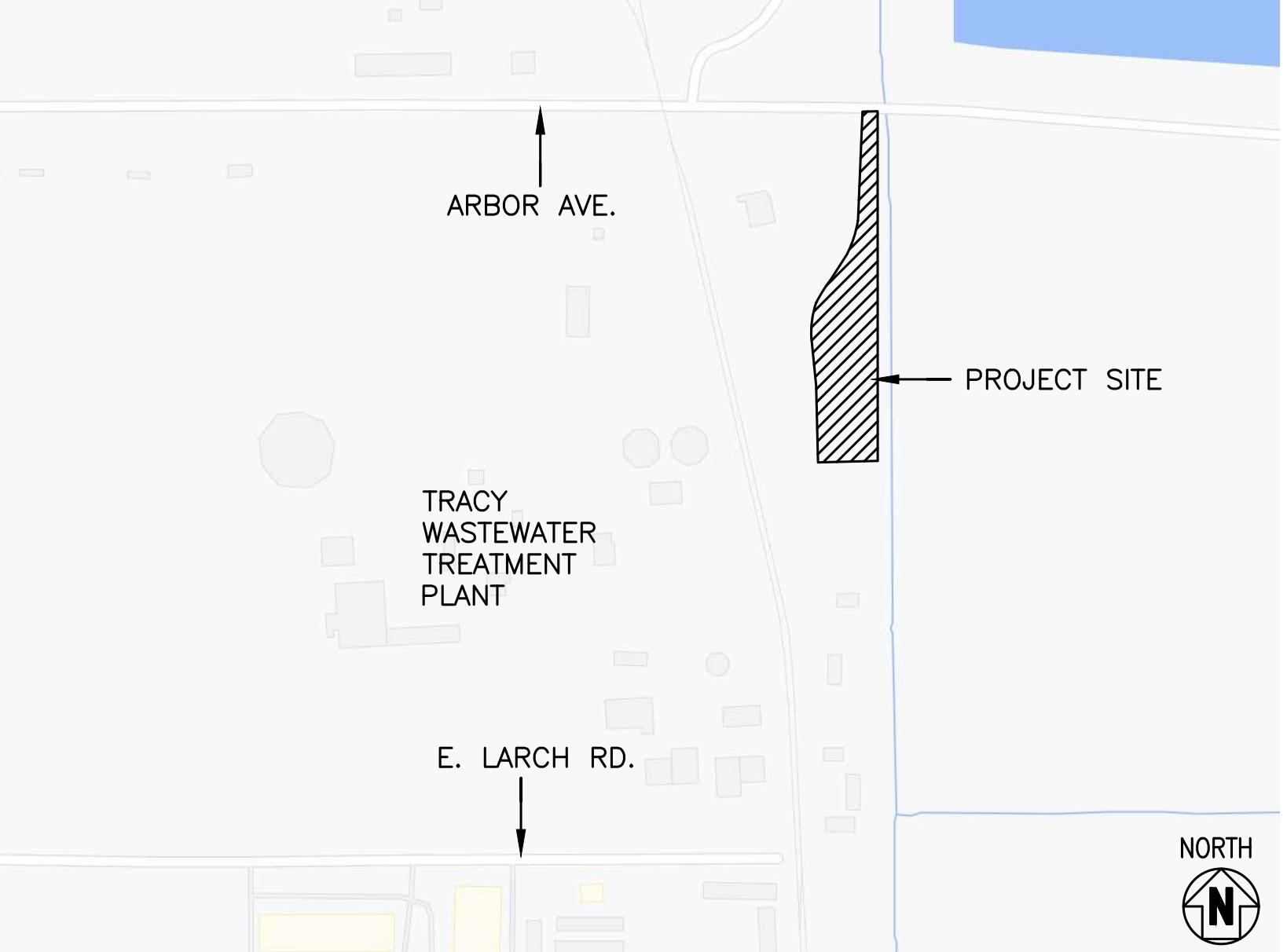
C.I.P. No. 71112

PROJECT DESCRIPTION:

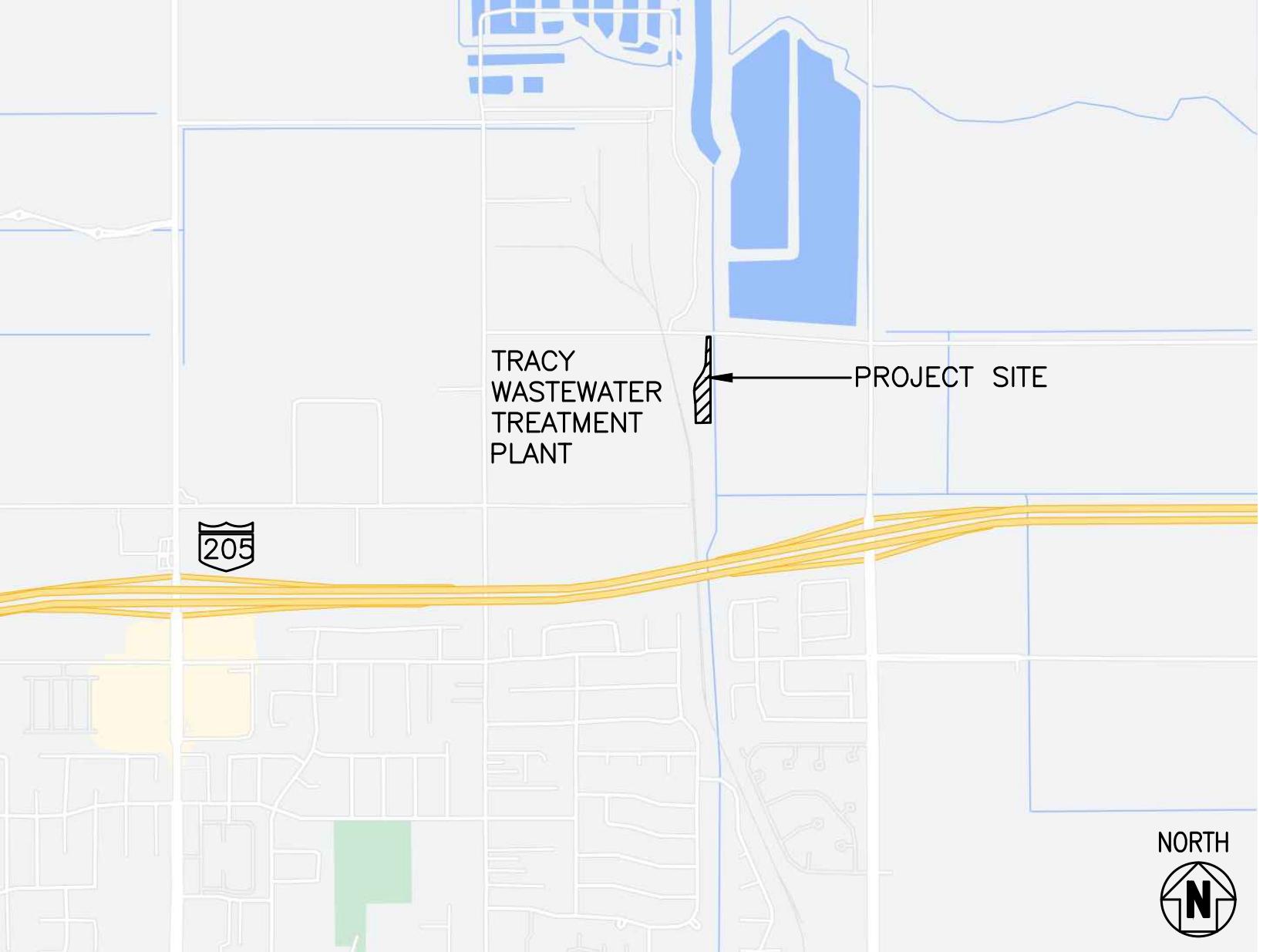
- INSTALLATION OF CONTAINER DORMITORY UNIT SITE UTILITY INFRASTRUCTURE
- INSTALLATION AND GRADING OF ADDITIONAL CLASS II AB SITE MATERIAL
- CONSTRUCTION OF SITE LIGHTING/CAMERA POLES AND FOUNDATIONS

MAPS:

SITE MAP:



SITE VICINITY MAP:



SHEET INDEX:

GENERAL

G000 COVER SHEET, SHEET INDEX
G001 KEY PLAN

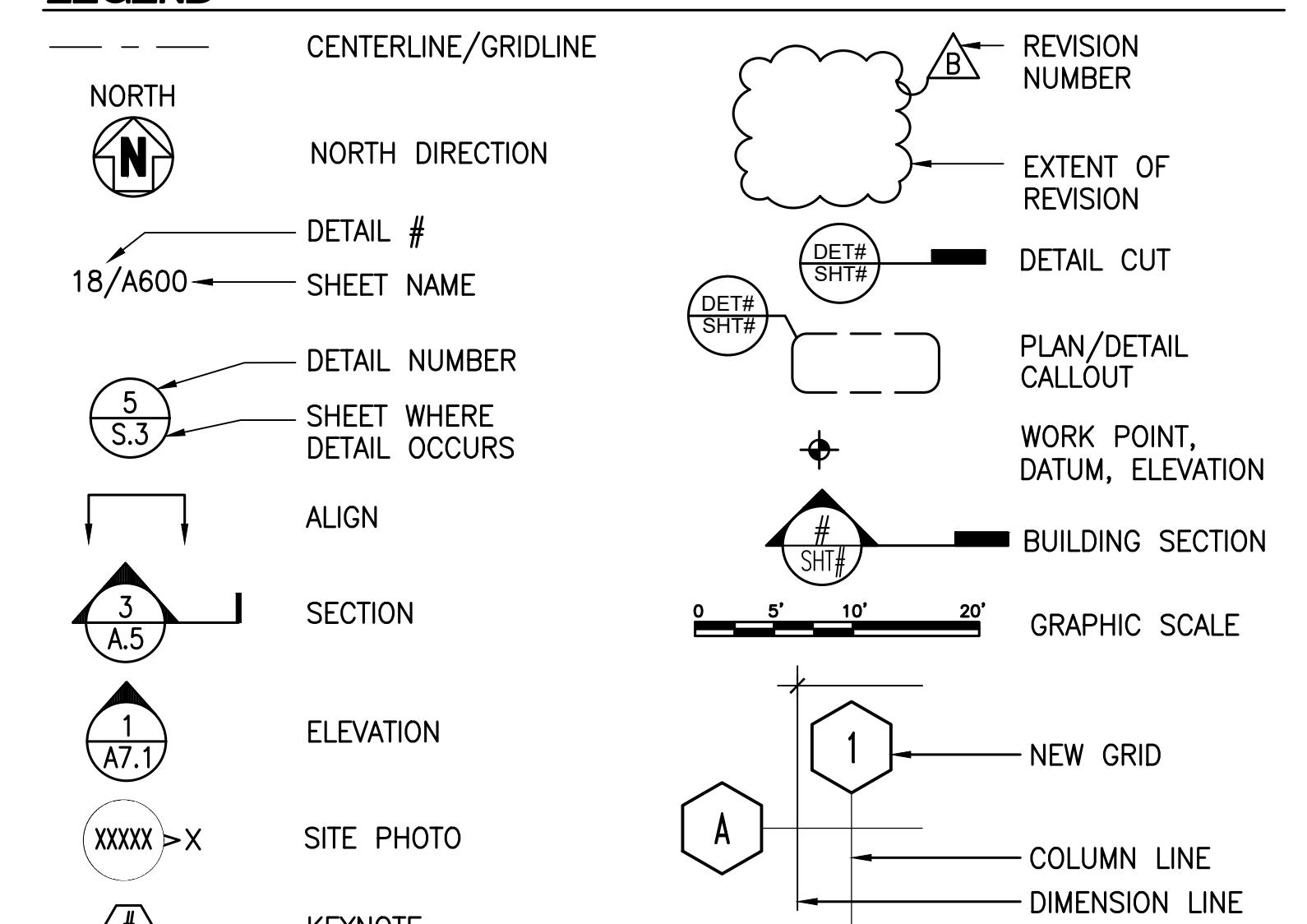
CIVIL

C101 SITE PLAN
C201 UTILITY PLAN
C301 ENLARGED UTILITY PLAN
C501 DETAILS
C502 DETAILS

ELECTRICAL

E101 ELECTRICAL PLAN
E201 ELECTRICAL SINGLE-LINE/CABLING
E202 ELECTRICAL PANEL SCHEDULES

LEGEND:



PROJECT TEAM:

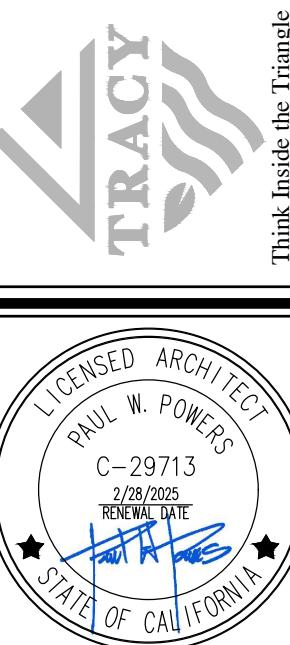
OWNER: CITY OF TRACY
333 CIVIC CENTER PLAZA, TRACY, CA
ARCHITECT/STRUCTURE/CIVIL: THE KPA GROUP
GEOTECHNICAL: ROCKRIDGE GEOTECHNICAL

ELECTRICAL/COMMUNICATIONS: PHARIS ENGINEERING

CONTAINER INFRASTRUCTURE
370 ARBOR ROAD 95304
C.I.P. No. 71112
G000

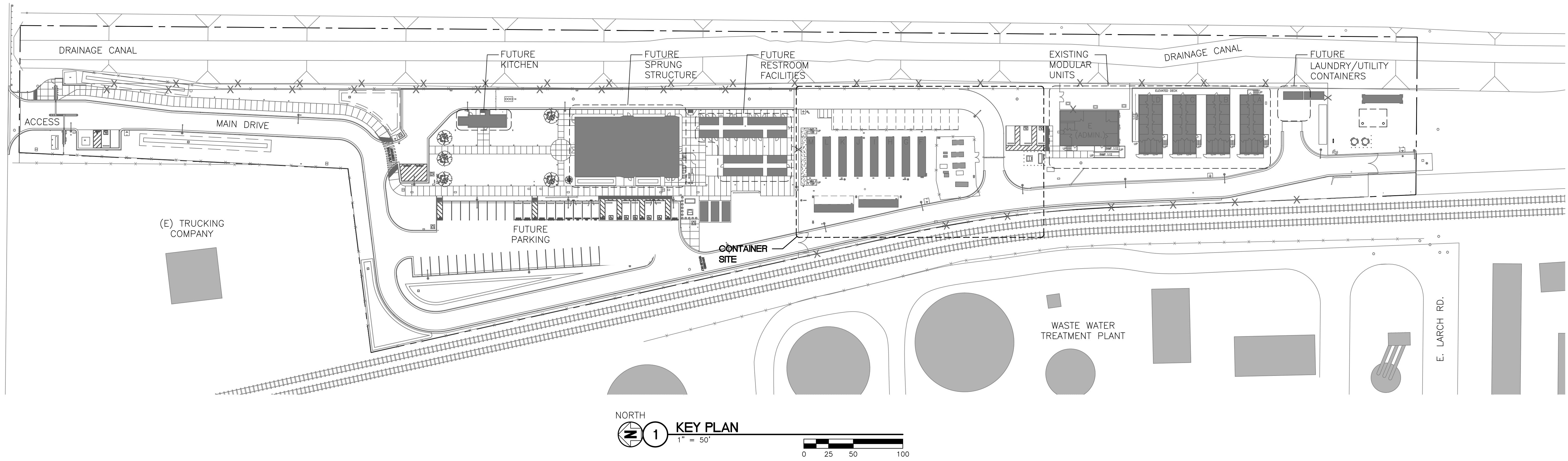


APPROVED FOR CONSTRUCTION SUBJECT TO THE DATA SHOWN CITY OF TRACY AND OR CONDITIONS THAT MAY BE PRESENT ON THESE PLANS.
CITY OF TRACY
KOGUCHI KIM
CITY ENGINEER
DATE: 04/19/2023



COVER SHEET,
SHEET INDEX

ARBOR AVE.



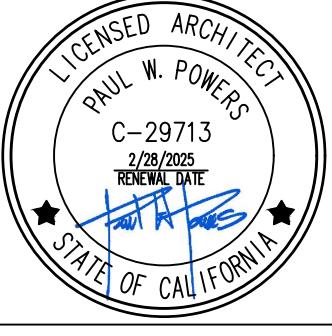
NORTH
1 KEY PLAN

0 25 50 100

CONTAINER INFRASTRUCTURE
370 ARBOR ROAD 95304
C.I.P. No. 71112

G001

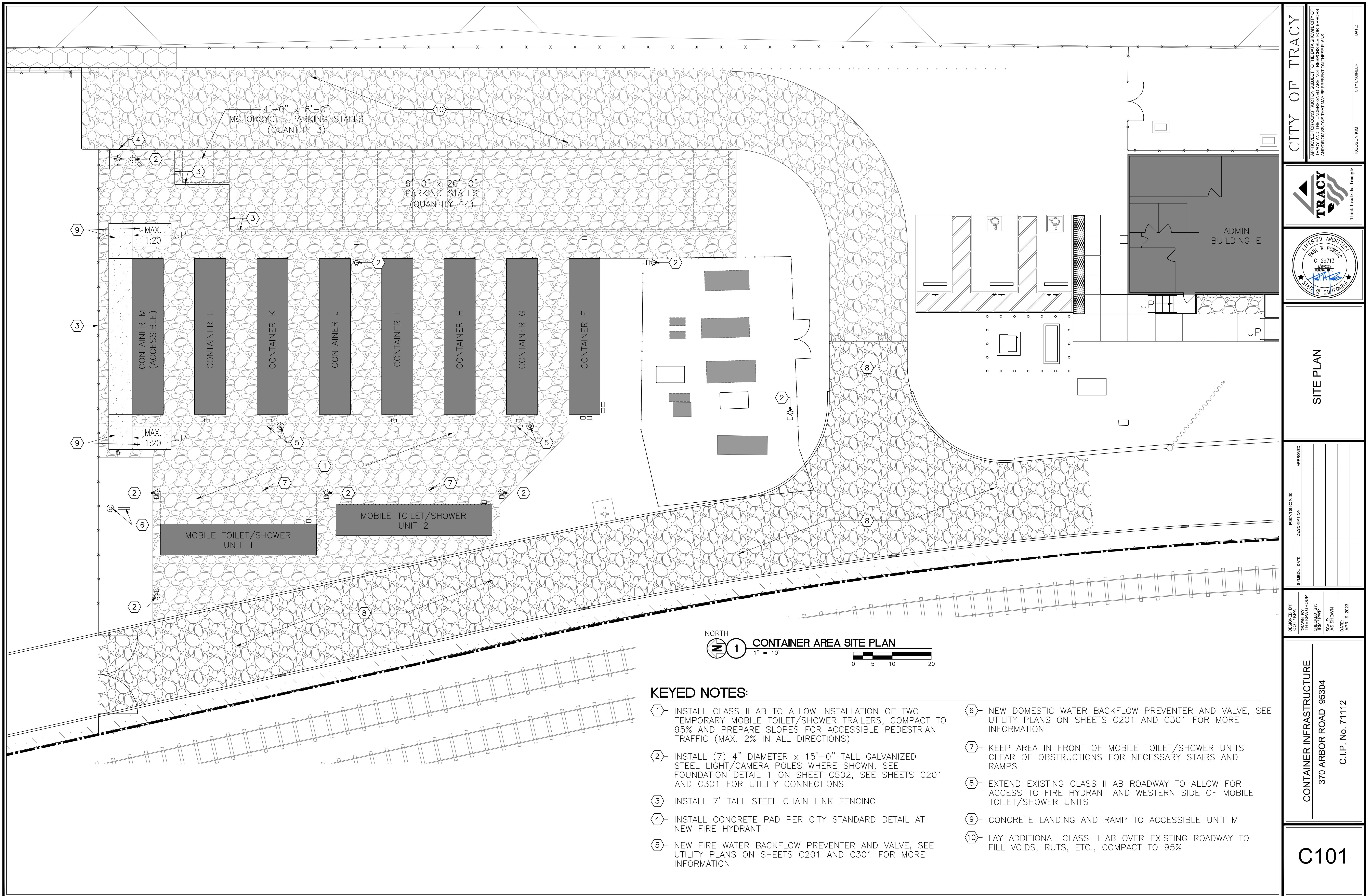
DESIGNED BY: COT/KPA DRAWN BY: THE KPA GROUP	REVISIONS SYMBOL DATE DESCRIPTION	APPROVED

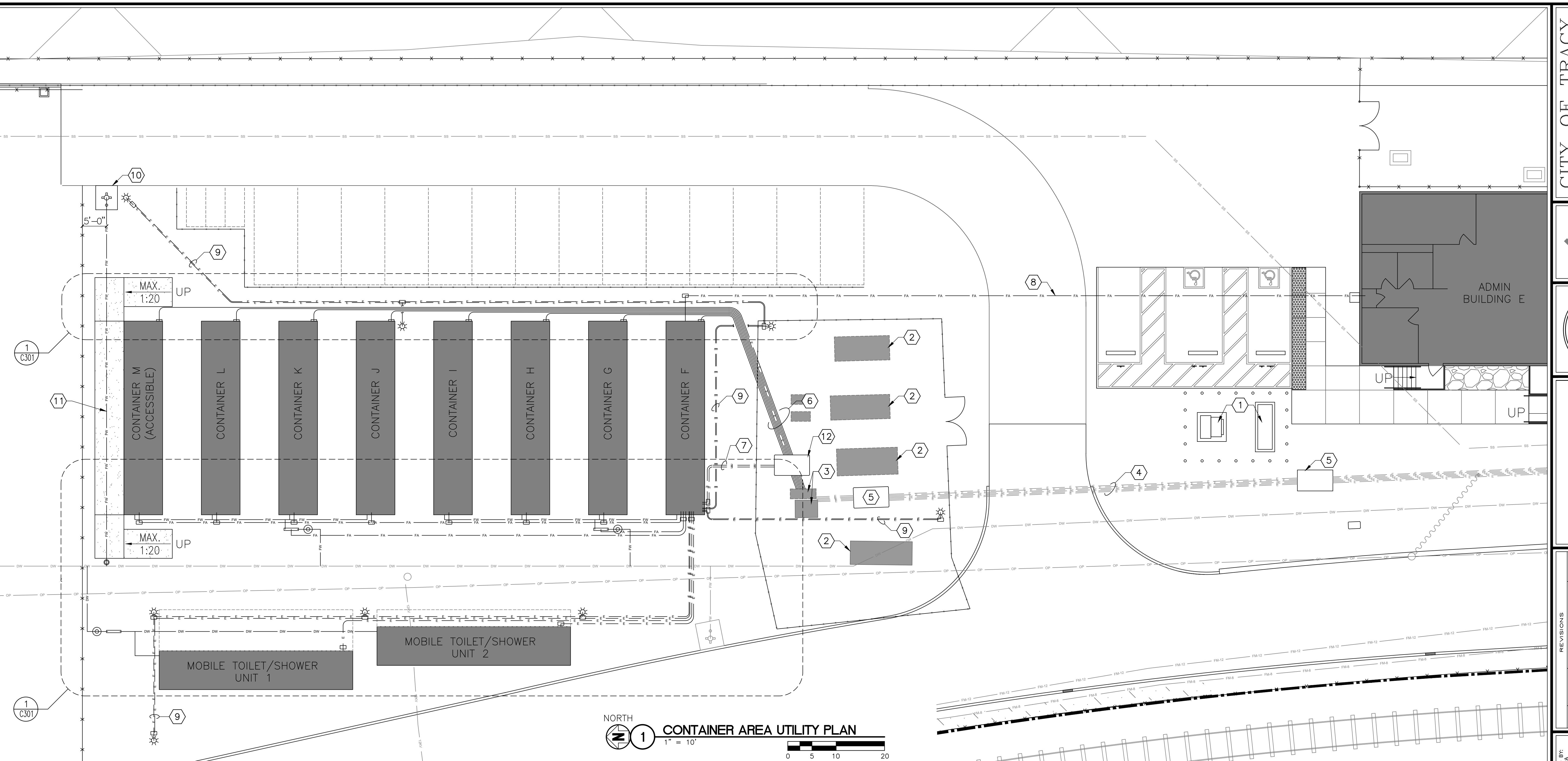


KEY PLAN



CITY OF TRACY
APPROVED FOR CONSTRUCTION SUBJECT TO THE DATA SHOWN. CITY OF
TRACY AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ERRORS
AND OMISSIONS THAT MAY BE PRESENT ON THESE PLANS.
KOSJUN KIM CITY ENGINEER
DATE:





KEYED NOTES:

- ① FUTURE PERMANENT ELECTRICAL SERVICE TRANSFORMER AND SWITCH
- ② CURRENTLY INSTALLED AND IN-USE TEMPORARY GENERATORS AND ASSOCIATED INFRASTRUCTURE
- ③ CURRENTLY INSTALLED AND IN-USE TEMPORARY GENERATOR DISTRIBUTION PANEL, TO BE EXPANDED BASED ON INTENDED USAGE PER MANUFACTURER'S RECOMMENDATIONS
- ④ CURRENTLY INSTALLED AND IN-USE ELECTRICAL CONDUIT, DO NOT DISTURB
- ⑤ CURRENTLY INSTALLED AND IN-USE ELECTRICAL VAULT, DO NOT DISTURB
- ⑥ (8) 2" ELECTRICAL CONDUITS, SEE ENLARGED PLAN 1/C301 FOR CONTINUATION TO UNITS
- ⑦ (2) 2" ELECTRICAL CONDUIT TO IT/ELECTRICAL ROOM AT UNIT F, SEE ENLARGED PLAN 1/C FOR CONTINUATION TO UNIT

GENERAL NOTES:

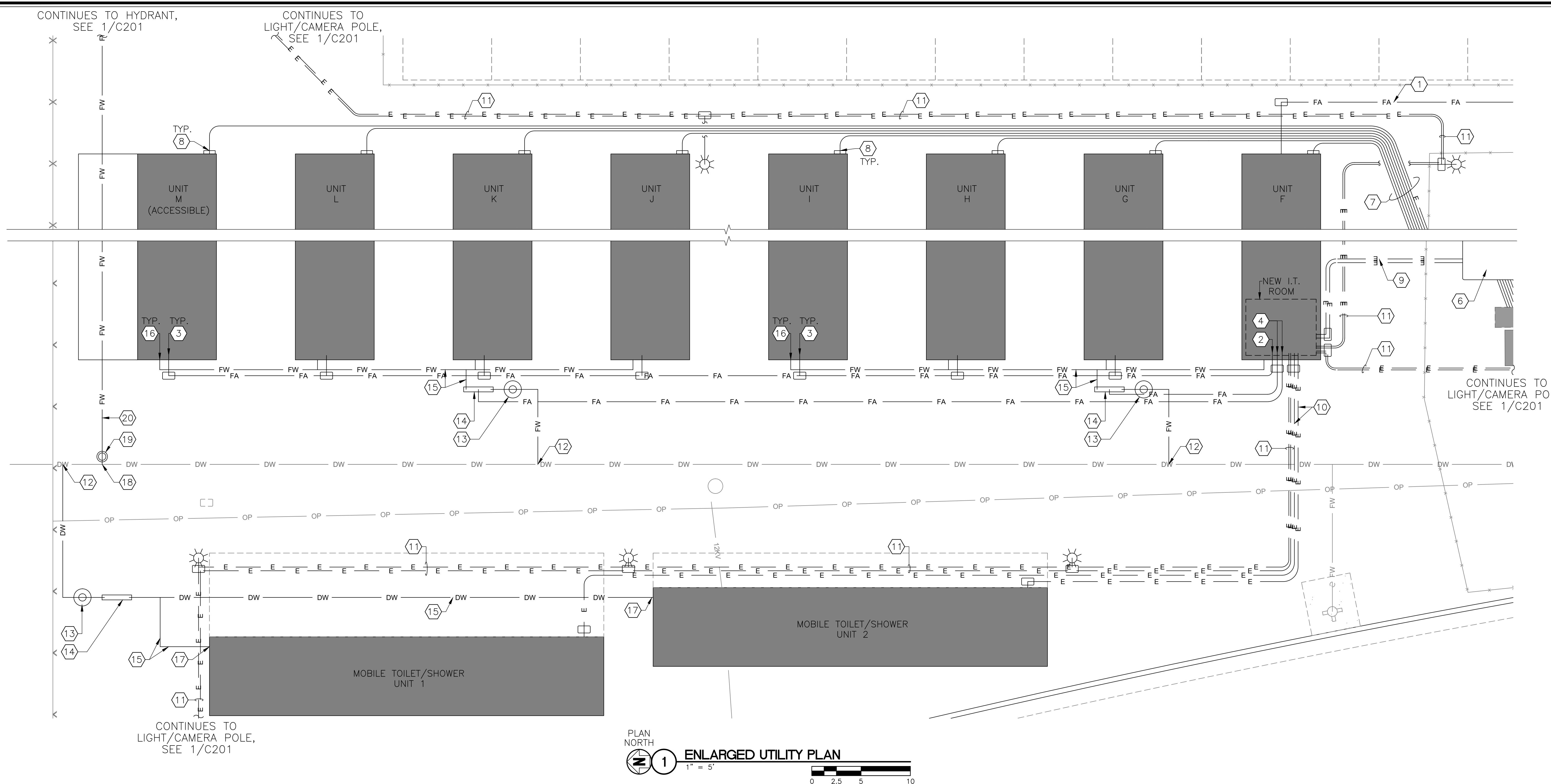
1. PLACE HANDHOLES AS INDICATED AND AS REQUIRED PER CODE, SIZE ACCORDING TO CONDUIT/CONDUCTOR LOAD

LEGEND:

CONTAINER INFRASTRUCTURE

370 ARBOR ROAD 95304

C201



KEYED NOTES:

DATA/FIRE ALARM

- 1 1" FIRE ALARM CONDUIT, ROUTED FROM IT AREA IN PREVIOUSLY INSTALLED ADMINISTRATION BUILDING E AND INTO EAST SIDE OF UNIT F (WIRING CONTINUES SOUTH, ABOVE THE CEILING, IN UNIT F AND INTO NEW IT ROOM ON WEST END OF UNIT F)
- 2 4" FIRE ALARM CONDUIT, ROUTED FROM NEW IT ROOM IN MOBILE RESIDENTIAL UNIT F TO PULLBOXES AT UNITS G THROUGH M
- 3 1" FIRE ALARM CONDUIT AT EACH UNIT
- 4 1" FIRE ALARM CONDUIT TO EACH BACKFLOW PREVENTER
- 5 NOT USED

ELECTRICAL

- 6 NEW HANHOLE AT PREVIOUSLY INSTALLED DISTRIBUTION PANEL, SEE 1/C201 FOR UNCLIPPED VIEW
- 7 (8) 2" ELECTRICAL CONDUITS, ROUTED FROM HANHOLE AT PREVIOUSLY INSTALLED DISTRIBUTION PANEL IN TEMPORARY GENERATOR/ELECTRICAL YARD TO PULLBOXES AT UNITS G THROUGH M
- 8 SWEEP CONDUIT UP TO CONNECT AT EXTERIOR MOUNTED ELECTRICAL PANEL AT EACH UNIT
- 9 (2) 2" ELECTRICAL CONDUITS, ROUTED FROM HANHOLE AT PREVIOUSLY INSTALLED DISTRIBUTION PANEL IN TEMPORARY GENERATOR/ELECTRICAL YARD INTO NEW IT ROOM
- 10 2" ELECTRICAL CONDUIT TO PULLBOXES AT MOBILE TOILET/SHOWER UNITS 1 AND 2
- 11 (2) 1" ELECTRICAL CONDUITS ROUTED TO HANHOLES AT NEWLY INSTALLED POLES (1 FOR CAMERAS, 1 SPARE)

PLUMBING – DOMESTIC WATER / FIRE WATER

- 2 NEW 1-1/2" WATER LINE TO BACKFLOW PREVENTER, TAP INTO EXISTING 12" WATER MAIN PER CITY STANDARD DETAIL 404
- 3 NEW SHUT OFF VALVE, BOX, AND RISER, SEE CITY STANDARD DETAIL 402
- 4 NEW 1-1/2" BACKFLOW PREVENTER, SEE CITY STANDARD DETAIL 413, NO METER REQUIRED
- 5 NEW 1-1/2" FIRE WATER PIPING
- 6 NEW FIRE WATER PIPING TO EXTERIOR-MOUNTED FIRE RISER AT EACH MODULAR RESIDENTIAL UNIT
- 7 STUB UP AND CAP NEW FIRE WATER PIPING AT MOBILE TOILET/SHOWER UNITS
- 8 HOT TAP INTO EXISTING 12" WATER MAIN FOR NEW FIRE WATER PIPING TO SERVE NEW FIRE HYDRANT
- 9 NEW SHUT OFF VALVE LOCATED AT WATER MAIN
- 0 NEW 6" DUCTILE IRON FIRE WATER PIPING TO NEW FIRE HYDRANT

GENERAL NOTES:

1. PLACE HANDHOLES AS INDICATED AND AS REQUIRED PER CODE, SIZE ACCORDING TO CONDUIT/CONDUCTOR LOAD.
2. UTILITY CONNECTION POINTS AT MOBILE TOILET/SHOWER UNITS SUBJECT TO CHANGE BASED ON SELECTED UNIT CONFIGURATION

LEGEND:

— COM — COM — COM — COMMUNICATIONS CONDUIT

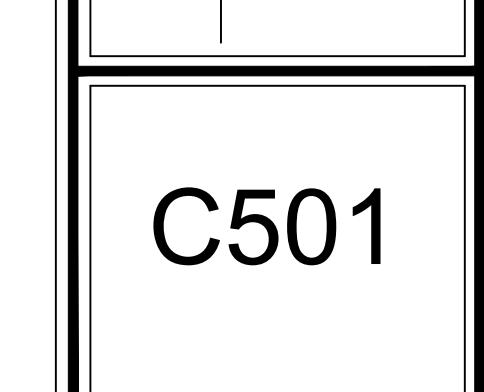
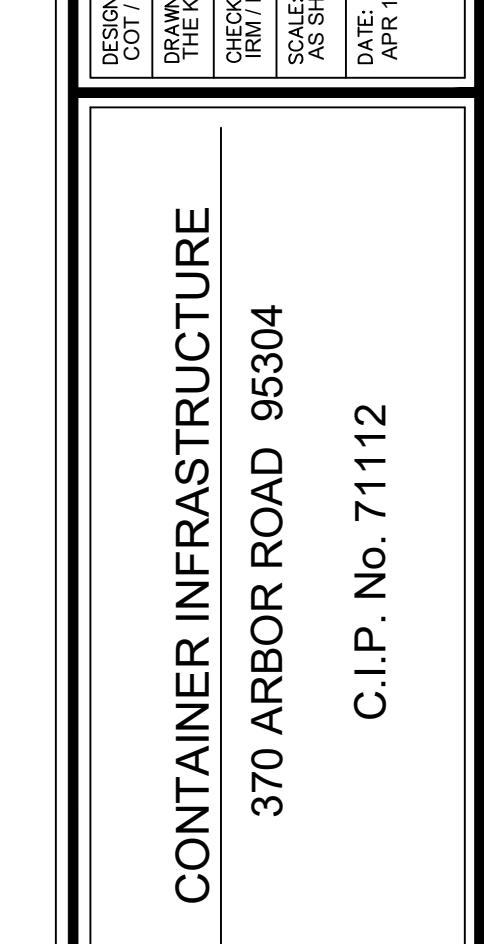
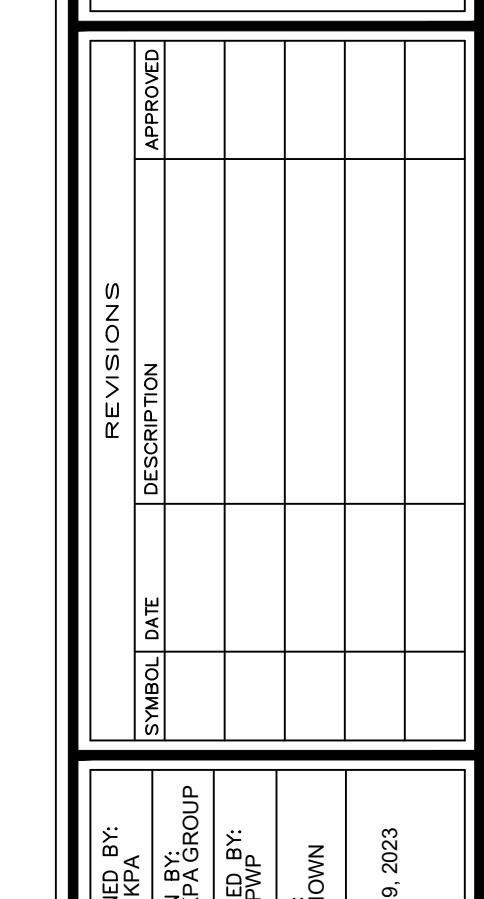
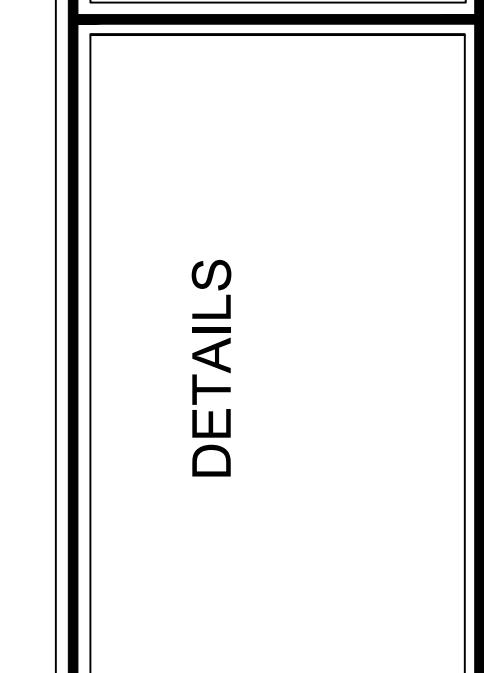
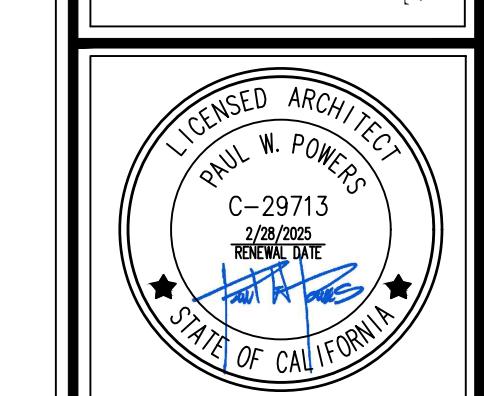
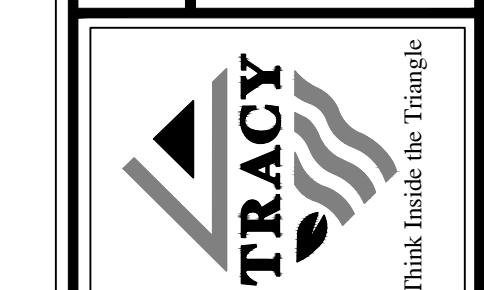
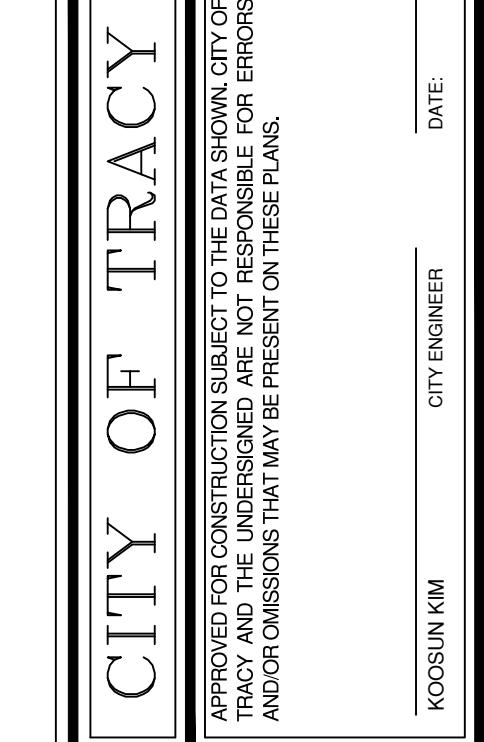
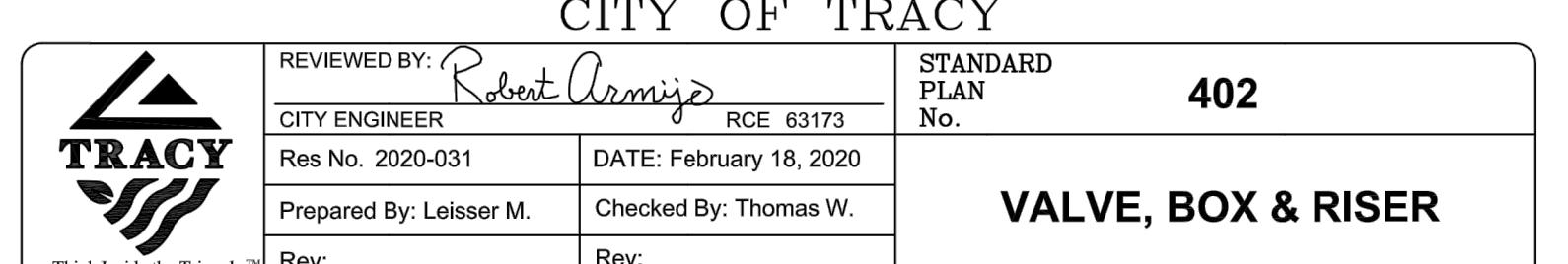
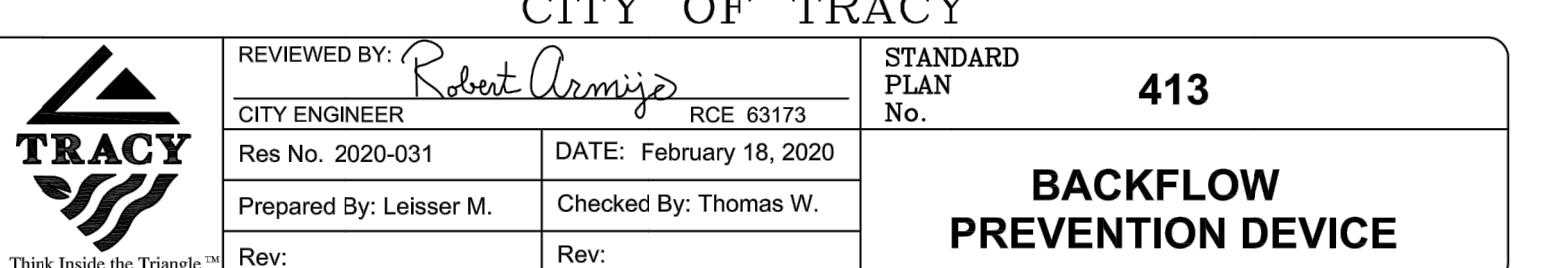
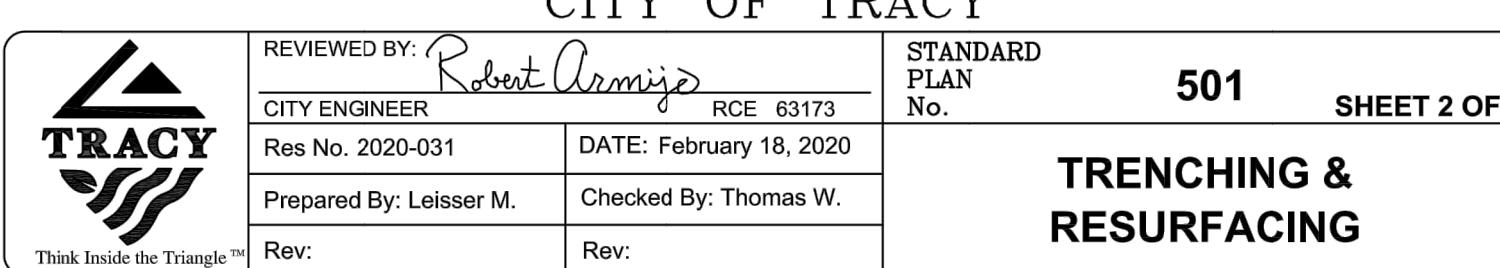
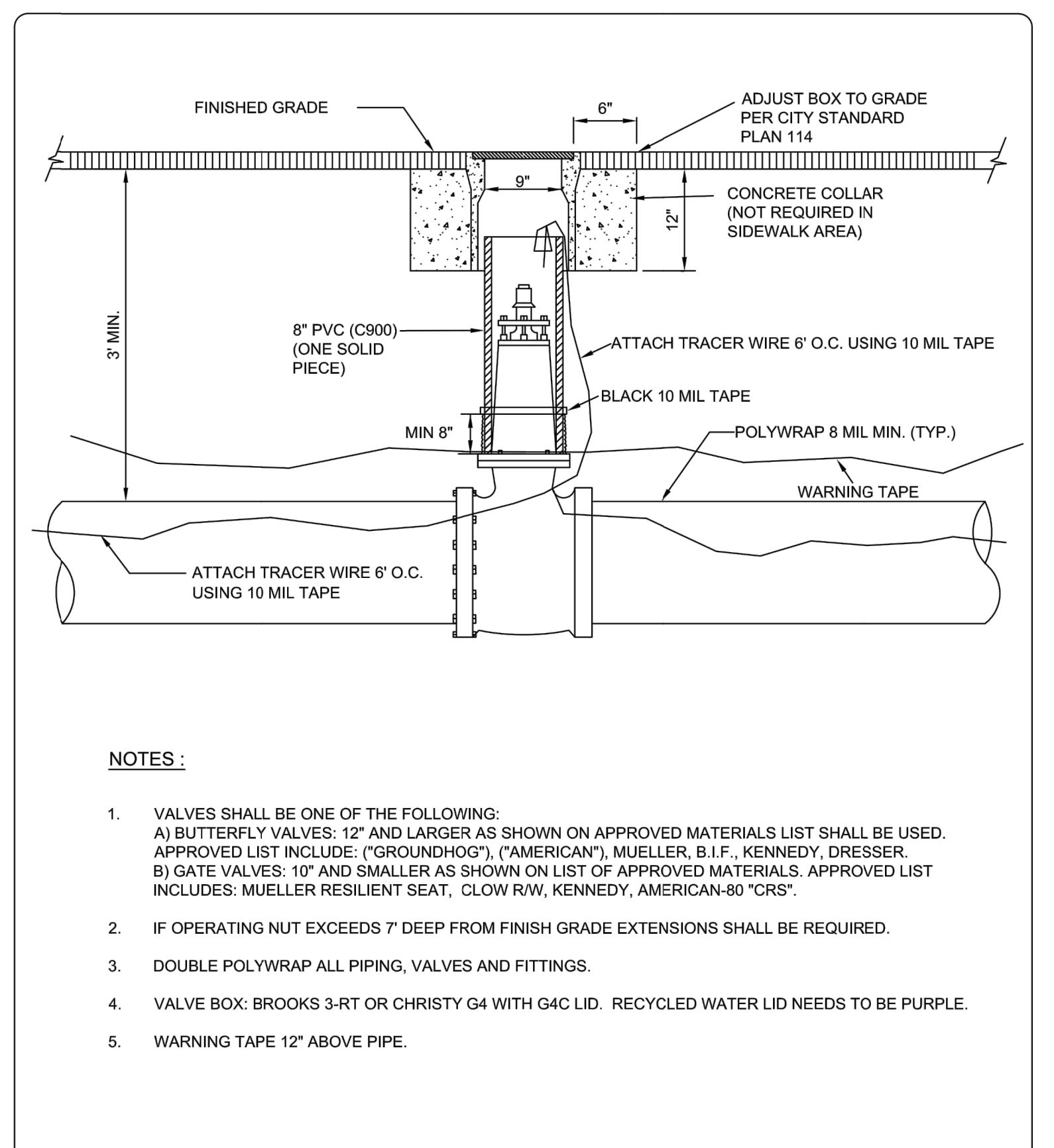
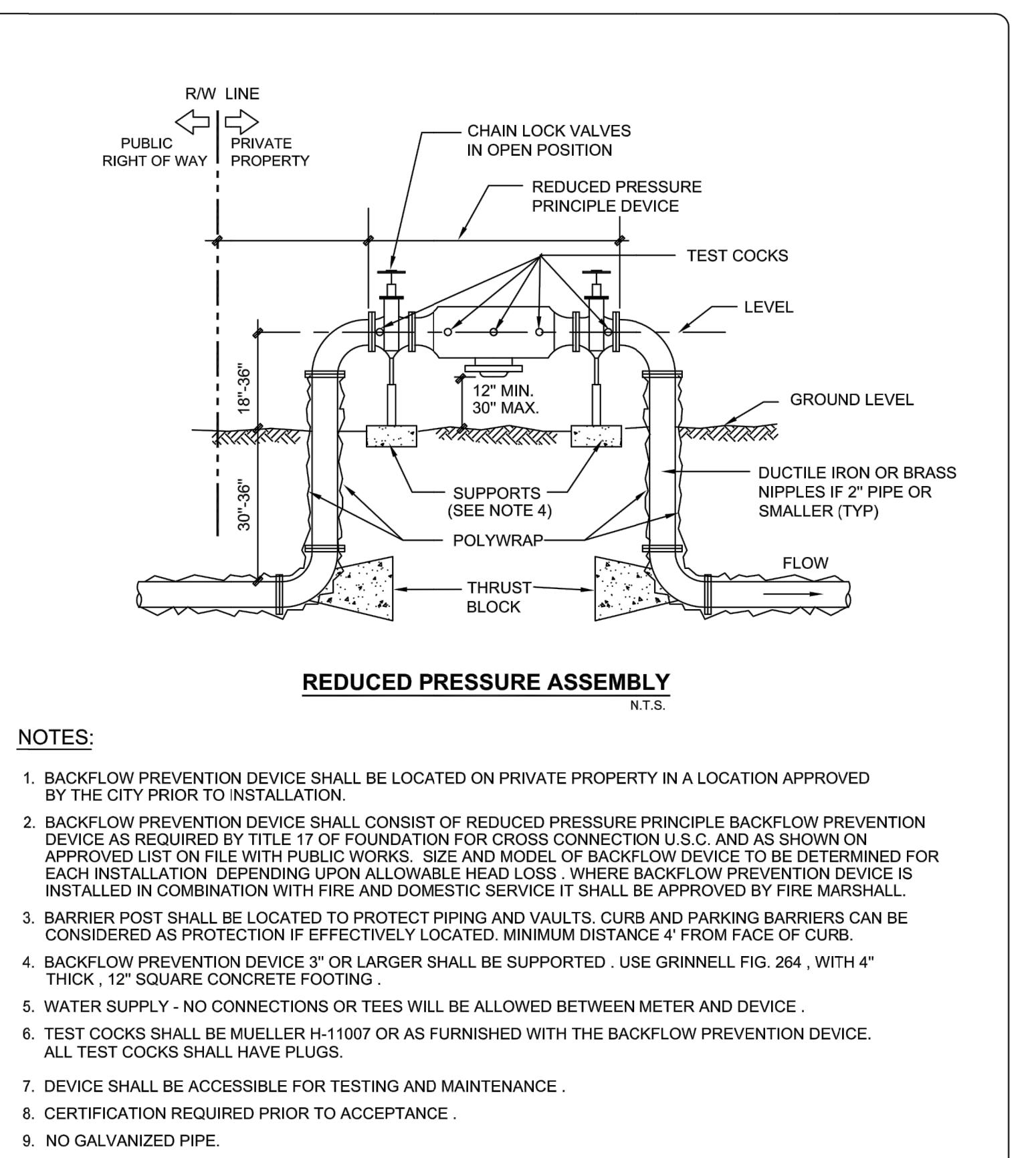
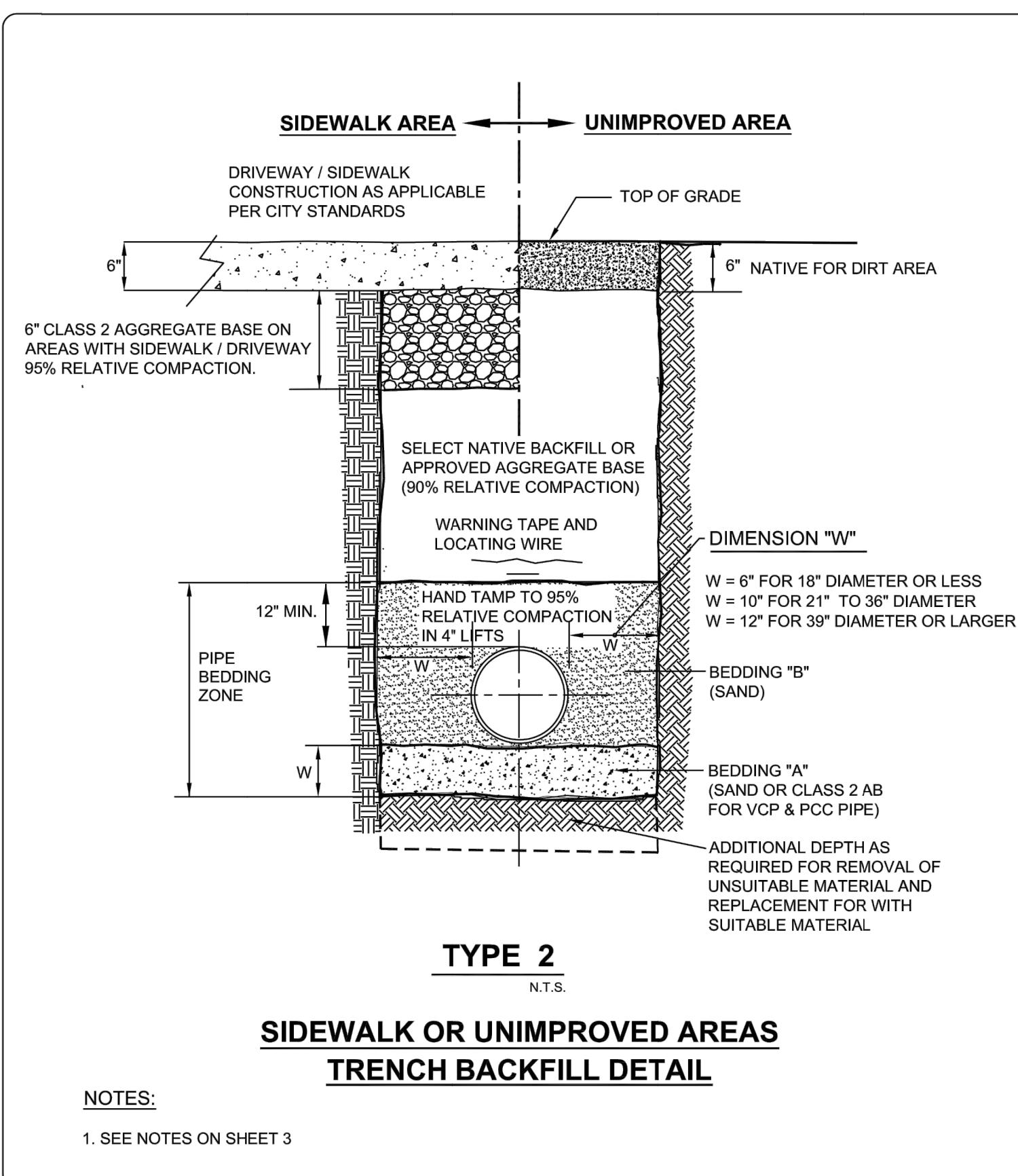
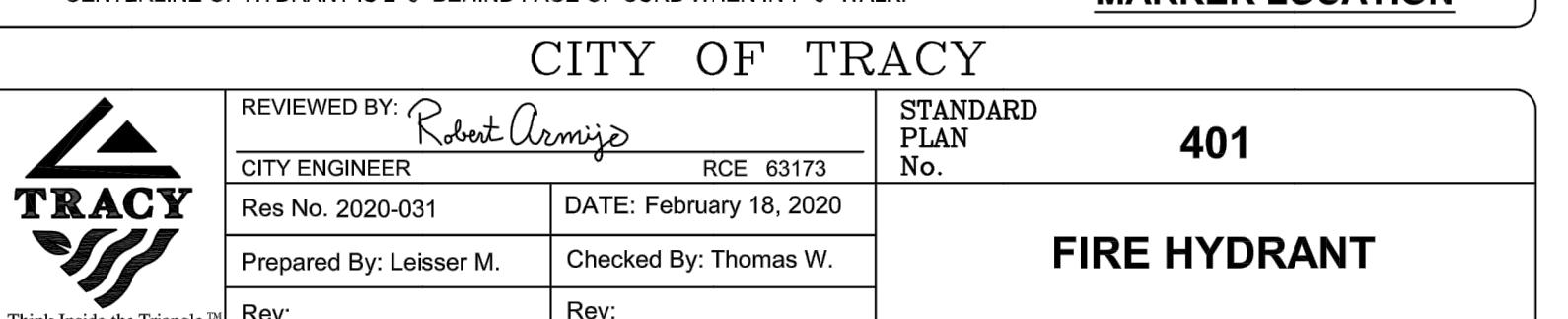
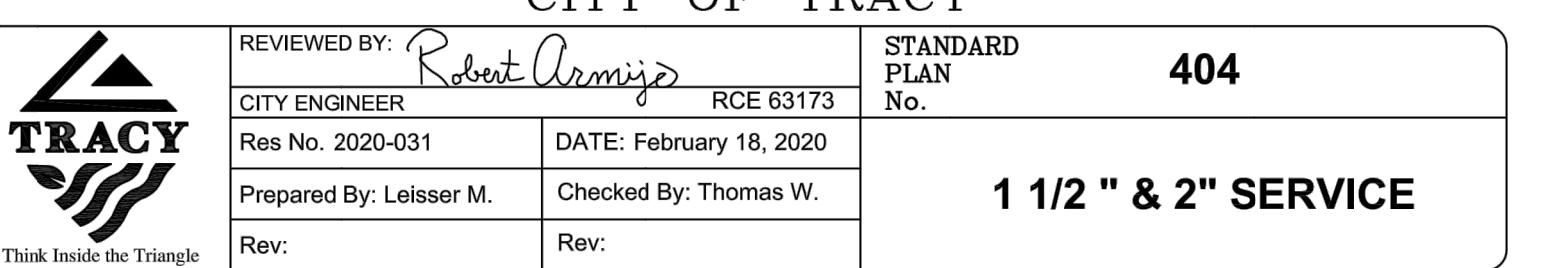
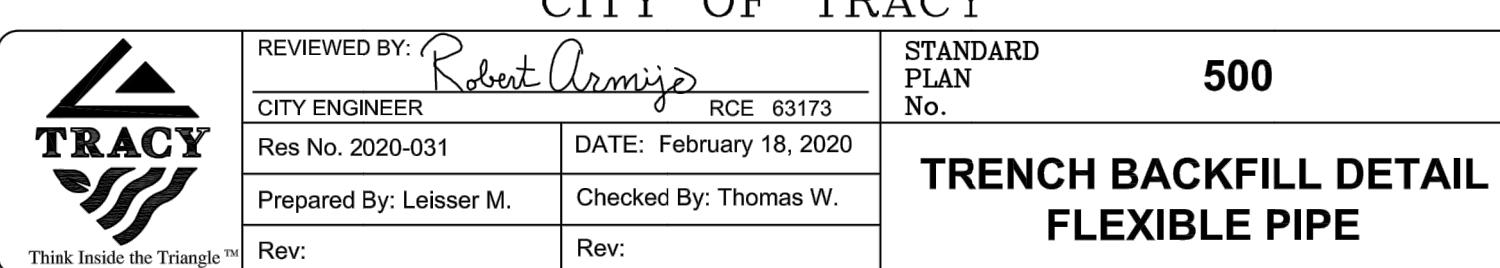
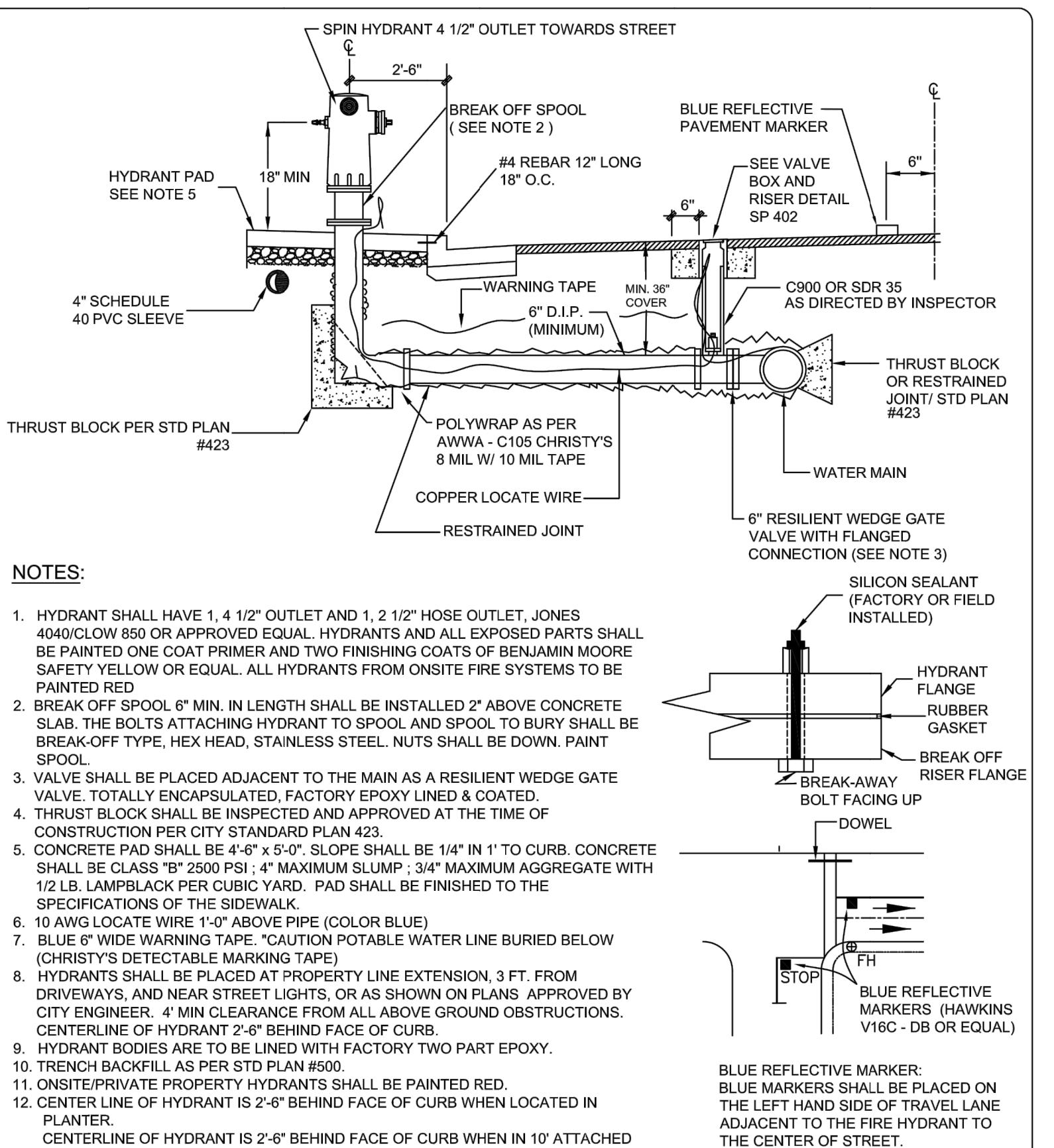
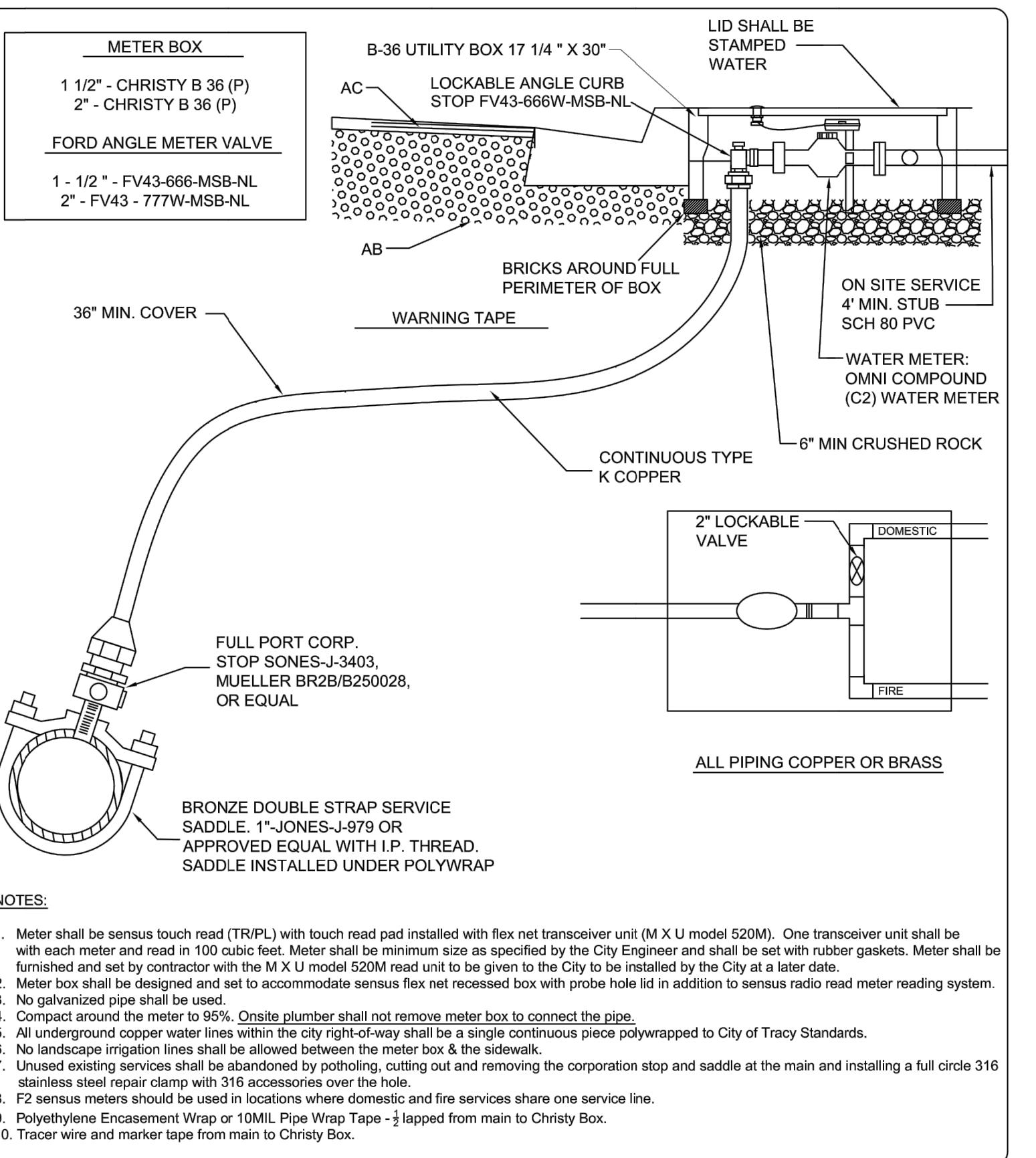
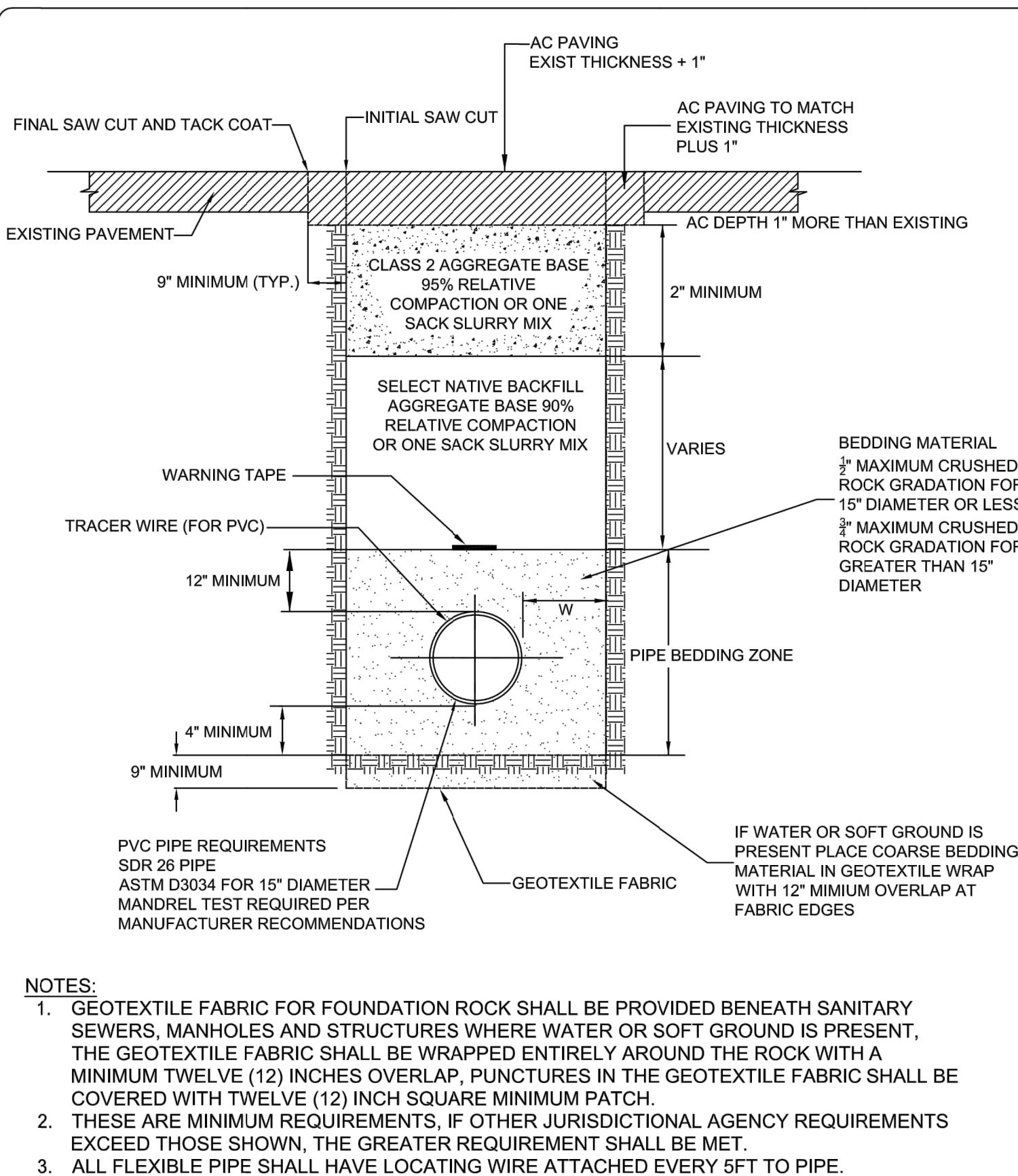
— FA — FA — FIRE ALARM CONDUIT

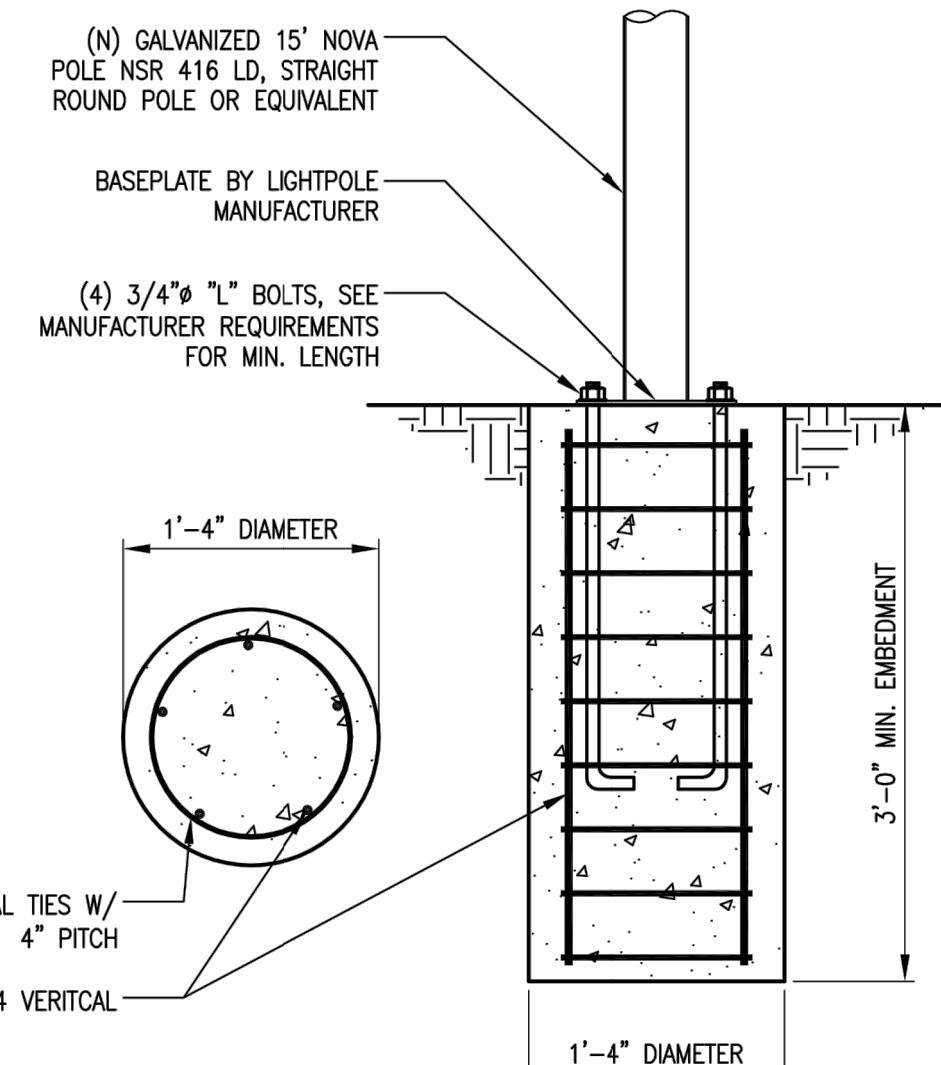
— E — E — E — ELECTRICAL CONDUIT

— FW — FW — FIRE WATER PIPING

 DOMESTIC WATER FLOWING
NEW SITE POLE AND FOUNDATION
(FUTURE CAMERAS AND/OR LIGHTS)

C301

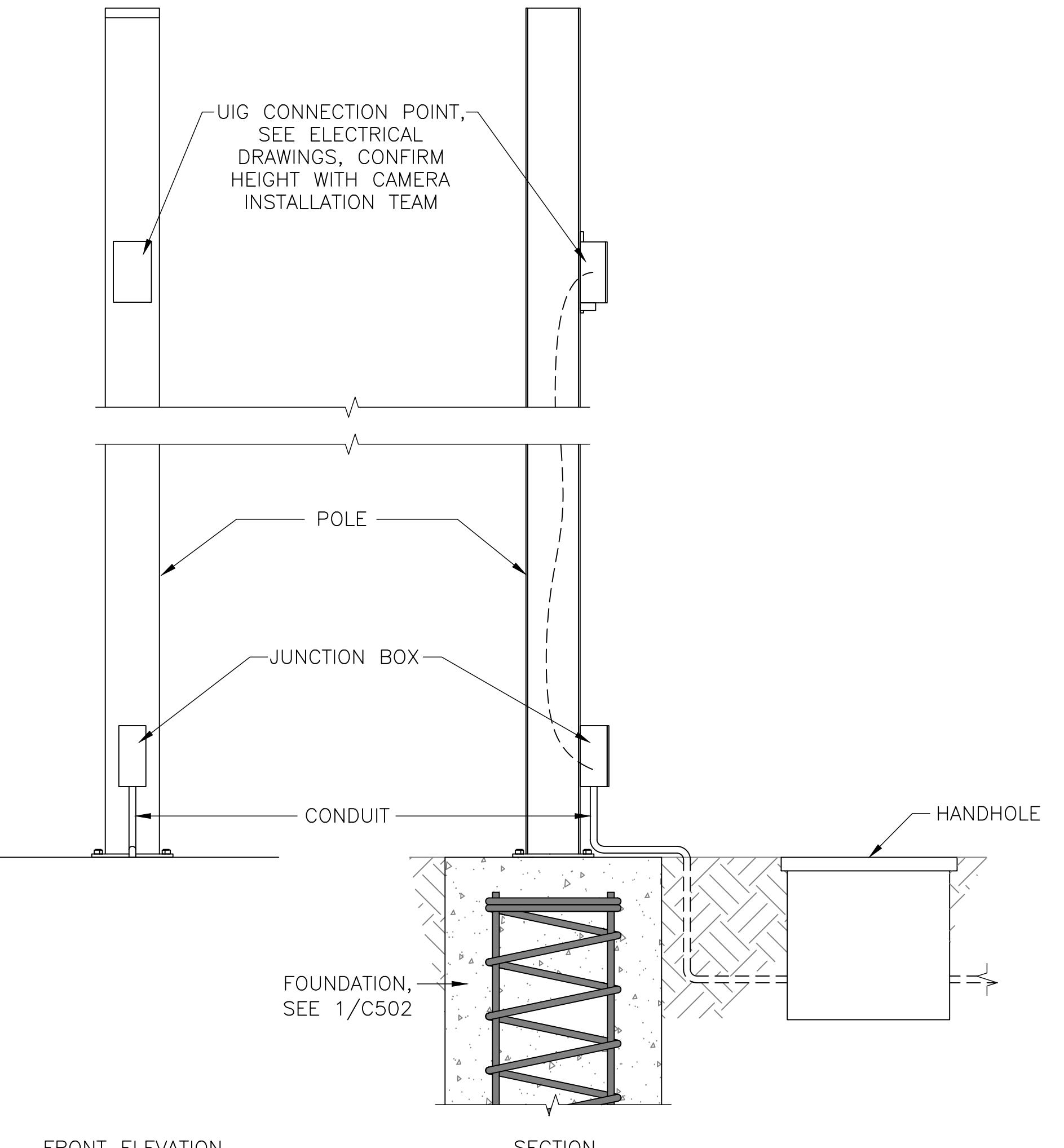




1 TYPICAL 15'-0" LIGHT/CAMERA POLE FOUNDATION
NOT TO SCALE

NOTES:

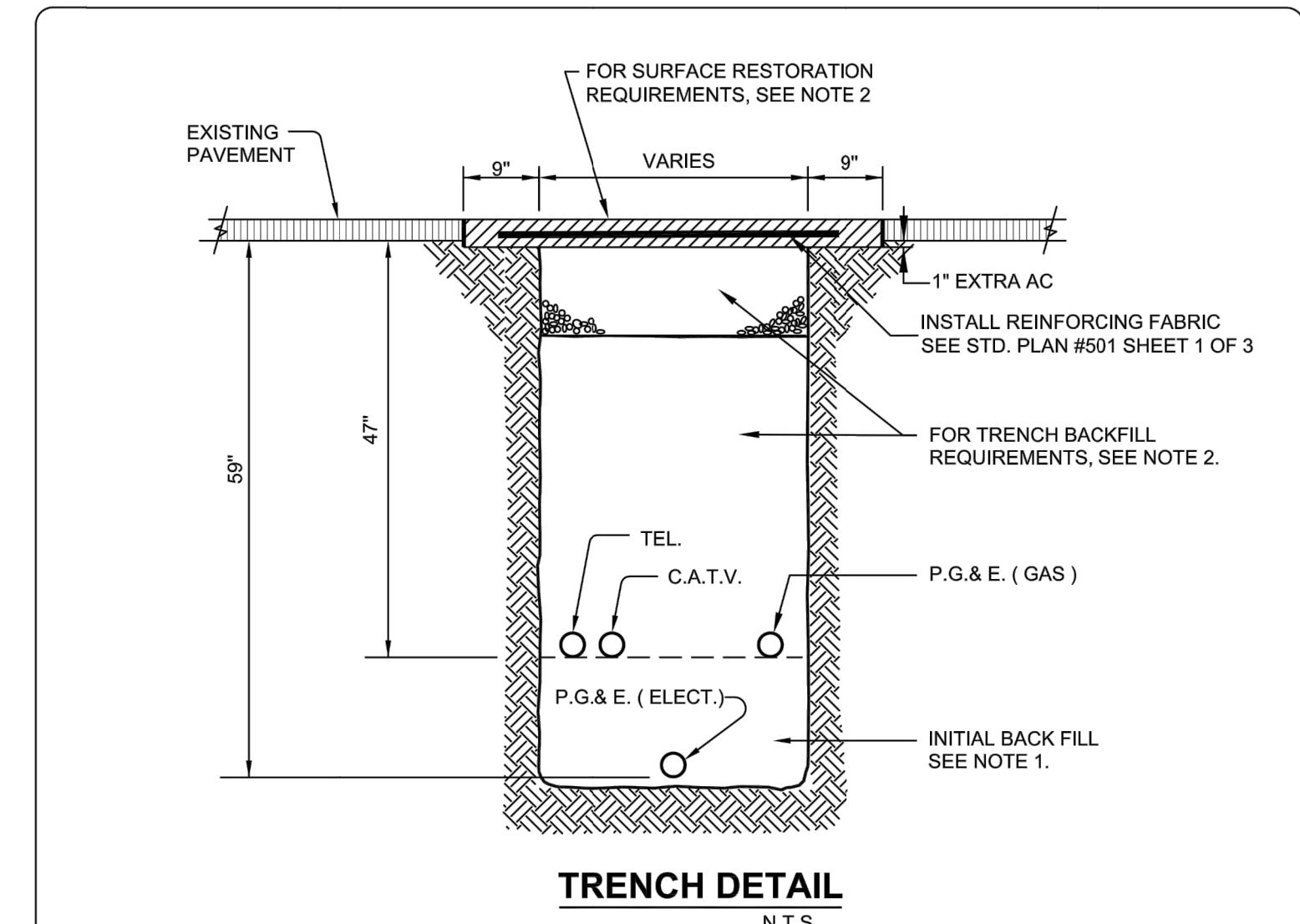
1. UNSUITABLE SURFACE GRADE MATERIAL SHALL BE EXCAVATED AND STABILIZED WITH #3 ROCK (PER ASTM C-33 OR APPROVED EQUAL) OR ONE SACK CEMENT SLURRY AS APPROVED BY THE CITY ENGINEER.
2. BEDDING "A" SHALL BE COMPOSED OF SAND (SAND EQUIVALENT NOT LESS THAN 30) FOR CLAY AND CONCRETE PIPE, CLASS 2 AGGREGATE BASE PER CITY STANDARD SPECIFICATIONS MAY BE USED.
3. BEDDING "B" SHALL BE COMPOSED OF SAND (SAND EQUIVALENT NOT LESS THAN 30).
4. SELECT NATIVE BACKFILL MATERIAL - MATERIAL FROM EXCAVATION, FREE FROM STONES, LUMPS EXCEEDING 3" IN GREATEST DIMENSION, VEGETABLE MATTER, CLAY, OR UNSATISFACTORY MATERIAL.
5. ALL TRENCHES SHALL BE SHORED OR PROTECTED IN ACCORDANCE WITH "OSHA" AND OTHER STATE AND FEDERAL SAFETY CODES, REGULATIONS AND ORDINANCES.
6. PLACEMENT OF BACKFILL SHALL BE IN 12" LISTS EVENLY PLACED AND MECHANICALLY COMPACTION TO THE RELATIVE DENSITY SPECIFIED. COMPACTION TESTS SHALL BE REQUIRED AT THE DISCRETION OF THE CITY ENGINEER. ALL COST RELATED TO THESE TESTS SHALL BE BORNE BY OWNERS/CONTRACTOR/COMPANY WHEN SUCH TESTS ARE REQUIRED. IF RESULTS OF THESE TESTS DO NOT MEET THE SPECIFIED REQUIREMENTS, BACKFILL SHALL BE EXCAVATED, REPLACED, COMPACTED AND RETESTED. IN CASE OF ONE SACK SLURRY MIX, NO COMPACTION TEST WILL BE REQUIRED. COMPACTION BY JETTING WITHIN THE PIPE BEDDING ZONE MAY BE ALLOWED BY SPECIAL PERMISSION OF THE CITY ENGINEER.
7. INITIAL CUT IN STREET PAVEMENT SHALL BE EQUAL TO THE WIDTH OF THE TRENCH WITH THE OPTION OF BEING JACK HAMMERED OR SAW CUT.
8. FINAL CUT IN STREET PAVEMENT SHALL BE 18" WIDER THAN THE TRENCH WIDTH (9" ON EACH SIDE) AS SHOWN IN THE DETAIL AND SHALL BE MADE BY AN ASPHALT GRINDER OR SAW CUTTING ONLY.
9. ALL TRENCHES SHALL BE BACKFILLED AND TEMPORARILY PAVED OR STEEL PLATED AT THE END OF EACH WORKING DAY.
10. TEMPORARY BITUMINOUS SURFACING (CUTBACK) SHALL BE PLACED AND COMPACTED IMMEDIATELY ABOVE THE TRENCH FOLLOWING BACKFILL COMPACTION AND APPROVAL OF THE CITY ENGINEER. MINIMUM DEPTH OF CUTBACK SHALL BE 2" OR AS SPECIFIED BY THE CITY ENGINEER. CUTBACKS SHALL BE MAINTAINED IN A CONDITION SATISFACTORY TO THE CITY ENGINEER UP UNTIL THE TIME OF FINAL PAVING.
11. FINAL PAVING ABOVE TRENCH SECTION SHALL BE PLACED WITHIN 14 DAYS OF ITS BACKFILL AND COMPACTION. EXTENSION MAY BE GRANTED BY THE CITY ENGINEER DUE TO WEATHER CONDITIONS. DEPTH OF FINAL PAVING SHALL BE 1" GREATER THAN EXISTING PAVEMENT. IN THE EVENT PERMANENT PAVING IS NOT COMPLETED WITHIN 14 DAYS, THE CITY WILL CONSIDER THE AREA INCOMPLETE WORK AND WILL TAKE THE ACTION NECESSARY, IN ACCORDANCE WITH PREVAILING CITY ORDINANCES AND POLICIES.
12. TEMPORARY CUTBACK SHALL BE REMOVED PRIOR TO THE PLACEMENT OF FINAL PAVING. FINAL PAVING SHALL BE PLACED ON UNDISTURBED, PREVIOUSLY INSPECTED AND COMPACTED AGGREGATE BASE OR ONE SACK SLURRY MIX. RECOMPACT SHALL BE REQUIRED FOR ANY DISTURBED BASE OR SURFACE.
13. ASPHALT CONCRETE SHALL BE IN ACCORDANCE WITH CITY OF TRACY STANDARD SPECIFICATIONS.
14. FOR A PARALLEL TRENCH LONGER THAN ONE HALF THE LENGTH OF A BLOCK, A 2" GRIND AND OVERLAY FROM THE LIP OF GUTTER TO CENTERLINE OF ROADWAY IS REQUIRED.
15. PROPER TRAFFIC CONTROL AND COVERING OF TRENCHES SHALL BE MAINTAINED IN ACCORDANCE WITH PREVAILING SAFETY AND TRAFFIC CONTROL STANDARDS FOR WORK IN CONSTRUCTION AREAS.
16. NO TRENCH SHALL BE OPENED IN ANY STREET FOR THE PURPOSE OF LAYING PIPES OR CONDUITS MORE THAN TWO HUNDRED (200) FEET AT A TIME.
17. TRENCHING SHALL NOT BE ALLOWED ON ANY STREET WHICH AS BEEN RECONSTRUCTED OR PAVED WITH THE PAST THREE YEARS NOR ON ANY SLURRY SEALED STREET FOR A PERIOD OF EIGHTEEN (18) MONTHS.
18. 48 HOURS ADVANCE NOTICE SHALL BE REQUIRED FOR ALL CITY INSPECTIONS. CALL THE CITY OF TRACY CONSTRUCTION MANAGEMENT DIVISION AT (209) 831-4600.
19. REMOVE AND REPLACE THE REMAINING SECTION OF PAVEMENT IF DISTANCE BETWEEN T-CUT EDGE AND LIP OF GUTTER IS LESS THAN 36"
20. FILTER FABRIC BETWEEN DRAIN ROCK AND BEDDING REQUIRED



2 TYPICAL ELECTRICAL CONNECTION AT SITE POLE
NOT TO SCALE

 TRACY		REVIEWED BY: <i>Robert Armijo</i>	STANDARD PLAN NO. 501
		CITY ENGINEER RCE 63173 Res No. 2020-031	DATE: February 18, 2020
		Prepared By: Leisser M.	Checked By: Thomas W.
		Rev:	Rev:

DETAILS



SECTION "A"

NOTES:

1. WHEN MULTIPLE DUCTS ARE IN A COMMON TRENCH, BACK FILL MATERIAL SHALL CONFORM TO CITY OF TRACY STD. PLAN #501.
2. PAVEMENT REPLACEMENT AND TRENCH BACKFILL SHALL CONFORM TO STANDARD PLANS FOR "TRENCHING AND RESURFACING". (STANDARD PLAN NO. 501)
3. A SINGLE UTILITY MAY BE PLACED IN 6" MIN. WIDE ROCKWHEEL TRENCH IN EXISTING STREETS. BACKFILL FOR 6" WIDE TRENCH SHALL CONSIST OF ONE SACK SLURRY MIX. SURFACE RESTORATION WITHIN PAVED AREAS SHALL STILL REQUIRE 9" TEE CUT ON EACH SIDE OF TRENCH.
4. TEMPORARY PAVEMENT SHALL BE PLACED AND MAINTAINED AT THE LEVEL OF THE ADJACENT ROADWAY AT ALL TIMES UNTIL FINAL PAVEMENT REPLACEMENT IS COMPLETED.
5. 48 HOURS WRITTEN NOTICE IS REQUIRED PRIOR TO COMMENCEMENT OF WORK. CALL CITY OF TRACY CONSTRUCTION MANAGEMENT DIVISION AT (209) 831-4600

 TRACY		REVIEWED BY: <i>Robert Armijo</i>	STANDARD PLAN NO. 503
		CITY ENGINEER RCE 63173 Res No. 2020-031	DATE: February 18, 2020
		Prepared By: Leisser M.	Checked By: Thomas W.
		Rev:	Rev:

"DRY" UTILITY LOCATIONS

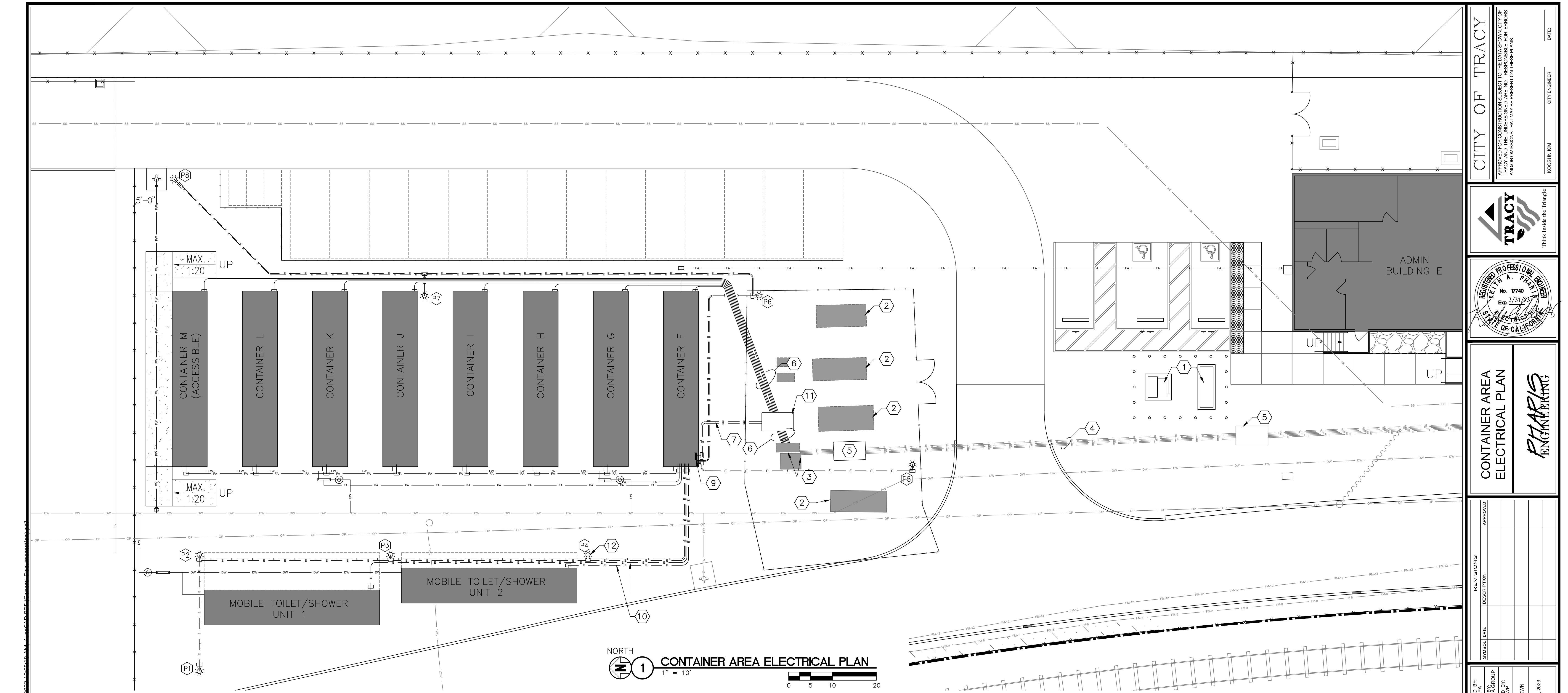
C502

CONTAINER INFRASTRUCTURE
370 ARBOR ROAD 95304
C.I.P. No. 71112

CITY OF TRACY
APPROVED FOR CONSTRUCTION SUBJECT TO THE DATE, SIGN, CITY OF TRACY AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ERRORS AND OR OMISSIONS THAT MAY BE PRESENT ON THESE PLANS.

DATE:

KOSEN KIM
CITY ENGINEER



KEYED NOTES:

- ① FUTURE PERMANENT ELECTRICAL SERVICE TRANSFORMER AND SWITCH
- ② CURRENTLY INSTALLED AND IN-USE TEMPORARY GENERATORS AND ASSOCIATED INFRASTRUCTURE
- ③ CURRENTLY INSTALLED AND IN-USE TEMPORARY GENERATOR DISTRIBUTION PANEL, TO BE EXPANDED BASED ON INTENDED USAGE PER MANUFACTURER'S RECOMMENDATIONS IF NECESSARY
- ④ CURRENTLY INSTALLED AND IN-USE ELECTRICAL CONDUIT, DO NOT DISTURB
- ⑤ CURRENTLY INSTALLED AND IN-USE ELECTRICAL VAULT, DO NOT DISTURB
- ⑥ (8) 2" ELECTRICAL CONDUITS, SEE SEE FEEDER SCHEDULE ON E201 FOR CONDUCTOR SIZES. PROVIDE CONDUCTORS AND TERMINATE IN BUILDING PANEL BOARD AT EACH CONTAINER, SEE SINGLE-LINE.
- ⑦ (2) 2" ELECTRICAL CONDUITS TO IT/ELECTRICAL ROOM AT UNIT F, PROVIDE NEW 120/240V, 1Ø, 3W, 200A PANELBOARD F1 IN ELECT. ROOM. SEE SINGLE-LINE.
- ⑧ NOT USED.

- ⑨ NEW ELECTRICAL PANEL PER KEYNOTE #7. FIELD COORDINATE EXACT LOCATION. SEE SINGLE-LINE.
- ⑩ 2" ELECTRICAL CONDUIT EACH TO MODULAR TOILET UNITS, PROVIDE CIRCUIT TO NEW PANELBOARD F1 IN CONTAINER F ELECTRICAL ROOM (SEE KEYNOTE #7). SEE SINGLE-LINE.
- ⑪ ELECTRICAL HANDHOLE ADJACENT TO EXISTING GENERATOR DISTRIBUTION PANEL. ROUTE CONDUCTORS VIA HANDHOLE TO GENERATOR DISTRIBUTION PANEL AND TERMINATE AS NECESSARY, COORDINATE WITH GENERATOR VENDOR.
- ⑫ CAMERA/LIGHT POLES P1-P8. CONTRACTOR SHALL PROVIDE 1" RGS CONDUIT FROM ADJACENT HANDHOLE, INSTALL THROUGH FOUNDATION PRIOR TO POUR, TO WEATHERPROOF OUTLET BOX WITH COVER NEAR BASE, PROVIDE 3#12 WEATHER RESISTANT WIRING UP THROUGH INTERIOR OF POLE UP TO OUTLET BOX NEAR LOCATION OF CAMERAS (TBD, APPROX. 15' ABOVE GRADE) & PROVIDE 12" SLACK FOR USE BY SECURITY VENDOR. CONFIRM ALL WITH SECURITY VENDOR PRIOR TO ROUGH-IN. SEE DETAIL ON CIVIL.

GENERAL NOTES:

- A. HANHOLES AND UG CONDUIT BY GC. CONDUCTORS, TERMINATIONS, ETC. BY EC.
- B. SEE SINGLE-LINE DIAGRAM AND SCHEDULES ON E201.

LEGEND:

- E — E — E — E — E — UG ELECTRICAL CONDUIT (BY GC)
- NEW SITE POLE AND FOUNDATION (FUTURE CAMERAS AND/OR LIGHTS)

CONTAINER INFRASTRUCTURE
370 ARBOR ROAD 95304
C.I.P. No. 71112

E101

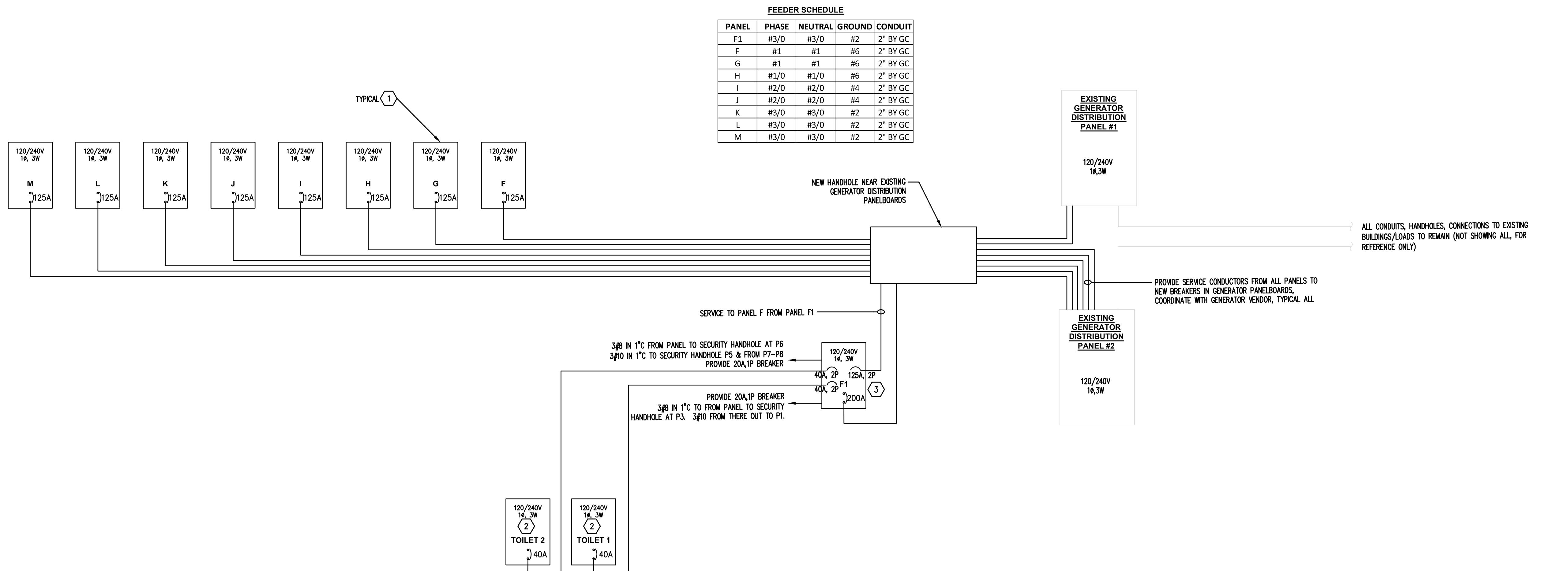
CITY OF TRACY
APPROVED FOR CONSTRUCTION SUBJECT TO THE DATA SHOWN. CITY OF TRACY AND THE UNDERSIGNED ARE NOT RESPONSIVE FOR ERRORS AND/OR OMISSIONS THAT MAY BE PRESENT ON THESE PLANS.
KOSUNKI KIM CITY ENGINEER
DATE: 04/19/2023

TRACY
Think Inside the Triangle
REGISTERED PROFESSIONAL ENGINEER
No. 17740
Exp. 3/31/23
S. STATE OF CALIFORNIA
P. HAP/10
ENGINEERING

CONTAINER AREA
ELECTRICAL PLAN

REVISIONS	APPROVED

DESIGNED BY: COT/KPA DRAWN BY: THE KPA GROUP	CHECKED BY: IRM/PWP	SCALE: AS SHOWN	DATE: APR 19, 2023
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KEYNOTES - PANELBOARD AND RISER DIAGRAM:

1. BRANCH/DISTRIBUTION PANEL BY MODULAR VENDOR, NOT PART OF ELECTRICAL CONTRACT (PROVIDE FEEDER, CONNECTION, GROUNDING, ETC. AS DIRECTED AND/OR REQUIRED BY CEC). TERMINATE FEEDER (SEE TABLE FOR FEEDER SIZES FOR EACH PANEL, SIZED FOR VOLTAGE DROP) INTO EXISTING GENERATOR DISTRIBUTION PANELS (COORDINATE WITH GENERATOR VENDOR TO PROVIDE NEW BREAKERS AND CONFIRM). WITH THESE EXCEPTIONS: PANEL F, TOILET 1 AND TOILET 2 SHALL BE SERVED FROM PANEL F1 AS INDICATED.
2. PROVIDE BRANCH PANEL, NEMA 3R, MOUNT TO UNISTRUT SUPPORT ADJACENT (AS CLOSE AS POSSIBLE) TO EXTERIOR OF MODULAR UNIT, FIELD COORDINATE EXACT LOCATION, ETC.
3. PROVIDE BRANCH PANEL IN CONTAINER F, IT/ELECTRICAL ROOM, FIELD COORDINATE EXACT LOCATION.

GENERAL NOTES- ELECTRICAL:

GENERAL NOTES ELECTRICAL

- A. CONTRACTOR SHALL FOLLOW SEISMIC RESTRAINT AND DESIGN REQUIREMENTS CONTAINED IN LATEST ADOPTED STATE AND INTERNATIONAL BUILDING CODES, WITH ALL AMENDMENTS AS ADOPTED BY THE CURRENT LEGISLATION.
- B. THE TERM "PROVIDE" SHALL MEAN CONTRACTOR SHALL FURNISH AND INSTALL ITEMS AND CONNECT AS REQUIRED TO OBTAIN A COMPLETE WORKING SYSTEM.
- C. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ALL LOCAL, STATE, AND NATIONAL CODES. INCLUDING BUT NOT LIMITED TO LATEST APPLICABLE CALIFORNIA ELECTRICAL CODE, NFPA 70 (NATIONAL ELECTRIC CODE), NFPA 72, INTERNATIONAL BUILDING CODE, CALIFORNIA TITLE 24, ETC.
- D. ALL WORK SHALL BE COORDINATED WITH EXISTING CONDITIONS, NEW CONSTRUCTION, OWNER'S VENDORS, ALL TRADES, AND THEIR DOCUMENTS. THE CONTRACTOR SHALL VISIT THE SITE BEFORE SUBMITTING HIS BID.
- E. NO MORE THAN THREE CIRCUITS (4-SINGLE CONDUCTOR CABLES PLUS GROUND) SHALL BE PULLED IN SINGLE CONDUIT, (EXCEPTION: SEPARATE NEUTRALS FOR GROUND FAULT CIRCUITS). WIRE (EXCEPT GROUND) MUST BE OF SAME SIZE AND MUST BE ON OPPOSITE PHASES IF USING COMMON NEUTRAL. ALL PANELBOARDS AND WIRING SHALL MEET NEC 210.4 MULTIWIRE BRANCH CIRCUITS. IT IS AT THE CONTRACTOR'S DISCRETION TO EITHER PROVIDE DEDICATED NEUTRALS OR MULTI-POLE BREAKERS.
- F. WHEN RUNNING MORE THAN 3 CURRENT CARRYING CONDUCTORS IN A SINGLE CONDUIT, DERATE AMPACITIES IN ACCORDANCE WITH NFPA 70.
- G. A CODE SIZE INSULATED GROUND CONDUCTOR SHALL BE PROVIDED IN ALL FEEDER AND BRANCH CIRCUIT CONDUITS.
- H. ALL THHN/THWN/THHW/THW/XHHW CONDUCTORS ARE SIZED BASED ON 75°C TEMPERATURE RATING. ALL TERMINATIONS FOR ALL EQUIPMENT AND DEVICES SHALL BE LISTED AND IDENTIFIED FOR USE WITH 75°C CONDUCTORS. IF CONTRACTOR PROVIDES TERMINATIONS OF LESS THAN 75°C, THE ASSOCIATED CONDUCTOR SIZES SHALL BE INCREASED DUE TO THE DERATING AMPACITY PER NEC TABLE 310-15(B)(16). CONTRACTOR SHALL MAKE ALL CHANGES (I.E. CONDUIT SIZES, ETC.) AS NECESSARY AND SHALL MAKE ALL REVISIONS ON "AS-BUILT" DRAWINGS.
- I. SEE DRAWING E202 FOR PANEL SCHEDULES.

120/240V 1-Phase 3-Wire LIGHTING PANEL
 Name: F1
 Mains: 200A Main molded case breaker
 Trim: Surface Door: Yes
 Neutral: S/N
 Ground bar: Yes
 Min Sym IC: 25000
 Fed from: TEMP GEN POWER PANEL
 Feeder: Note 1

CIR DESCRIPTION	CONDUIT	PHASE	NEUT	GND	TRIP POLES		A	B	POLES	TRIP	CONDUIT	PHASE	NEUT	GND	DESCRIPTION	CIR	
					A	B											
1 TOILET 1	1"	#8	#8	#10	40	2	2500		2500	2	40	1"	#8	#8	#10	TOILET 2	2
3 -		#8					2500	2500					#8				4
5 SECURITY CAMERA	1"	#12	#12	#12	20	1	1000	8000		2	125	2"	#1	#1	#6	CONTAINER F	6
7 Spare	-				20	1	1000	8000					#1				8
9 Spare	-				20	1	1000						#1				
11 Space only	-						1000			1	20	1"	#12	#12	#12	SECURITY CAMERA	10
13 Space only	-															Spare	12
15 Space only	-															Space only	14
17 Space only	-															Space only	16
19 Space only	-															Space only	18
21 Space only	-															Space only	20
23 Space only	-															Space only	22
25 Space only	-															Space only	24
27 Space only	-															Space only	26
29 Space only	-															Space only	28
																Space only	30
Phase load totals				A	16000			B	15000								

Demand load = 31.0 KVA

Demand amps = 129

Notes for F1:

1 Feeder per Table

120/240V 1-Phase 3-Wire LIGHTING PANEL
 Name: TOILET1
 Mains: 40A Main molded case breaker
 Trim: Exterior NEMA 3R Door: Yes
 Neutral: S/N
 Ground bar: Yes
 Min Sym IC: 10000
 Fed from: F1
 Feeder: Note 1

CIR DESCRIPTION	CONDUIT	PHASE	NEUT	GND	TRIP POLES		A	B	POLES	TRIP	CONDUIT	PHASE	NEUT	GND	DESCRIPTION	CIR	
					A	B											
1 Lighting	3/4	#12	#12	#12	20	1	1260		1260	1	20	3/4	#12	#12	#12	Receptacles	2
3 OTHER CONNECTION	3/4	#12	#12	#12	20	1		1000	1000	1	20	3/4	#12	#12	#12	OTHER CONNECTION	4
5 OTHER CONNECTION	3/4	#12	#12	#12	20	1	1000		1000	1	20	3/4	#12	#12	#12	OTHER CONNECTION	6
7 Space only	-						1									Space only	8
9 Space only	-															Space only	10
11 Space only	-															Space only	12
Phase load totals				A	4520			B	2000								

Demand load = 6.8 KVA

Demand amps = 28

Notes for TOILET2:

1 Feeder is (1) 1" - 3#8 + #10 GND THWN Copper

2 CIRCUITS SHOWN ARE APPROXIMATE BASED ON INFO PROVIDED, COORDINATE EXACT BRANCH CIRCUITS WITH MODULAR VENDOR

120/240V 1-Phase 3-Wire LIGHTING PANEL
 Name: TOILET2
 Mains: 40A Main molded case breaker
 Trim: Exterior NEMA 3R Door: Yes
 Neutral: S/N
 Ground bar: Yes
 Min Sym IC: 10000
 Fed from: F1
 Feeder: Note 1

CIR DESCRIPTION	CONDUIT	PHASE	NEUT	GND	TRIP POLES		A	B	POLES	TRIP	CONDUIT	PHASE	NEUT	GND	DESCRIPTION	CIR	
					A	B											
1 Lighting	3/4	#12	#12	#12	20	1	1260		1260	1	20	3/4	#12	#12	#12	Receptacles	2
3 OTHER CONNECTION	3/4	#12	#12	#12	20	1		1000	1000	1	20	3/4	#12	#12	#12	OTHER CONNECTION	4
5 OTHER CONNECTION	3/4	#12	#12	#12	20	1	1000		1000	1	20	3/4	#12	#12	#12	OTHER CONNECTION	6
7 Space only	-						1						1			Space only	8
9 Space only	-												1			Space only	10
11 Space only	-												1			Space only	12
Phase load totals				A	4520			B	2000								

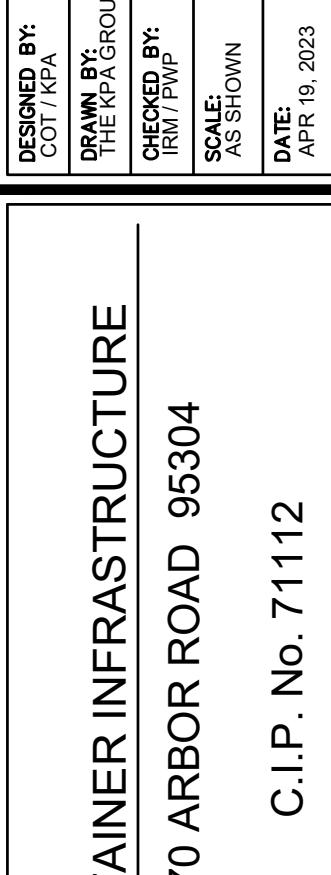
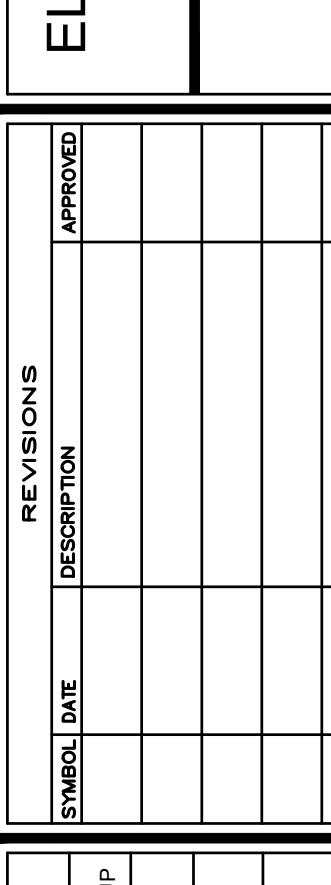
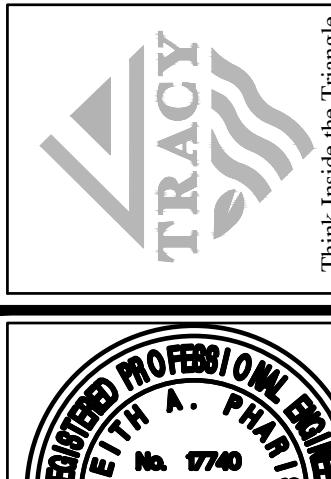
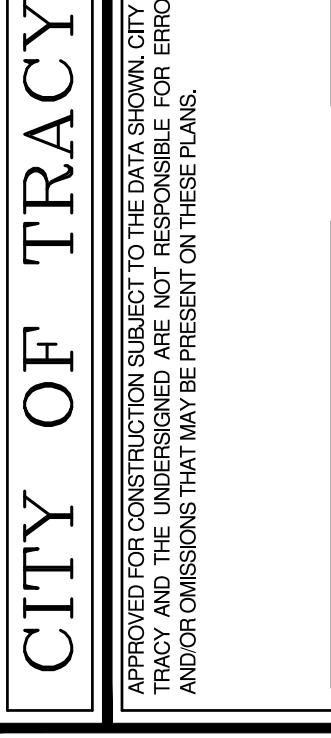
Demand load = 6.8 KVA

Demand amps = 28

Notes for TOILET2:

1 Feeder is (1) 1" - 3#8 + #10 GND THWN Copper

2 CIRCUITS SHOWN ARE APPROXIMATE BASED ON INFO PROVIDED, COORDINATE EXACT BRANCH CIRCUITS WITH MODULAR VENDOR



CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

- (1) Making a determination that compliance with standard procurement process is not in the best interest of the City and dispense the bidding requirements for the additional scope of work pursuant to California Public Contract Code Section 22050 and Tracy Municipal Code Section 2.20.270(a) and;
- (2) City Council retroactively approve the following general services agreement prior to presenting to the Tracy Homelessness Advisory Committee due to the emergency nature of the housing crisis and the impending grant deadlines, a formal bidding process under the Public Contract Code will prevent the City from addressing the immediate need to provide shelter to the unhoused;
- (3) Approving general services agreements with Tennyson Electric Inc. for the installation of all electrical utilities and GradeTech, Inc. for the additional construction work required, including underground utilities, as part of the site improvements for the Phase IV Custom Containers at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue and;
- (4) Approving an amendment to the construction contract with GradeTech, Inc. and Tennyson Electric Inc. for Capital Improvement Project (CIP) 71112 Arbor Temporary Emergency Housing Project expanding the scope of work in the amount of \$135,000 in anticipated work for a total not to exceed amount of \$435,000 for GradeTech, Inc and expanding the scope of work in the amount of \$30,110 in anticipated work for a total not to exceed amount of \$155,110 for Tennyson Electric Inc.

WHEREAS, on March 10, 2020, The Tracy City Council (Council) adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2; and

WHEREAS, for the subsequent two years, the City actively pursued the development and construction of a temporary housing shelter on City-owned land located on Arbor Avenue to serve as an ongoing full-service temporary housing solution for the City's unsheltered (the Project); and

WHEREAS, on April 19, 2022, through Resolution No. 2022-052, Council awarded the Project in the amount of \$1,978,480 to GradeTech, Inc. for Phase I, which consisted of demolition, rough grading, installation of underground utilities, and site preparation work. During construction numerous buried underground structures and abandoned utilities were encountered. The first change order with GradeTech, Inc. was to remove these unforeseen structures; and

WHEREAS, on September 1, 2020, City Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Project on Arbor Avenue, CIP

71112 (Project) to create a safe and dignified facility for residents experiencing homelessness; and

WHEREAS, on August 16, 2022, Council adopted Resolution No. 2022-121, which reaffirmed an emergency shelter crisis as the City continued to experience an increasing number of unsheltered individuals; and

WHEREAS, due to the declaration of an emergency, the Resolution authorized the City Manager to take requisite actions needed to expeditiously provide interim housing solutions; and

WHEREAS, the Resolution dispensed the competitive bidding requirements for professional services pursuant to Tracy Municipal Code Section 2.20.140(b)(6); and

WHEREAS, on June 15, 2023 the Tracy Homelessness Advisory Committee (THAC) was presented with an item to discuss and provide direction regarding Phase IV – Custom Containers at the Temporary Emergency Housing Facility; and

WHEREAS, THAC members agreed to make a motion, during Council Items at the next City Council meeting, that the City Council hear the item directly on July 5, 2023; and

WHEREAS, July 5, 2023, as part of the Phase IV interim shelter facility improvements, City Council authorized the purchase of eight (8) custom container dormitories from Linked Equipment under Resolution 2023-140; and

WHEREAS, the City Council previously awarded a construction contract to GradeTech, Inc. to conduct demolition, rough grading, installation of underground utilities, and design work for the Phase I work for the Temporary Emergency Housing Facility on Arbor Avenue, Capital Improvement Project (CIP) 71112 (Project) on April 19, 2022, pursuant to Resolution No. 2022-052; and

WHEREAS, in December of 2022, under Resolution 2022-197, a change order to the GradeTech, Inc. contract for Phase I was approved for anticipated work in the amount of \$300,000. Due to the delays related to the Phase IV containers, in early 2023, the anticipated work for Phase IV could not be completed; and

WHEREAS, GradeTech requested that the Phase I contract be closed out, and to release the contract retention, because the contract work had been completed in October 2022; and

WHEREAS, to move forward with the completion, installation, and operation of custom containers (Phase IV) for the Project, additional construction work by GradeTech, Inc. requires City Council approval of an agreement in the amount of \$432,124, which includes the initial \$300,000 previously approved and an additional allocation of \$132,124 from CIP 71112, is currently being requested; and

WHEREAS, City Council also awarded a construction contract with Tennyson Electric, Inc., to install all electrical utilities for the Modulars (Phase III) and Custom Containers (Phase IV) sleeping quarters, under Resolution 2022-197 for work performed in the amount of \$125,000 and \$125,000 in anticipated electrical work; and

WHEREAS, Phase III work was performed under an agreement that only included Phase III work; and

WHEREAS, retroactive approval by City Council of an agreement with Tennyson Electric, Inc., in the amount of \$155,110, which includes the \$125,000 previously approved under Resolution 2022-197 and an additional allocation of \$30,110 from CIP 71112, is requested; and

WHEREAS, staff is requesting that the City Council approve agreements with GradeTech, Inc. and Tennyson Electric, Inc, and the additional allocations to complete the remaining preparation work for the containers and waive the bidding requirements under the Public Contract Code and Tracy Municipal Code due to the emergency need for housing and impending grant deadlines; and

WHEREAS, the City was awarded a grant from Health Plan of San Joaquin in the amount of \$1.2 million dollars and in order to comply with the grant's requirements, the containers must be fully operational by October 31, 2023; and

WHEREAS, In order to meet that deadline, these site improvements need to commence immediately for the completion of Phase IV Custom Containers; now, therefore, be it

RESOLVED: That the City Council makes a determination that compliance with standard procurement process is not in the best interest of the City, and that the City may dispense with the bidding requirements for the additional scope of work, pursuant to California Public Contract Code Section 22050 and Tracy Municipal Code Section 2.20.270(a); and be it

FURTHER RESOLVED: That the City Council retroactively approve the following general services agreement prior to presenting to the Tracy Homelessness Advisory Committee due to the emergency nature of the housing crisis and the impending grant deadlines, and that a formal bidding process under the Public Contract Code will prevent the City from addressing the immediate need to provide shelter to the unhoused; and be it

FURTHER RESOLVED: That the City Council approves general services agreements with Tennyson Electric Inc. for the installation of all electrical utilities and GradeTech, Inc. for the additional construction work required, including underground utilities, as part of the site improvements for the Phase IV Custom Containers at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue; and be it

FUTHER RESOLVED: That the City Council approves an amendment to the construction contract with GradeTech, Inc. and Tennyson Electric Inc. for Capital Improvement Project (CIP) 71112 Arbor Temporary Emergency Housing Project expanding the scope of work in the amount of \$135,000 in anticipated work for a total not to exceed amount of \$435,000 for GradeTech, Inc and expanding the scope of work in the amount of \$30,110 in anticipated work for a total not to exceed amount of \$155,110 for Tennyson Electric Inc.

* * * * *

The foregoing Resolution 2023-_____ was adopted by the City Council on _____, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Shelter Site (renamed Phase III and Phase IV of the Temporary Emergency Housing Facility, CIP 71112); and be it

FURTHER RESOLVED: That the City Council hereby appropriates \$595,000 of the total grant funds to the Mobility and Housing Department, Homeless Services Division.

* * * * *

The foregoing Resolution 2023-_____ was adopted by the City Council on September 5, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

N

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

August 17, 2023

Agenda Item 3.C

RECOMMENDATION

Staff recommends that the Tracy Homelessness Advisory Committee recommend that City Council adopt a resolution: 1) Authorizing the acceptance of a grant award from San Joaquin County Homelessness Housing Assistance and Prevention Round 3 allocation in the amount of \$251,795 to partially fund operations costs of the Tracy Interim Shelter Site (renamed Phase III and Phase IV of the Temporary Emergency Housing Facility, CIP 71112); and 2) Appropriating \$251,795 of the total grant funds to the Mobility and Housing Department, Homeless Services Division.

EXECUTIVE SUMMARY

This item provides Council with an opportunity to receive a grant award in the amount of \$251,795 from San Joaquin County Homelessness Housing Assistance and Prevention Round 3 allocation for the Tracy Interim Shelter Site project (renamed Phase III and Phase IV of the Temporary Emergency Housing Facility). This grant is funded by San Joaquin County Homelessness Housing Assistance and Prevention Round 3 allocation and is being allocated to partially fund operations costs at the Temporary Emergency Housing Facility.

BACKGROUND AND LEGISLATIVE HISTORY

The Tracy Interim Shelter Site project (renamed Phase III and Phase IV of the Temporary Emergency Housing Facility) was authorized in August 2022 under an emergency shelter declaration to advance the needs to house the unsheltered in Tracy. On August 16, 2022, staff recommended that City Council reject the single bid received for the Temporary Emergency Housing Shelter Project on Arbor Avenue, Site Improvements Construction Package 2 (renamed Phase II), CIP 71112, and authorize staff to re-advertise the project and rebid of the project. As this created a delay, the City Council adopted Resolution No. 2022-121 (“Resolution”), which reaffirmed an emergency shelter crisis as the City of Tracy continues to experience an increasing number of unsheltered individuals. Under this authorization, the City Manager entered into a five-year lease agreement for four Modular Units and one Administration Unit that provide approximately 48 beds for individuals; and a one-year lease for generators. This project has been renamed Phase III of the Temporary Emergency Housing Facility. In addition, the City Manager was authorized to purchase eight Custom Containers to provide approximately 38 beds for individuals. This project has been renamed Phase IV of the Temporary Emergency Housing Facility.

On January 5, 2023, the City's Homeless Services Division applied for the HHAP Round 3 San Joaquin County allocation to the San Joaquin County Program Administrator for Homeless Initiatives. This application included shelter operations, street outreach and services coordination funding requests in the amount of \$1.4 million dollars. On March 29, 2023, the City was notified of the award in the amount of \$251,795 to support shelter operations at the Tracy Interim Shelter site.

ANALYSIS AND DISCUSSION

The Temporary Emergency Housing Facility Project was developed as a “Campus Concept” comprised of four phases of which areas are in the final design stages and/or construction. This grant funding will be used to cover operation costs for the Tracy Temporary Emergency Housing Facility: Phase III. This project is intended to provide a site for those seeking shelter within the City limits and the approval of this item will accept the grant.

FISCAL IMPACT

Upon acceptance of this grant, the Mobility and Housing Department, Homeless Services Division will receive and appropriate \$251,795 in grant funds from San Joaquin County Homelessness Housing Assistance and Prevention Round 3 allocation. The funding will be allocated for the operations services reflected below to continue with the operation of the Temporary Emergency Housing Facility: Phase III. The \$251,795 grant is to be appropriated to the FY2023-24 Homeless Services division operating budget. There is no City match requirement for the acceptance of this grant.

Name:	City of Tracy		
Location:	370 W. Arbor Avenue, Tracy, CA 95304		
Activity:	Shelter Operations		
HHAP Round 3 Budget			
	Personnel Expenses	FTE %	BUDGET
CITY NET	CASE MANAGER	100.00	\$ 77,359
TRACY COMMUNITY CONNECTION CENTER			
	STREET OUTREACH	100.00	\$ 50,998
	STREET OUTREACH	100.00	\$ 39,750
	STREET OUTREACH	0.50	\$ 7,903
	*Total Personnel Expenses		\$ 176,010
	Non-Personnel Expenses	# Months	BUDGET
CITY NET	CLIENT MEALS/SUPPLIES	8	\$ 75,785
	Total Non-Personnel Expenses		\$ 75,785
Total Expenses			\$ 251,795

CEQA DETERMINATION

A CEQA determination is not required of this item.

STRATEGIC PLAN

This agenda item supports City Council's Homelessness Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the Tracy Homelessness Advisory Committee recommend that City Council adopt a resolution: 1) Authorizing the acceptance of a grant award from San Joaquin County Homelessness Housing Assistance and Prevention Round 3 allocation in the amount of \$251,795 to partially fund operations costs of the Tracy Interim Shelter Site (renamed Phase III and Phase IV of the Temporary Emergency Housing Facility, CIP 71112); and 2) Appropriating \$251,795 of the total grant funds to the Mobility and Housing Department, Homeless Services Division.

Prepared by: Virginia Carney, Homeless Services Manager

Reviewed by: Adriana Castaneda, Director of Mobility of Housing

Reviewed by: Brian MacDonald, Interim Assistant City Manager

Reviewed by: Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, Acting City Manager

ATTACHMENTS

Attachment A –City of Tracy HHAP 3 Subrecipient Agreement

SAN JOAQUIN COUNTY

2020 HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP) PROGRAM - ROUND 3
SUBRECIPIENT AGREEMENT

This SUBRECIPIENT AGREEMENT entered into, by and between San Joaquin County, A political subdivision of the State of California, hereinafter referred to as "COUNTY" and City of Tracy herein after referred to as "SUBRECIPIENT". Collectively "COUNTY" and "SUBRECIPIENT" are the "Parties".

The term of this SUBRECIPIENT AGREEMENT is the date of the Effective Date (_____) through the Expiration Date, June 30, 2026.

The COUNTY is hereby awarding the SUBRECIPIENT an amount not to exceed: \$251,795.53 (the FUNDS) as applied for by the SUBRECIPIENT in its San Joaquin Continuum of Care HHAP Program Application (SUBRECIPIENT'S APPLICATION) submitted to the COUNTY, which is hereby made part of this SUBRECIPIENT Agreement.

The Parties agree to comply with the terms and conditions of the following Exhibits, which are hereby made part of this SUBRECIPIENT Agreement:

- Exhibit A Authority, Purpose and Scope of Work
- Exhibit B Budget Detail and Payment Provisions
- Exhibit C Terms and Conditions
- Exhibit D Special Terms and Conditions
- Exhibit E Final Budget

TOTAL NUMBER OF PAGES ATTACHED: ___ Pages

The effective date of this SUBRECIPIENT AGREEMENT shall be the date the last of the Parties signs this Agreement (the EFFECTIVE DATE).

IN WITNESS WHEREOF, THIS SUBRECIPIENT AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

SUBRECIPIENT's NAME

SUBRECIPIENT AUTHORIZED SIGNATURE	TITLE
	Homeless Services Manager
PRINTED NAME OF PERSON SIGNING	DATE SIGNED
Virginia Carney	
COUNTY AGENCY SIGNATURE	TITLE
	Assistant Director
PRINTED NAME OF PERSON SIGNING	DATE SIGNED
Matt Garber	

HHAP ROUND 3 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP-3 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This SUBRECIPIENT AGREEMENT along with all its exhibits ("AGREEMENT") is entered into by the COUNTY and the SUBRECIPIENT under the authority of, and in furtherance of the purpose of, the Program. In signing this AGREEMENT and thereby accepting this award of funds, the SUBRECIPIENT agrees to comply with the terms and conditions of the AGREEMENT, the NOFA under which the SUBRECIPIENT applied, the representations contained in the SUBRECIPIENT'S APPLICATION, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to provide one-time block grant funding to support regional coordination, and to expand or develop local capacity to address immediate homelessness challenges. Activities will be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. In accordance with the authority cited above, an application was created and submitted by the SUBRECIPIENT for The FUNDS to be allocated for eligible uses as stated in Health and Safety Code section 50216.

3. Definitions

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) — (q):

- A. "COUNTY" means San Joaquin County.
- B. "SUBRECIPIENT" means a nonprofit, public agency or a for-profit entity.
- C. "Continuum of care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

HHAP ROUND 3 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

- D. "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- E. "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- F. "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.
- G. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- H. "Homeless Management Information System"(HMIS) means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.
- I. "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.
- J. "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.
- K. "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all the core components listed therein.
- L. "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides

HHAP ROUND 3 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

M. "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws. Eligible uses include the following:

- A. Rental assistance and rapid rehousing.
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- D. Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- G. Prevention and shelter diversion to permanent housing.
- H. New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i. The number of available shelter beds in the city, county, or region served by a continuum of care.
 - ii. The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - iii. Shelter vacancy rate in the summer and winter months.
 - iv. Percentage of exits from emergency shelters to permanent housing solutions.
 - v. A plan to connect residents to permanent housing.

HHAP ROUND 3 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

- vi. Any new interim sheltering funded by HHAP – 3 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize intervention other than congregate shelters.
- I. Improvements to existing emergency shelters to lower barriers and increase privacy.

HHAP ROUND 3 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

J.

5. COUNTY Contract Coordinator

The COUNTY'S Contract Coordinator for this AGREEMENT is the COUNTY'S Health Care Services Agency, Neighborhood Preservation Division. Unless otherwise instructed, any notice, report, or other communication requiring an original SUBRECIPIENT signature for this AGREEMENT shall be mailed to the COUNTY Contract Coordinator.

The Representatives during the term of this Agreement will be:

	GRANTEE	SUBRECIPIENT
ENTITY:	San Joaquin County	City of Tracy
SECTION/UNIT:	Neighborhood Preservation	
Address:	16988 S. Harlan Rd Lathrop, CA 95330	333 Civic Center Plaza Tracy, CA 95376
CONTRACT COORDINATOR:	Nancy Perez	Virginia Carney
PHONE NUMBER:	209-468-3139	209-831-6119
EMAIL ADDRESS:	nperez3@sjchcs.org	Virginia.carney@cityoftracy.org

All requests to update the SUBRECIPIENT information listed within this AGREEMENT shall be emailed to the COUNTY Health Care Services Agency - Neighborhood Preservation Division general email box at neighborhood@sjchcs.org. The SUBRECIPIENT reserves the right to change their representative and/or contact information at any time with notice to the COUNTY.

6. Effective Date, Term of Agreement, and Deadlines

A. This AGREEMENT is effective upon approval by the COUNTY (indicated by the signature provided by the COUNTY in the lower left section of page one, when signed by all parties).

B. Full Expenditure of the FUNDS

i. All FUNDS (100 percent) must be expended by June 30, 2026. Any FUNDS not expended by that date shall revert to the State General Fund.

Subrecipient Initials _____

HHAP ROUND 3 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

7. Special Conditions

The COUNTY reserves the right to add any special conditions to this AGREEMENT it deems necessary to ensure that the goals of the Program are achieved.

HHAP ROUND 3 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions

1. Budget Detail & Changes

The SUBRECIPIENT agrees that the FUNDS shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The SUBRECIPIENT shall expend the FUNDS on eligible activities as detailed in the final budget as referenced in Exhibit F. The SUBRECIPIENT shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of the FUNDS.

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the County so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the final budget. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the COUNTY'S Contract Coordinator and his/her designee, in writing, before the SUBRECIPIENT may expend the FUNDS according to an alternative budget. The COUNTY'S Contract Coordinator will respond to SUBRECIPIENT with approval or denial of request. Failure to obtain written approval from the COUNTY'S Contract Coordinator or his/her designee as required by this section may be considered a breach of this AGREEMENT.

2. General Conditions Prior to Disbursement

The SUBRECIPIENT must submit the signed AGREEMENT, and initialed Exhibits A through D.

3. Disbursement of Funds

The FUNDS will be disbursed to the SUBRECIPIENT upon receipt, review and approval of the completed AGREEMENT.

The COUNTY agrees to distribute to the SUBRECIPIENT the total sum of the FUNDS over the term of this agreement on a reimbursement basis.

The SUBRECIPIENT shall submit invoices, receipts, or other sufficient proof of the SUBRECIPIENT's billing for the grant activity(ies) to the COUNTY and the COUNTY will distribute the FUNDS to the SUBRECIPIENT in the amount of those receipts or other sufficient proof.

4. Reimbursement

The FUNDS should not generally be obligated or expended prior to the effective date of this Agreement. However, the COUNTY acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

- A. Reimbursement is not permitted for activities occurring prior to September 7, 2021.
- B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.

Subrecipient Initials _____

HHAP ROUND 3 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions

C. Approval from the COUNTY must be obtained prior to obtaining reimbursement.

5. Ineligible Costs

The FUNDS shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

The COUNTY reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this AGREEMENT. If the SUBRECIPIENT or its funded sub-subrecipients use the FUNDS to pay for ineligible activities, the SUBRECIPIENT shall be required to reimburse these FUNDS to the COUNTY.

An expenditure which is not authorized by this AGREEMENT, or by written approval of the COUNTY Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY by the SUBRECIPIENT.

The COUNTY, at its sole and absolute discretion, shall make the final determination regarding the allowability of the FUNDS expenditures.

The FUNDS shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

Subrecipient Initials _____

HHAP ROUND 2 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

1. Termination and Sufficiency of Funds

A. Termination of AGREEMENT

The COUNTY may terminate this AGREEMENT at any time for cause by giving a minimum of 14 days notice of termination, in writing, to the SUBRECIPIENT. Cause shall consist of violations of any conditions of this AGREEMENT, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of COUNTY'S expenditure authority.

2. Transfers

The SUBRECIPIENT may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this AGREEMENT or any part thereof, except with the prior written approval of the COUNTY and a formal amendment to this AGREEMENT to affect such subcontract or novation.

3. Reporting/Audits

A. Annual Report Deadlines

By December 31, 2023, and annually on that date thereafter until all funds have been expended, the SUBRECIPIENT shall submit an annual report to the COUNTY in a format provided by the COUNTY. If the SUBRECIPIENT fails to provide such documentation, the COUNTY may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

B. Reporting Requirements

The annual report shall contain detailed information in accordance with Health and Safety Code section 50221, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by the County:

- i. An ongoing tracking of the specific uses and expenditures of any FUNDS broken out by eligible uses listed, including the current status of those FUNDS.
- ii. The number of homeless individuals served by the FUNDS in that year, and a total number served in all years of the Program, as well as the homeless populations served.
- iii. The types of housing assistance provided, broken out by the number of individuals.
- iv. Outcome data for an individual served through the FUNDS, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, the COUNTY requires the SUBRECIPIENT to submit quarterly expenditure reports due no later than 14 days following the end of each fiscal quarter. The SUBRECIPIENT shall submit a report to the COUNTY on a form and method provided by the COUNTY that includes the ongoing tracking of the specific uses and expenditures of any of the

Subrecipient Initials _____

HHAP ROUND 2 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

FUNDS broken out by eligible uses listed, including the current status of those FUNDS, as well as any additional information the agency deems appropriate or necessary.

The COUNTY may require additional supplemental reporting with written notice to the SUBRECIPIENT.

4. Auditing

The COUNTY reserves the right to perform or cause to be performed a financial audit. At the COUNTY'S request, the SUBRECIPIENT shall provide, at its own expense, a financial audit prepared by a certified public accountant.

- A. If a financial audit is required by the COUNTY, the audit shall be performed by an independent certified public accountant.
- B. The SUBRECIPIENT shall notify the COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the COUNTY to the independent auditor's working papers.
- C. The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
- D. If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to the COUNTY for each audit finding within 90 days from the date of the audit finding report.

5. Inspection and Retention of Records

A. Record Inspection

The SUBRECIPIENT agrees that COUNTY or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this AGREEMENT. The SUBRECIPIENT agrees to provide the COUNTY, or its designee, with any relevant information requested. The SUBRECIPIENT agrees to give the COUNTY or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the HHAP program laws, the HHAP program guidance document published on the website, and this AGREEMENT.

B. Record Retention

The SUBRECIPIENT further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this AGREEMENT.

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HHAP ROUND 2 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

Subrecipient Initials _____

HHAP ROUND 2 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

6. Breach and Remedies

A. Breach of AGREEMENT

Breach of this AGREEMENT includes, but is not limited to, the following events:

- i. SUBRECIPIENT's failure to comply with the terms or conditions of this AGREEMENT.
- ii. Use of, or permitting the use of, FUNDS provided under this AGREEMENT for any ineligible activities.
- iii. Any failure to comply with the deadlines set forth in this AGREEMENT.

B. Remedies for Breach of AGREEMENT

In addition to any other remedies that may be available to the COUNTY in law or equity for breach of this AGREEMENT, the COUNTY may:

- i. Bar the SUBRECIPIENT from applying for future funds;
- ii. Revoke any other existing HHAP award(s) to the SUBRECIPIENT;
- iii. Require repayment of the FUNDS disbursed and expended under this AGREEMENT; and
- iv. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.

C. All remedies available to the COUNTY are cumulative and not exclusive.

D. The COUNTY may give written notice to the SUBRECIPIENT to cure the breach or violation within a period of not less than 15 days.

7. Waivers

No waiver of any breach of this AGREEMENT shall be held to be a waiver of any prior or subsequent breach. The failure of the COUNTY to enforce at any time the provisions of this AGREEMENT, or to require at any time, performance by the SUBRECIPIENT of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this AGREEMENT or the right of the COUNTY to enforce these provisions.

Subrecipient Initials _____

HHAP ROUND 2 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

8. Nondiscrimination

During the performance of this AGREEMENT, the SUBRECIPIENT and its sub-subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. The COUNTY and SUBRECIPIENTS shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The SUBRECIPIENT and its sub-subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 1 1000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, SS 1 1135 - 11 139.5).

SUBRECIPIENT and its sub-subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. Conflict of Interest

All SUBRECIPIENTS are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

10. Drug-Free Workplace Certification

Certification of Compliance: By signing this AGREEMENT, the SUBRECIPIENT hereby certifies, under penalty of perjury under the laws of State of California, that it and its sub-subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, S 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and sub-subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees or sub-subrecipients for violations, as required by Government Code section 8355, subdivision (a) (1).

HHAP ROUND 2 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees or sub-subrecipients about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance program; and
 - iv. Penalties that may be imposed upon employees and sub-subrecipients for drug abuse violations.
- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or sub-subrecipient that works under this Agreement:
 - i. Will receive a copy of SUBRECIPIENT's drug-free policy statement, and
 - ii. Will agree to abide by terms of the COUNTY'S condition of employment or subcontract.

11. Child Support Compliance Act

For any AGREEMENT in excess of \$100,000, the SUBRECIPIENT acknowledges in accordance with Public Contract Code 7110, that:

- A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. Special Conditions — SUBRECIPIENT/SUB-SUBRECIPIENT

The SUBRECIPIENT agrees to comply with all conditions of this SUBRECIPIENT AGREEMENT including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of the County prior to disbursement of funds. The SUBRECIPIENT shall ensure that all sub-subrecipients are made aware of and agree to comply with all the conditions of this AGREEMENT and the applicable State requirements governing the use of the FUNDS. Failure to comply with these conditions may result in termination of this AGREEMENT.

- A. The agreement between the SUBRECIPIENT and any sub-subrecipient shall require the SUBRECIPIENT and its sub-subrecipient, if any, to:
 - i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

Subrecipient Initials _____

HHAP ROUND 2 SUBRECIPIENT AGREEMENT
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- ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the SUBRECIPIENT or any sub-subrecipient in performing the work or any part of it.
- iv. Agree to include all the terms of this AGREEMENT in each subcontract.

13. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The SUBRECIPIENT agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the SUBRECIPIENT, its sub-subrecipients, and all eligible activities.

SUBRECIPIENT shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this AGREEMENT, including those necessary to perform design, construction, or operation and maintenance of the activities. SUBRECIPIENT shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. SUBRECIPIENT shall provide copies of permits and approvals to the COUNTY upon request.

14. Inspections

- A. SUBRECIPIENT shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this AGREEMENT.
- B. The COUNTY reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this AGREEMENT.
- C. SUBRECIPIENT agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the sub-subrecipients until it is corrected.

15. Litigation

- A. If any provision of this AGREEMENT, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the COUNTY, shall not affect any other provisions of this Agreement and the remainder of this

HHAP ROUND 2 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

AGREEMENT shall remain in full force and effect. Therefore, the provisions of this AGREEMENT are and shall be deemed severable.

- B. The SUBRECIPIENT shall notify the COUNTY immediately of any claim or action undertaken by or against it, which affects or may affect this AGREEMENT or the COUNTY, and shall take such action with respect to the claim or action as is consistent with the terms of this AGREEMENT and the interests of the COUNTY.

HHAP ROUND 2 SUBRECIPIENT AGREEMENT
EXHIBIT D
Special Terms and Conditions

1. Any housing-related activities funded with the FUNDS, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b).
2. The SUBRECIPIENT shall regularly submit Project Service client-level data to the SJCoC's HMIS, except for victim service providers, who are not permitted to enter data into HMIS, and legal service providers, who may choose not to use HMIS if it is necessary to protect attorney-client privilege.
 - A. If SUBRECIPIENT is a victim service provider it shall establish and operate a comparable database to HMIS that complies with HUD standards.
 - B. The SUBRECIPIENT shall comply with policies and procedures set forth in the SJCoC HMIS Manual, and the COUNTY's HMIS Privacy, Security, and Data Quality Plans.

Subrecipient Initials _____

HHAP 3 - SHELTER OPERATIONS

Name:	City of Tracy		
Location:	370 W. Arbor Avenue, Tracy, CA 95304		
Activity:	Shelter Operations		
			<i>HHAP Round 3 Budget</i>
	Personnel Expenses	FTE %	BUDGET
CITY NET	CASE MANAGER	100.00	\$ 77,359
TRACY COMMUNITY CONNECTION CENTER	STREET OUTREACH	100.00	\$ 50,998
	STREET OUTREACH	100.00	\$ 39,750
	STREET OUTREACH	0.50	\$ 7,903
		*Total Personnel Expenses	
	Non-Personnel Expenses	# Months	BUDGET
CITY NET	CLIENT MEALS/SUPPLIES	8	\$ 75,785
	Total Non-Personnel Expenses		\$ 75,785
Total Expenses			\$ 251,795

*Benefits are included with the budget amounts for each employee

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

1) AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM SAN JOAQUIN COUNTY HOMELESSNESS HOUSING ASSISTANCE AND PREVENTION ROUND 3 IN THE AMOUNT OF \$251,795 TO PARTIALLY FUND OPERATIONS COST OF THE TRACY INTERIM SHELTER SITE (RENAMED PHASE III AND PHASE IV OF THE TEMPORARY EMERGENCY HOUSING FACILITY, CIP 71112); AND 2) APPROPRIATING \$251,795 OF THE TOTAL GRANT FUNDS TO THE MOBILITY AND HOUSING DEPARTMENT, HOMELESS SERVICES DIVISION

WHEREAS, on January 5, 2023, the City of Tracy Homeless Services Division applied for the applied for the HHAP Round 3 San Joaquin County allocation to the San Joaquin County Program Administrator for Homeless Initiatives; and

WHEREAS, the application included shelter operations, street outreach and services coordination funding requests in the amount of \$1.4 Million dollars; and

WHEREAS, on March 29, 2023, San Joaquin County Homelessness Housing Assistance and Prevention Round 3 notified the City of Tracy that the funding request in the amount of \$251,795 was selected for grant funding; and

WHEREAS, the grant provides funding to support shelter operations at the Tracy Interim Shelter Site;

WHEREAS, City match is not required; now therefore be it

WHEREAS, The Tracy Homelessness Advisory Committee heard this item on August 17, 2023 and recommended that the City Council adopt the proposed Resolution; now, therefore, be it

RESOLVED: That the City Council hereby accepts the grant award from San Joaquin County Homelessness Housing Assistance and Prevention Round 3 in the amount of \$251,795 to provide funding to support shelter operations the Tracy Interim Shelter Site project; and be it

FURTHER RESOLVED: That the City Council hereby appropriates \$251,795 of the total grant funds to the Mobility and Housing Department, Homeless Services Division.

The foregoing Resolution 2023-_____ was adopted by the City Council on September 5, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

N

ANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California