



















































concrete shall be per Section 39 of the Caltrans Standard Specifications, 2010 Edition. Unless otherwise noted on PLANS or directed by ENGINEER, asphalt concrete shall be ½" TYPE B, Medium..

3. **Asphalt Concrete 0.20' Grind out and Inlay:** Measurement of this item shall be on a square foot basis as measured on the surface area. Payment shall include full compensation for all materials, tools, labor and equipment necessary to: grind asphalt concrete and base to a depth of twenty hundredths of a foot (0.20'), excavate and salvage grinding, compact sub-grade, and deliver and place asphalt concrete lift. Provision and installation of asphalt concrete shall be per Section 39 of the Caltrans Standard Specifications, 2010 Edition. Unless otherwise noted on PLANS or directed by ENGINEER, asphalt concrete shall be ½" TYPE B, Medium.
4. **Adjust Manholes Lids to Grade:** Measurement for this item shall be on a unit price basis. Payment shall include full compensation for all materials, tools, equipment, labor, and incidentals necessary to excavate, raise to grade and place A/C collar for a sanitary sewer manhole frame and lid.
5. **Adjust Water / Clean-out Pots to Grade:** Measurement for this item shall be on a unit price basis. Payment shall include full compensation for all materials, tools, equipment, labor, and incidentals necessary to excavate, raise to grade and place A/C collar for a water/clean-out pot frame and lid.

\*\*\* END OF SECTION \*\*\*



## SECTION 4

### WATER POLLUTION CONTROL

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

This section contains the CONTRACTOR's contract requirements for the control of storm water, trench water and sediment at the construction site.

##### 1.02 WATER POLLUTION CONTROL

Water pollution control work shall conform to the requirements in the "Arcata Municipal Code Title Seven Chapter Five" and "Arcata Storm Water Management Plan" and the "City of Arcata Storm Water Best Management Practices (BMPs) Manual," and addenda thereto. These manuals are hereinafter referred to respectively as the "Preparation Manual" and the "Construction Site BMPs Manual," and collectively, as the "Manuals." Copies of the Manuals may be viewed at the City of Arcata Department of Public Works, 736 "F" Street, Arcata, Ca., and may also be obtained from the City of Arcata's internet website at: <http://www.arcatacityhall.org>.

The CONTRACTOR shall know and fully comply with applicable provisions of the Manuals, and Federal, State and local regulations and requirements that govern the CONTRACTOR's operations for storm water and non-storm water discharges from both the project site and other areas of disturbance which are directly related to construction activities for this contract.

The CONTRACTOR shall be responsible for penalties assessed or levied on the CONTRACTOR or the CITY as a result of the CONTRACTOR's failure to comply with the provisions in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the CITY or the CONTRACTOR, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

##### 1.03 WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND AMENDMENTS

As part of the water pollution control work, a Water Pollution Control Program (WPCP) is required for this contract.

No WORK having potential to cause water pollution shall be performed until the WPCP has been submitted to the CITY ENGINEER. Submittal shall not constitute a finding that the WPCP complies with applicable requirements of the Manuals and applicable Federal, State and local laws, regulations, and requirements.

The CONTRACTOR shall designate a Water Pollution Control Manager. The Water Pollution Control Manager shall be responsible for the preparation of the WPCP and required modifications or amendments, and shall be responsible for the implementation and adequate functioning of the various water pollution control practices employed. The CONTRACTOR may designate different Water Pollution Control Managers to prepare the WPCP and to implement the water pollution control practices. The Water Pollution Control Managers shall serve as the primary contact for issues related to the WPCP or its implementation. The CONTRACTOR shall assure that the Water Pollution Managers have adequate training and qualifications necessary to prepare the WPCP, implement and maintain water pollution control practices.

Prior to beginning any WORK on the contract, the CONTRACTOR shall submit 3 copies of the WPCP to the ENGINEER.

The WPCP shall incorporate water pollution control practices in the following categories:

- A. Soil stabilization
- B. Sediment control
- C. Wind erosion control
- D. Tracking control
- E. Non-storm water management
- F. Waste management and materials pollution control
- G. Trench water management

The WPCP shall include, but not be limited to, the items described in the Manuals and related information contained in the contract documents.

The CONTRACTOR shall keep one copy of the WPCP and amendments at the project site. The WPCP shall be made available upon request by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests by the public shall be directed to the CITY ENGINEER.

#### 1.04 WPCP

Unless otherwise specified, upon approval of the WPCP, the CONTRACTOR shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the WPCP and in the amendments. Unless otherwise directed by the CITY ENGINEER, the CONTRACTOR's responsibility for WPCP implementation shall continue throughout any temporary suspension of WORK. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these special provisions.

If the CONTRACTOR fails to conform to the provisions of this section, "Water Pollution Control," the CITY ENGINEER may order the suspension of construction operations until the project complies with the requirements of this section.

Implementation of water pollution control practices may vary by season. The Construction Site BMPs Manual and these special provisions shall be followed for

control practice selection of year-round, rainy season and non-rainy season water pollution control practices.

#### Year-Round Implementation Requirements

The CONTRACTOR shall have a year-round program for implementing, inspecting and maintaining water pollution control practices for wind erosion control, tracking control, non-storm water management, waste management, materials pollution control and trench water management.

The National Weather Service weather forecast shall be monitored and used by the CONTRACTOR on a daily basis. An alternative weather forecast proposed by the CONTRACTOR may be used if approved by the CITY ENGINEER. If precipitation is predicted, the necessary water pollution control practices shall be deployed prior to the onset of the precipitation.

Disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 21 days. Nonactive areas shall be protected as prescribed in the Construction Site BMPs Manual within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

#### Rainy Season Implementation Requirements

Soil stabilization and sediment control practices conforming to the requirements of these special provisions shall be provided throughout the rainy season, defined as between October 15, and April 15<sup>th</sup>.

An implementation schedule of required soil stabilization and sediment control practices for disturbed soil areas shall be completed no later than 20 days prior to the beginning of each rainy season. The implementation schedule shall identify the soil stabilization and sediment control practices and the dates when the implementation will be 25 percent, 50 percent and 100 percent complete, respectively. For construction activities beginning during the rainy season, the CONTRACTOR shall implement applicable soil stabilization and sediment control practices.

#### Non-Rainy Season Implementation Requirements

The non-rainy season shall be defined as days outside the defined rainy season. The CONTRACTOR's attention is directed to the Construction Site BMPs Manual for soil stabilization and sediment control implementation requirements on disturbed soil areas during the non-rainy season. Disturbed soil areas within the project shall be protected in conformance with the requirements in the Construction Site BMPs Manual with an effective combination of soil stabilization and sediment control.

## 1.05 REPORTING REQUIREMENTS

### Report of Discharges, Notices or Orders

If the CONTRACTOR identifies discharges into surface waters or drainage systems in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the CONTRACTOR shall immediately inform the CITY ENGINEER. The CONTRACTOR shall submit a written report to the CITY ENGINEER within 7 days of the discharge event, notice or order. The report shall include the following information:

- A. The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
- B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
- C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.
- D. An implementation and maintenance schedule for affected water pollution control practices.

### Report of First-Time Non-Storm Water Discharge

The CONTRACTOR shall notify the CITY ENGINEER at least 3 days in advance of first-time non-storm water discharge events. The CONTRACTOR shall notify the CITY ENGINEER of the operations causing non-storm water discharges and shall obtain field approval for first-time non-storm water discharges. Non-storm water discharges shall be monitored at first-time occurrences and routinely thereafter.

## 1.06 PAYMENT

Payment for water pollution control shall be included in other items of WORK.

\*\*\* END OF SECTION \*\*\*

**BIDDER'S  
BOOK**

Not for Bid Use

**2013**  
**ASPHALT GRIND OUT AND INLAY PROJECT**

**CITY OF ARCATA**  
**BID SCHEDULE**

TO: The City of Arcata  
736 "F" Street  
Arcata, CA 95521

The undersigned is completely familiar with all the conditions affecting the cost of WORK at the place where the WORK is to be done and with the PLANS and CONTRACT DOCUMENTS and addenda thereto, hereby proposes and agrees to perform everything required to be performed and to provide and furnish all required labor, materials, tools, equipment, supervision, and all utility and transportation services necessary to complete in a workmanlike manner for the 2013 Asphalt Grand Out and Inlay Project within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to coordinate and schedule work under this CONTRACT and complete all WORK within **20 WORKING DAYS** after the receipt of the Notice to Proceed.

BIDDER acknowledges receipt of the following ADDENDA, dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

BIDDER has read and understands the contract documents for construction:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sums:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

**BID SCHEDULE**  
**2013 Asphalt Grind Out and Inlay Project**

Item No.	Description	EST. Quantity.	Unit	Unit Price	Total
1.	Mobilization and Traffic Control	1	LS	\$ _____	\$ _____
2.	Asphalt Concrete 045' Grind Out and Inlay	14,200	SqFt	\$ _____	\$ _____
3.	Asphalt Concrete 020' Grind Out and Inlay	40,200	SqFt	\$ _____	\$ _____
4.	Adjust Manhole Lids to Grade	2	EA	\$ _____	\$ _____
5.	Adjust Water / Clean-out Pots to Grade	8	EA	\$ _____	\$ _____

**TOTAL AMOUNT OF BASE BID (in words and numbers)**

	Dollars	\$
(words)		(figures)

Note: Contract award will be made to the lowest responsive, responsible low BIDDER as determined by BASE BID. **Any one bid item that is obviously off-set in the opinion of the City will result in the entire bid being rejected.**

It is further agreed that:

- (a) In case of a discrepancy between words and figures, the words shall prevail, and in the case of a discrepancy between unit prices and totals, the unit price shall prevail.
- (b) THE CITY reserves the right to eliminate any section of this proposal from the contract without claim of the CONTRACTOR for profits lost.
- (c) No verbal agreement or conversation with any officer, agent, or employee of THE CITY, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations of this proposal.
- (d) THE CITY will not be responsible for any errors or omission on the part of the undersigned in making up his/her BID, nor will the BIDDER be released on account of error.
- (e) The undersigned BIDDER is properly licensed in accordance with the State of California Act providing for the registration of Contractors.

- (f) The Undersigned BIDDER certifies that he/she has confirmed that the proposed form of contract, and the plans and specifications are complete.

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Date

SEAL (if Bid is by a corporation)

Not for Bid Use



**BIDDER'S SECURITY**

**ATTACH TO THIS PAGE**

Not for Bid Use

**NOTE: ALL PROJECTS**

**LIST OF SUBCONTRACTORS**

In accordance with the provisions of Section 4104 to 4113, inclusive of the Government Code of the State of California, each **BIDDER** shall list below the name, location, and place of business of each subcontractor who shall perform any portion of the contract **WORK**. In each instance, the nature and extent of the work to be sublet shall be described.

<b>Name of Subcontractor</b>	<b>Address of Office Mill, or Shop</b>	<b>Description of Work to be Performed</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Not for Bid Use

## PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury that the bidder has \_\_\_\_\_ has not \_\_\_\_\_ 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 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.

**THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL**

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has, \_\_\_\_\_ has not, \_\_\_\_\_ participated in a previous contract or subcontract subject to the equal opportunity clause, 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 subcontract 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.

**SMALL BUSINESS STATUS**

Are you certified as a "Small Business" by the Office of Small Business of the Department of General Services of the State of California?

Please check one of the following: \_\_\_\_\_ yes, \_\_\_\_\_ no, \_\_\_\_\_ unsure.

(Note: This small business questionnaire is included for statistical reporting only, and your answer will neither effect your bid on this contract, nor will it be cause for penalty.)

**FEDERAL DEBARMENT AND SUSPENSION**

I certify that I have never been debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension."

# NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: 2013 Asphalt Grind Out and Inlay Project

THE CITY has considered the BID submitted by you for the above described WORK in response to its Notice to Contractors dated \_\_\_\_\_, 20\_\_, and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Instruction to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Labor and Materials Bond, Guaranty Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Owner: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_ Title \_\_\_\_\_

CONTRACT BETWEEN \_\_\_\_\_ AND  
THE CITY OF ARCATA FOR  
\_\_\_\_\_

This CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the City of Arcata, a municipal corporation ("City"), and \_\_\_\_\_, a \_\_\_\_\_ ("Contractor").

The parties agree as follows:

1. **Scope of Services:** Contractor agrees to complete all work as specified in Exhibit "A," Scope of Work, attached hereto and incorporated herein ("Work"). All work shall be completed in accordance with the Contract Documents.
2. **Contract Documents Include:** The contract documents include this Contract, all Plans and Specifications which includes the Greenbook (BNI Publications, Inc., 2003 edition) unless specifically stated otherwise, the Notice Inviting Bids or Notice Inviting Quotes, the Bid or Quote, the Certificates of Insurance, Workers' Compensation Certificate, and Bonds (if any) ("Contract Documents") All of the provisions of the Contract Documents are hereby incorporated in and made a part of this Contract as if fully set forth herein.
3. **Compensation:** The City shall pay Contractor for services performed in accordance with this Contract according to the payment schedule contained in the Accepted Bid, which is attached hereto as Exhibit "B" and incorporated herein.

**The maximum contract price is \_\_\_\_\_, inclusive of reimbursements of expenses, if any are authorized.**

4. **Payment:** Contractor shall submit monthly invoices for completed tasks as outlined in Exhibit "A" – Scope of Services. All invoices must include Purchase Order No. \_\_\_\_\_. Invoices received without reference to correct Purchase Order Number will be returned to Contractor without processing. The City agrees to pay invoices within 30 days upon receipt of invoice less 10% until approval and acceptance of completed project. The final invoice will be paid within 30 days from the City's acceptance and approval of completed project. All payments are subject to final audit upon completion of services or other termination of this Contract.
5. **Commencement of Work, Time for Completion:** No Work shall be performed or furnished under this Contract until the City has delivered a signed Contract and Notice to Proceed to the Contractor. The Contractor shall complete the Work by \_\_\_\_\_ (the "Completion Date"). An extension to the Completion Date may be allowed in accordance with Section 34, Uncontrollable Circumstances. The Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the City Representative, to perform required activities at a pace sufficient to complete the Work by the Completion Date. If in the opinion of the City Representative, the Contractor has failed or is failing to employ sufficient force, materials, and tools, or, to maintain adequate progress, the City Representative may, at no additional cost to the City, require the Contractor to increase progress of work. The Contractor shall implement action required to increase progress and report the action or actions to be taken to the City Representative within two work days following the City Representative's order to increase progress.
6. **Bonds and Surety Qualifications:** If indicated below, Contractor shall, within 15 days of contract award and before execution of the contract, furnish a Bond for Faithful Performance and/or a Payment Bond (also called Labor and Materials Bond) on forms provided by the City, each in the amount of 100 percent of the contract price. The Bond for Faithful Performance shall remain in effect during the performance of the work, and for 365 days after recordation of a Notice of Completion, or if a Notice of

Completion is not recorded by the City, within thirty days of completion of the Work. The Payment Bond shall remain in effect until recordation of the Notice of Completion, or if a Notice of Completion is not recorded by the City, for 60 days after completion of the Work. All Bonds shall be furnished by the Contractor at its own cost and expense. All bonds shall be executed by such sureties as are admitted to transact surety insurance in the State of California. Should an objection as to the sufficiency of an admitted surety on a bond be made, California Code of Civil Procedure Section 995.660 shall apply.

Performance Bond Required: \_\_\_\_\_ Payment Bond Required: \_\_\_\_\_ [check only if required]

7. **Independent Contractor:** Parties intend that Contractor, in performing Work, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for others while under contract with City, provided no conflict of interest is created. Contractor is not to be considered an agent or employee of City.
8. **Insurance:** All Work shall be performed entirely at the Contractor's risk. Prior to the beginning of and throughout the duration of the Work, Contractor shall maintain insurance and provide Certificates of Insurance, as specified below. All insurance carriers shall be admitted in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.
- (a) *Commercial General Liability:* Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Coverage for additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
  - (b) *Business Automobile Insurance:* ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 per accident. If Contractor or Contractor's employees will use personal autos on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
  - (c) *Workers Compensation Insurance:* covering all employees and volunteers as required by the State of California on a state-approved policy form.
  - (d) *Excess or Umbrella Liability Insurance (Over Primary):* if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include a drop down provision providing coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. The policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, sub-contractors or others involved in performing services under this Contract. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.
  - (e) *General Conditions Pertaining to Insurance:*
    - (1) Contractor shall have its insurer endorse the third party general liability coverage to include as additional insureds the City, its officials, employees, volunteers and agents, using standard ISO endorsement CG 20 10.
    - (2) The parties acknowledge that all insurance coverage required to be provided by Contractor is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the City.

- (3) Certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the City.
  - (4) All endorsements must have an original authorized signature. Facsimile or electronic copies are insufficient.
  - (5) Contractor agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
  - (6) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to the City at or prior to the execution of the Contract.
  - (7) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
  - (8) The City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to the City.
9. Indemnity: To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold harmless, the City of Arcata, and any and all boards, officers, employees, assigns and successors in interest through legal counsel reasonably acceptable to the CITY, from and against any and all claims, losses, demand and expenses, including but not limited to, reasonable attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the services performed by the CONTRACTOR under this AGREEMENT. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto. Without affecting the rights of the City under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of the CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.
10. Subcontracting:
- (a) Contractor shall comply with the Subletting and Subcontracting Fair Practices Act of Public Contracts Code Sections 4100 et seq.
    - a. Contractor shall submit to the City the following information as part of its bid proposal:
      - (1) The name and location of the place of business of each subcontractor performing work, labor or rendering construction services and each subcontractor licensed by the State of California specially fabricating and installing improvements according to detailed drawings or the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.
      - (2) The portion of the Work to be done by each subcontractor.
    - b. Contractor shall list only one subcontractor for each portion of the Work identified in the bid.



- c. Contractor shall furnish separate certificates and endorsement for each subcontractor having received consent by the City in the amounts specified in this Contract.

11. Prevailing Wages: A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is available for review upon request at City's Assistant Purchasing Agent, 736 F Street, Arcata, CA. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post one copy of the prevailing rates of wages at the job site. Contractor shall forfeit as penalty to the City the sum of up to fifty dollars (\$50.00) for each calendar day or portion thereof, and for each worker paid less than the prevailing rates under the contract.

12. Payroll Records:

- (a) Pursuant to California Labor Code Section 1776, Contractor and each subcontractor shall keep accurate 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 by him or her in connection with the work. Each payroll record shall 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) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public work project.
- (b) The payroll records enumerated under paragraph (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
  - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  - (2) A certified copy of all payroll records enumerated on paragraph (a) shall be made available for inspection or furnished upon request to the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - (3) A certified copy of all payroll records enumerated in paragraph (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (b)(2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
- (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as provided by the division.
- (d) The Contractor or subcontractor shall file a certified copy of the records enumerated in paragraph (a) with the entity that requested the records within ten days after receipt of a written request.
- (e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of

the Contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.

(f) The Contractor shall inform the City of the location of the records enumerated under paragraph (a), including the street address, city and county, and shall, within five working days, provide a notice of change of location and address.

(g) The Contractor or subcontractor shall have ten days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the City, forfeit \$25 for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to a failure of a subcontractor to comply with this section.

13. Audit of Records: Contractor shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the City or establishing a the basis for an invoice, for a minimum of four years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow City representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.

14. Hours Of Work:

(a) Eight hours labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight hours during a calendar day or forty hours during a calendar week of the foregoing hours.

(b) Contractor shall keep and make available an accurate record showing the name each worker and hours worked each day and each week by each worker.

(c) As a penalty to the City, Contractor shall forfeit twenty-five dollars (\$25.00) for each worker, including subcontractors' workers, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of Labor Code Sections 1810 through 1815.

15. Document Submission and Title to Documents: All documents, reports, plans, specifications, maps, estimates, manuscripts, drawings, descriptions and other final work products compiled under this Contract must be submitted electronically in MS Word and PDF formats and in hard copy format. Additionally, upon payment of fees and expenses due, title to all such documents shall be vested in the City.

16. Materials and Equipment:

(a) Unless otherwise specified, shown, or permitted by the City, materials and equipment incorporated in the work shall be new and current manufacture. The City may request the Contractor to furnish manufacturer's certificates to this effect.

(b) The Contractor must furnish adequate equipment and facilities to perform properly the work in a workmanlike manner in accordance with specifications set forth in this Contract. Such equipment and facilities must be in a good state of repair and maintained in such state during the progress of the work and shall meet requirements of applicable ordinances and laws. No worn or obsolete equipment shall be used, and in no case shall the manufacturer's rating of capacity for equipment be exceeded.

(c) Materials furnished and work performed shall be subject to inspection and testing by City's authorized agents at City's expense. If such inspection and testing reveals non-compliance with

the requirements of this contract, the Contractor shall bear the cost of necessary corrective measures and the cost of subsequent inspecting and testing.

(d) The inspection of the work shall not relieve the Contractor of the obligations under the contract. Even though equipment, materials, or work required under the contract have been inspected, accepted, and estimated for payment, the Contractor shall replace or repair such equipment, materials, or work found to be defective or otherwise not to comply with the requirements of the contract up to the end of the maintenance and guarantee period.

(e) Materials for use in the work shall be stored by Contractor to prevent damage from exposure to the elements, admixture of foreign materials or from any other cause. Contractor is responsible for damage to or loss of materials by weather or other causes.

17. Permits and Licenses: Prior to execution of the Contract, the Contractor shall obtain and maintain throughout the contract period a valid City of Arcata business license. Contractor shall apply for and procure permits and licenses necessary for the Work. Contractor shall give notices necessary and incidental to the due and lawful prosecution of the Work and shall comply duly with the terms and conditions of permits and licenses. Contractor shall pay charges and fees in connection with permits and licenses.

18. Contractor Qualifications and Standard of Work: Contractor warrants that it is fully qualified to perform the Work, and holds all applicable licenses, permits, and other necessary qualifications. Contractor shall perform and complete in a good and workmanlike manner all the work pertaining thereto described in the Scope of Services and plans and specifications hereto attached, to furnish at its cost and expense all tools, equipment, labor and materials necessary therefor, except such materials as are specifically stipulated in the contract documents to be furnished by City, and to do everything required by this Contract and other contract documents. Contractor shall possess a valid Class C-12 and/or "A" (contractor license), or, the appropriate special California contractors license at the time of bid submission and for the duration of the contract. The Contractor shall be responsible for complying with all applicable local, state, and federal laws and regulations whether or not expressly stated or referred to herein. Only competent workers shall be employed on the work. Workers who are incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fail to perform work properly and acceptably, shall be immediately removed from the work by the Contractor and not re-employed.

19. Apprentices: Contractor shall comply with the Labor Code concerning the employment of apprentices.

20. Supervision of Work by Contractor: Before starting the Work, Contractor shall designate, in writing, a representative having authority to act for Contractor, and may designate an alternate representative. The representative or alternate shall be present at the work site when Work is in progress. Orders or communications given to this representative shall be deemed delivered to the Contractor. In the absence of the Contractor or designated representative, directions or instructions may be given by the City Representative to the superintendent or foreman having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or the representative.

21. City Representative: The City Representative, as designated by the City manager for the City ("City Representative"), shall decide questions about the quality of materials furnished and work performed, manner of performance, rate of progress of the Work, interpretation of the plans and specifications, and the fulfillment of the Contract by the Contractor.

22. Inspection:

(a) The City Representative shall have access to the work during construction and shall be furnished with reasonable facility for gaining knowledge of the progress, workmanship and character of materials used and employed in the work.

- (b) When the Contractor varies the period during which work is carried on each day, Contractor shall give notice to the City Representative so proper inspection may be provided. Work done in the absence of the City Representative is subject to rejection.
- (c) No materials shall be installed until approved by the City Representative. Installations to be backfilled shall be inspected and approved by the City Representative prior to backfilling. The Contractor shall give notice in advance of backfilling to the City Representative so proper inspection may be provided.
- (d) The inspection of the work shall not relieve the Contractor of obligations to fulfill the contract. Defective work shall be made good, and unsuitable materials may be rejected notwithstanding the fact such defective work and unsuitable materials have been previously overlooked by the City Representative and accepted.

23. Removal of Defective and Unauthorized Work:

- (a) Rejected Work shall be removed and replaced by Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. Work done beyond the lines and grades shown on the plans or established by the City Representative, or work done without written authority will be considered as unauthorized and not be paid for. Such work may be ordered removed at Contractor's expense.
- (b) Upon failure on the part of Contractor to comply promptly with an order of the City Representative under this section, the City Representative shall have authority to cause defective work to be removed and replaced, and unauthorized work to be removed, and to deduct the costs from monies due Contractor.

24. Errors Or Discrepancies Noted By Contractor:

- (a) If the Contractor finds discrepancy between the specifications and the drawings, and the physical conditions at the site of the work, or finds errors or omissions in the drawings or in any survey, Contractor shall promptly notify the City in writing of such discrepancy, error or omission. If the Contractor observes drawings or specifications at variance with applicable law, ordinance, regulation, order or decree, Contractor shall promptly notify the City in writing of such conflict.
- (b) On receipt of any such notice, the City shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, work done by the Contractor, after Contractor's discovery of such error, discrepancy or conflict, will be at Contractor's own risk and Contractor shall bear costs arising therefrom.

25. Cleanup: On completion of the work, Contractor shall remove debris and surplus materials from the work site.

26. Guarantees: Contractor guarantees Work from defect in workmanship for the period of one year from the date of acceptance by the City and shall repair and replace such Work, together with other displaced work, without expense to the City, ordinary wear and tear, usual abuse or neglect excepted. City may have the defects repaired and made good at the expense of the Contractor, if Contractor fails to comply with the above-mentioned conditions within a week after being notified in writing.

27. Safety: Contractor and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. and by the California Division of Industrial Safety. Contractor shall take all precautions necessary for the safety and prevention of damage to property on/or adjacent to the work site, and for the safety of and prevention of injury to persons, including City's employees, Contractor's employees, and third persons, on/or adjacent to the work site.

28. Termination: Contractor At Fault:

- (a) The City shall have the right to terminate the Contractor for cause under any one or more of the following circumstances:
- (1) Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to adhere to the progress schedule as approved from time-to-time by the City Representative, failure to adhere to the schedule of values as approved from time-to-time by the City Representative);
  - (2) Contractor's disregard of applicable laws and regulations;
  - (3) Contractor's repeated disregard of the authority or orders of the City Representative;
  - (4) Contractor's repeated or persistent default of any of the provisions of the Contract Documents;
  - (5) Contractor's material breach of any provision of the Contract Documents;
  - (6) Contractor's failure to perform work for a period of five consecutive work days unless such failure is excused because of inclement weather or Uncontrollable Circumstance.
- (b) If one or more of the grounds for termination exist, the City, after giving the Contractor and the performance surety five days written notice, may at its sole discretion, without liability for trespass or conversion, take any of the following actions: terminate the service of the Contractor; exclude the Contractor from the site; take possession of the site and Work; take possession of all of Contractor's tools, appliances, construction equipment, and machinery at the site; take possession of all materials and component parts, equipment, or machinery stored at the site or for which the Contractor has paid but which are stored elsewhere; use the site, tools, appliances, construction equipment, machinery, parts, and materials to the full extent they could be used by Contractor; finish the Work as the City may deem expedient; or make demand on the performance bond surety to complete the Work. When the City terminates Contractor's services under this Section, Contractor shall not be entitled to receive further payments until the Work is completed. If the unpaid balance of the Contract Price is greater than all claims, costs, losses, offsets and damages (including without limitation all fees and charges of engineers, architects, land surveyors, contractors and other providers of professional services) sustained by the City arising out of or relating to completing the Work or exercising its rights under this Section, the excess will be paid to Contractor or the performance bond surety. If the unpaid balance of the Contract Price is less than all claims, costs, losses, offsets and damages (including without limitation all fees and charges of engineers, architects, land surveyors, contractors and other providers of professional services) sustained by the City arising out of or relating to completing the Work or exercising its rights under this Section, Contractor will pay the difference to the City. When exercising any rights or remedies under this Section, the City shall not be required to obtain the lowest price for the Work performed.
- (c) The termination of Contractor's services under this paragraph will not affect any rights or remedies the City may have against Contractor existing at the time of termination or which may later accrue. Any release of retention or payment by the City will not release Contractor from liability.

29. Termination: Contractor Not At Fault:

- (a) Upon five days' written notice to Contractor, the City may, without cause and without prejudice to any other of the City's rights or remedies, terminate the Contract.

- (b) Upon the service of a notice of contract termination, Contractor shall discontinue the Work in the manner, sequence, and at such times as directed by the City Representative. Contractor shall remain responsible for the quality and fitness of the Work performed by Contractor before termination of the Contract. All requirements of the Contract pertaining to Work completed or to be completed as directed by the City Representative as of the time of termination shall survive the termination, including without limitation, all indemnities, warranties, requirements for preparation of record drawings and completion of any "punch-list" items directed by the City Representative. Contractor shall cooperate with City with respect to providing information about the work in progress at the time of termination, as requested by the City Representative.
- (c) Upon termination of the Contract, City shall use reasonable efforts to determine and pay to Contractor within 30 days, without duplication, for the following items:
- (1) For completed and acceptable Work executed in accordance with the contract Documents before the effective date of termination, including a fair and reasonable amount for overhead and profit on such Work, less any prior payments for the Work. The determined value of the Work, including overhead and profit, shall be consistent with the Contract Documents, including any schedule of payments or schedule of values.
  - (2) For documented direct expenses sustained before the effective date of termination in performing services or furnishing labor, materials, or equipments as required by the Contract Documents necessary for the execution of the uncompleted Work. The determined value of the documented direct expenses, including overhead and profit, shall be consistent with the Contract Documents, including any schedule of payments or schedule of values.
  - (3) For reasonable and documented direct expenses, including damages, incurred in settlement or as a consequence of terminated subcontracts;
  - (4) For other actual expenses reasonably incurred as a direct consequence of the termination.
- (d) Notwithstanding the foregoing, Contractor shall not be entitled to recover any loss of anticipated profit or revenue or other economic loss arising out of or resulting from the termination, including without limitation any claim for anticipated profits on the Work not performed or lost business opportunity.
- (e) If the Contractor is terminated under this Section, the City may purchase from the Contractor all consumable supplies of the Contractor on hand, or in transit, or on definite commitment, including fuel, lubricants, and materials of construction not incorporated in the Work which, in the opinion of the City Representative, are suitable and required to complete the Work; and the City shall pay to the Contractor for such consumable supplies the prices paid therefore by the Contractor.
- (f) If the Contractor is terminated under this Section, upon request by the City Representative, the Contractor shall provide the City Representative with an itemized inventory and cost account of all plant, tools, equipment, labor and consumable supplies that have been used, are then in use, and were planned to be used on the Work. Further, upon request, the City shall have the right to audit all of the Contractor's records relating to costs incurred or planned to be incurred in performing the Work.

30. Authority to Execute this Contract: The person or persons executing this Contract on behalf of Contractor warrants and represents that he/she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

31. Representations: The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Contract or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein; and each party acknowledges that it has relied on its own judgment in entering into this Contract. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with its dealings with the other.
32. Notices: Any notice or instrument required to be given or delivered by this contract may be given by depositing the same in any United States Post Office, registered or certified, postage prepaid, address to:

To City:

Attn: \_\_\_\_\_

City of Arcata

736 F Street

Arcata, CA 95521

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

33. Assignment: Contractor shall not assign this contract or payments under this contract. Contractor and each subcontractor hereby assign to the City rights, title, and interest in and to causes of action under Section 4 of the Clayton Act (15 U.S.C.A. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for this contract or the subcontract. This assignment shall be made and become effective without further acknowledgement by the parties at the time City tenders final payment to Contractor.
34. Amendment: No waiver or modification of this Contract shall be valid unless agreed upon and signed by both the City and Contractor.
35. Nondiscrimination: Contractor shall ensure equal employment opportunity for all persons, regardless of race, color, religion, sex, creed, national origin, ancestry, age, medical condition, physical or mental disability, Vietnam-era veteran or special disabled veteran status, marital status or citizenship, within the limits imposed by law. These principles are to be applied by Contractor in all employment practices including recruiting, hiring, transfers, promotions, training, compensation, benefits, layoffs, and terminations. Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans With Disabilities Act of 1990, and any other applicable federal and state laws and regulations pertaining to nondiscrimination.
36. Uncontrollable Circumstances:
- (a) Upon Contractor's written request and submission of substantiating documentation of a delay resulting from an Uncontrollable Circumstance, the City Representative shall give Contractor a non-compensable extension of time. Contractor shall submit a written request within seven days of the commencement of the Uncontrolled Circumstance.
  - (b) Prior to completion and acceptance of the Work, Contractor is responsible for, and bears the risk of loss associated with, damage or loss to any portion of the Work regardless of the cause, except that Contractor may request an extension of any required Completion Date specified, as set forth

in Section 36(a). Contractor shall repair or replace such damages or destroyed Work to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of Work.

- (c) “Uncontrollable Circumstance” means any act, event or condition that is:
- (1) beyond the reasonable control of the Contractor that justifies Contractor not timely performing an obligation or complying with any condition required under the contract documents, and
  - (2) materially expands the scope of, interferes with, or delays the Contractor’s performance of obligations under the contract documents, but only if such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of the contract documents on the part of the Contractor.
- (d) Examples of acts, events or conditions that typically qualify as uncontrollable circumstances include: naturally occurring events such as landslides, underground movement, earthquakes, fires, tornadoes, hurricanes, floods, lightning, epidemics, and extreme weather that threatens worker safety, property and/or project integrity in Contractor’s sole determination; explosions, terrorism, sabotage, or similar acts of a declared public enemy; extortion; war; blockade; insurrection, riot or civil disturbance; labor disputes, except labor disputes involving employees of the Contractor, its affiliates, or subcontractors, vendors and suppliers; the failure of any subcontractor to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute an uncontrollable circumstance if it affected Contractor directly, and Contractor is not able after exercising all reasonable efforts to timely obtain substitutes; the preemption, confiscation, diversion, destruction or other interference in possession or performance of materials or services by a government agency in connection with a public emergency or any condemnation or other taking by eminent domain of any material portion of the Work.
- (e) Examples of acts, events or conditions that do not typically qualify as an uncontrollable circumstances include: weather conditions normal for the area where the Work is being performed; any delay that would not have occurred but for the Contractor’s failure to comply with its obligations under the contract documents; Contractor’s inability to obtain timely materials or equipment; any work related injuries, accidents or safety violations; any changes in interest rates, inflation rates, wage rates, insurance premiums, commodity prices, currency values, exchange rates or other general economic conditions that significantly increase Contractor’s cost of performing the Work; any change in the financial condition of the Contractor or any subcontractor affecting their ability to perform timely their respective obligations; the consequences of error, neglect or omissions by the Contractor, any subcontractor, or any other person in the performance of the Work; any change of union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed on the Work or otherwise increasing the cost to the Contractor of performing the Work; inclement weather conditions normal for the area where the Work is being performed; any mechanical failure of equipment; or any electric utility power outages except as a direct result of an independent uncontrollable circumstance.

37. Extra, Changed Work:

- (a) The City may require changes in, additions to, or deductions from the Work to be performed or to the materials to be furnished under this contract. No extra work shall be performed or change made except pursuant to a written order from the City stating the extra work or change is authorized, and setting forth the basis upon which payment is to be made. No claim for additional compensation shall be valid unless pursuant to such a change order. Nothing in this section shall excuse the Contractor from proceeding with the prosecution of the changed work. When required



by the City, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any ordered change

- (b) Adjustments in the amounts to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:
  - (1) By an acceptable lump sum proposal from the Contractor.
  - (2) By unit prices contained in the Contractor's original bid and incorporated in the contract documents or fixed by subsequent agreement between the City and the Contractor.
  - (3) By ordering the Contractor to proceed with the work and to furnish daily reports of extra work. The reports shall itemize all costs for labor, material, and equipment rental. The reports for workers shall include hours worked, rates of pay, names and classification; and for equipment shall include size, type, identification number and hours of operation. Records and reports shall be made immediately available to the City Representative upon his request.
- (c) When the City orders extra work and there is an agreement between the City and the Contractor to perform the extra work, the City may approve the method used by the Contractor to accomplish the work. At the request of the City, the method to be used shall be memorialized in a writing prior to work being performed.

38. Governing Law and Venue: This Contract and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. If any action is brought to enforce the terms of this contract it shall be brought in Humboldt County Superior Court.

39. Attorney's Fees: Should any litigation or arbitration be commenced between the parties hereto concerning this contract, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted to a reasonable sum as and for attorney's fees in such litigation or arbitration.

This Contract contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties.

Executed in Arcata, California on \_\_\_\_\_.

**CITY**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Contracts & Procurement Specialist

Approved as to form:

\_\_\_\_\_  
City Attorney

**CONTRACTOR**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employer ID#: \_\_\_\_\_  
License #: \_\_\_\_\_

**(DO NOT DETACH)**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, The City Council for the City of Arcata, County of Humboldt, State of California, by motion passed \_\_\_\_\_, 20\_\_\_, has awarded to

\_\_\_\_\_ hereinafter designated as the “Contractor,” a contract for the **2013 Asphalt Grind Out and Inlay Project.**

WHEREAS, said “Contractor” is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW THEREFORE, we

\_\_\_\_\_ as  
“Contractor and \_\_\_\_\_ as surety are held and firmly bound unto the City of Arcata, hereinafter called the “Owner,” in the penal sum of \_\_\_\_\_ Dollars and duly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the hereby bonded Contractor, his or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

FURTHER, THE SAID SURETY, FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES that no change, extension of time, alteration or modification of the Contract Documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of the work performed thereunder.

IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety herein named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
City State Zip

**(DO NOT DETACH)**

**LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, The City Council for the City of Arcata, County of Humboldt, State of California, by motion passed \_\_\_\_\_, 20\_\_\_\_, has awarded to

hereinafter designated as the "Contractor," a contract for the: **2013 Asphalt Grind Out and Inlay Project.**

WHEREAS, said Contractor is required to furnish a bond in connection with said contract, providing that if said Contractor, or any of his or its subcontractors, shall fail to pay for any materials, provisions, equipment, or other supplies or items used in, upon or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth;

NOW THEREFORE, we \_\_\_\_\_

as Contractor, and \_\_\_\_\_

as surety, are held and firmly bound unto the City of Arcata, hereinafter called the "Owner," to the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money, of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Contractor, his or its subcontractors, heirs, executors, administrators, successors or assigns shall fail to pay any of the persons names in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by Sections 3247 et seq. of the Civil Code of California, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees, as shall be fixed by the court, awarded and taxed as in the above-mentioned statutes provided.

FURTHER, THE SAID SURETY, FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES that no change, extension of time, alteration or modification of the Contract Documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of the work performed thereunder.

IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety herein named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, the name and corporate seal of each corporate party affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
City State Zip



IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety herein named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
City State Zip

**2013**  
**Asphalt Grind Out and Inlay Project**

**NOTICE TO PROCEED IN 5 WORKING  
DAYS**

You are hereby informed that all construction documents have been executed and are given **notice to proceed within 5 WORKING DAYS from receipt of this notice.**

I hereby acknowledge receipt of this notice:

\_\_\_\_\_  
City of Arcata  
OWNER

\_\_\_\_\_  
Date

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
License #

Not for Bid Use

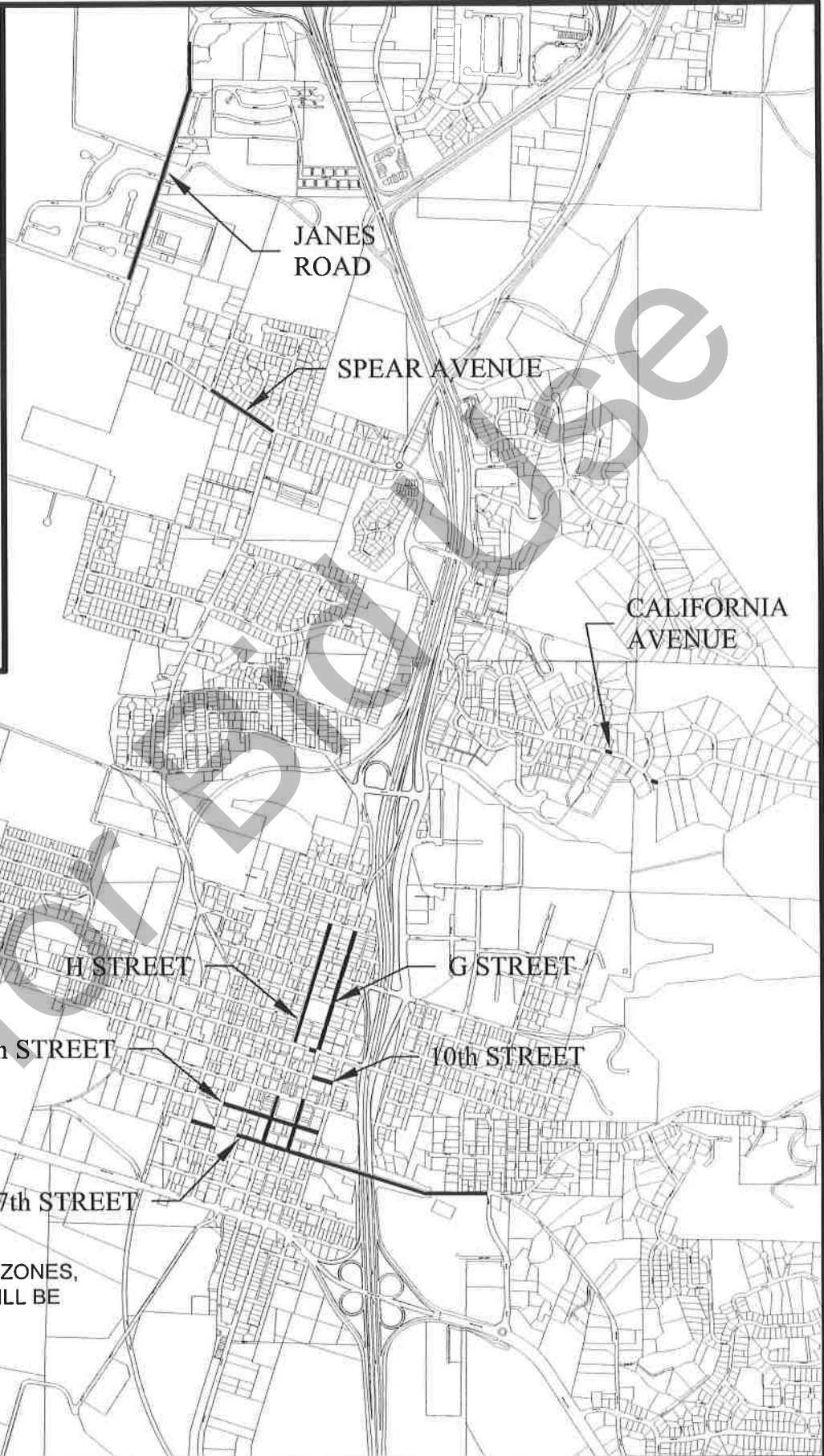




HUMBOLDT COUNTY MAP



CALIFORNIA MAP



NOTE:  
MARKED AREAS ARE THE WORK ZONES,  
ACTUAL GRIND-OUT EXTENTS WILL BE  
MARKED OUT BY CITY

# LOCATION MAP

## CITY OF ARCATA

2013 ASPHALT DIGOUT AND INLAY

EXHIBIT #1

NOT TO SCALE