CITY OF SANTA ROSA

DESIGN-BUILD
CONTRACT DOCUMENTS

FOR

FIRE STATION 5 RESILIENCY AND RELOCATION PROJECT

PROJECT NO. C02184

City of Santa Rosa
Design-Build Contract Documents

TABLE OF CONTENTS

CONTRACT **1**

PAYMENT BOND **6**

PEFORMANCE BOND **8**

GENERAL CONDITIONS **11**

Article 1 - Definitions **11**

Article 2 - Roles and Responsibilities **14**
2.1 Relationship with City 14
2.2 Scope of Services. 15
2.3 Design Services 15
2.4 Construction Services 18
2.5 Design-Builder's Subcontractors 21
2.6 Coordination of Work 22
2.7 Submittals. 22
2.8 Shop Drawings. 23
2.9 Access to Work 23
2.10 Personnel 23

Article 3 - Contract Documents **24**
3.1 Contract Documents 24
3.2 Order of Precedence 24
3.3 Bridging Documents 24
3.4 Added Value Commitments 25
3.5 For Reference Only 25
3.6 Current Versions. 25

Article 4 - Bonds, Indemnity, and Insurance **25**
4.1 Payment and Performance Bonds 25
4.2 Indemnity and Liability 25
4.3 Insurance. 26

Article 5 - Contract Time **29**
5.1 Time is of the Essence 29
5.2 Schedule Requirements 29
5.3 Delay and Extensions of Contract Time 31
5.4 Liquidated Damages 34

Article 6 - Contract Modification **34**
6.1 Contract Modification. 35
6.2 Design-Builder Change Order Requests 36
6.3 Adjustments to Contract Price 37
6.4 Unilateral Change Order 37
6.5 Non-Compliance Deemed Waiver 38

Article 7 - General Construction Provisions **38**
7.1 Permits, Fees, and City Business License 38
7.2 Temporary Facilities 38
7.3 Noninterference and Site Management 38
7.4 Signs 39
7.5 Project Site and Nearby Property Protections. 39

7.6 Materials and Equipment 40
7.7 Substitutions. 41
7.8 Testing and Inspection 42
7.9 Project Site Conditions and Maintenance. 43
7.10 Instructions and Manuals 44
7.11 As-built Drawings 45
7.12 Existing Utilities 45
7.13 Notice of Excavation 46
7.14 Trenching and Excavations of Four Feet or More 46
7.15 Trenching of Five Feet or More 46
7.16 New Utility Connections 47
7.17 Lines and Grades. 47
7.18 Historic or Archeological Items 47
7.19 Environmental Control 47
7.20 Noise Control. 48
7.21 Mined Materials 48

Article 8 - Payment 48
8.1 Payment for Services 48
8.2 Schedule of Values 48
8.3 Progress Payments 48
8.4 Adjustment of Payment Application 49
8.5 Early Occupancy 50
8.6 Retention 50
8.7 Payment to Subcontractors and Suppliers 51
8.8 Final Payment 51
8.9 Release of Claims 51
8.10 Warranty of Title 52

Article 9 - Labor Provisions 52
9.1 Discrimination Prohibited 52
9.2 Labor Code Requirements 52
9.3 Prevailing Wages 52
9.4 Payroll Records 53
9.5 Labor Compliance 53
9.6 Skilled and Trained Workforce. 53

Article 10 - Safety Provisions 53
10.1 Safety Precautions and Programs 53
10.2 Hazardous Materials 54
10.3 Material Safety 54
10.4 Hazardous Condition 55
10.5 Emergencies 55

Article 11 - Completion and Warranty Provisions 55
11.1 Final Completion 55
11.2 Warranty 56
11.3 Use Prior to Final Completion 57
11.4 Substantial Completion 57

Article 12 - Dispute Resolution 57
12.1 Claims. 57
12.2 Claims Submission. 58
12.3 City's Response. 59
12.4 Meet and Confer. 60
12.5 Mediation and Government Code Claims 60
12.6 Tort Claims. 61
12.7 Arbitration. 61

12.8 Burden of Proof and Limitations. 61
12.9 Legal Proceedings 61
12.10 Other Disputes. 61

Article 13 - Suspension and Termination 61
13.1 Suspension for Cause. 61
13.2 Suspension for Convenience. 62
13.3 Termination for Default. 62
13.4 Termination for Convenience. 63
13.5 Actions Upon Termination for Default or Convenience. 64

Article 14 - Miscellaneous Provisions 65
14.1 Assignment of Unfair Business Practice Claims 65
14.2 Provisions Deemed Inserted 65
14.3 Waiver 65
14.4 Titles, Headings, and Groupings 65
14.5 Statutory and Regulatory References 66
14.6 Survival 66

SPECIAL CONDITIONS 67
Exhibit A – Current Davis-Back Act Wage Determinations 74
Exhibit B – HUD-4010 – Federal Standard Labor Provisions 122

BRIDGING DOCUMENTS 129
Attachment A – Performance Criteria 130
Attachment B – Preliminary Engineering and Architectural Design 156
Attachment C – Mitigation Monitoring and Reporting Program 173
Attachment D – Added Value Commitments 187
Attachment E – CDBG-DR and CDBG-MIT Terms and Conditions 222

DESIGN-BUILD CONTRACT

This design-build contract ("Contract") is entered into on this 24th day of January, 2023 ("Effective Date") by and between the City of Santa Rosa ("City"), a municipal corporation, and Wright Contracting LLC ("Design-Builder"), a California limited liability company, for design and construction of the Fire Station 5 Resiliency and Relocation Project ("Project").

RECITALS

A. The Project involves design and construction of a resilient and innovative City fire station number 5 with hardened site infrastructure, which has been relocated from its former location to the southeast corner of Fountaingrove Parkway and Stagecoach Road on an approximately 2.11 acre site.

B. The Project is being funded with CDBG-MIT funding administered by and through California Housing and Community Development, and is subject to applicable funding conditions.

C. Pursuant to § 22164 of the Public Contract Code, City issued a Request for Qualifications ("RFQ"), dated June 2, 2022, to potential Design-Build Entities for the Project.

D. Pursuant to § 22164 of the Public Contract Code, City issued a Request For Proposals ("RFP"), dated September 8, 2022, to five (5) pre-qualified Design-Builders, requesting proposals to provide the design-build services ("Services") for the Project.

E. Design-Builder submitted its proposal ("Proposal") on November 8, 2022, in response to the RFP. City's evaluation panel determined that Design-Builder's Proposal offered the best value to the City.

F. On January 24, 2023, the City Council awarded the Contract for the Project to Design-Builder and authorized the City to enter into this Contract with Design-Builder.

G. City has awarded the Contract for the Project to Design-Builder in reliance on Design-Builder's representations and qualifications in response to the RFQ and Design-Builder's Proposal, and based on City's determination that Design-Builder's Proposal offers the best value under the criteria set forth in the RFP.

TERMS AND CONDITIONS

The parties agree as follows:

1. **Contract Documents.** The Contract Documents are comprised of duly authorized and executed Change Orders; this Contract and any duly authorized and executed amendments thereto; the Notice to Proceed with Design Services; the Notice to Proceed with Construction Services; the Special Conditions and attachments thereto; the General Conditions; the Bridging Documents; the required payment and performance bonds; the City-approved Construction Documents; the RFP and any addenda thereto; the Proposal and attachments thereto, all of which are incorporated herein. Capitalized terms that are used in this Contract or elsewhere in the Contract Documents that are not otherwise defined have the same meanings provided for those terms in Article 1 of the General Conditions.

2. **Design-Builder's Responsibilities.** Design-Builder is responsible for providing the Services necessary to design and construct the Project as required by the Contract Documents. Design-Builder must exercise reasonable skill and judgment in the performance of the Services. Design-Builder must provide, furnish, and supply all services and things necessary and incidental for the timely design, performance and completion of the Project,

including provision of all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Design-Builder must use its best efforts to diligently prosecute and complete the Services in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

3. Payment.

3.1 Contract Price. As full and complete compensation for Design-Builder's timely performance and completion of the Project in strict accordance with the terms and conditions of the Contract Documents, City will pay Design-Builder a guaranteed maximum price of $18,290,103.60 ("Contract Price"), which consists of the following components:

(A) Design Services. For complete and satisfactory performance of the Design Services, City will pay Design-Builder $1,300,000.00.

(B) Construction Services. For complete and satisfactory performance of the Construction Services, City will pay Design-Builder $13,941,753.00.

(C) **Contingency.** For City authorized changes from the base Construction Services. Only as authorized by City, the contract allows up to $3,048,350.60.

3.2 Scope and Limitations. The Contract Price includes all applicable federal, state, and local taxes and is fully inclusive of all direct and indirect costs, overhead, and profit. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, or equipment after the Effective Date.

4. Time for Completion. Design-Builder will fully design and complete the Project, meeting all requirements for Final Completion, within 745 calendar days from the commencement date given in the Notice to Proceed with Design Services ("Contract Time"). By signing below, Design-Builder expressly waives any claim for delayed early completion.

5. Liquidated Damages. As further specified in Section 5.4 of the General Conditions, if Design-Builder fails to complete the Project within the Contract Time, City shall assess liquidated damages in the amount of $10,000 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Design-Builder under this Contract.

6. Labor Code Compliance.

6.1 General. The Construction Services, as defined in Article 1 of the General Conditions, are 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.

6.2 Prevailing Wages. The Construction Services are 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 on file with City and available online at http://www.dir.ca.gov/DLSR.

6.3 DIR Registration. Design-Builder, members of its Design-Build Team providing Construction Services, its Subcontractors, and any other business entity or individual providing Construction Services for the Project must be registered with the California Department of Industrial Relations ("DIR") to perform public work pursuant to Labor Code § 1725.5. The Construction Services under this Contract are subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code § 1771.4.

6.4 Skilled and Trained Workforce. By executing this Contract, Design-Builder is providing an enforceable commitment pursuant to Public Contract Code § 2602 and § 22614(c), that a "skilled and trained workforce," as that term is defined in Public Contract Code § 2601, will be used to complete all Services on the Project that fall within an apprenticeable occupation in the building and construction trades, in accordance with Public Contract Code § 2600 et seq. Design-Builder, members of the Design-Build Team providing Construction Services, and Subcontractors of every tier will comply with these requirements. Design-Builder will provide City with a monthly report while the Project is being constructed evidencing that the Design-Builder, its Design-Build Team (as applicable), and Subcontractors are complying with this requirement.

7. Workers' Compensation Certification. Pursuant to Labor Code § 1861, by signing this Contract, Design-Builder certifies as follows: "I am aware of the provisions of Labor Code § 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."

8. Conflicts of Interest. Design-Builder, members of the Design-Build Team, Subcontractors, and their respective employees and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

9. Independent Contractor. Design-Builder is an independent contractor under this Contract and will have control of the Services and the means and methods by which they are performed. Design-Builder, members of the Design-Build Team, and its Subconsultants and Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

10. 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 file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

CITY:

City of Santa Rosa
69 Stony Circle
Santa Rosa, CA 95401
Attn: Lisa Welsh/Assoc. Civil Eng.
lwelsh@srcity.org

With copies to:
City Clerk

Design-Builder:

Wright Contracting LLC
3020 Dutton Avenue
Santa Rosa, CA 95407
Attn: Dawn Neditch
Dneditch@wrightcontracting.com

100 Santa Rosa Ave
Santa Rosa, CA
ATTN: City Clerk
swilliams@srcity.org

11. General Provisions.

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

11.2 Third Party Beneficiaries. There are no intended third party beneficiaries to this Contract.

11.3 Governing Law and Venue. This Contract will be governed by California law and venue will be in the Superior Court of Sonoma County, and no other place. Design-Builder waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Sonoma County, California.

11.4 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.

11.5 Integration. 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 Design-Builder.

11.6 Severability. If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.

11.7 Iran Contracting Act. Design-Builder certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

11.8 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 Design-Builder is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code § 313.

[Signatures are on the following page.]

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

CITY OF SANTA ROSA:

s/_____
Mayor

Date: 4/5/2023

Approved as to form:

s/_____
City Attorney

Date: 4/4/23

Attest:

s/ Sara Manis
City Clerk

Date: 4/5/2023

Date:_____

DESIGN-BUILDER: Wright Contracting LLC

s/_____

Name/Title: MARK DAVIS PRESIDENT

Date: 3/23/22

1025609
Contractor's California License Number(s)

4/30/23
Expiration Date

1000050517
DIR Registration Number

s/_____

Name/Title: _____

Date: _____

Seal:

PAYMENT BOND

The City of Santa Rosa ("City") and Wright Contracting LLC ("Design-Builder") have entered into a design-build contract ("Contract") for work on the Fire Station 5 Resiliency and Relocation Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Design-Builder as principal and Federal Insurance Company, its surety ("Surety"), are bound to City as obligee in an amount not less than $13,941,753.00, based on 100% of the Construction Services price as specified in Section 3.1 of the Contract, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Design-Builder.

2. **Surety's Obligation.** If Design-Builder or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Design-Builder and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.

3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Design-Builder must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.

4. **Duration.** If Design-Builder 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 null and void. Otherwise, Surety's obligations will remain in full force and 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 §§ 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code § 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: _____
   Email: _____

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

[Signatures are on the following page.]

7. Effective Date; Execution. This Bond is entered into and is effective on _____, 20_____.

SURETY: _____
Business Name

s/ _____

Name: _____

Title: _____

Date: _____

(Attach Acknowledgment with Surety's Notary Seal and Power of Attorney)

Design-Builder: _____
Business Name

s/ _____

Name: _____

Title: _____

Date: _____

APPROVED BY CITY:

s/ _____

Name: _____

Title: _____

END OF PAYMENT BOND

PERFORMANCE BOND

The City of Santa Rosa ("City") and Wright Contracting LLC ("Design-Builder") have entered into a design-build contract ("Contract") for work on the Fire Station 5 Resiliency and Relocation Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Design-Builder as principal and Federal Insurance Company, its surety ("Surety"), are bound to City as obligee for an amount not less than $13,941,753.00, based on 100% of the Construction Services price as specified in Section 3.1 of the Contract, to ensure Design-Builder's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Design-Builder.

2. **Surety's Obligations.** Surety's obligations are co-extensive with Design-Builder's obligations under the Contract. If Design-Builder fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.

3. **Wavier.** 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 the Construction Services or extensions of time for performance of the Construction Services under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.

4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Construction Services prior to acceptance of the Project, City will make the Contract Balance available to Surety for completion of the Construction Services under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Design-Builder as the Construction Services price minus amounts already paid to Design-Builder for the Construction Services, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.

5. **Design-Builder Default.** Upon written notification from City of Design-Builder's termination for 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:

   5.1 Arrange for completion of the Construction Services under the Contract by Design-Builder, with City's consent, but only if Design-Builder is in default solely due to its financial inability to complete the Construction Services;

   5.2 Arrange for completion of the Construction Services 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

   5.3 Waive its right to complete the Construction Services under the Contract and reimburse City the amount of City's costs to have the remaining Construction Services completed.

6. **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.

7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Superior Court for Sonoma County, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

[Signatures are on the following page.]

9. Effective Date; Execution. This Bond is entered into and effective on _____, 20___.

SURETY: _____
Business Name

s/ _____

Name: _____

Title: _____

Date: _____

(Attach Acknowledgment with Surety's Notary Seal and Power of Attorney)

Design-Builder: _____
Business Name

s/ _____

Name: _____

Title: _____

Date: _____

END OF PERFORMANCE BOND

GENERAL CONDITIONS

Article 1 - Definitions

Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. 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.”

Added Value Commitments has the meaning set forth in section 3.4 of the General Conditions.

Allowance means a specific amount that must be included in Design-Builder’s Proposal for a specified purpose (if applicable).

Architect means RossDrulisCusenbury Architecture, the design professional(s) responsible for preparation of the Bridging Documents. Architect is not the Architect of Record for the Project.

Architect of Record means the architect retained by Design-Builder with authority to stamp the final Construction Documents provided by Design-Builder.

Article, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

Bridging Documents means the documents containing the City’s design and construction performance criteria for the Project as further detailed in Article 3, and as attached to or incorporated into the RFP, including any City-approved modifications thereto.

Change Order means a written document duly approved and executed by City, which changes the scope of Services or Work, the Contract Price, or the Contract Time.

City means the City of Santa Rosa, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

City Engineer means the City Engineer for the City of Santa Rosa, and his or her authorized delegee(s).

Claim means a separate demand by Design-Builder for a 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 Design-Builder objecting to the amount of Final Payment.

Construction Documents means the final City-approved Design Documents for constructing the Project.

Construction Phase means the period during which Work is performed to construct the Project, beginning with City’s issuance of a Notice to Proceed with Construction Services.

Construction Services means all of the Work required to construct the Project as designed, including all services required to be provided by or customarily provided by or under the direction of a licensed general contractor during the Construction Phase, and excluding all of the Design Services.

Contract means the signed design-build contract between City and Design-Builder and the Contract Documents incorporated therein.

Contract Documents means, collectively, all of the documents listed in Section 1 of the Contract.

Contract Price means the total compensation to be paid to Design-Builder for performance of the Work, and is the sum of the Design Services price and the Construction Services price as set forth in the Contract and as may be 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 Proposal.

Contract Time means the time specified for completion of the Project, as set forth in the Contract and as may be amended by Change Order.

Day means a calendar day unless otherwise specified.

Design-Builder (or Design-Build Entity, as defined by CA Public Contract Code section 22161(d)) means the corporation, limited liability company, partnership, joint-venture, or other legal entity that provides appropriately licensed contracting, architectural, and engineering services pursuant to the Contract and Design-Builder's Proposal.

Design-Build Team (or DB Team) means the Design-Builder itself and the other individuals and entities identified in Design-Builder's Proposal as members of its DB Team, including the general contractor and required Subcontractors.

Design Development Documents means intermediate design documents based on the Bridging Documents.

Design Documents means, collectively, the City-approved plans and specifications developed for construction of the Project based on the Bridging Documents, including Design Development Documents and Construction Documents. The Design Documents may include or incorporate additional documents, reports, or studies needed for construction of the Project, subject to City approval.

Design Phase means the period during which the Design Services are provided, which begins upon City's issuance of a Notice to Proceed with Design Services and concludes upon City approval of the final Construction Documents.

Design Professional means any architect, including the Architect of Record, engineer, landscape architect, or land surveyor licensed and in good standing under the applicable provisions of the California Business and Professions Code, who is retained or employed by Design-Builder to provide Design Services for the Project, based on his or her licensed authority.

Design Services means all services necessary to design the Project in conformance with the Bridging Documents, including development of the Design Documents and all services required to be provided by or customarily provided under the direction of a licensed architect or other Design Professional, including services provided by Design Professionals during the Design Phase and Construction Phase and Pre-Construction Services, but excluding the Construction Services.

DIR means the California Department of Industrial Relations.

Engineer means the authorized delegee of the City Engineer for the City of Santa Rosa.

Excusable Delay is defined in Section 5.3(B), Excusable Delay.

Extra Work means new or unforeseen work added to the Project following City approval of the final Construction Documents, as determined by the Engineer in his or her sole discretion.

Final Completion means Design-Builder has fully completed all of the Work required by the Contract Documents to the City's satisfaction, including all punch list items and any required commissioning or training, and has provided the City with all required submittals, including the instructions and manuals, product warranties, and as-built drawings.

Final Payment means City's payment to Design-Builder of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

Furnish means to purchase and deliver for the Project.

Government Code Claim means a claim submitted pursuant to California Government Code § 900 et seq.

Hazardous Materials means any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws 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 Laws.

Install means to fix in place for materials, and to fix in place and connect for equipment.

Laws means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Project or any portion of the Project, including health and safety requirements.

Non-Excusable Delay is defined in Section 5.3(D), Non-Excusable Delay.

Plans means the plans, drawings, details, or graphical depictions of the Project requirements in the City-approved final Construction Documents, but does not include Shop Drawings.

Pre-Construction Services means those Services which are preliminary to commencement of the Construction Services, including, but not limited to, investigation and preparatory work, constructability assessment, cost estimating, value engineering, provision of schedules, and all activities to ensure seamless transition of the Project through design to the start of construction, such as timely execution of any and all communications, notifications, and meetings necessary to convey information and respond to questions during this phase.

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 delegee(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.

Proposal means the Proposal dated November 8, 2022, submitted by Design-Builder in response to City's Request For Proposals.

Recoverable Costs is defined in Section 5.3(F), Recoverable Costs.

Request For Proposals (or RFP) means the request for proposals issued by City on September 8, 2022, soliciting proposals to provide the Services for this Project, and includes any addenda thereto.

Section, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

Services means, collectively, all of the Design Services and all of the Construction Services which must be performed to completely design and construct the Project in accordance with the Contract Documents, including labor, materials, supplies, and equipment.

Shop Drawings means drawings, plan details or other graphical depictions prepared by or on behalf of Design-Builder, and subject to City acceptance, which are intended to provide details for fabrication, installation, and the like, if required by the City-approved final Construction Documents.

Skilled and Trained Workforce has the same meaning as subdivision (d) of Public Contract Code § 2601.

Specifications, whether or not capitalized, means the technical specifications in the City-approved final Construction Documents for the Project, unless otherwise indicated by the context.

Subcontractor means all licensed contractors, of any tier, retained by Design-Builder or any member of the DB Team to provide the Construction Services.

Subconsultant means any professional retained by Design-Builder or a member of the DB Team to provide Services other than Construction Services.

Technical Specifications has the same meaning as Specifications.

Work means all of the Services necessary for or incidental to completing the Project based on the City-approved Construction Documents in conformance with the requirements of the Contract Documents.

Work Day or Working Day, whether or not capitalized, means a weekday when the City is open for business, and does not include holidays 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, storage, or fabrication.

Article 2 - Roles and Responsibilities

2.1 Relationship with City. Design-Builder accepts the relationship of trust and confidence established between it and City under this Contract. Design-Builder agrees to provide the Services necessary for the complete design and construction of the Project and to use its best efforts to complete the Project in the best and soundest way and in the most efficient and economical manner consistent with the City's objectives as expressed in the RFP and Bridging Documents, and in compliance with Laws.

(A) ***Acting on Behalf of City Prohibited.*** Neither Design-Builder, members of the DB Team, nor any of their agents or employees may act on behalf of or in the name of City except as authorized in writing by City.

(B) ***Conflicts of Interest***. Design-Builder must perform its obligations with integrity and avoid conflicts of interest in violation of Laws, including conflicts of interest pertaining to any person or entity that provided services to the City relating to the solicitation of design-build services. (See Public Contract Code § 22162.)

(C) ***City Representatives.*** The Engineer, acting within the authority conferred by the City Council, has primary responsibility for Project administration. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents. The Project Manager assigned by the City will have primary responsibility for daily administration of the Project, assisted by the Construction Manager. The Construction Manager will be the Design-Builder's primary point of contact for communication and submittals. Unless otherwise specified, all communications and submittals (in any form) should be directed to the Construction Manager and copied to the Project Manager. City reserves the right to reassign or replace the Project Manager or Construction Manager at any time or to delegate his or her duties to additional City representatives without prior notice to or consent of the Design-Builder.

2.2 **Scope of Services**. Design-Builder is responsible for procuring or providing all of the Services necessary for the Project as specified in the Contract Documents, including all labor, materials, equipment and incidentals necessary to timely complete the Project in strict accordance with the Contract Documents and with minimal inconvenience or risk to the public. Design-Builder must exercise reasonable skill and judgment in the procurement and provision of the Services, consistent with the applicable industry practices, Laws, and the terms and conditions of the Contract Documents.

2.3 **Design Services**. Design-Builder must provide all architectural, engineering, and related professional services necessary for the Project during both the Design Phase and the Construction Phase, including design of the Project based on the Contract Documents, which may include development or preparation of plans, sections, and elevations; criteria and sizing of components; equipment sizes, capacities, and layouts; typical details; materials selections; investigation of or measured drawings of existing conditions or improvements; verification of the accuracy of any City-provided drawings (including the Bridging Documents) or other information on existing conditions; surveys; site evaluations; cost estimates; Pre-Construction Services; and preparation of models, renderings, or mock-ups.

(A) ***Design Professionals.*** Architectural, landscape architectural, engineering, and land surveying services must be provided by licensed, independent Design Professionals employed by or retained by Design-Builder or members of the DB Team, or as permitted by Laws. Design-Builder may not engage the services of any Design Professional for this Project, including, but not limited to, firms or individuals serving as Architect of Record or providing other Design Services, without obtaining City's prior written approval, which approval will not be unreasonably withheld. City's approval will not be deemed to create any contractual relationship between City and any such Design Professional, except that City must be considered a third-party beneficiary of the Design Professional's services for the Project. City's approval of the Construction Documents will not operate to shift liability for errors and omissions from Design-Builder to City. Design-Builder is solely responsible for any and all costs incurred due to errors and omissions in the Construction Documents.

(1) *Bridging Documents.* All Design Services must be consistent with and guided by the Bridging Documents.

(2) *Ongoing Design Services.* The Design Professional(s) must provide ongoing Design Services as needed during the Construction Phase, including interpretation and clarification of all drawings and specifications prepared by the Design

Professional(s), and preparation of documents for proper execution of the Work, including Change Orders.

(B) ***Project Schedule.*** Within ten days following the date of the City's Notice to Proceed with Design Services, Design-Builder must prepare, and submit for City's review and approval, a preliminary Project Schedule showing the timing and sequencing of all Services required to design and construct the Project, in a form acceptable to the Engineer. The preliminary Project Schedule should include development and approval of Design Documents; Design-Builder's procurement of permits and utility services; procurement of Subcontractors; submission and approval of construction cost estimate updates; construction; Final Completion; submission of as-builts; as well as any other milestones applicable to the Project as may be further specified in the Notice to Proceed with Design Services.

(1) *Schedule Updates*. The Project Schedule must be updated for City's review and approval as further specified in the Contract Documents.

(2) *Assumptions for City Review Times*. The Project Schedule and all updates should reflect the following assumptions for City review:

(a) Assume a minimum review period of three (3) weeks following submittal of 40% Design, City Planning Committee Presentation, 75% Design and 100% Construction Documents pursuant to subsection (C), below, plus an additional two (2) weeks to revise and resubmit if requested by City.

(b) Assume a minimum review period of two (2) weeks following submittal of any permit drawings, plus an additional two (2) weeks to revise and resubmit if requested by City.

(c) Assume the following City plan check review periods for all required City permits: four (4) weeks for initial plan check review and two (2) weeks for each subsequent review.

(d) The assumptions set forth above are provided solely for scheduling purposes and do not bind the City to complete its review of any submittal within the assumed time, and the assumed times do not account for delays attributable to Design-Builder's incomplete or non-compliant submittals.

(C) ***Design Documents.*** Design-Builder must prepare, and submit for City's review and approval, Design Documents based on and consistent with the Bridging Documents. Any deviation from or inconsistency from the Bridging Documents must be approved in writing in advance by City. The Design Documents must also comply with City's Standard Plans and Specifications, to the extent applicable to the Project as determined by the Engineer. The Design Documents must be developed and submitted for City's review and approval at completion of each design phase as specified below. City's approval of the Design Documents at any phase, including final approval of the Construction Documents, does not operate as a waiver of any deviations from the Bridging Documents that specifically were not approved by City. City retains the right at all times to condition approval on design modifications to ensure the Project is completed within budget and suited for its intended purposes.

(1) *Contents.* The Design Documents must set forth in detail the quality levels of and the requirements for construction of the Project, and must comply with all applicable Laws in effect at the time of their preparation.

(2) *Design Documents Development.* When submitting the Design Documents to City at each stage of development, Design-Builder must identify in writing all material changes and deviations from the Bridging Documents or previously approved version of the Design Documents. Two printed sets and one reproducible set of Design Documents must be provided to City at each submittal. Each submittal and resubmittal must be accompanied by an updated version of the Project Schedule required pursuant to Section 2.3(B), above, clearly indicating and explaining any modifications from the prior schedule submission. Design-Builder must submit Design Documents to City for City's review and approval as follows:

(a) *Design Development Phase (40% Design,* City Planning Committee Presentation, 75% Design*)*. Within thirty (30) days after the City's issuance of the Notice to Proceed with Design Services, Design-Builder must submit 4*0% Design* Documents, including and incorporating all City modifications, as applicable. Within fourteen (14) days after the City's response issuance of the 4*0% Design* documents, Design-Builder must submit City Planning Committee Presentation documents, including and incorporating all City modifications, as applicable. Within fifty (50) days after the City's response issuance of the 4*0% Design* documents, Design-Builder must submit 75*% Design* documents, including and incorporating all City modifications, as applicable. The Design Development Documents should include, at a minimum, more detailed site improvement plans, plans, sections, elevations with full dimensions, details, and outline material specifications. Following City review, Design-Builder must incorporate any modifications, additions or deletions required by City prior to the next submission.

(b) *Construction Document Phase (100%)*. Within twenty (20) days after City's approval or conditional approval of the Design Development Documents, Design-Builder must submit Construction Documents for approval by City. The Construction Documents should include all pertinent details and information for planning review, permitting, and construction of the Project. Following City review and comment, Design-Builder must incorporate any modifications, additions or deletions required by City before resubmitting the Construction Documents for final approval. Design-Builder may not proceed with any of the Construction Services until City has approved the Construction Documents as final and issued the Notice to Proceed with Construction Services, unless and to the extent that City provides written authorization for Design-Builder to commence specific portions of the Work, e.g., preliminary site work, prior to final approval.

(3) *Substitutions.* See Section 7.7, Substitutions, on requests for substitutions.

(4) *Construction Cost Estimate Updates.* When submitting the Design Documents at each stage of development as provided above, Design-Builder must submit an updated construction cost estimate. This estimate must be updated throughout the Project to enable City to monitor construction costs during the Construction Phase.

(D) ***Ownership of Documents.*** No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Design-Builder is deemed to have conveyed the copyright in any Design Documents (at any stage of development), Shop Drawings, as-builts, or other documents (in paper or

electronic form) developed by Design-Builder for the Project, and City will retain all rights to such works, including the right to possession.

(1) *Ownership of Tangible Documents.* City must receive ownership of all documents, plans, drawings, specifications, electronic data and information prepared, provided or procured by Design-Builder, as part of the Design Services.

(2) *Use of Documents in Event of Termination.* In the event of a termination of this Contract, City will have the right to use, to reproduce, and to make derivative works of the Design Documents (at any stage of development) to complete the Project, regardless of whether there has been a transfer of copyright to City.

(3) *City's Use of Documents After Completion of Project.* After completion of the Project, City may reuse, reproduce or make derivative works from the Construction Documents solely for the purposes of maintaining, renovating, remodeling or expanding the Project at the Project site.

(4) *Right to Use.* Design-Builder will obtain from its Subcontractors and Subconsultants rights and rights of use that correspond to the rights given by Design-Builder to City in this Contract and Design-Builder must provide evidence that such rights have been secured.

(E) ***Subconsultants***. Design-Builder must provide duly qualified, licensed, and competent Subconsultants, administration, staff, and skilled workforce necessary to perform and timely complete the Design Services in accordance with the Contract Documents.

2.4 Construction Services. Design-Builder must provide all Construction Services and Work necessary for the Project, including hiring and coordination of all Subcontractors, close-out services, and warranty work.

(A) ***General.*** Design-Builder must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economical and efficient manner in the best interests of City, and with minimal inconvenience to the public. Design-Builder is solely responsible for all costs to perform the Work as specified in the Contract Documents, including any Work performed outside the Worksite.

(B) ***Responsibility for the Work and Risk of Loss.*** Design-Builder is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Design-Builder is solely responsible for, and required to exercise full control over, the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work, except to the extent that the Contract Documents provide other specific instructions. Design-Builder'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 City formally accepts the Project or the effective date of termination of the Contract, whichever is later, Design-Builder bears all risk of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism or theft.

(C) ***Construction Administration.*** Design-Builder must provide sufficient and competent Subcontractors, administration, staff, and Skilled and Trained Workforce necessary to perform and timely complete the Construction Services in accordance with

the Contract Documents. Before starting the Work, Design-Builder must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Design-Builder's organization who is to serve as Design-Builder's primary representative for the Project, and who has authority to act on Design-Builder's behalf. Design-Builder's representative will be subject to City's approval, which will not be unreasonably withheld. A Subcontractor or Subconsultant may not serve as Design-Builder's primary representative.

(D) ***On-Site Superintendent.*** Design-Builder must, at all times during performance of the Construction Services, 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. The superintendent must have full authority to act and communicate on behalf of Design-Builder, and Design-Builder will be bound by the superintendent's communications to City. City's approval of the superintendent is required before the Construction Phase commences. If, at any time, 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 Design-Builder's sole expense and with no extension of the Contract Time, until an approved superintendent is physically present to supervise the Work. Design-Builder must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) ***Standards.*** Design-Builder 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 Laws and applicable manufacturer's recommendations. Design-Builder has a material and ongoing obligation to provide true and complete information, to the best of its knowledge, with respect to all records, documents, or communications pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

(F) ***Meetings***. Design-Builder, its project manager, superintendent, and any primary Subcontractors requested by City, must attend a pre-construction conference before beginning Work on the Project, if requested by City, as well as weekly Project progress meetings scheduled with City, as may be specified in the Notice to Proceed with Construction Services. If applicable, Design-Builder may also be required to participate in coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by City, other contractors, or other utility owners.

(G) ***Responsible Party.*** Design-Builder is solely responsible to City for the acts or omissions of any party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Design-Builder or its Subcontractors. Upon City's written request, Design-Builder 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 to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(H) ***Correction of Defects.*** Design-Builder must promptly correct, at Design-Builder'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, parts or equipment that do not conform to the requirements under the Contract Documents, as determined by City, will be considered defective and subject to rejection. Design-Builder must also promptly correct, at Design-Builder's sole expense, any Work performed beyond the lines and grades established by City, and any Extra Work performed without City's prior written approval. If Design-Builder fails to correct or to take reasonable steps toward

correcting defective Work within five days following notice from City, or within the time specified in City's notice to correct, City may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If City elects to correct defective Work due to Design-Builder's failure or refusal to do so, City or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on City property, in order to effectuate the correction, at no extra cost to City. Design-Builder's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by City's actions to correct defective Work under these circumstances. Alternatively, City may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Design-Builder. This paragraph applies to any defective Work performed by Design-Builder during the one-year warranty period under Section 11.2.

(I) ***Daily Reports.*** Design-Builder must keep such full and detailed accounts as may be necessary for proper financial management under this Contract. City must be afforded access to all Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to Change Order work performed on the basis of actual cost. Design-Builder must preserve all such records for a period of four years after the final payment or longer where required by Laws.

(J) ***Design-Builder's Reports.*** Design-Builder must provide periodic written reports to City on the progress of the Work in such detail as is required by City and as agreed to by City and Design-Builder.

(K) ***Design-Builder's Records.*** Design-Builder must maintain all of its records relating to the Project in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (M), below. Project records subject to this provision include, but are not limited to, daily reports, Project cost records and records relating to preparation of Design-Builder's Proposal.

(1) Design-Builder'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 Design-Builder as Extra Work. Design-Builder'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) Design-Builder must continue to maintain its Project-related records in an organized manner for a period of five years after City's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Design-Builder, City is entitled to inspect or audit any of Design-Builder's records relating to the Project during Design-Builder's normal business hours. Design-Builder's records may also be subject to examination and audit by the State Auditor, pursuant to Government Code § 8546.7. The record-keeping requirements set forth in this subsection 2.4(K) will survive expiration or termination of the Contract.

(L) ***Copies of Project Documents.*** Design-Builder and its Subcontractors must keep copies, at the Project site, of all Work-related documents, including the Contract, permit(s),

Construction Documents, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to City for reference at all times during construction of the Project.

(M) ***Construction Records.*** Design-Builder will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Design-Builder will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Design-Builder will maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the City, Design-Builder will permit review of and/or provide copies of any of these construction records.

(N) ***Permits and Licenses.*** Design-Builder is responsible for timely obtaining, at Design-Builder's sole expense, the permits or licenses required to perform the Work, including a City business license, unless otherwise specified in the Special Conditions.

2.5 Design-Builder's Subcontractors.

(A) ***General.*** All Work which is not performed by Design-Builder with its own forces must be performed by qualified Subcontractors. Except for Subcontractors listed in Design-Builder's Proposal, Design-Builder must award subcontracts with a value exceeding one half of one percent of the Contract Price for Construction Services in compliance with Public Contract Code § 22166(b), including public notice. All Subcontractors bidding on contracts for the Work must be afforded the protections contained in the Subletting and Subcontracting Fair Practices Act (Public Contract Code § 4100 et seq.). Design-Builder must provide each Subcontractor with a complete set of the Construction Documents and any approved modifications thereto. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequately trained workforce. Each Subcontractor must obtain a City business license before performing any Work.

(B) ***Contractual Obligations.*** Design-Builder must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Design-Builder will provide that the rights that each Subcontractor may have against any manufacturer or supplier for breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to City. 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 Design-Builder and each Subcontractor.

(C) ***Termination.*** If the Contract is terminated, each Subcontractor's agreement must be assigned by Design-Builder to City, subject to the prior rights of any surety, but only if and to the extent that City accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Design-Builder pursuant to each such subcontract agreement.

(D) ***Substitution of Subcontractor.*** If Design-Builder requests substitution of a listed Subcontractor under Public Contract Code § 4107, Design-Builder is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing, and any increased subcontract cost to perform the Work that was to be performed by the listed Subcontractor. If the City determines that a Subcontractor is unacceptable to City based on the Subcontractor's failure to satisfactorily perform its Work, or for any of the grounds for substitution listed in Public Contract Code § 4107(a), City may request removal of the Subcontractor from the Project. Upon receipt of a written request from City to remove a Subcontractor pursuant to this paragraph, Design-Builder will immediately remove the Subcontractor from the Project and, at no further cost to City, will either (1) self-perform the remaining Work to the extent that Design-Builder is duly licensed and qualified to do so, or (2) substitute a Subcontractor that is acceptable to City, in compliance with Public Contract Code § 4107, as applicable.

2.6 Coordination of Work.

(A) ***Concurrent Work.*** City reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project site while the Work is being performed for the Project. Design-Builder 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, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by City. To the full extent permitted by law, Design-Builder must hold harmless and indemnify City against any and all claims arising from or related to Design-Builder's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any utility company or agency or another contractor or subcontractor.

(B) ***Coordination.*** If Design-Builder's Work will connect or interface with work performed by others, Design-Builder is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Design-Builder is responsible for any failure by Design-Builder or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Design-Builder must give the Project Manager prompt written notification of any defects Design-Builder discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Design-Builder that the work of others is not defective and will not prevent the proper execution of the Work. Design-Builder must also promptly notify City if work performed by others, including work or activities performed by City's own forces, is operating to hinder, delay, or interfere with Design-Builder's timely performance of the Work. City reserves the right to backcharge Design-Builder for any additional costs incurred due to Design-Builder's failure to comply with the requirements in this Section 2.6.

2.7 Submittals. Unless otherwise specified, Design-Builder must submit to the 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, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the Special Conditions. The Engineer may require submission of a submittal schedule at or before a pre-construction conference, as may be specified by City.

(A) ***General.*** Design-Builder is responsible for ensuring that its submittals are complete, legible, accurate and conform to the Contract Documents.

(B) ***Time and Manner of Submission.*** Design-Builder must ensure that its submittals are prepared and delivered in a manner consistent with the current City-accepted schedule for the Work and within the applicable time specified 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, Design-Builder'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, Design-Builder must promptly make and submit any required corrections as specified 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 Design-Builder from complying with the requirements of the Contract Documents. Design-Builder 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 City's prior acceptance of a required submittal is performed or provided at Design-Builder's risk, and Design-Builder 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 City, including costs for the Project Manager or Inspector.

(G) ***Excessive RFIs.*** A RFI will be considered excessive or unnecessary if City determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. City's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Design-Builder.

2.8 Shop Drawings. When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Design-Builder'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, Design-Builder will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Design-Builder is responsible for any errors or 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 City does not relieve Design-Builder of Design-Builder's responsibility.

2.9 Access to Work. Design-Builder must afford prompt and safe access to any Worksite by City and its employees, agents, or consultants authorized by City; and upon request by City, Design-Builder must promptly arrange for City representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.

2.10 Personnel. Design-Builder and its Subcontractors must employ only competent and skillful personnel to perform the Services. Design-Builder and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to

the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Design-Builder and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel, may not be re-employed or permitted on the Project in any capacity without City's prior written consent.

Article 3 - Contract Documents

3.1 **Contract Documents**. The Contract Documents are comprised of the following:

(A) Duly authorized and executed Change Orders;

(B) The Contract and any duly authorized and executed amendments thereto;

(C) The Notice to Proceed with Design Services;

(D) The Notice to Proceed with Construction Services;

(E) The Special Conditions and attachments thereto;

(F) The General Conditions;

(G) The Bridging Documents;

(H) The payment and performance bonds;

(I) The City-approved Construction Documents;

(J) The Request for Proposals and all addenda thereto;

(K) Added Value Commitments;

(L) The Proposal; and

(M) Any referenced documents prepared by and on behalf of a third party that were not prepared specifically for this Project.

3.2 **Order of Precedence**. Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. In case of any conflict or inconsistency among the Contract Documents, the order of precedence will follow the order in which the Contract Documents are listed in Section 3.1, above, which are listed from highest to lowest.

3.3 **Bridging Documents**. The Bridging Documents refer to the preliminary design drawings and performance criteria and special program requirements, including addenda thereto issued prior to execution of the Contract. The drawings are the graphic and pictorial portions of the Bridging Documents, wherever located and whenever issued, generally showing the design, location and dimensions of the Project and may include without limitation, plans, elevations, sections, details, schedules and/or diagrams. The specifications are the portion of the Bridging Documents consisting of the written requirements for materials, equipment, construction systems, standards, criteria and

workmanship for the Project and related services. The Bridging Documents are for general intent of the final Project design and are not considered to be a complete working package. Design-Builder is responsible to hire and coordinate all associated Design Services, including architectural, structural, mechanical, electrical, plumbing, civil engineering, geotechnical, and landscape architecture for the structures and systems, whether shown or implied in the Bridging Documents or required for a complete Project built to current governing codes. The following documents, which were attached to the RFP, collectively constitute the Bridging Documents:

(A) Performance Criteria (Attachment A)
(B) Preliminary Engineering and Architectural Design (Attachment B)
(C) Mitigation Monitoring and Reporting Program (Attachment C)

3.4 Added Value Commitments. The Proposal included certain design and construction features that would add value to the Project for the City ("Added Value Commitments") in addition to the requirements set forth elsewhere in the City's Contract Documents. Design-Builder agrees to incorporate any such Added Value Commitments into the Project upon written request and approval by City, at no additional cost and with no delay to City. Added Value Commitments are attached hereto as Attachment D.

3.5 For Reference Only. Design-Builder 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. Design-Builder 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. Design-Builder must promptly notify City of any perceived or actual conflict between the Contract Documents and any document provided For Reference Only. The following document, which was attached to the RFP, has been provided For Reference Only:

(A) CDBG-DR and CDBG-MIT Terms and Conditions (Attachment E)

3.6 Current Versions. Unless otherwise specified by City, any reference to standard specifications, technical specifications, or any City or state codes or regulations means the latest specification, code or regulation in effect at the time the Contract is signed.

Article 4 - Bonds, Indemnity, and Insurance

4.1 Payment and Performance Bonds. No later than ten days following City's final approval of the Construction Documents, Design-Builder must provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the estimated price for the Construction Services, using the bond forms included with the Contract Documents.

(A) ***Surety.*** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Design-Builder must substitute a surety acceptable to City. If Design-Builder fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Design-Builder until the surety is replaced to City's satisfaction, or terminate the Contract for default.

(B) ***Cost Estimate Updates.*** If at any time Design-Builder's updated construction cost estimate exceeds the estimated price for Construction Services in Section 3.1 of the Contract by 5%, Design-Builder must replace the initial bonds with bonds based on 100%

of the updated estimated price for Construction Services using the bond forms included with the Contract Documents.

.

4.2 Indemnity and Liability.

(A) ***Design-Builder's Indemnity Obligation.*** To the fullest extent permitted by law, Design-Builder must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs and expenses (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 or in connection with the acts or omissions of Design-Builder, its employees, Subcontractors, representatives, or agents, in performing the Work or in failing to comply with any obligation of Design-Builder 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 Design-Builder's Proposal for the Contract. Design-Builder's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the Design-Builder or its agents or employees under Workers' Compensation laws, disability benefits laws, or other employee benefit laws. This indemnification obligation is also not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and Design-Builder's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract. This indemnity obligation does not apply to any Design Professionals who are covered by subsection (B) below.

(B) ***Design Professional Indemnity Obligation.*** To the fullest extent permitted by law, subject only to the limitations of Civil Code § 2782.8, the Design Professionals who are members of the DB Team or retained or employed by Design-Builder to provide the Design Services must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs and expenses (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 or in connection with the negligence, recklessness, or willful misconduct of the Design Professionals, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This Design Professional indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the Design Professionals or their agents or employees under Workers' Compensation laws, disability benefits laws, or other employee benefit laws. This Design Professional indemnification is also not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and will survive the expiration or any early termination of the Contract with respect to Liability arising during the term of the Contract.

(C) ***Third Party Claims.*** City will timely notify Design-Builder upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201.

(D) ***No Personal Liability.*** No member of the City Council or any individual officer, employee or authorized agent of City will be personally liable for any liability arising under this Contract.

4.3 Insurance. No later than ten days following City's notice of selection of Design-Builder for award of the Contract, Design-Builder must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Design-Builder and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract for three (3) years from the date of City's acceptance of the Project. All required insurance must be issued by a company licensed 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 "VIII" or better. If Design-Builder 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 Design-Builder's expense and deduct the cost from payments due to Design-Builder, or terminate the Contract for default. The procurement of the required insurance will not be construed to limit Design-Builder's liability under this Contract or to fulfill Design-Builder's indemnification obligations under this Contract.

(A) ***Policies and Limits.*** The following insurance policies and limits are required for this Contract unless otherwise specified in the Special Conditions:

(1) *Commercial General Liability ("CGL") Insurance:* Minimum Coverage Limits: $5,000,000 per occurrence / $5,000,000 aggregate. Coverage must be at least as broad as ISO CG 00 01 and must include products liability and completed operations coverage which shall continue for a period of three (3) years after acceptance of the work by the City. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used). Coverage shall not exclude subsidence.

(2) *Builder's Risk Insurance:* Builder's Risk Insurance is required this Project. The City shall be named as loss payee. The amount of Builder's Risk Coverage required should be no less than the completed value of the Project without co-insurance provisions. Earthquake and Flood coverages are required. Builder's Risk Insurance must be in place prior to the Construction Phase.

(3) *Workers' Compensation Insurance and Employer's Liability:* Minimum Coverage Limits $1,000,000. As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than $ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Design-Builder, its employees, agents and subcontractors.

(4) *Automobile Liability Insurance:* Minimum Coverage Limits: $3,000,000. ISO Form Number CA 00 01 covering any auto (Code 1). Insurance shall cover owned, nonowned and hired autos.

(5) *Professional Liability*. Minimum Coverage Limits: $1,000,000 per claim / $1,000,000 aggregate. Design-Builder shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.

(6) *Design-Builder's pollution legal liability and/or asbestos legal liability and/or errors and omission (if project involves environmental hazards)* Minimum

Coverage Limits: $1,000,000 per occurrence or claim / $2,000,000 aggregate. If the work involves lead-based paint or asbestos identification/remediation, the pollution liability policy must not contain lead-based paint or asbestos exclusions. If the work involves mold identification, the pollution liability policy must not contain a mold exclusion and a definition of "Pollution" in said policy shall include microbial matter including mold.

(B) ***Notice.*** 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.

(C) ***Waiver of Subrogation.*** Each required policy must include an endorsement providing that the carrier will 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, and pollution 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. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or an equivalent form approved by the City.

(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 by Design-Builder is primary and no insurance held or owned by any Additional Insured 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) ***Design-Builder's Responsibilities.*** This Section establishes the minimum requirements for Design-Builder's insurance coverage in relation to this Project, but is not intended to limit Design-Builder's ability to procure additional or greater coverage. Design-Builder is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Design-Builder is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Design-Builder's insurance coverage.

(F) ***Deductibles and Self-Insured Retentions.*** Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of $100,000 are subject to approval by the City's Risk Manager, acting in his or her sole discretion, and must be declared by Design-Builder when it submits its certificates of insurance and endorsements pursuant to this Section. If City's Risk Manager determines that the deductibles are unacceptably high, at City's option, Design-Builder must either reduce or eliminate the deductibles as they apply to City and all required Additional Insured;

or must provide a financial guarantee, to City's satisfaction, guaranteeing payment of losses and related investigation, claim administration and legal expenses.

(G) ***Subcontractors.*** Design-Builder 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, but excluding pollution liability or builder's risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the City's Risk Manager. Design-Builder must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request of City, Design-Builder must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit Design-Builder's insurance obligations.

Article 5 - Contract Time

5.1 Time is of the Essence. Time is of the essence in Design-Builder's performance and completion of the Work, and Design-Builder must diligently prosecute the Work and complete it within the Contract Time.

(A) ***General.*** Design-Builder must commence the Services on the date indicated in the Notice to Proceed with Design Services, and must fully perform the Services and complete the Project in strict compliance with all requirements of the Contract Documents, and within the Contract Time.

(B) ***Rate of Progress.*** Design-Builder 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 Design-Builder is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Design-Builder 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 Design-Builder fails to comply with City's directive in this regard, City may, at Design-Builder'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 Design-Builder's default.

5.2 Schedule Requirements. Design-Builder must prepare all schedules using standard, commercial scheduling software acceptable to the Engineer, and must provide the schedules in electronic and paper form as requested by the Engineer.

(A) ***Baseline (As-Planned) Schedule.*** Within ten calendar days following City's approval of the final Construction Documents, Design-Builder must submit to City for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Design-Builder plans to perform and fully complete the Construction Services within the Contract Time, including labor, equipment, materials, and fabricated items. The baseline schedule for Construction Services 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. 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 with Construction Services, Design-Builder must order any specialized material or equipment for the Work that is not readily available from material suppliers. Design-Builder must also retain documentation of the purchase order 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 below, to assure completion of the Work within the Contract Time. Design-Builder is solely responsible for resolving any exceptions noted in a schedule and, within five days, must correct the schedule to address exceptions. City's review or acceptance of Design-Builder's schedules will not operate to waive or limit Design-Builder's duty to complete the Project within the Contract Time, nor to waive or limit City's right to assess liquidated damages for Design-Builder's unexcused failure to do so.

(C) ***Progress Schedules.*** After City accepts the final baseline schedule with no exceptions, Design-Builder 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 change 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. Design-Builder must also submit periodic reports to City 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 and timely completion. If Design-Builder 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 up to ten percent from payment(s) otherwise due to Design-Builder until the exceptions are resolved, the schedule is corrected and resubmitted, and City has accepted the schedule. In addition, Design-Builder's failure to comply with the schedule requirements in this Section 5.2 will be deemed a material default and a waiver of any claims for Excusable Delay or loss of productivity arising during any period when Design-Builder is out of compliance, subject only to the limits of Public Contract Code § 7102.

(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, Design-Builder must submit a recovery schedule, showing how Design-Builder intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(E) ***Effect of Acceptance.*** Design-Builder and its Subcontractors must perform the Work in accordance with the most current City-accepted 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 Design-Builder's unexcused delay in completing the Work within the Contract Time.

(F) ***Posting.*** Design-Builder must at all times prominently post a copy of the most current City-accepted progress or recovery schedule 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 Design-Builder's time or cost to perform the Work.

(H) ***Authorized Working Days and Times.*** With respect to the Construction Services performed at the Project site, Design-Builder is limited to working Monday through Friday, excluding holidays, during City's normal business hours 8am to 4pm, except as provided in the Special Conditions or as authorized in writing by City. City reserves the right to charge Design-Builder 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 Design-Builder becomes aware of any actual or potential delay affecting the critical path, Design-Builder 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 Design-Builder encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Design-Builder's control, and which Design-Builder could not have avoided or mitigated through reasonable care, planning, foresight, and diligence, provided that Design-Builder is otherwise fully performing its obligations under the Contract Documents. 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. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

(C) ***Weather Delays.*** A "Weather Delay Day" is a Working Day during which Design-Builder 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 Project site clean-up 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. Design-Builder will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

(1) Design-Builder must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.

(2) Design-Builder will not be entitled to an extension of time for a Weather Delay Day to the extent Design-Builder is responsible for concurrent delay on that day.

(3) Design-Builder must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

(D) ***Non-Excusable Delay.*** Delay which Design-Builder could have avoided or mitigated through reasonable care, planning, foresight and diligence is "Non-Excusable Delay." Design-Builder 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) Design-Builder's failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;

(3) Design-Builder's failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;

(4) foreseeable conditions which Design-Builder could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Design-Builder;

(5) Design-Builder's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;

(6) performance or non-performance by Design-Builder's Subcontractors or suppliers;

(7) the time required to respond to excessive RFIs (see Section 2.7(G));

(8) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;

(9) time required for repair of, re-testing, or re-inspection of defective Work;

(10) enforcement of Laws by City, or outside agencies with jurisdiction over the Work; or

(11) City's exercise or enforcement of any of its rights or Design-Builder's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

(E) ***Compensable Delay.*** Pursuant to Public Contract Code § 7102, in addition to entitlement to an extension of Contract Time, Design-Builder 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"). Design-Builder is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay. Delay due to causes that are beyond the control of either City or Design-Builder, including Weather Delay Days, discovery of Historic or Archeological Items pursuant to Section 7.18, or the actions or inactions of third parties or other agencies, is not Compensable Delay, and will only entitle Design-Builder to an extension of time commensurate with the time lost due to such delay.

(F) ***Recoverable Costs.*** Design-Builder is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Design-Builder is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Design-Builder from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by City. Recoverable Costs will not include home office overhead or lost 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 Design-Builder 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 Design-Builder'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 Design-Builder 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 days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Design-Builder is entitled to an extension of Contract Time, or compensation for Recoverable Costs, 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.* Design-Builder has the burden of proving that: the delay was an Excusable Delay or Compensable Delay, as defined above; Design-Builder has fully complied with its scheduling obligations in Section 5.2, Schedule Requirements; Design-Builder has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Design-Builder were actually incurred and were reasonable under the circumstances.

(5) *Legal Compliance.* Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code § 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.* In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Design-Builder may not stop 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. Design-Builder'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 § 7203, if Design-Builder fails to achieve Final Completion within the Contract Time due to Design-Builder's Non-Excusable Delay, City will charge Design-Builder in the amount specified in the Contract for each calendar day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty. Any waiver of accrued liquidated damages, in whole or in part, is subject to approval of the City Council or its authorized delegee.

(A) ***Liquidated Damages.*** Liquidated damages will not be assessed for any Excusable Delay or Compensable Delay, as set forth above.

(B) ***Milestones.*** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) ***Setoff.*** City is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Design-Builder, including progress payments, Final Payment, or unreleased 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 Design-Builder or its performance bond surety.

(D) ***Occupancy or Use.*** Occupancy or use of the Project in whole or in part prior to 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 Design-Builder's Non-Excusable Delay in achieving Final Completion.

(E) ***Other Remedies.*** City's right to liquidated damages under this Section applies only to damages arising from Design-Builder's Non-Excusable Delay or 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, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, or other liability caused by Design-Builder.

Article 6 - Contract Modification

6.1 Contract Modification. Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, including a "no-cost" Change Order or a unilateral Change Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Design-Builder's warranty obligations pursuant to Article 11 or any obligations of Design-Builder's bond sureties.

(A) ***City-Directed Changes.*** City may direct changes in the scope of sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set forth in subsection (C) below, or deletion or modification of portions of the Work. Design-Builder must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Design-Builder 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. Design-Builder is not entitled to extra compensation for cost savings resulting from "value engineering" pursuant to Public Contract Code § 7101, except to the extent authorized in advance by City in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.

(B) ***Disputes.*** In the event of 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, Design-Builder 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. Likewise, in the event that City and Design-Builder dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Design-Builder 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. If Design-Builder refuses to perform the Work in dispute, City may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, City may elect to terminate the Contract for convenience or for cause. Design-Builder'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.

(C) ***Extra Work.*** City may direct Design-Builder to perform Extra Work related to the Project. Design-Builder must promptly perform any Extra Work as directed or authorized by City in accordance with the original Contract Documents, even if Design-Builder and City have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. If Design-Builder believes it is necessary to perform Extra Work due to changed conditions, Design-Builder must promptly notify the Engineer in writing, specifically identifying the Extra Work and the reason(s) the Design-Builder believes it is Extra Work. This notification requirement does not constitute a Change Order request pursuant to Section 6.2, below. Design-Builder 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 Design-Builder performs Extra Work, or Work that Design-Builder contends is Extra Work, Design-Builder 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 Design-Builder's Extra Work Report(s) based on the Engineer's records of the Work. When an Extra Work Report(s) is agreed on and signed by both City and Design-Builder, 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.

(D) ***Minor Changes and RFIs.*** Minor field changes, including RFI replies from City, that do not affect the Contract Price or Contract Time and that are approved by the Engineer acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from City, Design-Builder agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

(E) ***Remedy for Non-Compliance.*** Design-Builder'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 Design-Builder's sole expense, and may deduct the cost from the Contract Price.

6.2 Design-Builder Change Order Requests. Design-Builder must submit a request or proposal for a change in the approved Construction Documents, 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 Design-Builder 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 Design-Builder propose the terms of a Change Order, unless otherwise specified in City's request, Design-Builder 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 Design-Builder must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, 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 fully 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. Upon request, Design-Builder must permit City to inspect its original and unaltered bidding records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.

(D) ***Required Form.*** Design-Builder 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 Design-Builder and must include the following certification:

"The undersigned Design-Builder certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Design-Builder warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any known or foreseeable costs, expenses, or time extension requests not included herein are deemed waived."

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 listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to City-authorized time and material Work, and does not apply to any other payments to Design-Builder. For Work items or components that are deleted in their entirety, Design-Builder will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Design-Builder was notified of the City's intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

(A) ***Unit Pricing.*** Amounts previously provided by Design-Builder in the form of unit prices, either in the Proposal or in a post-award schedule of values pursuant to Section 8.2, Schedule of Values, will apply to determine the price for the affected Work, to the extent applicable unit prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) ***Lump Sum.*** A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.

(C) ***Time and Materials.*** On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by City in advance of Design-Builder's performance of the Work and subject to any not-to-exceed limit. Time and materials compensation for increased costs or Extra Work (but not decreased costs or deleted Work), will include allowed markup for overhead, profit, and other indirect costs, calculated as the total of the following sums, the cumulative total of which may not exceed the maximum markup rate of 15%:

(1) All direct labor costs provided by Design-Builder or its general contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;

(2) All direct material costs provided by Design-Builder or its general contractor, including sales tax, plus15% markup;

(3) All direct plant and equipment rental costs provided by Design-Builder or its general contractor, plus 15% markup;

(4) All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and

(5) Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

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 Design-Builder has requested, the value of deleted or changed Work, what constitutes Extra Work,

or 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 for the adjustment to compensation or time that the City believes is merited. Design-Builder'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. Design-Builder waives its entitlement to any increase in the Contract Price or Contract Time if Design-Builder fails to fully comply with the provisions of this Article. Design-Builder will not be paid for unauthorized Extra Work.

Article 7 - General Construction Provisions

7.1 Permits, Fees, Business License, and Taxes.

(A) ***Permits, Fees, and City Business License.*** Design-Builder must obtain and pay for all plan checks, permits, fees, or licenses required to perform the Work, unless otherwise indicated in the Contract Documents. Design-Builder must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required, and must prepare and submit all documents necessary to obtain any required approval from government agencies with jurisdiction over the Project, as may be required. Design-Builder must provide City with copies of all records of plan checks, permits and permit applications, payment of required fees, approval(s) from government agencies with jurisdiction over the Project, and any licenses required for the Work. Design-Builder, members of the DB Team, and Subcontractor(s) must obtain a City business license before beginning Work on the Project. Notwithstanding the foregoing, City agrees to pay all City permit fees or otherwise waive such City permit fees related to the Work.

(B) ***Taxes.*** Design-Builder 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.

7.2 Temporary Facilities. Design-Builder must provide, at Design-Builder's sole expense, any and all temporary facilities for the Project, including an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be approved by the City prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Design-Builder must fence and screen the Project site and, if applicable, any separate Worksites, including the staging area, and its operation must minimize inconvenience to neighboring properties. Additional provisions pertaining to temporary facilities may be included in the Bridging Documents or Special Conditions.

(A) ***Utilities*****.** Design-Builder must install and maintain the power, water, sewer and all other utilities required for the Project site, including the piping, wiring, internet and wifi connections, and any related equipment necessary to maintain the temporary facilities.

(B) ***Removal and Repair.*** Design-Builder must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Design-Builder 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.

7.3 Noninterference and Site Management. Design-Builder 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. Design-Builder must also minimize disruption of

access to private property in the Project vicinity. Design-Builder 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, Design-Builder must provide effective notice to the affected parties at least 48 hours in advance 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.*** Unless otherwise provided by City, Design-Builder must acquire, use and dispose of, at its sole expense, any Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.

(B) ***Offsite Staging Area and Field Office.*** If additional space beyond the Project site is needed, such as for the staging area or the field office, Design-Builder may need to make arrangements with the nearby property owner(s) to secure the space. Before using or occupying any property owned by a third party, Design-Builder must provide City with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding City harmless from any related liability, in a form acceptable to the City Attorney.

(C) ***Traffic Management.*** Design-Builder must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, or pedestrian traffic.

7.4 Signs. No signs may be displayed on or about City's property, except signage which is required by Laws or by the Contract Documents, without City's prior written approval as to size, design, and location.

7.5 Project Site and Nearby Property Protections.

(A) ***General.*** Design-Builder is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work until the City has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by City, Design-Builder must confine its operations to the area of the Project site indicated in the Bridging Documents. Design-Builder is liable for any damage caused by Design-Builder or its Subcontractors to the Work, City's property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for City, including damage related to Design-Builder's failure to adequately secure the Work or any Worksite.

(1) Subject to City's approval, Design-Builder will provide and install safeguards to protect the Work; any Worksite, including the Project site; City's real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections.

(2) City wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Design-Builder must immediately notify City 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) Design-Builder 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.

(4) If directed by Engineer, Design-Builder must promptly repair or replace any 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 Design-Builder.

(5) Design-Builder will not permit any structure or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure or infrastructure.

(B) ***Securing Project Site.*** After completion of Work each day, Design-Builder must secure the Project site and, to the extent feasible, make the right of way area reasonably accessible to the public unless City 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. Portions of the site under construction on City property and outside of the right of way must be protected from access by the public with a minimum 6-foot-high temporary construction fence and must be secured at the end of each work day. Design-Builder 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 or pursuant to prior written authorization from City.

(C) ***Unforeseen Conditions.*** If Design-Builder encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Bridging Documents, record drawings, or other documents or information made available to Design-Builder or apparent from inspection of the Project site, Design-Builder must immediately notify the City and promptly submit a Request for Information to obtain further directions from the Engineer. Design-Builder and must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's written response will be final and binding on Design-Builder. If the Engineer's subsequent direction to Design-Builder affects Design-Builder's cost or time to perform the Work, Design-Builder may submit a Change Order request as set forth in Article 6, above.

(D) ***Support; Adjacent Properties.*** Design-Builder must provide, install and maintain all shoring, bracing and underpinning necessary to provide support to City's property and adjacent properties and improvements thereon. Design-Builder must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.

(E) ***Notification of Property Damage.*** Design-Builder must immediately notify the City of damage to any real or personal property resulting from Work on the Project. Design-Builder must immediately provide a written report to City of any such property damage in excess of $500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Design-Builder or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Design-Builder is required to file an accident report with another government agency, Design-Builder will provide a copy of the report to City.

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. Design-Builder must employ measures to preserve the specified quality and fitness of the materials and equipment. 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. Design-Builder is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Design-Builder is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Design-Builder's sole cost until City has formally accepted the Project as set forth in Section 11.1, Final Completion. Design-Builder 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.

(B) ***City-Provided.*** If the Work includes installation of materials or equipment to be provided by City, Design-Builder is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Design-Builder must notify City of any defects discovered in City-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Design-Builder is solely responsible for any loss of or damage to such items which occurs while the items are in Design-Builder's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Design-Builder.

(C) ***Intellectual Property Rights.*** Design-Builder 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 used or incorporated into the Work. Design-Builder's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights in violation of this provision.

7.7 Substitutions.

(A) ***"Or Equal."*** Any specification in the Bridging Documents or in the City-approved Construction Documents 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 Design-Builder may request use of any equal item or service. Unless otherwise stated in the Bridging Documents or City-approved Construction Documents, any reference to a specific brand or trade name for an item that is used solely for the purpose of describing the type of item desired, will be deemed to be followed by the words "or equal." A substitution will only be approved if it is a true "equal" item in every aspect of design, function, and quality, as determined by City, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

(B) ***Request for Substitution.*** A request for substitution of an item specified in the Bridging Documents must be submitted in writing to City for approval with the Design Development Documents. A request for substitution of an item specified in the City-approved Construction Documents must be submitted in writing to City for approval sufficiently in advance of the time needed to avoid delay of the Work, factoring in adequate time for testing, re-testing, or resubmittal.

(C) ***Substantiation.*** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Design-Builder'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.

(D) ***Burden of Proving Equality.*** Design-Builder has the burden of proving the equality of the proposed substitution at Design-Builder's sole cost. City has sole discretion to determine whether a proposed substitution is equal, and City's determination is final.

(E) ***Approval or Rejection.*** If the proposed substitution is approved, Design-Builder is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Design-Builder must, without delay, install the item or use the service as specified by City.

(F) ***Design-Builder's Obligations.*** City's approval of a proposed substitution will not relieve Design-Builder from any of its obligations under the Contract Documents. In the event Design-Builder makes an unauthorized substitution, Design-Builder 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 City 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 at least ten days prior to the first such application or installation. Design-Builder must, at all times, make the Work available for testing or inspection. Neither City's inspection or testing of Work, nor its failure to do so, operate to waive or limit Design-Builder's duty to complete the Work in accordance with the Contract Documents.

(B) ***Scheduling and Notification.*** Design-Builder must cooperate with City in coordinating the inspections and testing. Design-Builder must submit samples of materials, at Design-Builder's expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Design-Builder 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 Design-Builder schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized City holiday, Design-Builder must notify the Engineer at least two Working Days in advance for approval. If approved, Design-Builder 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 Design-Builder.

(C) ***Responsibility for Costs.*** City will bear the initial cost of inspection and testing to be performed by independent testing consultants retained by City, subject to the following exceptions:

(1) Design-Builder 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) Design-Builder will be responsible for inspection costs, at City's hourly rates, for inspection time lost because the Work is not ready or Design-Builder 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 Design-Builder prior to the inspection or testing, Design-Builder 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.

(4) Design-Builder is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.

(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 Design-Builder, at Design-Builder's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) ***Contractor's Obligations.*** Design-Builder 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 Design-Builder of its obligations to perform the Work as specified in the Construction Documents. Any Work done without the required inspection(s) will also be subject to rejection by City.

(E) ***Distant Locations.*** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Design-Builder is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) ***Final Inspection.*** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

7.9 Project Site Conditions and Maintenance. Design-Builder must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety, air quality, and dust control. Adequate toilets must be provided, and properly maintained and serviced for all workers on the Project site, located in a suitably secluded area, subject to City's prior approval. Design-Builder 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 Control.*** Design-Builder must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws.

(B) ***Dust and Debris.*** Design-Builder must minimize and confine dust and debris resulting from the Work. Design-Builder 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 Design-Builder that an airborne nuisance exists. The Engineer may direct that Design-Builder provide an approved water-spraying truck for this purpose. If water is used for dust control, Design-Builder will only use the minimum necessary. Design-Builder must take all necessary steps to keep waste water out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If City determines that the dust control is not adequate, City may have the work done by others and deduct the cost from the Contract Price. Design-Builder will immediately remove any excess excavated material from the Project site and any dirt deposited on public streets.

(C) ***Clean up.*** Before discontinuing Work in an area, Design-Builder must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

(1) Except as otherwise specified, all 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 Design-Builder's property.

(2) 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. Design-Builder must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

(D) ***Disposal.*** Design-Builder must dispose of all Project debris and waste materials in a safe and legal manner. Design-Builder may not burn or bury waste materials on the Project site. Design-Builder will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system.

(E) ***Completion.*** At the completion of the Work, Design-Builder must remove from the Project site all of its equipment, tools, surplus materials, waste materials BMP's and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Design-Builder 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. Design-Builder must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions, and all landscaped areas or natural areas that have been disturbed have been treated for permanent erosion control. Design-Builder must provide all cutting, fitting and patching needed to accomplish that requirement. Design-Builder must also 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 previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Design-Builder must restore to original condition all property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by City.

(F) ***Non-Compliance.*** If Design-Builder fails to comply with its maintenance and cleanup obligations or any City clean up order, City may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and deduct the cost from any amounts due or to become due to Design-Builder.

7.10 Instructions and Manuals. Design-Builder 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 City at least ten days prior to the first such application. The instructions and manuals, along with any required guarantees, must be delivered to City for review.

(B) ***Training.*** Design-Builder or its Subcontractors must train City's personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

7.11 As-built Drawings. Design-Builder and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans 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. City may withhold the estimated cost for City to have the as-built drawings prepared from payments otherwise due to Design-Builder, 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 installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork, or drain lines, 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.*** Design-Builder 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 City Engineer for review and acceptance as a condition precedent to Final Completion and Final Payment.

7.12 Existing Utilities.

(A) ***General.*** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Design-Builder must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation, or any other activity that could damage or disrupt existing utilities. This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be excavated. Except as otherwise provided herein, Design-Builder will be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Design-Builder's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7.

(B) ***Unidentified Utilities.*** Pursuant to Government Code § 4215, if, during the performance of the Work, Design-Builder discovers utility facilities not identified by City in the Contract Documents, Design-Builder must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Design-Builder will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Design-Builder's failure to exercise reasonable care, and removing or relocating utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Design-Builder will not be assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by City's failure to provide for removal or relocation of the utility facilities.

7.13 Notice of Excavation. Design-Builder must comply with all applicable requirements in Government Code §§ 4216 through 4216.5, which are incorporated by reference herein. Government Code § 4216.2 requires that, except in an emergency, Design-Builder must contact the appropriate regional notification center, or Underground Services Alert 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. Design-Builder may not begin excavation until it has obtained and submitted to Engineer an inquiry identification number from Underground Services Alert.

7.14 Trenching and Excavations of Four Feet or More. As required by Public Contract Code § 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

(A) ***Duty to Notify.*** Design-Builder must promptly, and before the following conditions are disturbed, provide written notice to City if Design-Builder finds any of the following conditions:

(1) Material that Design-Builder believes may be a hazardous waste, as defined in § 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 Laws;

(2) Subsurface or latent physical conditions at the Project site differing from those indicated by information about the Project site made available to Design-Builder prior to the deadline for submitting Proposals; or

(3) Unknown physical conditions at the Project site 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 materially differ from those indicated, apparent, or reasonably inferred from information about the Project site made available to Design-Builder prior to the deadline for submitting Proposals, or involve hazardous waste, and cause a decrease or increase in Design-Builder's cost of, or the time required for, performance of any part of the Work, City will issue a Change Order.

(C) ***Disputes.*** In the event that a dispute arises between City and Design-Builder regarding any of the conditions specified in subsection (B) above, or the terms of a Change Order issued by City, Design-Builder will not be excused from completing the Work within the Contract Time, but must proceed with all Work to be performed under the Contract. Design-Builder will retain any and all rights provided either by the Contract or by Laws which pertain to the resolution of disputes between Design-Builder and City.

7.15 Trenching of Five Feet or More. As required by Labor Code § 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 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 California 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.

7.16 New Utility Connections. Except as otherwise specified, City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Design-Builder 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.

7.17 Lines and Grades. Design-Builder is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Design-Builder must provide all lines and grades required to execute the Work. Design-Builder 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. Design-Builder must notify the Engineer of any discrepancies found between Design-Builder's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

7.18 Historic or Archeological Items.

(A) ***Design-Builder's Obligations.*** Design-Builder 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 archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items"). Additional provisions pertaining to Historical or Archeological Items may be included in the Bridging Documents or Special Conditions.

(B) ***Discovery; Cessation of Work.*** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by City. If required by City, Design-Builder must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At City's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13. Additional provisions pertaining to Historical or Archeological Items may be included in the Bridging Documents or Special Conditions.

7.19 Environmental Control. Design-Builder must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Design-Builder must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into City's storm drain system and watercourses as required below. Design-Builder and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.

(A) ***Stormwater Permit.*** Design-Builder 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 Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

(B) ***Design-Builder's Obligations.*** If required for the Work, a copy of the Stormwater Permit is on file in City's principal administrative offices, and Design-Builder must comply with it without adjustment of the Contract Price or the Contract Time. Design-Builder must

timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Design-Builder also must comply with all other Laws governing discharge of stormwater, including applicable municipal stormwater management programs.

7.20 Noise Control. Design-Builder must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Design-Builder.

7.21 Mined Materials. Pursuant to the Surface Mining and Reclamation Act of 1975, Public Resources Code § 2710 et seq., any purchase of mined materials, such as construction aggregate, sand, gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation included on the AB 3098 List, which may be requested from: https://filerequest.conservation.ca.gov/RequestFile/79092.

Article 8 - Payment

8.1 Payment for Services. For all Services performed in compliance with the Contract Documents, City will compensate Design-Builder on a monthly basis pursuant to the Contract and this Article 8 in an amount not to exceed the Contract Price, as adjusted by approved Change Orders, if any, as further specified below.

8.2 Schedule of Values. Prior to commencing the Construction Phase, Design-Builder must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including cost allocations for both the Design Services and the Construction Services to be provided during the Construction Phase. Each line item contained in the schedule of values must be assigned a value such that the total of all items required for the Construction Services does not exceed the Contract Price for Construction Services under Section 3.1(B) of the Contract. 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 Design-Builder's Proposal.

(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 specified in the Contract Documents.

(B) ***Deleted or Reduced Work.*** Design-Builder 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 Design-Builder reasonably incurred before Design-Builder learned that the Work could be deleted or reduced. Design-Builder will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

8.3 Progress Payments. Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Design-Builder 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 Design Services or Construction Services performed during that preceding month.

(A) ***Application for Payment.***

(1) Each application for payment for Design Services must summarize the Design Services provided during the preceding month and identify each Design Professional that provided those services.

(2) Each application for payment for Construction Services must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Project site, as well as authorized and approved Change Orders. Each application for payment for Construction Services must be supported by Design-Builder's schedule of values and any other substantiating data required by the Contract Documents. If requested by the Project Manager, each application for payment for Construction Services must also be accompanied by an executed Conditional Waiver And Release Upon Progress Payment, using the form specified in Civil Code § 8132 for each Subcontractor that performed Work during the period covered by that application. The application for payment for Construction Services must also include the monthly report documenting compliance with the Skilled and Trained Workforce requirements pursuant to Public Contract Code § 2602, and as specified in Section 9.6, below.

(B) ***Payment of Undisputed Amounts.***

(1) City will pay the undisputed amount due within 30 days after Design-Builder has submitted a complete and accurate payment application, subject to Public Contract Code § 20104.50. City will deduct a percentage from each progress payment as retention, as set forth in Section 8.6, below, and may withhold additional amounts as set forth in Section 8.4, below.

(2) If required by the Project Manager, within 45 days after receipt of each payment from City for Construction Services, Design-Builder must submit an executed Unconditional Waiver And Release Upon Progress Payment, using the form specified in Civil Code § 8134, from each Subcontractor that has received a progress payment from Design-Builder following Design-Builder's receipt of payment from City.

8.4 Adjustment of Payment Application. City may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Design-Builder will be notified in writing of the basis for the modification to the amount requested. City may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

(A) For Design-Builder'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 Design-Builder or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Project site, City may deduct an amount based on the estimated cost to repair or replace.

(C) For Design-Builder's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.7(B), Joint Checks.

(D) For Design-Builder'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 Design-Builder's failure to submit any required schedule or schedule update or in the manner and within the time specified in the Contract Documents, City may withhold an amount equal to five percent of the total amount requested until Design-Builder complies with its schedule submittal obligations.

(G) For Design-Builder'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 Shop Drawings that have been accepted by City, when accepted Shop Drawings are required before proceeding with the Work, City may deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.

(I) For fines, payments, or penalties assessed under the Labor Code, City may deduct from payments due to Design-Builder as required by Laws and as directed by the Division of Labor Standards Enforcement.

(J) For any other costs or charges that may be withheld or deducted from payments to Design-Builder, as provided in the Contract Documents, including liquidated damages, City may withhold or deduct such amounts from payment otherwise due to Design-Builder.

8.5 Early Occupancy. 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.

8.6 Retention. City will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.4, Adjustment of Payment Application), or the percentage stated in the RFP, whichever is greater, as retention to ensure full and satisfactory performance of the Services. Design-Builder is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following City's acceptance of the Project.

(A) ***Substitution of Securities.*** As provided by Public Contract Code § 22300, Design-Builder 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 fully comply with Public Contract Code § 22300 and will be subject to approval as to form by City's legal counsel. If City exercises its right to draw upon such securities in the event of default pursuant to section (7) of the statutory Escrow Agreement for Security Deposits in Lieu of Retention, pursuant to subdivision (f) of Public Contract Code § 22300 ("Escrow Agreement"), and if Design-Builder disputes that it is in default, its sole remedy is to comply with the dispute resolution procedures in Article 12 and the provisions therein. It is agreed that for purposes of this paragraph, an event of default includes City's rights pursuant to these Contract Documents to withhold or deduct sums from retention, including withholding or deduction for liquidated damages, incomplete or defective Work, stop payment notices, or backcharges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances,

the successor or delegee of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.

(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 pursuant to Section 8.4, Adjustment of Payment Application, will be released as Final Payment to Design-Builder no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by the Engineer or authorized designee, pursuant to Section 11.1(C), Acceptance, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete pursuant to Public Contract Code § 7107(c).

8.7 Payment to Subcontractors and Suppliers. Each month, Design-Builder 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 Project site by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) ***Withholding for Stop Notice.*** Pursuant to Civil Code § 9358, 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, acting in its sole discretion, to issue joint checks made payable to Design-Builder and its Subconsultants, Subcontractors or suppliers, if City determines this is necessary to ensure fair and timely payment for a Subconsultant, Subcontractor or supplier who has provided services or goods for the Project. 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 the City Attorney's Office. 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 Subconsultant, Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

8.8 Final Payment. Design-Builder's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.3, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Design-Builder fails to submit a timely application for Final Payment, City reserves the right to unilaterally process and issue Final Payment without an application from Design-Builder in order to close out the Project. For purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that City acts to release undisputed retention as final payment to Design-Builder, or otherwise provides written notice to Design-Builder of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.4, Adjustment of Payment Application. If the amount due from Design-Builder to City exceeds the amount of Final Payment, City retains the right to recover the balance from Design-Builder 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 Design-Builder 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 § 7100. Any disputed amounts may be specifically excluded from the release.

8.10 Warranty of Title. Design-Builder 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 Design-Builder.

Article 9 - Labor Provisions

9.1 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, gender, medical condition, age, disability, or marital status is strictly prohibited. Design-Builder and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.

9.2 Labor Code Requirements. The following requirements apply to any work classified as "public works" pursuant to Labor Code § 1720 et seq. (and any corresponding regulations):

(A) ***Eight Hour Day.*** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.

(B) ***Penalty.*** Pursuant to Labor Code § 1813, Design-Builder will forfeit to City as a penalty, the sum of $25.00 for each day during which a worker employed by Design-Builder 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 § 1815.

(C) ***Apprentices.*** Design-Builder is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.

(D) ***Notices.*** Pursuant to Labor Code § 1771.4, Design-Builder is required to post all job site notices prescribed by Laws.

9.3 Prevailing Wages. Each worker performing Work under this Contract that is covered under Labor Code § 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 §§ 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. Design-Builder must post a copy of the applicable prevailing rates at the Project site.

(A) ***Penalties.*** Pursuant to Labor Code § 1775, Design-Builder and any Subcontractor will forfeit to City as a penalty up to $200.00 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. Design-Builder 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, Design-Builder and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

9.4 Payroll Records. At all times during performance of the Construction Services, Design-Builder must comply with the provisions of Labor Code §§ 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for monthly electronic submission of payroll records to the DIR.

(A) ***Design-Builder and Subcontractor Obligations***. Design-Builder 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) Design-Builder or Subcontractor has complied with the requirements of Labor Code §§ 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 DIR, and as further required by the Labor Code.

(C) ***Enforcement.*** Upon notice of noncompliance with Labor Code § 1776, Design-Builder or Subcontractor has ten days in which to comply with requirements of this section. If Design-Builder or Subcontractor fails to do so within the ten day period, Design-Builder or Subcontractor will forfeit a penalty of $100.00 per day, or portion thereof, 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 payments then due to Design-Builder.

9.5 Labor Compliance. Pursuant to Labor Code § 1771.4, Construction Services for the Project are subject to compliance monitoring and enforcement by the DIR.

9.6 Skilled and Trained Workforce. Design-Builder and its Subcontractors of every tier must use a Skilled and Trained Workforce to perform all Work on the Project that falls within an apprenticeable occupation in the building and construction trades. Design-Builder will submit a report each month to the City demonstrating compliance with this requirement during the previous calendar month. The monthly report on compliance with Skilled and Trained Workforce requirements during the previous calendar month must be submitted with Design-Builder's monthly application for progress payments.

Article 10 - Safety Provisions

10.1 Safety Precautions and Programs. Design-Builder and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Design-Builder and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.

(A) ***Reporting Requirements.*** Design-Builder must immediately notify the City of any death, serious injury or illness resulting from Work on the Project. Design-Builder must

immediately provide a written report to City of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Design-Builder or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Design-Builder is required to file an accident report with a government agency, Design-Builder will provide a copy of the report to City.

(B) ***Legal Compliance.*** Design-Builder's safety program must comply with the applicable legal and regulatory requirements. Design-Builder must provide City with copies of all notices required by Laws.

(C) ***Design-Builder's Obligations.*** Any damage or loss caused by Design-Builder arising from the Work which is not insured under property insurance must be promptly remedied by Design-Builder.

(D) ***Remedies.*** If City determines, in its sole discretion, that any part of the Work or Project site is unsafe, City may, without assuming responsibility for Design-Builder's safety program, require Design-Builder or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Design-Builder fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Design-Builder 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 Design-Builder's compliance with City's request for corrective measures pursuant to this provision.

10.2 Hazardous Materials. Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Design-Builder encounters materials on the Project site that Design-Builder reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Design-Builder 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. Design-Builder is solely responsible for complying with § 5194 of Title 8 of the California Code of Regulations, including by providing information to Design-Builder'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. Design-Builder must also maintain Safety Data Sheets ("SDS") at the Project site, as required by Laws, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Design-Builder's employees, Subcontractors, and City.

(A) ***Design-Builder Obligations.*** Design-Builder is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Project site and/or used in the performance of the Work. Design-Builder must notify the Engineer if a specified product or material cannot be used safely.

(B) ***Labeling.*** Design-Builder must ensure proper labeling on any material brought onto the Project site 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. Design-Builder is solely 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, Design-Builder must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.

10.5 Emergencies. In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Design-Builder must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the City if, under the circumstances, there is inadequate time to seek prior authorization from the City.

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

(A) ***Final Inspection and Punch List.*** When the Work required by this Contract is fully performed, Design-Builder must provide written notification to City requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Design-Builder's primary representative for this Project and its superintendent for the Construction Services. Based on that inspection, City will prepare a punch list of any items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Design-Builder and will specify the time by which all of the punch list items must be completed or corrected. The punch list may include City's estimated cost to complete each punch list item if Design-Builder fails to do so within the specified time. The omission of any non-compliant item from a punch list will not relieve Design-Builder from fulfilling all requirements of the Contract Documents. Design-Builder's failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the City or by a third party retained by the City due to Design-Builder's failure to timely complete any such outstanding item.

(B) ***Requirements for Final Completion.*** Final Completion will be achieved upon completion or correction of all punch list items, as verified by City's further inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents, and submission of all final submittals, including instructions and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11, all to City's satisfaction.

(C) ***Acceptance.*** The Project will be considered accepted upon City Council action during a public meeting to accept the Project, unless the Engineer is authorized to accept the Project, in which case the Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, the City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

(D) ***Final Payment and Release of Retention.*** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Design-Builder fails to complete all of the punch list items within the specified time, City may withhold up to 150% of City's estimated cost to complete each of the remaining items from Final Payment and may use the withheld retention to pay for the costs to self-perform

the outstanding items or to retain a third party to complete any such outstanding punch list item.

11.2 Warranty.

(A) ***General.*** Design-Builder 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. Design-Builder further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Design-Builder warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At City's request, Design-Builder must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Design-Builder's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) ***Warranty Period.*** Design-Builder's warranty must guarantee its Work for a period of one year from the date of Project acceptance (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Design-Builder 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 Final Completion, Design-Builder 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. Design-Builder will require all such warranties to be executed in writing for the benefit of City and, if directed by City, will enforce all warranties for the benefit of City.

(D) ***Subcontractors.*** The warranty obligations in the Contract Documents apply to Work performed by Design-Builder and its Subcontractors, and Design-Builder expressly agrees to be co-guarantor of such Work.

(E) ***Design-Builder's Obligations.*** Upon written notice from City to Design-Builder of any defect in the Work discovered during the Warranty Period, Design-Builder or its responsible Subcontractor must promptly correct the defective Work at its own cost. Design-Builder'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 Design-Builder was notified prior to expiration of the Warranty Period. Work performed during the Warranty Period ("Warranty Work") will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to City's satisfaction.

(F) ***City's Remedies.*** If Design-Builder and/or its responsible Subcontractor 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 Design-Builder's sole expense. Design-Builder 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, City may immediately correct the defects to conform with the Contract Documents at Design-Builder's sole expense. Design-Builder or its surety must reimburse City for its costs in accordance with subsection (H), below.

(H) ***Reimbursement.*** Design-Builder shall reimburse City for its costs to repair under subsections (F) or (G), above, within 30 days following City's submission of a demand for payment pursuant to this provision. If City is required to initiate legal action to compel Design-Builder's compliance with this provision, and City is the prevailing party in such action, Design-Builder and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Design-Builder's warranty obligations herein, in addition to any and all costs City incurs to correct the defective Work.

11.3 Use Prior to Final Completion. City reserves the right to occupy or make use of the Project, or any portions of the Project, prior 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, prior to Final Completion.

(A) ***Non-Waiver.*** Occupation or use of the Project, in whole or in part, prior to 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 Design-Builder'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 Design-Builder'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 Design-Builder or any Subcontractor performs Work on the Project prior to City acceptance of the Project, 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 Design-Builder, submitted in writing by registered or certified mail with return receipt requested, for a change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, when the demand 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. A Claim may also include that portion of a unilateral Change Order that is disputed by Design-Builder.

(B) ***Limitations.*** A Claim may only include the portion of a previously rejected demand that remains in dispute between Design-Builder and City. With the exception of any dispute regarding the amount of money actually paid to Design-Builder as Final Payment, Design-Builder 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 §§ 9204 and 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, Design-Builder must perform the Work and may not delay or cease Work pending resolution of a 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.

(E) ***Informal Resolution.*** Design-Builder will make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Design-Builder and City.

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 known or estimated 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 component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

(B) ***Claim Format and Content.*** A Claim must be submitted in the following format:

(1) Provide a cover letter, specifically identifying the submission as a "Claim" submitted under this Article 12 and specifying the requested remedy (e.g., amount of proposed change to Contract Price and/or change to Contract Time).

(2) Provide a summary of each Claim, including underlying facts and the basis for entitlement, and identify each specific demand at issue, including the specific Change Order request (by number and submittal date), and the date of City's rejection of that demand, in whole or in part.

(3) Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim, and include the following for <u>each</u> separate issue or Claim:

(a) A succinct statement of the matter in dispute, including Design-Builder's position and the basis for that position;

(b) Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);

(c) A chronology of relevant events; and

(d) Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.

(4) Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in the Contract Price or Contract Time is not yet known, Design-Builder must provide a good faith estimate, including the basis for that estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.

(5) Include the following certification, executed by Design-Builder's authorized representative:

"The undersigned Design-Builder certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Design-Builder warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived."

(C) ***Submission Deadlines.***

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 15 days following the date that City notified Design-Builder 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. A Claim disputing the terms of a unilateral Change Order must be submitted within 15 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Design-Builder cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Design-Builder cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Design-Builder.

(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, Final Payment.

(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 Design-Builder.***

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 Design-Builder or as otherwise allowed under Public Contract Code § 9204. However, if City determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, 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.

(A) ***Additional Information.*** If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Design-Builder. If Design-

Builder's Claim is based on estimated amounts, Design-Builder has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.

(B) ***Non-Waiver.*** Any failure by City to respond within the times specified above will 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 Design-Builder 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, Design-Builder may notify the City of the dispute in writing 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 Design-Builder fails to notify City of the dispute and demand an informal conference to meet and confer in writing within the specified time, Design-Builder'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 Design-Builder may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

12.5 Mediation and Government Code Claims.

(A) ***Mediation.*** Within ten working days after City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Design-Builder will mutually agree to a mediator, as provided under Public Contract Code § 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. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and mediation fees equally, but each party is otherwise solely and separately responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.

(B) ***Government Code Claims***.

(1) Timely presentation of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract. Compliance with the Claim submission requirements in this Article 12 is a condition precedent to filing a Government Code Claim.

(2) The time for filing a Government Code Claim will be tolled from the time Design-Builder 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 fully 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 Code of Civil Procedure § 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 Burden of Proof and Limitations. Design-Builder bears the burden of proving entitlement to and the amount of any claimed damages. Design-Builder is not entitled to damages calculated on a total cost basis, but must prove actual damages. Design-Builder is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other 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. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The City will not be directly liable to any Subcontractor or supplier.

12.9 Legal Proceedings. In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the City's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the City reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.

12.10 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, including disputes regarding suspension or early termination of the 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 Design-Builder fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, City may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to City's satisfaction.

(A) ***Notice of Suspension.*** Upon receipt of City's written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Design-

Builder and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Design-Builder is solely responsible for any damages or loss resulting from its failure to adequately secure and protect the Project.

(B) ***Resumption of Work.*** Upon receipt of the City's written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Design-Builder and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within ten days from the date of the notice to resume, Design-Builder must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Design-Builder will complete the Work within the Contract Time.

(C) ***Failure to Comply.*** Design-Builder will not be entitled to an increase in the Contract Time or Contract Price for a suspension occasioned by Design-Builder's failure to comply with the Contract Documents.

(D) ***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 Design-Builder'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. Upon notice by City pursuant to this provision, Design-Builder 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, and subject to the provisions of Section 13.1(A) and (B), above. If Design-Builder submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Design-Builder's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Design-Builder disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

13.3 Termination for Default. City may declare that Design-Builder is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

(A) ***Default***. Events giving rise to a declaration of default include Design-Builder's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Design-Builder's refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage; Design-Builder's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Design-Builder's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; a suspension, revocation, or expiration and nonrenewal of Design-Builder's license or DIR registration; dissolution, liquidation, reorganization, or other major change in Design-Builder's organization, ownership, structure, or existence as a business entity; unauthorized assignment of Design-Builder's rights or duties under the Contract; or any material breach of the Contract requirements.

(B) ***Notice of Default and Opportunity to Cure.*** Upon City's declaration that Design-Builder is in default due to a material breach of the Contract Documents, if City determines that the default is curable, City will afford Design-Builder the opportunity to cure the default within ten days of City's notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable.

(C) ***Termination.*** If Design-Builder fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, City may issue written notice to Design-Builder and its performance bond surety of City's termination of the Contract for default.

(D) ***Waiver.*** Time being of the essence in the performance of the Work, if Design-Builder'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 pursuant to paragraph (C), 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. Design-Builder and its surety will be jointly and severally liable for any additional cost incurred by City to complete the Work following termination, where "additional cost" means all cost in excess of the cost City would have incurred if Design-Builder had timely completed Work without the default and termination. In addition, City will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Project and located at the Project site or any Worksite on City property for the purposes of completing the remaining Work.

(E) ***Compensation.*** Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to City of all equipment and materials for the Project for which Design-Builder has already been compensated, Design-Builder will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to City's rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.4, and excluding any costs Design-Builder incurs as a result of the termination, including any cancellation or restocking charges or fees due to third parties. If Design-Builder disputes the amount of compensation determined by City, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of the total compensation to be paid by City.

(F) ***Wrongful Termination.*** If Design-Builder disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. 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 Design-Builder's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Design-Builder waives any claim for any other damages for wrongful termination including special or consequential damages, lost opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

13.4 Termination for Convenience. City reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Design-Builder.

(A) ***Compensation to Design-Builder.*** In the event of City's termination for convenience, Design-Builder waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation

to Design-Builder, and Design-Builder will not be entitled to any additional claim or compensation:

(1) *Completed Work.* The value of its Work satisfactorily performed as of the date notice of termination is received, based on Design-Builder's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

(2) *Demobilization.* Demobilization costs specified in the schedule of values, or if demobilization costs were not provided in a schedule of values pursuant to Section 8.2, then based on actual, reasonable, and fully documented demobilization costs; and

(3) *Termination Markup.* Five percent of the total value of the Work performed as of the date of notice of termination, including reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, and demobilization costs, which is deemed to cover all overhead and profit to date.

(B) ***Disputes.*** If Design-Builder disputes the amount of compensation determined by City pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of total compensation to be paid by City.

13.5 Actions Upon Termination for Default or Convenience. The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

(A) ***General.*** Upon termination, City may immediately enter upon and take possession of the Project and the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Design-Builder will transfer title to and deliver all completed Work and all Work in progress to City.

(B) ***Submittals.*** Unless otherwise specified in the notice of termination, Design-Builder must immediately submit to City all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors, manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

(C) ***Close Out Requirements.*** Except as otherwise specified in the notice of termination, Design-Builder must comply with all of the following:

(1) Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with City's instructions for cessation of labor and securing the Project and any other Worksite(s).

(2) Comply with City's instructions to protect the completed Work and materials, using best efforts to minimize further costs.

(3) Design-Builder 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.

(4) As directed in the notice, Design-Builder must assign to City or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior

rights, if any, of the surety for Design-Builder's performance bond, and settle all outstanding liabilities and claims, subject to City's approval.

(5) As directed in the notice, Design-Builder must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to City.

(D) ***Payment Upon Termination.*** Upon completion of all termination obligations, as specified herein and in the notice of termination, Design-Builder will submit its request for Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance with the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Design-Builder; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.4, Adjustment of Payment Application.

(E) ***Continuing Obligations***. Regardless of any Contract termination, Design-Builder'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, record maintenance, or other such rights and obligations arising prior to the termination date.

Article 14 - Miscellaneous Provisions

14.1 Assignment of Unfair Business Practice Claims. Under Public Contract Code § 7103.5, Design-Builder 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. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 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 any subcontract. This assignment will be effective at the time City tenders Final Payment to Design-Builder, 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 deemed 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 the Proposal was submitted.

14.6 Survival. The provisions that survive termination or expiration of this Contract include Contract Section 10, Notice, and subsections 11.1, 11.2, 11.3, 11.4, 11.5, and 11.6, of Section 11, General Provisions; and the following provisions in these General Conditions: Section 2.4(K), Design-Builder's Records, Section 2.5(C), Termination, Section 2.3(D), Ownership of Documents, Section 4.2, Indemnity and Liability, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

1. Federally Funded Projects. This Project is funded in whole or in part by federal funds and subject to the following federal requirements under the terms of the funding agreement(s) between City and the federal agency or agencies providing federal funds, which are fully incorporated by this reference and made part of the Contract Documents. Copies of any funding agreement between City and a funding agency will be made available upon request.

1.1 Equal Opportunity. During the performance of this Contract, the Design-Builder agrees as follows:

(A) The Design-Builder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Design-Builder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Design-Builder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(B) Design-Builder will, in all solicitations or advertisements for employees placed by or on behalf of the Design-Builder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(C) Design-Builder will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Design-Builder's legal duty to furnish information.

(D) Design-Builder will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the Design-Builder's commitments under this Section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) Design-Builder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.

(F) Design-Builder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and

accounts by the administering agency and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(G) In the event of the Design-Builder's noncompliance with the nondiscrimination clauses of this contract or with any of the rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Design-Builder may be declared ineligible for further federal government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.

(H) Design-Builder will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Design-Builder will take such action with respect to any subcontract or purchase order as the City or funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event Design-Builder becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the City or funding agency, Design-Builder may request the United States to enter into such litigation to protect the interests of the United States.

1.2 Davis-Bacon Act. Design-Builder will pay wages to laborers and mechanics, not less than once a week, and at a rate not less than the current federal prevailing wages specified in the Davis-Bacon Act Wage Determination attached hereto and incorporated herein. By entering into this Contract, Design-Builder accepts the attached Wage Determination. The current Davis-Bacon Act Wage Determination(s) are included as Exhibit A to these Special Conditions and incorporated by reference as if fully set forth herein.

1.3 Copeland "Anti-Kickback" Act. Design-Builder will comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Contract. Design-Builder and Subcontractors must insert this requirement into subcontracts of any tier. Design-Builder is responsible for compliance with these requirements by each Subcontractor of any tier.

1.4 Contract Work Hours and Safety Standards Act. In addition to the California state law requirements in Article 9 of the General Conditions, Design-Builder and each Subcontractor must comply with the requirements of the federal Contract Work Hours and Safety Standards Act, as set forth in 40 U.S.C. 3701-3708, as supplemented by the regulations set forth in 29 CFR Part 5, as may be amended from time to time, which are fully incorporated herein, including:

(A) No Design-Builder or Subcontractor will require or permit any laborer or mechanic performing Work for the Project to work in excess of 40 hours in a work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours during that work week.

(B) If Design-Builder or a Subcontractor violates this requirement, Design-Builder and any responsible Subcontractor will be liable for the unpaid wages. In addition, Design-Builder and Subcontractor will be liable to the United States for liquidated damages. The liquidated damages will be computed with respect to each individual worker as specified under federal law.

(C) Design-Builder and Subcontractors must insert this requirement into subcontracts of any tier. Design-Builder is responsible for compliance with these requirements by each Subcontractor of any tier.

1.5 Rights to Inventions. If the federal funding for this Contract meets the definition of "funding agreement" under 37 CFR § 401.2(a) and constitutes an agreement between the City and a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency, will apply to this Contract and are fully incorporated into the Contract Documents by this reference.

1.6 Clean Air Act. If the Contract is for an amount in excess of $150,000, Design-Builder and each Subcontractor must comply with the requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401-7671q), which are fully incorporated into the Contract Documents by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency. Design-Builder and Subcontractors must insert this requirement into subcontracts of any tier in excess of $150,000.

1.7 Federal Water Pollution Control Act. If the Contract is for an amount in excess of $150,000, the requirements of the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387) apply to this Contract and are fully incorporated into the Contract Documents by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency requirements for reporting violations. Design-Builder and Subcontractors must insert this requirement into subcontracts of any tier in excess of $150,000.

1.8 Suspension and Debarment. Design-Builder is required to verify that neither it, nor its principals, as defined at 2 CFR § 180.995, or its affiliates, as defined at 2 CFR § 180.905, are excluded or disqualified, as defined at 2 CFR §§ 180.935 and 180.940. Design-Builder must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a provision requiring compliance with these regulations in any subcontract of any tier. If it is later determined that the Design-Builder did not comply with the applicable subparts, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. By submitting its Proposal and entering into this Contract, Design-Builder agrees to comply with these requirements.

1.9 Byrd Anti-Lobbying Amendment. If the Contract is for an amount in excess of $100,000, Design-Builder must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and file the certification provided at 44 CFR Part 18, Appendix A, and any disclosures, with the applicable federal agency. Each tier certifies to the tier above that it will not and has not used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the recipient.

1.10 Procurement of Recovered Materials. The requirements of § 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962, apply to this Contract and are fully incorporated into the Contract Documents by this reference. For individual purchases of $10,000 or more, Design-Builder will make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be

acquired (A) competitively within the Contract schedule, (B) in conformance with Contract performance requirements, or (C) at a reasonable price. Information on this requirement, including a list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines website: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

1.11 Prohibition on Covered Telecommunications. Federal loan or grant funds must not be obligated or expended to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as further specified in 2 CFR § 200.216, which is fully incorporated into the Contract Documents by this reference. Covered telecommunications equipment or services includes equipment produced by, services provided by, or services using equipment produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

1.12 Domestic Preferences for Procurements. As appropriate and to the extent consistent with Laws, the City should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as further specified in 2 CFR § 200.322, which is fully incorporated into the Contract Documents by this reference, including, but not limited to, iron, aluminum, steel, cement, and other manufactured products, as specified therein. The requirements of 2 CFR § 200.322 must be included in all subcontracts and purchase orders for work or products under the federal award.

1.13 **Compliance with Federal Labor Standard Provisions**. Design-Builder agrees to comply with the Federal Labor Standards Provisions set forth in HUD-4010, included with these Special Conditions as Exhibit B and incorporated by reference as if fully set forth herein.

2. Authorized Work Days and Hours.

2.1 Authorized Work Days. Except as expressly authorized in writing by City, Design-Builder is limited to performing Work on the Project on the following days of the week, excluding holidays observed by City: Monday through Friday.

2.2 Authorized Work Hours. Except as expressly authorized in writing by City, Design-Builder is limited to performing Work on the Project during the following hours: 7am to 7pm.

3. Pre-Construction Conference. City will designate a date and time for a pre-construction conference with Design-Builder following City's approval of the Construction Documents. Project administration procedures and coordination between City and Design-Builder will be discussed, and Design-Builder must present City with the following information or documents at the meeting for City's review and acceptance before the Work commences:

3.1 Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;

3.2 List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;

3.3 Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;

3.4 If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;

3.5 Draft baseline schedule for the Work as required under Section 5.2 of the General Conditions, to be finalized within ten days after City's approval of the final Construction Documents;

3.6 Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Design-Builder;

3.7 Schedule with list of Project submittals that require City review, and list of the proposed material suppliers;

3.8 Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;

3.9 Videotape and photographs recording the conditions throughout the pre-construction Project site, showing the existing improvements and 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;

3.10 If requested by City, Design-Builder's cash flow projections; and

3.11 Any other documents specified in the Special Conditions or by City.

4. Normal Weather Delay Days. This provision is intended to supplement the requirements of General Conditions Section 5.2 on Schedule Requirements and Section 5.3 on Delays and Extensions of Contract Time. Based on historic records for the Project location, Design-Builder's schedule should assume the following number of normal Weather Delay Days for each month:

Month	**# Normal Weather Delay Days**
January	10
February	10
March	13
April	8
May	6
June	2
July	__
August	__
September	5
October	5
November	10
December	12

Weather Delay Days which do not occur during a given month based on the number of days allocated for that month (above) do not carry over to another month.

5. Construction Manager Role and Authority. <To Be Determined> is the Construction Manager for this Project. The Construction Manager will assist City in the management of the construction of the Project. The Construction Manager may perform services in the areas of supervision and coordination of the Work of Design-Builder and/or other contractors, scheduling the Work, monitoring the progress of the Work, providing City with evaluations and recommendations concerning the quality of the Work, recommending the approval of progress payments to Design-Builder, or other services for the Project in accordance with the Construction Manager's contract with City.

5.1 Communications. Design-Builder must submit all notices and communications relating to the Work directly to the Construction Manager in writing, as follows:

<To Be Determined>

With a copy to the Engineer:

City of Santa Rosa
Attn: Lisa Welsh
69 Stony Circle
Santa Rosa, CA 95401
lwelsh@srcity.org

5.2 On-Site Management and Communication Procedures. The Construction Manager will provide and maintain a management team on the Project site to provide contract administration as an agent of City, and will establish and implement coordination and communication procedures among City, Design-Builder and others.

5.3 Contract Administration Procedures. The Construction Manager will establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract Documents, Shop Drawings, samples, other submittals, schedule adjustments, Change Order proposals, written proposals for substitutions, payment applications, and maintenance of logs.

5.4 Pre-Construction Conference. Design-Builder will attend the pre-construction conference, during which the Construction Manager will review the Contract administration procedures and Project requirements.

5.5 Design-Builder's Construction Schedule. The Construction Manager will review Design-Builder's construction schedules and will verify that each schedule is prepared in accordance with the requirements of the Contract Documents.

6. Close Out Requirements. Design-Builder's close out requirements include the following, if applicable:

6.1 Design-Builder 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.

6.2 Design-Builder 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 California law.

6.3 Before removing any traffic control or street signs on the Project site, Design-Builder must take photographs showing their original locations. Upon completion of each phase of construction, Design-Builder must temporarily reset the signs at those locations. Design-

Builder must then replace the signs permanently upon completion of the Work and the cost of their removal and replacement must be included in the Proposal.

6.4 Design-Builder must maintain any rural mailboxes 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.

EXHIBITS TO SPECIAL CONDITIONS

EXHIBIT A: CURRENT DAVIS-BACON ACT WAGE DETERMINATIONS

EXHIBIT B: HUD-4010 – FEDERAL LABOR STANDARD PROVISIONS

EXHIBIT A
to SPECIAL CONDITIONS

CURRENT DAVIS-BACON ACT WAGE DETERMINATIONS

"General Decision Number: CA20230007 03/10/2023

Superseded General Decision Number: CA20220007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/03/2023
4	03/03/2023
5	03/10/2023

ASBE0016-001 08/01/2022

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 81.16	23.57
Area 2	$ 62.51	23.57

ASBE0016-007 01/01/2021

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
AREA 1	$ 30.45	10.60

AREA 2.....$ 36.53 9.27

BOIL0549-002 01/01/2021

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties	$ 49.62	41.27
(2) Remaining Counties	$ 45.60	38.99

BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER	$ 39.20	18.31

BRCA0003-004 05/01/2022

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1	$ 49.32	22.65
AREA 2	$ 53.69	26.03

SPECIALTY PAY:
(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER	$ 41.93	18.98
TERRAZZO WORKER/SETTER	$ 56.84	27.53

BRCA0003-010 04/01/2022

	Rates	Fringes
TILE FINISHER		
Area 1	$ 31.12	16.11
Area 2	$ 30.90	17.87
Area 3	$ 33.86	17.74
Area 4	$ 31.89	17.18
Tile Layer		

Area 1	$ 51.02	19.35
Area 2	$ 50.66	20.77
Area 3	$ 55.41	20.87
Area 4	$ 52.28	20.79

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2022

	Rates	Fringes
MARBLE MASON	$ 56.98	28.54

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot
221 ft.-deeper $5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes

Modular Furniture Installer
Area 1
Installer.....$ 28.76 22.53
Lead Installer.....$ 32.21 23.03
Master Installer.....$ 36.43 23.03
Area 2
Installer.....$ 26.11 22.53
Lead Installer.....$ 29.08 23.03
Master Installer.....$ 32.71 23.03
Area 3
Installer.....$ 25.16 22.53
Lead Installer.....$ 27.96 23.03
Master Installer.....$ 31.38 23.03

CARP0046-001 07/01/2021

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2021

Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

CARP0152-003 07/01/2020

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0180-001 07/01/2021

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0751-001 07/01/2021

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &		

Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

ELEC0180-001 06/01/2021

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 59.69	3%+24.38
ELECTRICIAN	$ 53.06	3%+24.38

ELEC0180-003 12/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 46.64	25.30
Technician	$ 53.64	25.51

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications Installer	$ 29.35	3%+15.35
Sound & Communications Technician	$ 33.75	3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance,

of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 08/01/2022

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area	$ 45.06	34.09
Sierra Army Depot, Herlong	$ 48.83	18.54
Tunnel work	$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 01/01/2022

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN	$ 42.50	20.95

ZONE RATE:

70-90 miles - $8.00 per hour
91+ miles - $10.00 per hour

ELEC0551-004 06/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 55.60	28.06

ELEC0551-005 12/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 46.64	25.30
Technician	$ 53.64	25.65

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which

include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2023

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 43.97	19.26

ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer	$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man	$ 60.54	4.5%+22.15
(3) Tree Trimmer	$ 37.84	4.5%+14.30
(4) Line Equipment Man	$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen	$ 40.37	4.5%+14.30
(6) Groundman	$ 33.37	4.5%+14.30

ELEC1245-004 06/01/2022

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 50.00	21.30
(3) Groundman	$ 38.23	20.89
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

---

ELEV0008-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC	$ 77.61	37.335+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 08/01/2022

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 55.15	35.46
(2) Dredge Dozer; Heavy duty repairman	$ 50.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 49.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 45.77	35.46
AREA 2:		
(1) Leverman	$ 57.15	35.46
(2) Dredge Dozer; Heavy duty repairman	$ 52.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 51.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 47.77	35.46

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
  Area 1: Western part along the Southern portion of border
  with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
  Area 1: All but the Northern portion along the border of
  Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-038 06/29/2020

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(AREA 1:)		

GROUP 1.....$ 51.42 31.15
GROUP 2.....$ 49.89 31.15
GROUP 3.....$ 48.41 31.15
GROUP 4.....$ 47.03 31.15
GROUP 5.....$ 45.76 31.15
GROUP 6.....$ 44.44 31.15
GROUP 7.....$ 43.30 31.15
GROUP 8.....$ 42.16 31.15
GROUP 8-A.....$ 39.95 31.15

OPERATOR: Power Equipment
(Cranes and Attachments -
AREA 1:)

GROUP 1
Cranes.....$ 52.30 31.15
Oiler.....$ 43.79 31.15
Truck crane oiler.....$ 46.08 31.15
GROUP 2
Cranes.....$ 50.54 31.15
Oiler.....$ 42.83 31.15
Truck crane oiler.....$ 45.07 31.15
GROUP 3
Cranes.....$ 48.80 31.15
Hydraulic.....$ 44.44 31.15
Oiler.....$ 42.55 31.15
Truck crane oiler.....$ 44.83 31.15
GROUP 4
Cranes.....$ 45.76 31.15

OPERATOR: Power Equipment
(Piledriving - AREA 1:)

GROUP 1
Lifting devices.....$ 52.64 31.15
Oiler.....$ 43.38 31.15
Truck Crane Oiler.....$ 45.66 31.15
GROUP 2
Lifting devices.....$ 50.82 31.15
Oiler.....$ 43.11 31.15
Truck Crane Oiler.....$ 45.41 31.15
GROUP 3
Lifting devices.....$ 49.14 31.15
Oiler.....$ 42.89 31.15
Truck Crane Oiler.....$ 45.12 31.15
GROUP 4
Lifting devices.....$ 47.37 31.15
GROUP 5
Lifting devices.....$ 44.73 31.15
GROUP 6
Lifting devices.....$ 42.50 31.15

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)

GROUP 1
Cranes.....$ 53.27 31.15
Oiler.....$ 43.72 31.15
Truck Crane Oiler.....$ 45.95 31.15
GROUP 2
Cranes.....$ 51.50 31.15
Oiler.....$ 43.45 31.15
Truck Crane Oiler.....$ 45.73 31.15
GROUP 3
Cranes.....$ 50.02 31.15
Hydraulic.....$ 45.07 31.15
Oiler.....$ 43.23 31.15

Truck Crane Oiler	$ 45.46	31.15
GROUP 4		
Cranes	$ 48.00	31.15
GROUP 5		
Cranes	$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1	$ 47.52	31.15
GROUP 1-A	$ 49.99	31.15
GROUP 2	$ 46.26	31.15
GROUP 3	$ 44.93	31.15
GROUP 4	$ 43.79	31.15
GROUP 5	$ 42.65	31.15
UNDERGROUND:		
GROUP 1	$ 47.42	31.15
GROUP 1-A	$ 49.89	31.15
GROUP 2	$ 46.16	31.15
GROUP 3	$ 44.83	31.15
GROUP 4	$ 43.69	31.15
GROUP 5	$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer

(mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip

Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

---

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

---

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:
Area 1: Extreme Southwest corner
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

MENDOCINO COUNTY:
Area 1: Central and Southeastern Parts
Area 2: Remainder

IRON0118-012 01/01/2023

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER	$ 41.00	33.70

IRON0118-013 01/01/2023

AMADOR, BUTTE, COLUSA,EL DORADO, GLENN,MARIN, NAPA, NEVADA, PLACER,PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER	$ 46.20	34.30

LABO0067-001 06/27/2022

AREA ""A"" - MARIN COUNTY

AREA ""B"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes

Asbestos Removal Laborer.....$ 27.05 13.50
LABORER (Lead Removal)
Marin County.....$ 35.37 26.95
Remaining Counties.....$ 34.37 26.95

LABO0067-005 06/27/2017

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA, PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YOUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 29.54	22.17
Area B	$ 28.54	22.17
Traffic Control Person I		
Area A	$ 29.84	22.17
Area B	$ 28.84	22.17
Traffic Control Person II		
Area A	$ 27.34	22.17
Area B	$ 26.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0185-002 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.29	25.21

LABO0185-005 07/01/2021

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes

Tunnel and Shaft Laborers:

GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 30.01	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)

(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and

rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0185-008 07/01/2021

	Rates	Fringes
Plasterer tender	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-002 06/28/2021

MARIN COUNTY

	Rates	Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 07/01/2021

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 07/01/2018

MARIN AND NAPA COUNTIES

	Rates	Fringes

LABORER
Mason Tender-Brick.....$ 32.45 22.20

LABO0261-010 06/25/2018

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2

yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts

thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-015 07/01/2021

	Rates	Fringes
Plasterer tender	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-004 06/28/2021

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 33.48	26.21
Traffic Control Person I	$ 33.78	26.21
Traffic Control Person II	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-008 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 07/01/2022

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.84	25.91

LABO0324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 29.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and

washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0324-019 07/01/2021

	Rates	Fringes
Plasterer tender	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

---

* PAIN0016-004 01/01/2023

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:	$ 47.42	27.28

PREMIUMS:
EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-005 07/01/2022

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 53.03	28.84

---

* PAIN0016-007 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:	$ 38.23	22.05

SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

---

* PAIN0016-008 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 55.25	32.63

PAIN0169-004 01/01/2023

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER	$ 55.77	32.45

---

* PAIN0567-001 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller	$ 33.15	14.29
Spray Painter & Paperhanger	$ 34.81	14.29

PREMIUMS:
Special Coatings (Brush), and Sandblasting = $0.50/hr
Special Coatings (Spray), and Steeplejack = $1.00/hr
Special Coating Spray Steel = $1.25/hr
Swing Stage = $2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER	$ 34.27	16.47

PAIN0567-010 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper	$ 38.92	14.99
(2) Steeplejack - Taper, over 40 ft with open space below	$ 40.42	14.99

PAIN0767-004 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER	$ 43.15	33.72

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

---

* PAIN1237-001 01/01/2023

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 46.24	25.96

PLAS0300-003 07/01/2018

	Rates	Fringes

PLASTERER
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....$ 32.70 31.68
AREA 355: Marin.....$ 36.73 31.68
AREA 355: Napa & Sonoma Counties.....$ 32.70 31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...$	32.15	23.27

PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....$	69.70	46.38
(2) All other work - NEW CONSTRUCTION RATE.....$	82.00	48.18

PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....$	69.70	33.15

PLUM0228-001 01/01/2023

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes

PLUMBER.....$ 44.75 37.89

PLUM0343-001 07/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial	$ 30.85	20.40
All Other Work	$ 58.00	40.48

DEFINITION OF LIGHT COMMERICIAL:
Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand ($250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand ($250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand ($250,000) for the plumbing bid; and Two Hundred Fifty Thousand ($250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: $.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: $.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: $.75 per hour additional.

PLUM0350-001 08/01/2021

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 47.54	17.11

PLUM0355-001 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 32.22	17.55

PLUM0442-003 01/01/2023

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes

PLUMBER.....$ 50.75 35.14

PLUM0447-001 07/01/2022

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman	$ 58.37	28.00
Light Commercial Work	$ 36.23	17.72

ROOF0081-006 08/01/2022

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer	$ 50.27	20.66

ROOF0081-007 08/01/2022

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer	$ 43.13	19.71

SFCA0483-003 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 72.59	36.95

SFCA0669-003 01/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER	$ 44.36	27.39

SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		

Mechanical Contracts		
$200,000 or less	$ 55.92	45.29
All other work	$ 64.06	46.83

SHEE0104-009 07/01/2021

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 47.85	41.90

SHEE0104-010 07/01/2020

AlPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER	$ 43.50	37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only)	$ 44.45	35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs $200,000 & under	$ 35.16	35.88
Mechanical Jobs over $200,000	$ 46.60	40.21

TEAM0094-001 07/01/2022

	Rates	Fringes

Truck drivers:

GROUP 1	$ 36.95	31.14
GROUP 2	$ 37.25	31.14
GROUP 3	$ 37.55	31.14
GROUP 4	$ 37.90	31.14
GROUP 5	$ 38.25	31.14

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's

and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on

a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISIO"

EXHIBIT B
to SPECIAL CONDITIONS

HUD-4010 – FEDERAL LABOR STANDARD PROVISIONS

HUD-4010
Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at **https://www.dol.gov/agencies/whd/forms** or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

END OF SPECIAL CONDITIONS

ADDITIONAL ATTACHMENTS

BRIDGING DOCUMENTS

ATTACHMENT A – PERFORMANCE CRITERIA

ATTACHMENT B - PRELIMINARY ENGINEERING AND ARCHITECTURAL DESIGN

ATTACHMENT C - MITIGATION MONITORING AND REPORTING PROGRAM

ADDED VALUE COMMITMENTS

ATTACHMENT D - ADDED VALUE COMMITMENTS

FOR REFERENCE ONLY DOCUMENTS

ATTACHMENT E – CDBG-DR AND CDBG-MIT TERMS AND CONDITIONS

ATTACHMENT A
Bridging Document

PERFORMANCE CRITERIA

Developed for: Project contract No. C02184
Fire Station 5 Resiliency and Relocation Project
1400 Fountaingrove Parkway, Santa Rosa, CA Date: 8/12/2022

City of Santa Rosa

Bridging Document

Attachment A

PERFORMANCE CRITERIA

Developed for:
Project contract no. C02184
Fire Station No. 5 Resiliency and Relocation
1400 Fountaingrove Parkway, Santa Rosa, CA
Date: 8/12/2022

Contents

Preface: 3
Design and Construction Scope of Work: 3
Earth work, clearing and grubbing, and demolition: 3
Utilities and Infrastructure: 3
Fire station building: 5
Sitework - On-site Circulation, Parking and Operations Yard: 12
City Right of Way and Intersection Improvements: 16
Landscape and Open Space: 17
Not included in contract: 17
Design and Construction Standards and Requirements 18
Applicable Codes and Standards 18
CEQA/NEPA Mitigation Measures 18
Accessibility: 19
Grant and Misc. Requirements 19
Design Services Terms 20
Order of Work 20
Right of Way (ROW) 20
Surveying and Construction Staking 21
Warranty 21
Reference documents 21
Project Communication and Delivery Documents 21
Meetings and communications: 21
Submittals – Design Phase: 22
Submittals – Construction Phase: 24
Project Closeout: 25

Performance Criteria

Preface:

See Request for Qualifications (RFQ), Request for Proposals (RFP) or Design-Build (DB) Agreement for abbreviations and definitions for items noted in this document.

This document is part of the Bridging Documents. Please review this document is parallel to the other attachments Attachment B Preliminary Engineering and Architectural Design or "2184_FS5_Prelim_Design_Plans" and Attachment C- Mitigation on Monitoring Reporting Program or "2184 FS5_MMRP_12-1-21Final". This attachment lists specifics, preferences, deviations, and overall design considerations for the Proposer to consider supportive of that provided in the DB Agreement.

Design and Construction Scope of Work:

Earth work, clearing and grubbing, and demolition:

- See Reference Documents - Geotechnical Report (2184_2022-6-24 Geotechnical Evaluation) for expected soil and excavation considerations
- Reuse/recycling of off hauled of materials (rocks) excavated for construction purposes is desirable and can be proposed.
- Grading to modify the existing topography is required to facilitate the movement of fire vehicles, and to provide a level foundation for the station. The site has a service road easement at its southwest corner, which would need to be maintained under the proposed project. The project proposes total grading to be approximately 9,000 cubic yards (CY), with cut of approximately 8,500 CY and fill of 500 CY for the entire site. Disposal must be within the mileage designated in the CEQA IS/MND document. Design Builder is responsible for the soil disposal once removed from the property. Disposal plan shall be submitted for review of City and provided for the project records.
- Removal of vegetation and tree stumps.
- There shall not be disturbance of the perennial drainage tributary per the CEQA documentation. The setback of at least 30 feet from the stream centerline.
- Demolition of the public sidewalk adjacent to the project.
- As needed demolition of street lighting to accommodate fire station ingress and egress
- Trenching for underground utilities (relocation, replacement or providing new)
- The Design-Builder should expect rocks and other non-man-made obstructions, including boulders, in all excavations. Should provide approximately an additional 10% for any allowance or contingency in the proposed fee to cover this aspect of the earthwork.
- The City has obtained an approximately 35-foot x 75-foot Temporary Construction Easement on Keysight's property adjacent to the proposed service road, for the purpose of grading and earthwork. Ground disturbance on Keysight's property must not occur outside of the Temporary Construction Easement.

Utilities and Infrastructure (including all trenching, wiring, pipe, etc. necessary for operation):

- The site is undeveloped requires connection to all utilities.

- Connect to City storm water, water, and sewer systems
- PG&E natural gas and electricity
- Telecommunication infrastructure specifications:
    - Comcast "Ethernet over Fiber" (ENS)
        - Security Cameras, Access Control, WiFi and Video Conferencing & Training to provide compatible download and upload fiber speeds to support technology infrastructure:
            - Minimum expected is 100Mbps, up to possibly 1000Mbps (1Gbps))
    - Internal cabling, two sever rooms (1st and 2nd Floor)
        - Cat 6A cabling throughout
        - Pull strings in all conduits
    - Main server room
        - 100 sf preferred. Minimum safety clearances to be considered in the room configuration
        - Fiber connecting the two server rooms
- Card access specifications
    - All Hardwired lines. i.e. door sensors, readers and locks
    - Compatible with City-wide access control:
        - Software House CCure-9000 Security/Access Control System
        - Software House i-Star controllers
        - Compatible accessories
    - Vehicle gate – provide a long throw reader
- Relocation of ATT/PGE utilities on site (this item will be tracked specifically and separately from the other sitework in the Project due to the Project's grant funding requirements.) *See Site work section of this document and the PG&E and AT&T predesign kick off notes as well.*

    - Relocate existing conduit and all utilities as directed by AT&T and PG&E under the existing service road to the AT&T utility building south of the site.
    - Relocate the PG&E transformer and infrastructure to new location as directed by PG&E.
    - Design-Builder to provide bollards with foundations required for PG&E transformer installation.
    - Relocate the PG&E conduit from the relocated PG&E transformer to the traffic signal at the intersection at Fountaingrove parkway and Stagecoach Road as directed by PG&E.
    - Provide all AT&T structures, including vaults and lids, for the AT&T relocation. AT&T will provide all cable and labor to relocate into new structure.
        - The AT&T vault is expected to be reused (with slight adjustment) and a new one is expected to the south.
    - Coordinate all efforts of relocations with the appropriate utilities, permitting agencies and provide required notices and inspections by each utility prior to covering anything.
    - Provide onsite coordination with the utilities as they run and switch over their cables.

  - PG&E will be designing the utility relocations and joint trench details required under the new service road, transformer and trenching to the traffic signal as needed. Referenced documents are preliminary and design is not expected until 12/2022.
- Expected undergrounding of fuel line from tank storage to fuel dispenser. See scope in Sitework section. Consider relocation of fuel tank if a more cost-effective solution can be provided for fueling.

Fire station building:

On the western portion of the site will be construction of a new approximately 8,690 square-foot, one-story, Essential Services fire station building. The fire station shall be no taller than 29 feet from grade. The project proposes a new permanent fire station for the Santa Rosa Fire Department that meets the latest design standards for fire safety to provide maximum fire resilience. While the building footprint and height shall not change from the concept plan, the City is flexible regarding the exterior and interior finishes, and desires to have minor changes to the interior circulation and room layout from the concept plan. The DESIGN-BUILDER shall coordinate a minimum of three (3) two-hour workshops, including the City's representative and a representative(s) from the Fire Department to confirm the final layout of the floor plan prior to design development. Disability access shall be provided throughout the fire station as required by ADA and CBC.

The new Fire Station 5 is proposed to have the following components (room numbers correspond to the preliminary architectural and engineering set, room numbers shall be revised during design development):

- Rm 101 Captain's Office shall include:
  - (1) Built in desk with minimum of (2) grommets and (1) 48-inch-wide section detached and able to be converted into a height adjustable table
  - A minimum of four (4) power outlets and (4) data jacks/connections
  - Flooring: stained and sealed concrete floor
- Rm 102 Station office shall include:
  - Shall comfortably accommodate a minimum of three (3) staff with computers and phones at one time
  - Built in counter (laminate or wood preferred) with built in file and drawer storage, provide grommets for routing of cords
  - Three (3) 48-inch-wide sections shall be detached and have grommets (City will convert into height adjustable tables)
  - Opening for public counter
  - A minimum of six (6) data jacks/connections and (6) power outlets
  - A built-in display case with glass doors and adjustable shelving
  - Flooring: stained and sealed concrete floor
    - Provide bulletproof protection (glass at counter at a minimum) for the station office from the public lobby. Pass through for boxes, mail, etc. provided.
- Rm 103 Public Lobby shall include:

  - Card access compatible with the City's existing Software House CCure9000 system on the exterior entrance door and the door leading to the fire station office
  - An accessible public counter served from Rm 102 station office (durable solid surface material such as granite or quartz preferred)
  - Single occupant accessible restroom, including baby changing table
  - Egress stairs from 2nd floor community room as required by code
  - Durable hard surface floor
  - Provide a minimum of (2) data jacks/connections and (2) power outlets for future technology use
  - Visibility at the exterior door to see visitors before they enter.
  - Two (2) Safe Surrender signs
  - Area and wall space for display of destroyed Fire Station 5 items.
- Rm 104 Copy Room (dedicated copy room not necessary, designated copier area can be incorporated into the Station Office), copier room or area shall include:
  - Solid surface durable flooring
  - Built-in storage
  - A minimum of two (2) data jacks/connections and power outlets (1 – dedicated)
  - Must accommodate at least a 24-inch x 60-inch copier
    - Requires dedicated electrical circuit
- Rm 105 Pantry (walk in pantry not necessary, 3 built-in cabinet pantries can be incorporated into the Kitchen) shall include:
  - Solid surface durable floor
  - Three (3) distinct storage areas to accommodate three (3) shifts
  - Adjustable shelving
- Rm 105 Storage
  - Flooring: sealed and stained concrete floor
- Rm 111 six (6) Dorm Rooms, each room to include:
  - Egress window
  - Space suitable for two (2) twin XL beds, three (3) lockers, and (1) desk
  - Stained and sealed concrete floors
  - Backing behind the wall board for mounting a television on the wall
  - A high mounted power outlet, data outlet and coax cable connection to plug in a television
  - Power outlet and data jacks behind the desk area
  - Insulation to reduce sound from adjacent rooms
  - Captain's dorm to include an accessible attached bathroom with durable solid surface non-porous counter such as quartz, undermount lavatory, toilet, shower, stained and sealed concrete floor, solid surface slab walls, storage cabinet
  - Preference for Captain's room to move to be the closest to the apparatus bay
  - Bedroom doors are preferred all located on the side of the room closest to the Apparatus Bay
- Rm 112 Dining shall include:
  - Space suitable for a dining set that accommodates seating for eight (8)
  - Built in low casework with a durable solid surface counter such as stainless-steel, granite or quartz
  - Stained and sealed concrete floor

  - Data jack for phone
  - Access to the front porch BBQ area with an accessible door and a sliding door system
- Rm 113 Kitchen shall include:
  - This is one of the spaces SRFD is prioritizing in their interest in the fire station. Consider adjustments to benefit this area by reducing/eliminating other adjacent nonessential rooms.
  - Electrical to accommodate three (3) refrigerators (City will procure the refrigerators and give desired dimensions)
  - Plumbing to connect all three (3) refrigerators to water
  - A minimum 30-inch wide undermount stainless steel single compartment sink
  - Minimum 24-inch-wide stainless-steel dishwasher adjacent to the sink
  - A separate minimum 18-inch wide undermount stainless steel single compartment sink for food prep area
  - Natural gas and electrical connection necessary to accommodate a 36-inch-wide Wolf 6-burner range
    - Automatic shut off for range triggered by the alerting system
  - 36-inch-wide stainless steel vent hood including necessary electrical and ventilation
    - 2-speed fan
    - lighting
  - 16-gauge, 304 stainless steel countertops
  - Upper and lower cabinets, solid wood (MDF cabinets will not be accepted)
    - Lower cabinets must be a minimum of 50% drawers and storage deep enough for larger pots on roll out systems.
    - Self-closing and soft-close hardware
    - Upper cabinets have adjustable shelving
  - Three (3) minimum 18-inch-wide x 8-foot-tall pantry cabinets, solid wood
    - Self-closing and soft-close hardware
    - Each pantry to have individual lock and key
    - adjustable shelving
  - Island with matching cabinets and counters, including overhang to accommodate seating for at least three (3)
  - Thoughtfully planned space for trash, recycle, & compost cans
  - Locations for sheet pans and cutting boards
  - Any corner cabinets to have “Lazy Susan” or equivalent system for full access
  - Backing and connections for TV
  - Power to accommodate the following additional countertop appliances (appliances to be purchased by the City with preference to be located near the dining area):
    - Microwave
    - Coffee pot with hardline water connection
    - Toaster oven
  - ADA requirements are applicable to Fire Station kitchens, provide a separate area to meet ADA requirements that does not impact the usability of the kitchen for SRFD staff.

  - Expected to be a residential kitchen only for use of the residents, not for the community room.

- Rm 114 Day Room shall include:
  - This is one of the spaces SRFD is prioritizing in their interest in the fire station. Consider adjustments to benefit this area by reducing other adjacent nonessential rooms.
  - Space suitable to accommodate six (6) recliner chairs
  - Built in low casework with a grommet for routing cords and glass doors
  - Flooring: stained and sealed concrete floor
  - A high mounted power outlet, data connection and coax cable connection to plug in a television including a chase for DVD, cable, & other accessory wire routing
  - Backing behind the wall board for mounting a television on the wall
  - Minimum of (2) data jacks/connections
  - Allow for the option to slightly reduce window area adjacent to the patio for additional wall space
- Rm 116 three (3) single occupant accessible restrooms, each restroom shall include:
  - Durable, non-porous solid surface slab walls
  - Stained and sealed concrete floors
  - Durable solid surface non-porous counter such as quartz with undermount lavatory. Counter space preferred.
  - Toilet
  - Storage cabinet
  - Shower with area/nooks to place toiletries off the ground.
    - Include towel hooks outside showers.
  - All required accessories such as toilet paper dispenser, paper towel dispenser, trash can, etc.
  - Use all durable, low maintenance fixtures
  - Towel hooks
  - Exhaust Fans on moisture sensing timers if compliant with code
- Rm 117 Fitness
  - This is one of the spaces SRFD is prioritizing in their interest in the fire station. Consider adjustments to benefit this area by reducing other adjacent nonessential rooms.
  - ADA compliant rubber gym floor
  - (1) full wall floor to ceiling mirrors
  - Provide minimum of (10) floor electrical outlets
  - Backing, etc. for TV
  - Minimum of (2) data jacks/connections
  - Backing throughout for wall mounting of equipment
  - Two (2) ceiling fans
  - An 8-foot x 8-foot area designated as flex future space on plans with a designated conduit run back to the electrical room and a spare 50-amp circuit for this location
  - Accessible access and sliding door system to outdoor fitness area
  - Outdoor fitness area:

        - To be expanded into the noted "trash or utility yard" area and provide some built-in workout structures/equipment in that area for review of the SRFD
        - Include shade structure and two (2) ceiling fans in the expanded area
        - Provide shade structure for the mixed-use area shown on preliminary plans as "Outdoor Fitness". If shade structure conflicts with the apparatus driveway route then provide an automated retractable awning.
- Rm 119 Apparatus Bay shall include:
    - Three (3) drive through apparatus bays to accommodate a minimum of one (1) Type-1 structural fire engine, one (1) Type-3 wildland fire engine, and one (1) utility vehicle/ hazardous materials response unit.
    - Floor shall meet these minimum requirements: 8 inches, 5,000 PSI concrete, and reinforced with reinforcing 12 inches on center both ways.
    - Floor shall be sloped to drain and include a minimum of two (2) drains in each bay located under the apparatus and shall be connected to an oil separator.
    - Six (6) durable and automated apparatus bay four panel folding doors, each door to be 14-foot x 14 foot minimum, provide clear lite panels for natural light. Opening speed to meet or exceed 8 seconds.
        - Doors are able to be operated both at up to three (3) push button locations located by door(s) to Apparatus Bay, and a master control panel adjacent to the main apparatus floor door entry. Door shall also be operated by remote controller system with multiple antennas as needed to provide adequate coverage.
        - Overhead pull chain by driver door option can be considered
    - Two (2) human-door with vision lites – one to access front driveway and one to access rear driveway
    - Option for overhead lighting to have a night light setting. Red lighting and other lighting considerations to reduce effect on night vision
    - Epoxy resin floor
    - Exhaust fume extraction system for three (3) vehicles, including air compressor hook up
    - Drop electrical cords shall be provided on the driver's side of each vehicle and shall be able to disconnect when vehicles exit the Bay without damaging the vehicle or system.
    - Built in durable cabinets with durable solid surface counter, including infrastructure for charging radios, cordless phone, battery chargers, etc.
    - Minimum of ten (10) data jacks/connections
    - Minimum of two (2) air hose reals
    - Heat efficiency and proposal of best value solution for heating the apparatus bays. Heated Apparatus Bay floors are preferred for the space as a solution over wall mounted heaters. City open for Design-Builder solutions here to optimize the heating in that large space.
- Rm 120 Shop Rm
    - Sealed concrete floor
    - Stainless-steel built-in counter
    - Metal built in Storage cabinets

    - Built in air compressor
    - Provide a 220-volt power outlet
    - Provide a minimum of eight (8) power outlets
    - Exhaust system
    - Provide a minimum of two (2) data connections
    - Preference to swap the Shop Room and Turnout Room locations
- Rm 121 Turnout Rm
    - Sealed concrete floor
    - Turn-out racks and anchorage
    - Provide backing behind wall board throughout the room
    - Exhaust system
    - Room shall be fire sealed from other adjacent spaces
    - Fire Resistant Paneling (FRP) paneled or equivalent walls
- Rm 122 Laundry/Extractor
    - Sealed concrete floor
    - Provide extractor system and connections
    - Provide connections for one (1) laundry set, washer, and dryer (washer and dryer by owner)
- Rm 123 Apparatus Storage – desire to remove this storage space and add the space to the fitness room
- Rm 124 Mechanical Room shall include – explore potential relocation away from bedrooms
    - Mechanical equipment
    - Sealed concrete floor
    - Sound insulating
- Rm 125 Electrical Rm shall include – explore potential relocation away from bedrooms
    - Sound insulating
- Rm 126 Server shall include – explore potential relocation away from bedrooms
    - Backerboard throughout for mounting server racks
    - Sealed concrete floor
    - Separate climate control
    - Sound insulating
    - No less than 3-foot clearance in front of server racks. Server rack specifications to be provided by City.
    - Data connections
        - Cat 6a patch panels – Standard 568B termination scheme
        - Labeling will be required
            - Numbering Scheme and labeling submittal to be supplied and approved by City
        - Testing prior to approval
- Rm 127 Janitor shall include
    - FRP walls surrounding mop sink
    - Sealed concrete floor
    - Mop sink
    - Adjustable shelving
- Rm 130 Elevator Equipment Room shall include

  - Elevator mechanical
  - Sealed concrete floor
- Rm 131 Decontamination (Decon) Rm shall include:
  - Stainless steel 2 compartment sink with attached stainless-steel counter
  - Sealed concrete floor
  - Eye wash station
- City has elected to not build Add Alternate Community Room (2nd floor) shown on the Bridging Document Plans. The Contract Price is reflective of removal of the Add Alternate Community Room (2nd floor).

Roof

- Rooftop shall include:
  - A rooftop solar panel array consisting of approximately 36 panels to provide renewable energy producing an average of 21,612 kW hours per year. Excess power produced shall be circulated back to the grid (storage system not proposed for this project)
    - Relocation to a structure above the parking areas may be considered if functional and does not impact operations.
  - Rooftop HVAC units
    - Not accepted to be over dormitories
  - Equipment screens
  - Cal OSHA compliant equipment access system for Maintenance personnel

Throughout the building provide:

- Fully compliant fire alarm and sprinkler system throughout
- Required building foundation, framing and insulation.
- Provide suitable location and appropriately sized commercial quality electric hot water heater. Energy Star rating preferred.
- Code compliant Energy Star rated HVAC system (central air conditioning and forced air heating) throughout the building and capable of maintaining the temperature between 68 – 72 degrees
  - Include Needlepoint Bi-Polar Ionization or approved equivalent disinfection system
- Code compliant doors and windows per the concept plan
  - Provide operable egress windows
  - Provide 1 inch aluminum slat blinds at all windows
  - Provide screens at all operable windows and at doors, where requested by City.
  - Provide stainless steel push plates and kick plates on doors
  - No door shall be less than 3-foot wide x 7-foot tall
- Low voltage wiring throughout the building and as indicated where terminated in specific rooms
- Plumbing systems per code, provide isolation valves at appropriate locations to enable maintenance activities without shutting down water to large portions of the building.
- Code compliant electrical systems and LED lighting systems, including required emergency lighting and exit signs

    - Lighting systems to be equipped with timed motion sensor, occupancy sensors and/or daylighting sensors where required by code or requested by City.
    - Provide source protector (surge protection) for power entering the building.
    - Indirect lighting preferred
- All electrical systems are powered by the generator during an outage
- Wi-Fi – hardwired infrastructure to provide 100% coverage throughout the building and grounds (Wi-Fi hardware to be provided by owner)
- Standardized Fire communications and alerting system compatible with existing system:
    - Radios and EMS utilize Wi-Fi
    - Motorola Radius CM200 Mobile Radio (VHF) with outdoor antenna
    - ComTech Communications Alerting System/Fire Station Integration Hub
        - VersaMax DP Controller
        - Comm Series Power Unit
        - Bogen Gold Seal Audio Output
        - Red LED/Alerting speaker combo units in all rooms and hallways (large rooms will require multiple speakers) connected to station alerting system
            - Speaker with lights layout to be provided for City review and approval.
            - Confirm speaker placement is visible from all useable areas in the rooms
        - Red LED/Omni directional alerting speaker in the Apparatus Bay
    - Install new radio antenna
    - Alerting system housing in a mechanical room and protected from interference from electrical systems
        - Provide equipment mounting rack system
    - Tripp-Lite surge protection
- All access control points are compatible with the City's existing system: Software House CCure9000. See Utilities and Infrastructure section for more information.
- Security considered in the design of the station and offered to City as optional treatments
- Durable, low maintenance construction and finishes shall be considered throughout the building.
- ADA compliant room signage with Braille, raised lettering/numbers and a pocket for a paper insert to identify the room purpose
    - Revised room numbering shall be designed by the Design-Builder and approved by the City prior to ordering room signs.
- Roof drains and/or rain gutters to effectively manage rainwater on the building.
- Low maintenance, durable, roof system designed to reduce heat gain from the sun, with minimum life expectancy of 30 years.

Sitework - On-site Circulation, Parking and Operations Yard:

- Site circulation diagrams
- Fire truck/emergency vehicle paved ingress and egress
    - All concrete in the apparatus bays, driveways, aprons, sidewalk that will be part of the fire apparatus circulation shall meet the following minimum requirements: constructed on class II base, a minimum of 8 inches thick 5000 PSI concrete, and have #4 steel reinforcement at 12" on center each way.

  - Asphalt Concrete will not be accepted within the emergency vehicle circulation ingress and egress
- An approximately 11,400 square-foot visually screened exterior operations yard including:
  - Ten (10) secure staff vehicle parking spaces with two electric vehicle charging spaces
  - Staging area
  - Above-ground 200-kilowatt emergency diesel generator with 1,500-gallon fuel capacity.
    - A lockable enclosure is desired to reduce noise, provide safety, and protect from weather.
    - The generator must be capable of powering all electrical building systems during a power outage.
  - 500-gallon diesel fuel storage tank with secondary containment for fueling fire apparatus and including:
    - A fuel dispenser
    - Fuel line to the dispenser
    - Retractable hose appropriately sized to reach vehicles
    - Fuel dispenser location can be reconsidered, but design must be approved by the Fire Department
  - A hose drying rack
  - Trash enclosure for trash, recycling, and compostable materials. The Fire Department prefers not to have dumpsters if possible. If dumpsters are required, provide design option(s) relocating the dumpsters so they are not visible/audible from the captain's dorm
  - Vehicle washing station with an oil/water separator, and a simple/manual gate valve for separating storm water vs sewer water. Automatic systems will not be accepted. A sign meeting City requirement will be required to be posted.
  - Minimum 1 hose bib in front and 1 in back
  - Outdoor fitness area connecting to the indoor gym
  - Water connection with a drain, and power for the ice maker on exterior of building. Include covered area for the ice maker. Explore the potential to provide this indoors.
  - 2.5-inch water connection to re-fill the apparatus
    - Must be accessible to the apparatus
    - Provide a minimum of 2-inch diameter water connect with ball valve control after the connection,
    - Not required if a fire hydrant is in a location where the apparatus can access it
- Minimum of four (4) public parking spaces in the southwest corner of the site adjacent to the station, with access from northbound Fountaingrove Parkway. This entrance will also provide access to a service road easement at the southwest of the project site. The parking lot will have an ADA path leading to the sidewalk along Fountaingrove Parkway. Provide decorative, low maintenance fencing / guardrail systems as appropriate.
  - Accessible parking (exterior accessible routes and parking must be in concrete)



- The public entry plaza would be located on the corner of Stagecoach Road and Fountaingrove Parkway; this area is a place we are looking for creativity and innovation. Minimum of 2 electrical outlets (mounted high for holiday lights)
- An outdoor/weatherproof automatic dial push-button 9-1-1 box phone mounted on the exterior of the building adjacent to the public entry.
    - Will need Cat6 network cable pulled to Outdoor 911 Emergency Phone mounting location from IT Equipment Room.
- A doorbell mounted adjacent to the public entry.
    - Will need Cat6 network cable pulled to doorbell mounting location from IT Equipment Room.
- City has elected to not build the Add Alternate Overflow Parking Lot and the Contract Price is reflective of removal of the Add Alternate Overflow Parking Lot shown on the Bridging Documents Plans.
- Accessible fire fighter front porch with access from the Day/Dining room, visibly screened from the plaza primary entrance. The space shall contain a suitable built-in stainless-steel BBQ with natural gas connection and shall have automatic shut off triggered by the alerting system. Additionally, a minimum of two (2) exterior outlets, and a hose bib are required. Install ceiling fan on the porch.
- Security:
    - Cameras:
        - Expect up to (15) exterior hardwired cameras and (6) interior hardwired cameras for the interior public spaces and around the exterior of the building.
        - Include all necessary wiring, fiber, and mounting hardware.
        - A video storage system must be incorporated into the design allowing for video storage for at least one year per City requirements.
        - Cameras able to provide matching download and upload fiber speeds
            - Minimum expected is 100Mbps, up to possibly 1000Mbps (1Gbps))
        - Samsung WiseNet (Hanwha Techwin) with WiseStream Compression Technology. (i.e. Model PNM-9085) or approved compatible equivalent with City technology.
        - OnSSi/Ocularis (VMS-Video Management Software) compatible
        - Fully ONVIF compliant
        - High-definition Resolution
        - 360 degree cameras (20-megapixel each. 4 Lenses, 5-Megapixels per lens.)
        - Onsite server and accessories for the camera Video Management System. Video storage archive = 365 days. (Network Video Storage to be purchased and installed by City IT)
    - Bollards or barriers at public entry plaza and other places where there may be safety concerns from vehicles. Speed analysis and design criteria may need to be provided.
    - Fence and Gates: A minimum 6-foot-high aesthetic security fence around the perimeter nonpublic spaces with gates at the following locations:

  - Accessible building egress Pedestrian gate with card access at the two (2) gates to the public parking from the building, the gate at the lightwell location, the porch and a couple expected out of the lower parking lot area.
  - Vehicle gate with no vertical clearance concerns and extend warranty with card access to the parking lot accessed by Stagecoach Rd with minimum of (3) remote control options and long throw card reader specified further in the Utilities and Infrastructures section.
- Relocate the existing service road (also see Utilities and Infrastructure section as well.):
  - Provide the Keysight, AT&T, and PG&E access road connection as-is-practical throughout project phases. Easement relocations are being pursued with the utilities to align with the preliminary plans attached and Keysight easement will take into effect once the construction is complete. Therefore, all effort shall be made to stay within the layout of the road shown in the preliminary plans. Design-Builder concerns and alternative solutions shall be brought early in design to the City for review and consideration.
  - Road must be designed to accommodate heavy vehicles such as delivery trucks, AT&T/PG&E work trucks.
  - Relocate existing driveway grate for PGE/ATT vehicles
  - Road / Utility Easements shall be considered in design and City staff will lead the effort supported by the Design-Builder.
  - Provide an item in your proposal for Relocation of ATT/PGE utilities (this item will be tracked specifically and separately from the other sitework in the Project due to the Project's grant funding requirements.) See Utilities and Infrastructure section as well.
- Lighted monument sign "Fire Station 5", appropriately placed and sized to view from Fountaingrove Parkway and Stagecoach Road per City Code Chapter 20-38.
- A luminated address sign meeting Fire Department permitting requirements.
- A lockable, post mounted mailbox meeting Postal Service requirements.
- Electronic messaging sign visible from Fountaingrove Parkway, and if possible, also double sided to be visible from Stagecoach, sized for visibility from passing vehicles as allowed per the City Code Chapter 20-38; signs to be approved by the design review board.
  - allows the Fire Department to post "red flag" or other safety messaging to the community
- Lighted flagpole: provide a 30-foot tall, ground mounted aluminum flagpole capable of accommodating a 4-foot x 6-foot flag with a minimum of (2) LED lights directing light towards the flag.
- Exterior lighting design per City Standards with a minimum of:
  - Parking lot lights at public and employee parking areas
  - Pathway lighting along accessible routes
  - Up to ten (10) wall mounted exterior fixtures along the building exterior
  - Expect a mixture of lighting on daylighting sensors, motion detection or manual switch to be determined during design
- The City shall, under a separate contract, procure the installation of a public art piece to be located in one of the public spaces (expected within either the outdoor entry plaza or adjacent to the small public parking lot), where the public can benefit from the installation. The DESIGN-BUILDER shall coordinate with the City to determine

potential opportunities for the public art piece. Once the art piece has been procured by the City, the DESIGN-BUILDER shall coordinate with the artist for their requirements for the successful installation of the art piece, this may include some or all of the following:
    - Communication of plans and construction schedule as it pertains to the art installation
    - Structural engineering details
    - Foundation
    - Lighting
    - Electrical connection including conduits and wiring (max. 20-amp dedicated circuit)
    - Minor plan modifications to address the art piece and any potential accessibility requirements
    - Safe access to the area of installation, once the area is substantially complete
    - Protection from deliveries/construction throughout the remainder of construction until the project is complete, and all punch list items adjacent to the art piece have been completed
- Up to eight (8) additional aluminum signs, including posts or as needed installation (not including signs required by codes or permitting such as safety signs or ADA parking signs).
- Fire hydrant(s) as required by code.
- Areas proposed to be in Asphalt Concrete (AC) shall meet this minimum specification: 0.25' Ac over 1.0' AB2 compacted to 95% and per City Standard Specifications.

City Right of Way and Intersection Improvements:

- A new cut-through in the existing median to allow vehicles and apparatus to turn left onto Stagecoach Road.
- New concrete driveways
- Traffic signal modifications required per permitting and adjacent Fire Station requires
    - Cabinets likely require relocation. See record plans for nonstandard grounding rod installation.
- New warning lights to alert traffic during emergency calls and emergency vehicle movement.
    - Signs to be activated by optical detectors that communicate with the Fire Apparatus. This will need to be located directly across from the Fire Apparatus bays and will require conduits to the signs and from detector to the traffic signal cabinet.
- Striping improvements
    - Includes on-street parking adjacent to Fire Station property
- Light signalization changes. Note: Traffic Engineering will program the signal operation changes.
- Relocation of an aboveground PG&E transformer
- Street lighting relocation as needed to accommodate ingress and egress of the site
- Accessible sidewalk and curb ramps adjacent to the site with the following recommended exception to the "2184_FS5_Prelim Design Plans":

  - Remove the curb ramp east of the overflow parking lot's east driveway. Instead provide a directional curb ramp crossing Stagecoach Road and a pedestrian flasher, Rapid Rectangular Flashing Beacon (RRFB) at the existing crosswalk both sides.
- Accessibility (exterior accessible routes and parking must be in concrete)
  - Pedestrian push buttons are expected to need to be adjusted and replaced per current California Manual on Uniform Traffic Control Devices (MUTCD) standards
- All work in the right of way to be in compliance with City of Santa Rosa Standards and MUTCD guidelines
- Replacement, relocation and/or new street signs as required for the project.

Landscape and Open Space:

- Removal (tree removal under separate contract) of the sensitive California bay and oak woodland habitat, consisting of approximately 14 trees requiring the Design-Builder to replace with 70 trees based on the City of Santa Rosa Tree Ordinance requirements. As many trees as is feasible without compromising tree health, public safety or fire hazard can be planted onsite between the fire station and the "panhandle" portion of the site adjacent to Stagecoach. The remaining trees can be planted offsite at other City properties as needed or pay fees to the City's tree fund for offsite plantings.
- All landscaping shall be low-water-use native plants suitable for the wildland urban interface and shall be planted within the entry plaza and along the road frontages for screening. Selections shall be resistant to damage from wildlife such as deer.
- Drip irrigation system throughout the landscape to support the establishment and maintenance of the landscape.
  - Provide a smart controller utilizing weather information technology and/or moisture sensing technology to adapt the water use to the conditions.
- The existing sensitive habitat area would be avoided by setbacks as required in the NEPA/CEQA documents, preliminary plans and per City zoning requirements.
- Low Impact Development (LID) features as required. LID calculations and study completed in environmental process available for your reference.
- Drainage/storm water management systems and analysis as required for permitting
- All disturbed portions of the landscape shall be appropriately treated to prevent erosion prior to removal of BMPs, which may include but is not limited to: mulch, hydroseed, jute net, and/or gravel/rock, as approved by the City, permitting and meeting WUI requirements.
- Attractive/large rocks, boulders excavated are encouraged to be used in the landscaping designs and can be planned for. City to approve their use and it will not be acceptable to leave a pile of rocks on the site upon delivery to the City.
- At the eastern portion of the site, known as the "panhandle", a portion of Keysight's fence is on the City property adjacent to the overflow parking lot, the Design-Builder shall move the fence to Keysight's property, work to be performed within the temporary construction easement agreement the City has with Keysight (5 feet from City/Keysight property line)

Not included in contract:

  - Furnishings (except built-ins or exceptions noted above)
  - Computers

- Phones
- Copier
- Televisions
- Other Minor appliances not noted above
- Refrigerators
- Washer and Dryer
- Range
- Server Racks
- Servers
- Data Networking Equipment. (Switches, Routers and Firewalls.)

Design and Construction Standards and Requirements

Applicable Codes and Standards

The Design-Build Entity must comply with all local, state, and federal codes applicable to the project. Design-Builder shall be familiar with California, Santa Rosa permitting requirements and the CDBG federal grant funding requirements. Some Examples of the expected codes and standards that DESIGN-BUILDER must comply with for the project are:

- City of Santa Rosa Design and Construction Standards
- 2018 Caltrans Standard Plans and Specifications
- 2022 California Building Code *(see building permitting webpage)*
- California requirements for Essential Services buildings
- California requirements for construction within the Wildland Urban Interface
- Leadership in Energy and Environmental Design (LEED) level design for environmentally responsible construction
- 2010 Standards for Accessible Design (2010 ADA)
- Public Right-of-Way Accessibility Guidelines (PROWAG)
- California Manual on Uniform Traffic Control Devices current version (MUTCD)
- U.S. Housing and Urban Development (HUD) CDBG-MIT requirements and guidelines
- Federal Highway Administration (FHWA)
- National Fire Protection Association (NFPA)

NOTE: Specifications and solicitation **are not intended to** contain features that unduly restrict competition such as unreasonable or unnecessary experience or bonding requirements. Design-Build Entity shall substitute any referenced “brand name” in the documents as "brand name or approved equal".

CEQA/NEPA Mitigation Measures

(see CEQA IS/MND, MMRP and NEPA EA for detailed information) coordination and construction to follow these requirements:

- Provide AIR-1 work plan
- Coordination, meeting management and incorporation of requirements from the qualified biologist, hired separately by the City, for BIO-1, BIO-2, BIO-3, and BIO-4

- Coordination, meeting management and incorporation of requirements from the qualified archeologist, hired separately by the City, for CUL-1, CUL-2, and CUL-3
- GEO-1 compliance
- GEO-2: Note: City has provided the geotechnical investigation report to the design-builder during the RFP process.
- GEO-3 Design Builder to provide.
- Coordination, meeting management and incorporation of requirements from the qualified paleontologist, hired separately by the City, for GEO-4 and GEO-5
- Provide NOISE-1 work plan
- TRANS-1: Design Builder to incorporated in design
- TCR-1 and TCR-2: Note: City to hire this oversight role under a separate oversight contract.

Accessibility:

The building and site must be in compliance with ALL accessibility standards. A California Certified Access Specialist (CASp) to be included in the design team.

Grant and Misc. Requirements

The U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant – Mitigation (CDBG-MIT) grant funds will be utilized for the project construction, except for utility relocations deemed not reimbursable by HUD and the California Housing and Community Development (HCD). Design work and utility relocations are to be tracked separately from construction. Invoicing requirements of consultants and contractor are robust (including weekly hard-copy deliveries of the Certified Payroll, itemized consultant invoicing per day and task and others). The Design-Builder will be responsible for adhering to all requirements for their scope of work and for adherence to the grant requirements for their subcontracts. See (RFP) and draft DB Agreement for more detailed information.

Some items to consider include, but are not limited to:

- Preconstruction Checklist: https://portalapps.hud.gov/CORVID/HUDLBPAdvisor/info/documents/preconstructconf.pdf
  - Including provision of the WH-347: DBRA Certified Payroll Forms
- Section 3 Compliance:
  - Section 3 applies to contractors and subcontractors
  - Subcontracts must have the Section 3 clause
  - Section 3 information can be found at:
    - https://www.hudexchange.info/programs/section-3/section-3-guidebook/welcome/
    - https://www.hcd.ca.gov/community-development/disaster-recovery-programs/cdbg-dr/grant-management-resources/docs/planning-and-implementing-your-section-3-program-part-1-final.pdf
    - https://hudapps.hud.gov/OpportunityPortal
  - If percentage of work hours is not met, design-builder must provide a report outlining qualitative efforts to achieve Section 3, and the report is subject to evaluation by HUD
- HUD Form HUD-4010: Federal Labor Standards Provisions
  - Included in all contracts / subcontracts

Design Services Terms

- Submit electronic format and paper copies of complete plans and specifications per (typical 40, 75, 100 submittals): 8 sets of project plans on 24" x 36" white bond paper, and 3 copies of the schedule of values in Microsoft (MS) Excel spreadsheet. 3 copies of draft Technical Specifications (MS Word) as applicable.
- Prepare project plans IN THE CITY RIGHT OF WAY using Autodesk AutoCAD Civil 3D 2011 to 2018. Obtain prior written approval from the City's project manager to use a different product version of AutoCAD. Provide final approved electronic project plans to the City in AutoCAD (*.dwg) format and all related files on CD or DVD with instructions to the City regarding how to access and use the files and the interrelationships among them. These instructions shall include a list describing what is contained in each drawing (.dwg) file.
- Prepare most other documents using Microsoft (MS) Word and Excel 2007 or more recent versions.
- Submit project plans that conform to the City's drafting standards manual and contain the original unedited topographic and control layers along with the design layers. Coordinates shall be based on City's coordinate system. Consultant shall use the same coordinates provided in the topographic survey and shall not modify any value.
    - Each plan and/or profile sheet submitted by Consultant shall include the following:
    - Location and coordinates of control points, point number, elevation, and description.
    - Graphic scale.
    - North arrow.
    - Mapping showing streets (edge of pavement, face of curb).
    - Elevations of all existing features, structures, or utilities.
    - Match lines with appropriate sheet numbers.
- Use City established title blocks or request an alternative is approved prior to use.
- Indicate the plan completion percentage (40%/75%/90%) near the project title area of the border on sheet one of the plans.

Order of Work

The DESIGN-BUILDER shall consider work in the following order:

1. Clearing and grubbing of shrubs required to be removed – this shall be scheduled outside of the bird nesting season if possible, or City will provide a qualified biologist to perform a bird and bat survey within one week prior to removal of shrubs
2. Relocation of the AT&T, PG&E, Keysight easement, access road and infrastructure. Expect to be permitting and completing this work prior to the rest of the project scope of work.
3. Site work, right of way improvements and building foundations
4. Fire Station building
5. Final Surfacing of roads

Right of Way (ROW)

The City owns the property and adjacent right of way (ROW) required for construction on the property. AT&T, Keysight and PG&E have easements on the City property. The AT&T and PG&E easements on property and any infrastructure within them will need to be relocated to the "(E) Service Road" as shown on the preliminary architectural and engineering plans. The City will provide the right of way and easement documents to the Design Builder when finalized and the City will include the Design Builder in related communications and coordination discussions. The Design Builder is expected to adjust schedule of work to coordinate with this effort. AT&T has said this is a critical service building that cannot have a gap in service.

Surveying and Construction Staking

A signed hard copy of the Topographic map prepared by the City in PDF format and an AutoCAD .dwg file is available as a reference document to the RFP. Upon selection of a Proposer this provided map shall be verified by the Design Builder prior to use in the design and construction. The Design-Builder is responsible for additional project design surveys and all project construction staking.

Survey General Notes:

1. Horizontal and vertical control points have been set in the field by the City for the boundary and topographic survey completed in September 2019. The survey control points shall be verified by the Design Builder and that their horizontal and vertical relationships are suitable for use in construction. This work shall be confirmed the Design Builder and reported to the City prior to actual construction of the project and included in the design plans.
    - The project vertical control is based on the City's Benchmark Network (NGVD 1929). Establishment of new vertical control necessary for design and/or construction shall be set to an accuracy ratio of 0.04 feet times the square root of the distance in miles. The basis for the project horizontal coordinates is the City's Horizontal Control Network (CCS83, Epoch 2010.00.) Establishment of new horizontal control necessary for design and/or construction shall meet a minimum accuracy ratio of 1: 20,000.
2. The Design Builder shall provide civil drawings based on the topographic map provided and if any discrepancy is found, the Design Builder is to note it immediately. Upon receipt of the City the 40% plans, and without any comments received, we will consider this item as resolved.
3. Monuments are to be preserved. Notify City 2 weeks prior to removal if found necessary for construction activities.

Warranty

In addition to the one-year warranty as required in the Contract the Design-Builder shall provide the following manufacturer's warranties for parts and labor:

- Roof: Minimum 10-year
- HVAC units: Minimum 10-year
- Exhaust fume extraction system: Minimum 5-year
- Diesel generator: Minimum 5-year
- Kitchen and laundry/extraction appliances: Minimum 3-year
- Solar system: Minimum 15-year
- Electrical equipment extended warranties

Reference documents

Available per the RFP

Project Communication and Delivery Documents

Meetings and communications:

Design-Builder to attend one (1) kick-off meeting lead by the City or City Representative. Prior to meeting the Design-Builder shall:

1. Prepare a project execution plan (PEP) prior to starting work.
2. Design-Builder to provide an emergency communication process. Prepare emergency reporting protocol card with telephone tree including project and City contacts.

Thereafter, the Design-Builder shall lead weekly Design-Build team meetings inviting the City and the Design-Builder's subconsultants / subcontractors as applicable throughout the project until the Notice of Completion is filed.

- Weekly OAC meetings are expected to demonstrate progress of the Design-builder including, but not limited to:
    - Schedules
    - RFI log
    - Submittal log
    - Cost event log
    - Mentioned activities expected of the Design-Builder team during CA
    - Submit a Schedule of Values (monthly)
- Provide agendas and minutes for these meetings promptly
- Design-Builder should have a designated stakeholder engagement manager responsible for coordinating and sharing input
- Presubmittal meeting for the Building Department. Outline of proposed permitting package(s) to be provided prior to meeting for the Building Department's review.

Design-Builder to notify neighbors within 400 feet of construction as requested by the City.

Design-Builder to assist City with all public outreach, including but not limited to correspondence, mailings, exhibits, and meetings.

DESIGN-BUILDER to provide notice to City before starting any on site activity – Two (2) weeks minimum for minor work (tree, stump grinding). One (1) month for most construction activities.

Submittals – Design Phase:

During the project design, the DESIGN-BUILDER must submit to the City's Representative the following progress sets and allow sufficient time to review, discuss and comment, as outlined in the General Conditions:

40% Design:

- Perform and submit site investigations required for the design, including any geotechnical investigations, utility location and soil testing required after the geotechnical study provided during the RFP.
- Provide sketches that describe or depict alternative design approaches for review by City staff. Provide cost implications in these alternatives (i.e., high cost, medium cost, low cost) to assist in City selecting the preferred alternative.
- Provide value engineering considerations
- Provide finalized plans for the south parking lot / service road relocation and define scope of work for sitework phase of construction. (May track under separate reviews as requested by designer)
- Submit electronic format and paper copies of 40% complete plans and specifications per the attached Design Services Terms.

City Planning Committee Presentation Set:

- Bring updated 40% Design to City Planning Committee for recommendations to be considered prior to 75% review.
- Meeting lead by the Design Builder and coordinated with City staff.

75% Design:

- Prepare design for the finalized scope of work.
- Respond to the City's Representative in writing if any of the City's 40% review comments cannot be incorporated into the plans and provide an explanation. (These responses must be delivered prior to submitting the 75% plan set.)
- Submit electronic format and paper copies of 75% complete plans and specifications per the attached Design Services Terms.
- Civil plans shall provide an appropriate amount of information to perform construction staking without supplemental files.
- If applicable, provide a draft design exception memo for any curb ramp that could not be designed as directional
- Provide value engineering options for City's consideration
    - City will make final value engineering option selection at the 75% review
- Submit permit plans for south parking lot / service road relocation. May consider additional permit submissions for site work at this time if found acceptable by City.

100% Construction Documents:

- Respond to the City's Representative in writing if any of the City's 75% review comments cannot be incorporated into the plans and provide an explanation. (These responses must be delivered prior to submitting the 100% plan set.)
- Provide the results of Certified Access Specialist (CASp) peer review with 100% plan set that incorporate the required changes.
- Document Quality Control process review and provide to City for its records.
- Submit electronic format and paper copies of 100% complete plans and specifications per the attached Design Services Terms. The 100% submittal must be complete from the design team's perspective, including all details, and is the last review that the City project management team will perform on the project.

Permit Submission Set:

- Prior to submitting final plans, respond to the City's Representative in writing if any of the City's 100% review comments cannot be incorporated into the plans and provide an explanation.
- Prior to submitting final plans, provide to the City Project Manager design exception memo(s), signed by the engineer of record. Curb Ramp design exception memos are intended to be kept on file to document non-standard conditions or designs, and the reasoning behind the decisions made during design. Provide a memo documenting each issue during design.
- Submit electronic format and hardcopy complete stamped and signed plans, and specifications for Permit as required.
- DESIGN-BUILDER after permitting to provide finalize mylars to City Representative for City Signatures.

- Final project plans shall be on archival quality white mylars (durable, dimensionally stable polyester) that are 24" x 36" and made with archival quality permanent ink that does not smear even if wet. Pencil originals and sticky backs are not acceptable.

For Design-Build, the project management team will make all attempts to pursue partial permits with the Design-Builder. Approvals for partial permitting are at the discretion of the Building Department and not under the control of the Project Management Team, Design Builder and City to work closely in the DB process to achieve an optimized delivery. At this time, Building permits are expected to take 8 to 12 weeks for the first review and ½ the time for subsequent review at this time. The Building Department is flexible with partial permitting considerations for the project citing a grubbing and clearing permit, rough grading permit, site infrastructure and final grading, and building permit as options to consider.

Submittals – Construction Phase:

DESIGN-BUILDER shall submit to the City's Representative a list of all materials proposed to be used on this project and any supporting documentation and/or samples required and source of supply.

Mock-up of materials and rooms expected during the submittal approval process.

The City should be a reviewer of all submittals and if comments are given, the submittal shall be rerouted as appropriately to the Designer, and the final accepted copy submitted to the City for our records. Allow for two (2) week reviews for the City in the schedule.

For material listed on the "Engineer's List of Approved Items" which is located in the Sewer and Water sections only of the City Standards, the City's Representative shall be provided with the name of the manufacturer and model/part number for all material proposed for this project, unless that item has been replaced per the project plans.

For all other materials used on this project, regardless of the type of work, DESIGN-BUILDER shall provide to the City's Representative the name of the manufacturer and model/part number along with supporting documentation and/or samples that will allow the City's Representative to determine the material's acceptability.

The City's Representative reserves the right to reject any proposed material, whether on the City's "Engineer's List of Approved Items" or not. If the City obtains information indicating that a listed item is not performing satisfactorily or is found to be defective, that item will be rejected, and DESIGN-BUILDER shall submit a replacement for review at no additional cost to the City.

The DESIGN-BUILDER may not start construction on the project until authorized by City. See required submittals within this scope of work and for ALL materials provided for the project for review and approval. The following construction phase submittals are the typical required documents to have been reviewed and accepted prior to ground disturbing activities (assume up to a month of City reviews and revisions of these documents):

- Updated Section 3 plan
- Detailed construction schedule
    - Critical Path Method Schedule required for this project per the General Conditions
- Evacuation Route Plan
- Excavation Plan:

    - Clarifying solutions if boulders are found in the excavated area.
- Soil Disposal Plan
- Injury Illness and Prevention Plan (IIPP)
- Storm Water Pollution Prevention Plan (SWPPP)
    - Include maintenance and oversight roles of the Design-Build team
        - Identify the Design-Builders QSP/QSD oversighting with contact information
    - Design-Builder responsible for SWPPP to align with the SMARTS system and will be responsible for input, maintenance, and coordination for City approval in the SMARTS system (https://smarts.waterboards.ca.gov/smarts/)
- Staging Plan
- Traffic Control Plan
- Permits obtained
- Special Inspection List
- CEQA MMRP preconstruction items completed

Project Closeout:

Prior to the filing of the Notice of Completion, the DESIGN-BUILDER must submit to the City (hard copies unless otherwise noted):

- Any Final documents
- Record Plans (digital acceptable)
- All requested construction correspondence
- All invoicing and auditing documentation required by the grant funding agency
- Copies of the permits and inspection card signed off by the permitting agency
- All warranty documents
- Operation and Maintenance manuals required per the grant funding
- Photos (Flash Drive and 6 per printed sheet)

ATTACHMENT B
Bridging Document

PRELIMINARY ENGINEERING AND ARCHITECTURAL DESIGN

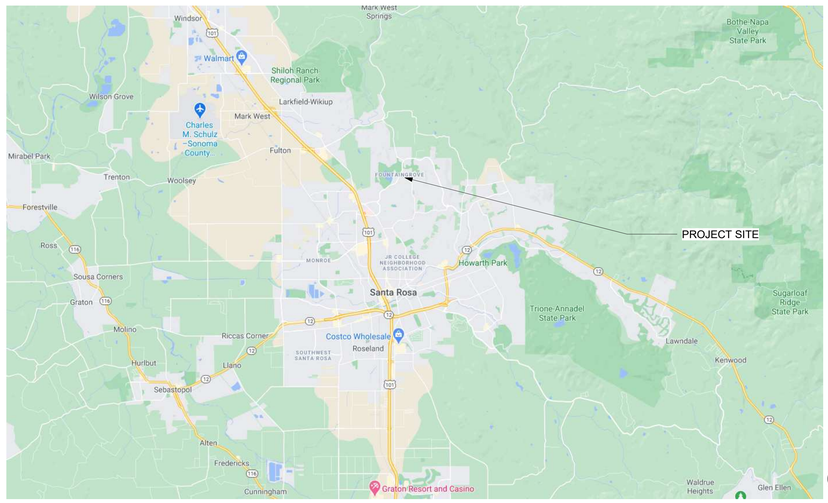
ATTACHMENT B



PRELIMINARY ENGINEERING & ARCHITECTURAL DESIGN SUBMITTAL FOR THE CITY OF SANTA ROSA FIRE STATION 5 REPLACEMENT

PORTION OF 1400 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA

VICINITY MAP



PROJECT SITE



SHEET INDEX

01 COVER	
A0.00	COVER SHEET, VICINITY MAP AND PROJECT DIRECTORY
03 CIVIL	
C2.0	GRADING PLAN
C2.1	GRADING PLAN
C4.0	TRUCK TURNING MOVEMENTS
05 ARCH	
A1.10	OVERALL SITE PLAN
A1.11	SITE PLAN - WEST
A1.12	SITE PLAN - EAST
A2.10	FIRST FLOOR PLAN
A2.20	SECOND FLOOR PLAN
A2.30	ROOF PLAN
A3.10	EXTERIOR ELEVATIONS
A3.10a	EXTERIOR ELEVATIONS
A3.11	EXTERIOR ELEVATIONS
A3.11a	EXTERIOR ELEVATIONS
A3.12	EXTERIOR ELEVATIONS
A3.20	3D PROGRAM DIAGRAM

PROJECT DIRECTORY

OWNER
City of Santa Rosa
100 Santa Rosa Ave.
Santa Rosa, CA 95404

Contact: Lisa Welsh

ARCHITECT
RossDrulisCusenbery Architecture
18294 Highway 12
Sonoma, CA 95476

Contact: Mark Zall

GEOTECHNICAL & ENVIRONMENTAL SERVICES
Ninyo & Moore
2020 Challenger Drive, Suite 103
Alameda, CA 94501

Contact: Bryan Fong

CIVIL ENGINEER
BKF Engineers
200 4th Street, Suite 300
Santa Rosa, CA 95401

Contact: Becky Dower

BIOLOGICAL RESOURCES
MIG
800 Hearst Ave.
Berkeley, CA 94710

Contact: Ray Pendro

CULTURAL RESOURCES
Tom Origer & Associates
P.O. Box 1531
Rohnert Park, CA 95927

Contact: Taylor Alshuth

TRANSPORTATION
W-Trans
490 Mendocino Ave., Suite 201
Santa Rosa, CA 95401

Contact: Dalene Whitlock

APPROVALS

Date _____

NAME # 1
TITLE

Date _____

NAME # 1
TITLE

Date _____

NAME # 1
TITLE

Preliminary Design. Not For Construction Purposes.

RossDrulisCusenbery
ARCHITECTURE
18294
Sonoma Highway
Sonoma
CA 95476
TEL 707 996 8448
FAX 707 996 8542

SANTA ROSA FIRE STATION 5

1400 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA

REVISIONS

No.	Description	Date

ARCHITECTURE & ENGINEERING DESIGN SUBMITTAL

Sheet Title

COVER SHEET, VICINITY MAP AND PROJECT DIRECTORY

Drawn By Author | Checked By Checker

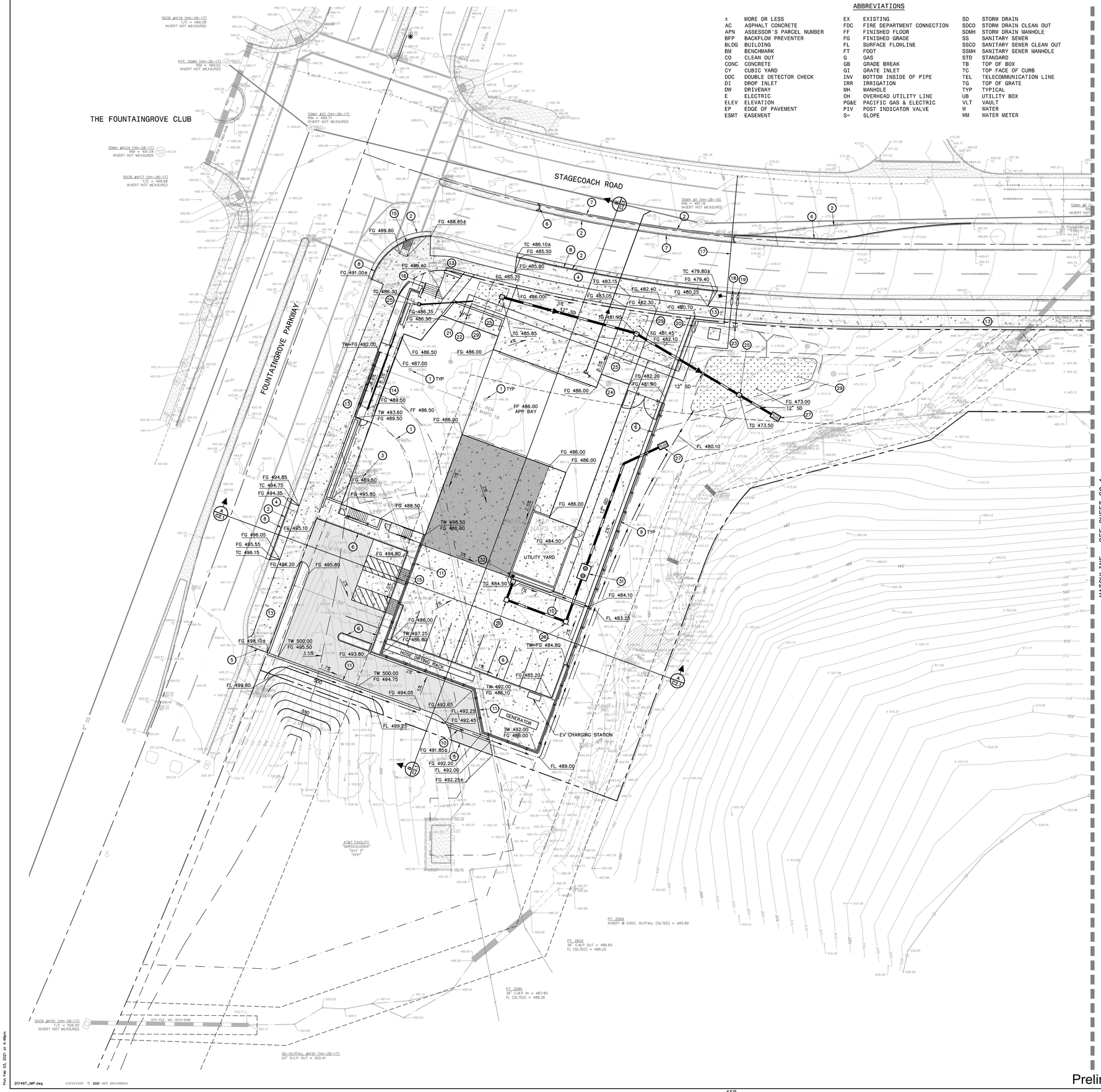
Scale:
As indicated

Date:
16 FEBRUARY 2021

Project No. Project Number

A0.00
Drawing No.

If this drawing is not 30" x 42", it is a reduced print - scale accordingly. All rights reserved. Material may not be reproduced in any form without permission from RossDrulisCusenbery Architecture, Inc.



ABBREVIATIONS

±	MORE OR LESS	EX	EXISTING	SD	STORM DRAIN
AC	ASPHALT CONCRETE	FDC	FIRE DEPARTMENT CONNECTION	SDCO	STORM DRAIN CLEAN OUT
APN	ASSESSOR'S PARCEL NUMBER	FF	FINISHED FLOOR	SDMH	STORM DRAIN MANHOLE
BFP	BACKFLOW PREVENTER	FG	FINISHED GRADE	SS	SANITARY SEWER
BLDG	BUILDING	FL	SURFACE FLOWLINE	SSCO	SANITARY SEWER CLEAN OUT
BM	BENCHMARK	FT	FOOT	SSMH	SANITARY SEWER MANHOLE
CO	CLEAN OUT	G	GAS	STD	STANDARD
CONC	CONCRETE	GB	GRADE BREAK	TB	TOP OF BOX
CY	CUBIC YARD	GI	GRATE INLET	TC	TOP FACE OF CURB
DDC	DOUBLE DETECTOR CHECK	INV	BOTTOM INSIDE OF PIPE	TEL	TELECOMMUNICATION LINE
DI	DROP INLET	IRR	IRRIGATION	TG	TOP OF GRATE
DW	DRIVEWAY	MH	MANHOLE	TYP	TYPICAL
E	ELECTRIC	OH	OVERHEAD UTILITY LINE	UB	UTILITY BOX
ELEV	ELEVATION	PG&E	PACIFIC GAS & ELECTRIC	VLT	VAULT
EP	EDGE OF PAVEMENT	PIV	POST INDICATOR VALVE	W	WATER
ESMT	EASEMENT	S=	SLOPE	WM	WATER METER

KEYNOTES:

1. EXISTING MATERIAL OR FEATURE WILL BE REMOVED WITH THIS DEVELOPMENT
2. EXISTING CURB AND GUTTER WILL BE REMOVED WHERE SHOWN ON THIS DRAWING
3. EXISTING UTILITY WILL BE REMOVED WHERE SHOWN ON THIS DRAWING
4. DRIVEWAY APRON
5. CONFORM TO EXISTING SURFACE ELEVATION
6. VERTICAL CONCRETE CURB
7. FLUSH CONCRETE CURB
8. CONCRETE CURB AND GUTTER
9. CURB OPENING
10. CONCRETE VALLEY GUTTER
11. RETAINING WALL
12. AC PEDESTRIAN SIDEWALK
13. CONCRETE PEDESTRIAN SIDEWALK
14. CONCRETE PEDESTRIAN RAMP WITH HANDRAILS
15. PEDESTRIAN CURB RAMP AND DETECTABLE WARNING SURFACE
16. STAIRS AND HANDRAILS
17. COMBINATION FIRE, DOMESTIC AND IRRIGATION WATER SERVICE AND FIRE HYDRANT ASSEMBLY
18. DOMESTIC WATER METER AND BACKFLOW PREVENTER
19. IRRIGATION WATER METER AND BACKFLOW PREVENTER
20. DOUBLE DETECTOR CHECK VALVE
21. FIRE WATER SERVICE CONNECTION
22. DOMESTIC WATER SERVICE CONNECTION
23. IRRIGATION WATER SERVICE CONNECTION
24. SANITARY SEWER SERVICE CONNECTION
25. STORM DRAIN GRATE INLET
26. STORM DRAIN DROP INLET
27. STORM DRAIN OUTFALL
28. STORMWATER BIORETENTION BASIN
31. SAND OIL SEPERATOR
32. FIRE HYDRANT AND LATERAL ASSEMBLY

SYMBOLS & LEGEND

EXISTING / PROPOSED

- VALVE
- BACKFLOW PREVENTION DEVICE
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- POST INDICATOR VALVE
- LIGHT POLE
- STREET SIGN
- STREET LIGHT
- UTILITY POLE
- TREE
- TREE CLUSTER
- TREE TO BE REMOVED
- PROPERTY LINE
- EASEMENT
- CENTERLINE
- GRADE BREAK
- FLOW LINE
- FENCE
- TREE PROTECTION FENCE
- SIZE" SS — SANITARY SEWER
- SIZE" SD — STORM DRAIN
- SIZE" W — WATER
- OH — OVERHEAD UTILITY LINE
- G — UNDERGROUND GAS LINE
- TEL — UNDERGROUND TELECOM LINE
- ASPHALT
- CONCRETE
- HEAVY WEIGHT CONCRETE
- DETECTABLE WARNING
- BIORETENTION AREA
- INV — INVERT AT CLEANOUT
- 7 — KEYNOTE
- 1 / C1 — DETAIL IDENTIFICATION / SHEET WHERE DETAIL IS SHOWN
- A / C2 — A / C2 — CROSS SECTION IDENTIFICATION / SHEET WHERE CROSS SECTION IS SHOWN

N

20 0 20 40
scale 1" = 20' feet

Preliminary Design. Not For Construction Purposes.

RossDrulisCusenbery
18294 Sonoma Highway
Sonoma
CA 95476
TEL 707 996 8448
FAX 707 996 8542
ARCHITECTURE

BKF
255 SHORELINE DRIVE
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
www.bkf.com

PRELIMINARY
NOT FOR CONSTRUCTION
DATE: 02/03/2021

SANTA ROSA FIRE STATION 5

1400 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA

REVISIONS

No.	Description	Date

CEQA/NEPA DESIGN SET

Sheet Title

GRADING PLAN

Drawn By: BTL Checked By: BD

Scale: **As Shown**

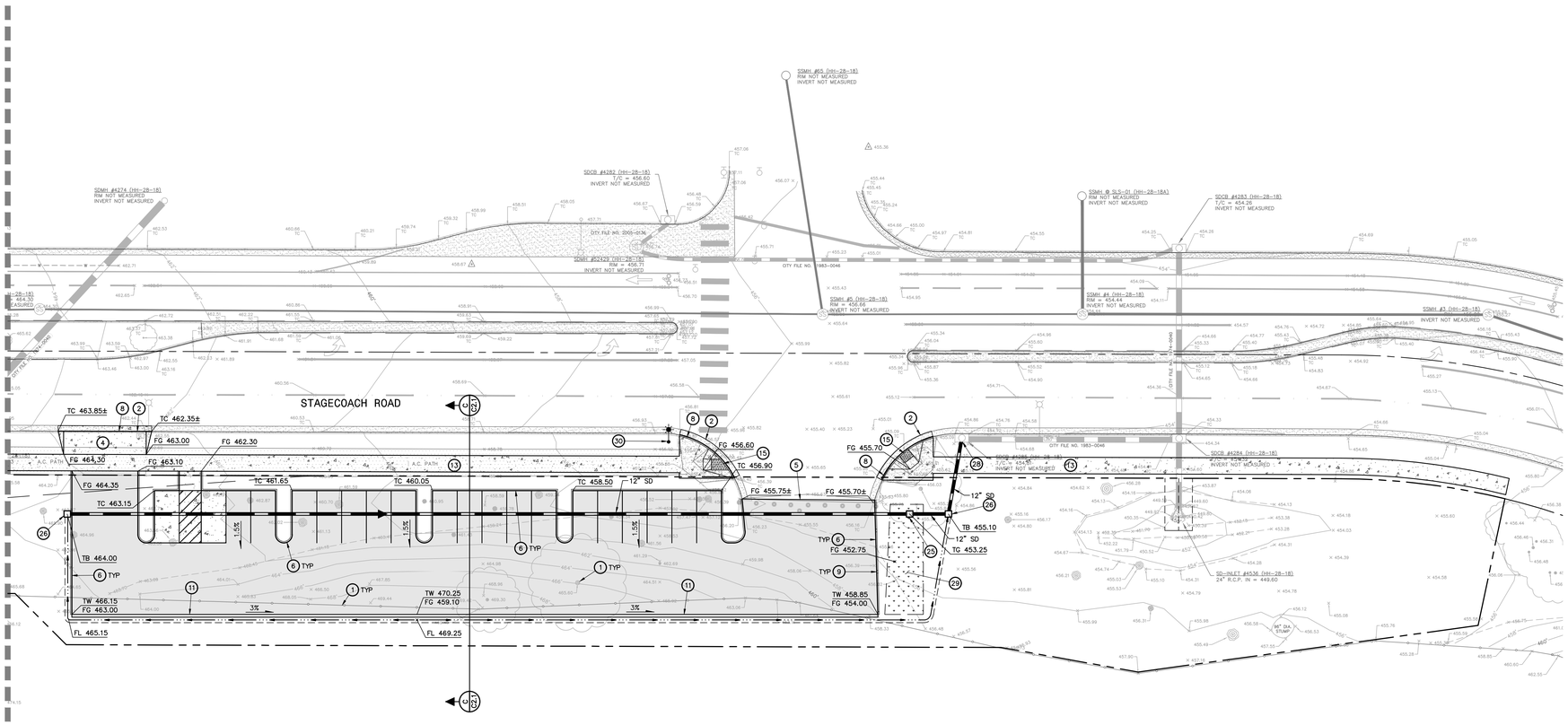
Date: **3 FEBRUARY 2021**

Project No. 20201497

C2.0
Drawing No.

If this drawing is not 30" x 42", it is a reduced print - scale accordingly. All rights reserved. Material may not be reproduced in any form without permission from RossDrulisCusenbery Architecture, Inc.

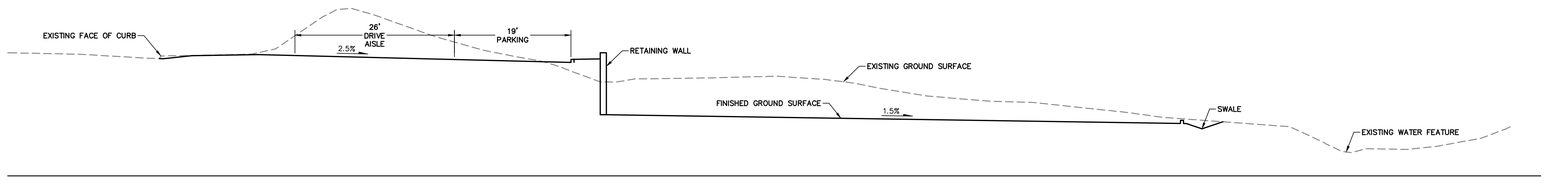
COPYRIGHT © 2021 BKF ENGINEERS



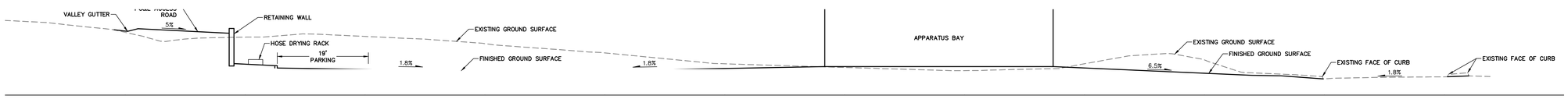
MATCHLINE - SEE SHEET C2.0

KEYNOTES:

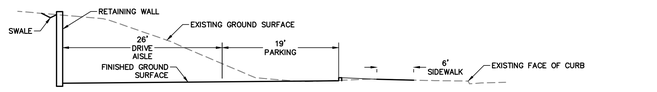
1. EXISTING MATERIAL OR FEATURE WILL BE REMOVED WITH THIS DEVELOPMENT
2. EXISTING CURB AND GUTTER WILL BE REMOVED WHERE SHOWN ON THIS DRAWING
4. DRIVEWAY APRON
5. CONFORM TO EXISTING SURFACE ELEVATION
6. VERTICAL CONCRETE CURB
8. CONCRETE CURB AND GUTTER
9. CURB OPENING
11. RETAINING WALL
13. CONCRETE PEDESTRIAN SIDEWALK
15. PEDESTRIAN CURB RAMP AND DETECTABLE WARNING SURFACE
25. STORM DRAIN GRATE INLET
26. STORM DRAIN DROP INLET
28. STORM DRAIN CONNECTION TO EXISTING CATCH BASIN
29. STORMWATER BIORETENTION BASIN
30. STREET LIGHT



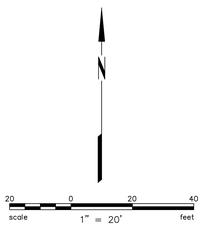
A CROSS SECTION A
NO SCALE



B CROSS SECTION B
NO SCALE



C CROSS SECTION C
NO SCALE



Preliminary Design. Not For Construction Purposes.

RossDrulisCusenbery
18294
Sonoma Highway
Sonoma
CA 95476
TEL 707 996 8448
FAX 707 996 8542
ARCHITECTURE

BKF
255 SHORELINE DRIVE
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
www.bkf.com

PRELIMINARY
NOT FOR CONSTRUCTION
DATE: 02/03/2021
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

SANTA ROSA FIRE STATION 5

1400 FOUNTAINGROVE PARKWAY SANTA ROSA, CA

REVISIONS

No.	Description	Date

CEQA/NEPA DESIGN SET

Sheet Title

GRADING PLAN

Drawn By: BTL Checked By: BD

Scale: As Shown

Date: 3 FEBRUARY 2021

Project No. 20201497

C2.1

Drawing No.

If this drawing is not 30" x 42", it is a reduced print - scale accordingly. All rights reserved. Material may not be reproduced in any form without permission from RossDrulisCusenbery Architecture, Inc.

Plot Feb 03, 2021 at 3:56pm

201497_LMP.dwg

COPYRIGHT © 2021 BKF ENGINEERS

THE FOUNTAINGROVE CLUB

STAGECOACH ROAD

FOUNTAINGROVE PARKWAY

SYMBOLS & LEGEND

TYPE 1 FIRE ENGINE TURNING TEMPLATE

N

20 0 20 40
scale 1" = 20' feet

Preliminary Design. Not For Construction Purposes.

201497_JMP.dwg COPYRIGHT © 2021 BKF ENGINEERS

Plot Feb 03, 2021 at 4:16pm

RossDrulisCusenbery
18294
Sonoma Highway
Sonoma
CA 95476
TEL 707 996 8448
FAX 707 996 8542
ARCHITECTURE

BKF
255 SHORELINE DRIVE
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
www.bkf.com

PRELIMINARY
NOT FOR CONSTRUCTION
DATE: 02/03/2021

SANTA ROSA FIRE STATION 5

1400 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA

REVISIONS

No.	Description	Date

CEQA/NEPA DESIGN SET

Sheet Title

TRUCK TURNING MOVEMENTS

Drawn By: BTL Checked By: BD

Scale: As Shown

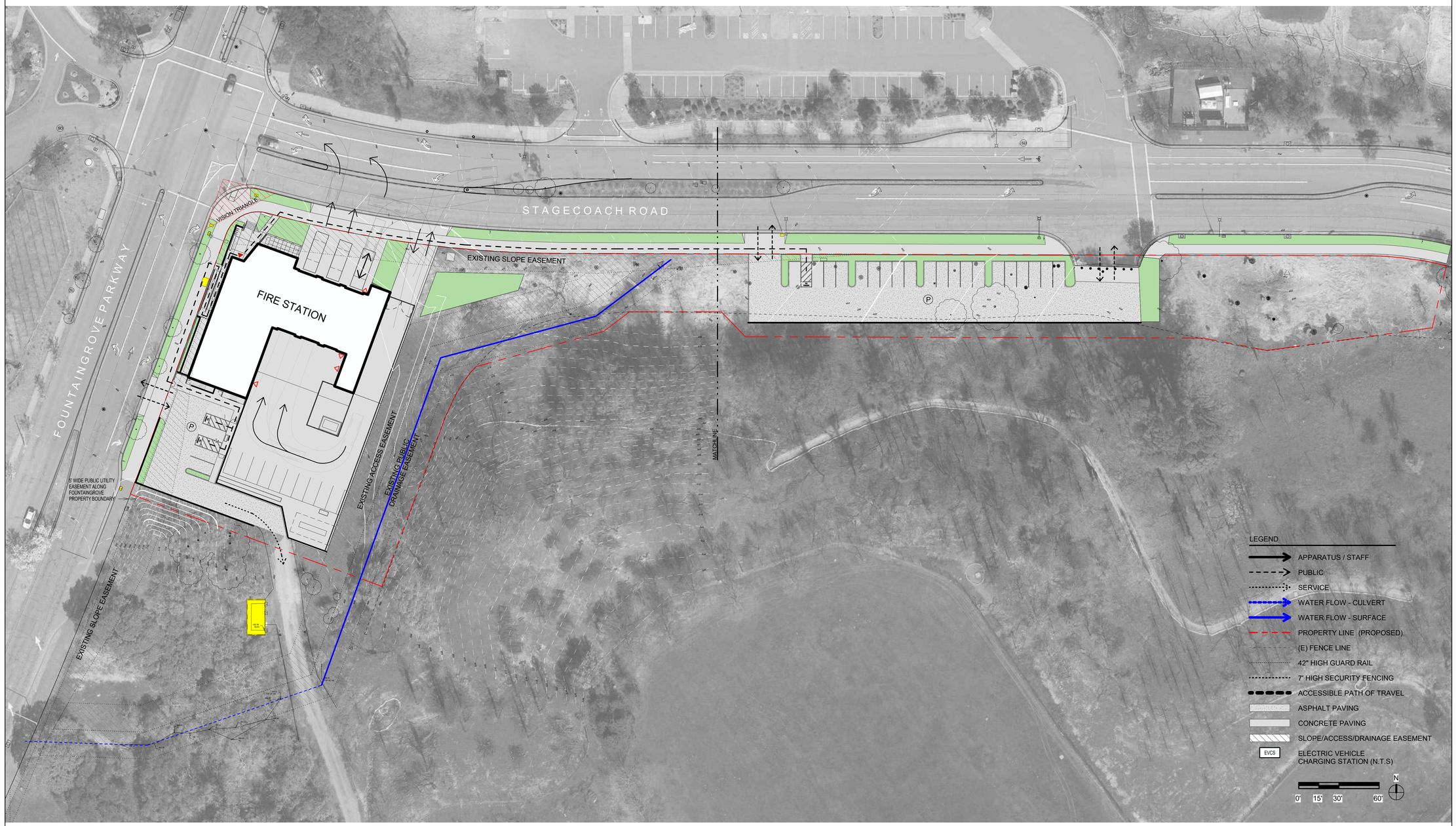
Date: 3 FEBRUARY 2021

Project No. 20201497

C4.0

Drawing No.

If this drawing is not 30" x 42", it is a reduced print - scale accordingly. All rights reserved. Material may not be reproduced in any form without permission from RossDrulisCusenbery Architecture, Inc.



1 OVERALL SITE PLAN
1" = 30'-0"

Preliminary Design. Not For Construction Purposes.

RossDrulisCusenbery
ARCHITECTURE
18294
Sonoma Highway
Sonoma
CA 95476
TEL 707 996 8448
FAX 707 996 8542

SANTA ROSA FIRE STATION 5

**1400 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA**

REVISIONS

No.	Description	Date

ARCHITECTURE & ENGINEERING DESIGN SUBMITTAL

Sheet Title

OVERALL SITE PLAN

Drawn By Author | Checked By Checker

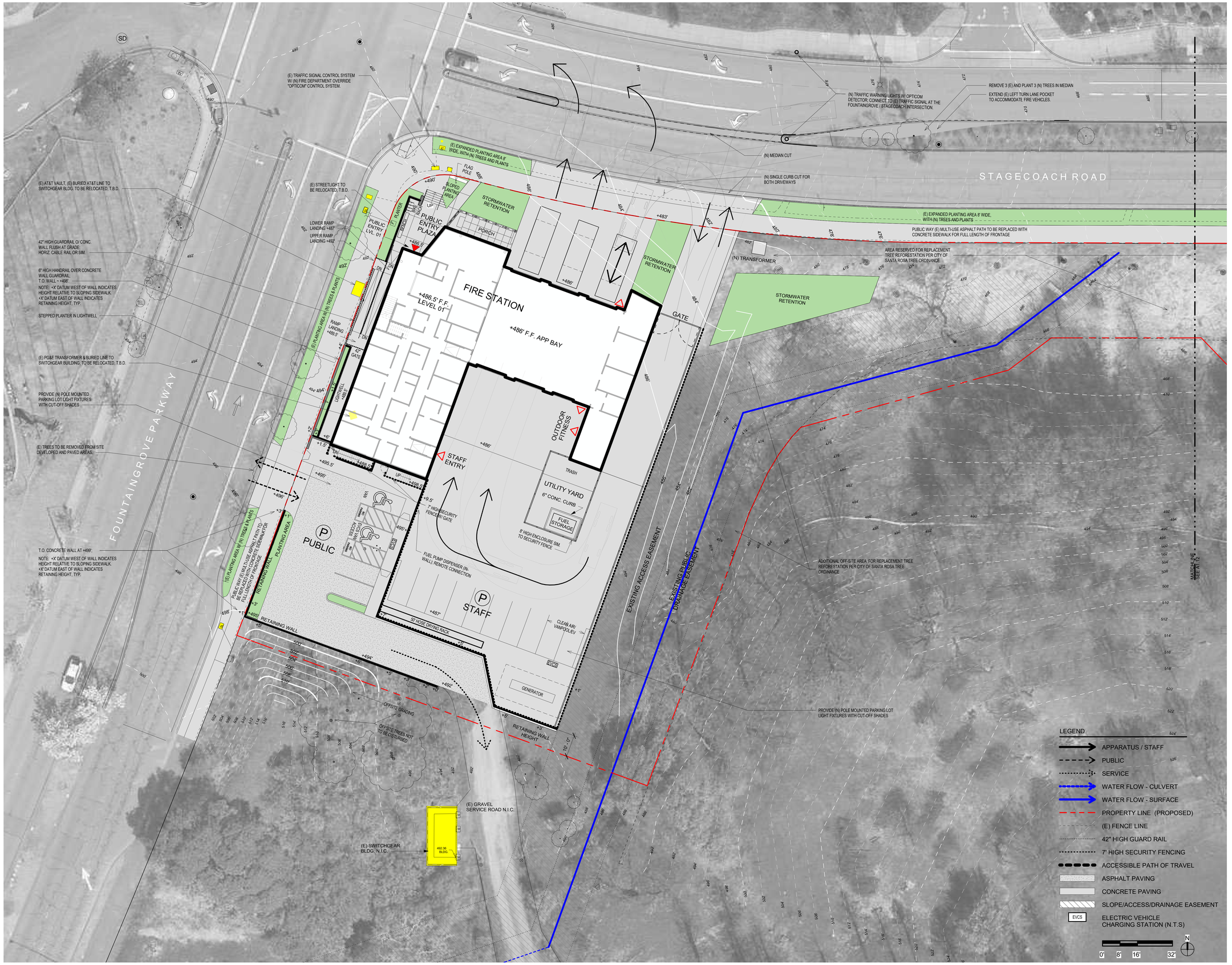
Scale:
As indicated

Date:
16 FEBRUARY 2021

Project No. Project Number

A1.10
Drawing No.

If this drawing is not 30" x 42", it is a reduced print - scale accordingly. All rights reserved. Material may not be reproduced in any form without permission from RossDrulisCusenbery Architecture, Inc.



1 SITE PLAN - WEST
1/16" = 1'-0"

Preliminary Design. Not For Construction Purposes.

RossDrulisCusenbery
ARCHITECTURE
18294
Sonoma Highway
Sonoma
CA 95476
TEL 707 996 8448
FAX 707 996 8542

SANTA ROSA FIRE STATION 5

1400 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA

REVISIONS

No.	Description	Date

ARCHITECTURE & ENGINEERING DESIGN SUBMITTAL

Sheet Title

SITE PLAN - WEST

Drawn By Author | Checked By Checker

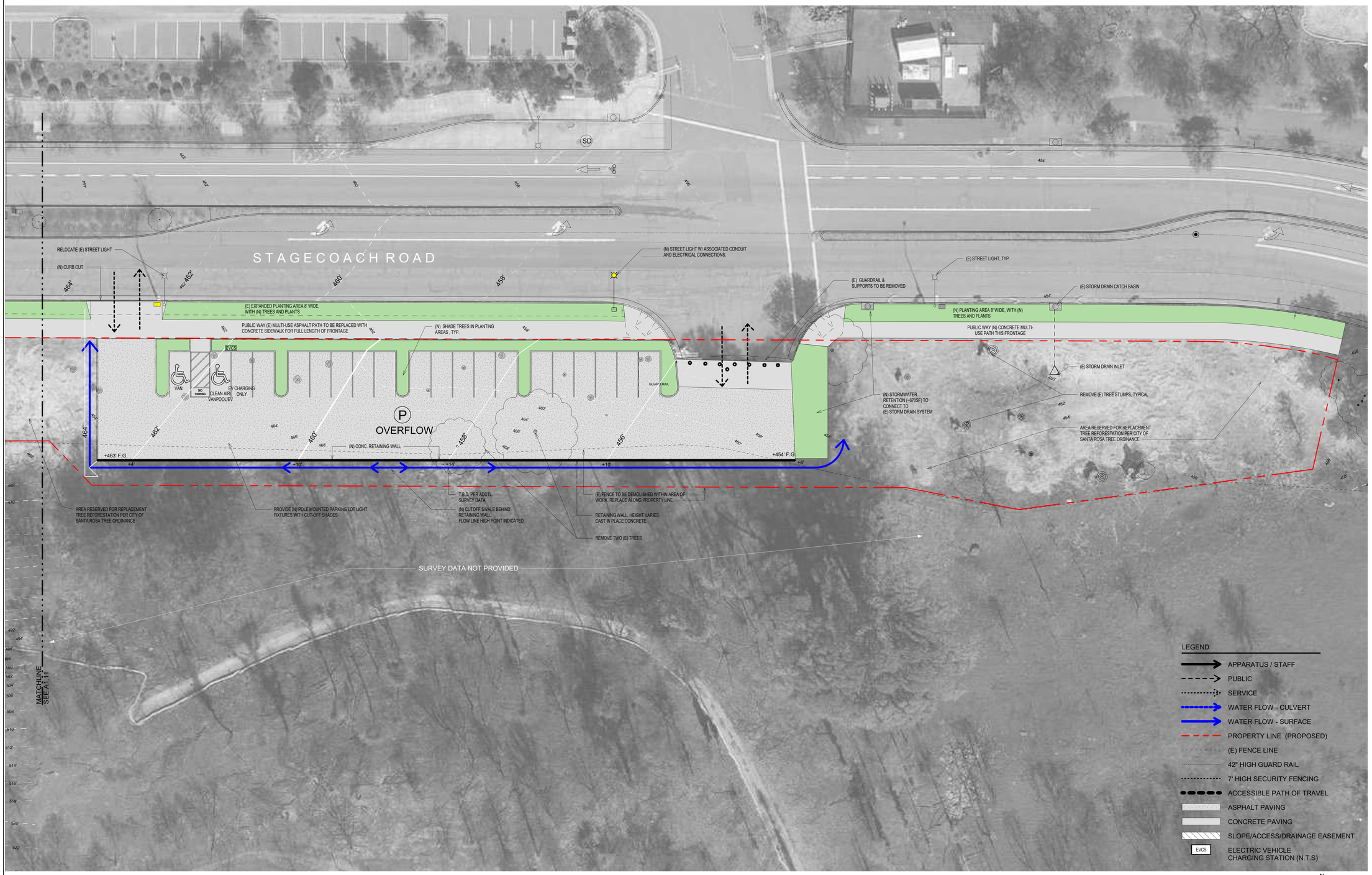
Scale:
As indicated

Date:
16 FEBRUARY 2021

Project No. Project Number

A1.11
Drawing No.

If this drawing is not 30" x 42", it is a reduced print - scale accordingly. All rights reserved. Material may not be reproduced in any form without permission from RossDrulisCusenbery Architecture, Inc.



1 SITE PLAN - EAST
1/16" = 1'-0"

Preliminary Design. Not For Construction Purposes.

RossDrulisCusenbery
ARCHITECTURE
18294
Sonoma Highway
Sonoma
CA 95476
TEL 707 996 8448
FAX 707 996 8542

SANTA ROSA FIRE STATION 5

1400 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA

REVISIONS

No.	Description	Date

ARCHITECTURE & ENGINEERING DESIGN SUBMITTAL

Sheet Title

SITE PLAN - EAST

Drawn By Author | Checked By Checker

Scale:
As indicated

Date:
16 FEBRUARY 2021

Project No. Project Number

A1.12
Drawing No.

If this drawing is not 30" x 42", it is a reduced print - scale accordingly. All rights reserved. Material may not be reproduced in any form without permission from RossDrulisCusenbery Architecture, Inc.



1 LEVEL ONE FLOOR PLAN
1/8" = 1'-0"

GROSS FLOOR AREA

LEVEL 01	8,889sf
LEVEL 02	1,874sf
TOTAL	**10,763sf**

Preliminary Design. Not For Construction Purposes.

RossDrulisCusenbery
ARCHITECTURE
18294
Sonoma Highway
Sonoma
CA 95476
TEL 707 996 8448
FAX 707 996 8542

SANTA ROSA FIRE STATION 5

1400 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA

REVISIONS

No.	Description	Date

ARCHITECTURE & ENGINEERING DESIGN SUBMITTAL

Sheet Title

FIRST FLOOR PLAN

Drawn By Author | Checked By Checker

Scale:
1/8" = 1'-0"

Date:
16 FEBRUARY 2021

Project No. Project Number

A2.10
Drawing No.

If this drawing is not 30" x 42", it is a reduced print - scale accordingly. All rights reserved. Material may not be reproduced in any form without permission from RossDrulisCusenbery Architecture, Inc.



1 LEVEL TWO FLOOR PLAN
1/8" = 1'-0"

GROSS FLOOR AREA

LEVEL 01	8,889sf
LEVEL 02	1,874sf
TOTAL	**10,763sf**

Preliminary Design. Not For Construction Purposes.

RossDrulisCusenbery

18294
Sonoma Highway
Sonoma
CA 95476

TEL 707 996 8448
FAX 707 996 8542

ARCHITECTURE

SANTA ROSA FIRE STATION 5

1400 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA

REVISIONS

No.	Description	Date

ARCHITECTURE & ENGINEERING DESIGN SUBMITTAL

Sheet Title

SECOND FLOOR PLAN

Drawn By Author | Checked By Checker

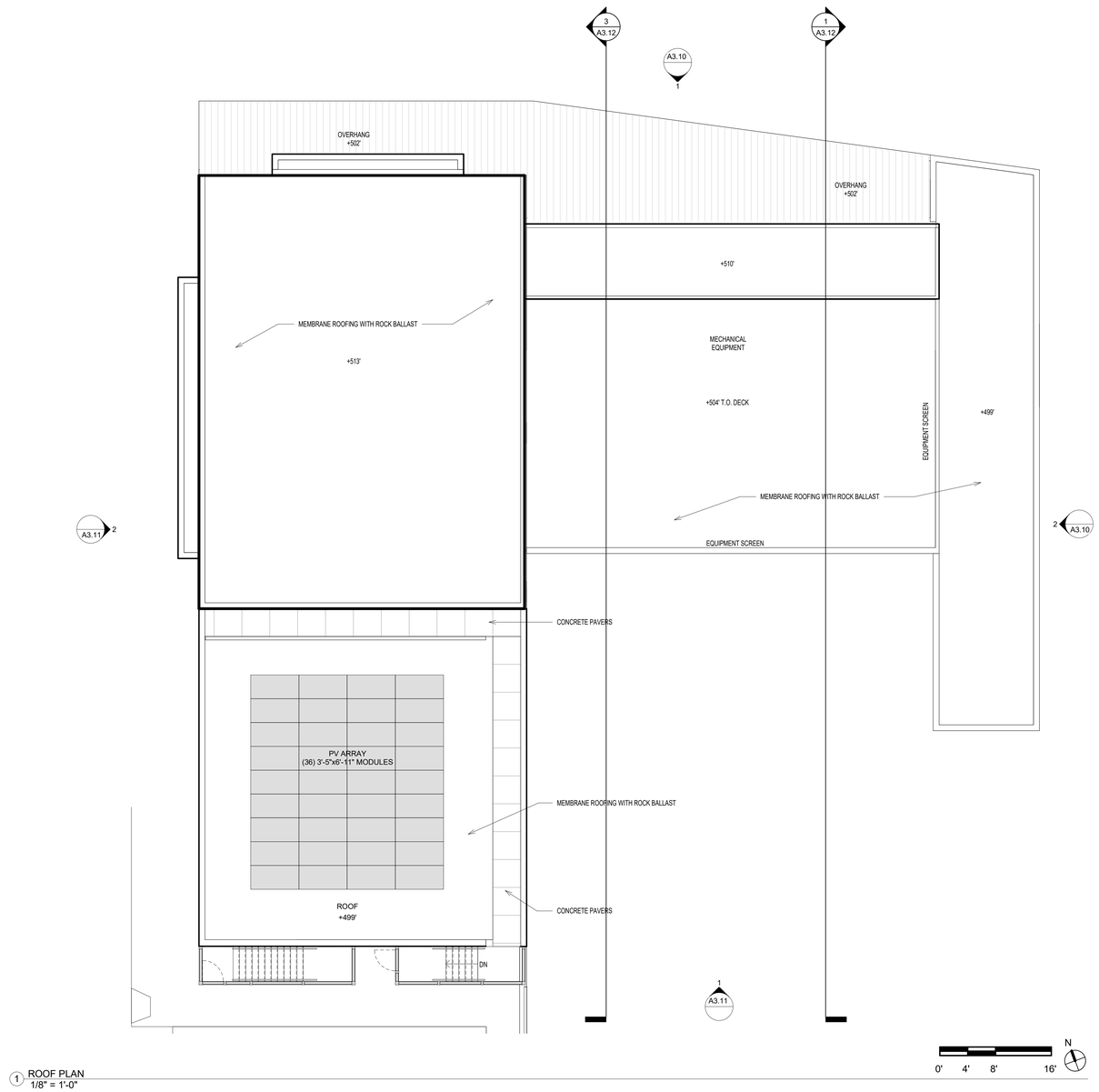
Scale:
1/8" = 1'-0"

Date:
16 FEBRUARY 2021

Project No. Project Number

A2.20
Drawing No.

If this drawing is not 30" x 42", it is a reduced print - scale accordingly. All rights reserved. Material may not be reproduced in any form without permission from RossDrulisCusenbery Architecture, Inc.



1 ROOF PLAN
1/8" = 1'-0"

Preliminary Design. Not For Construction Purposes.

RossDrulisCusenbery

18294
Sonoma Highway
Sonoma
CA 95476

TEL 707 996 8448
FAX 707 996 8542

ARCHITECTURE

SANTA ROSA FIRE STATION 5

1400 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA

REVISIONS

No.	Description	Date

ARCHITECTURE & ENGINEERING DESIGN SUBMITTAL

Sheet Title

ROOF PLAN

Drawn By Author | Checked By Checker

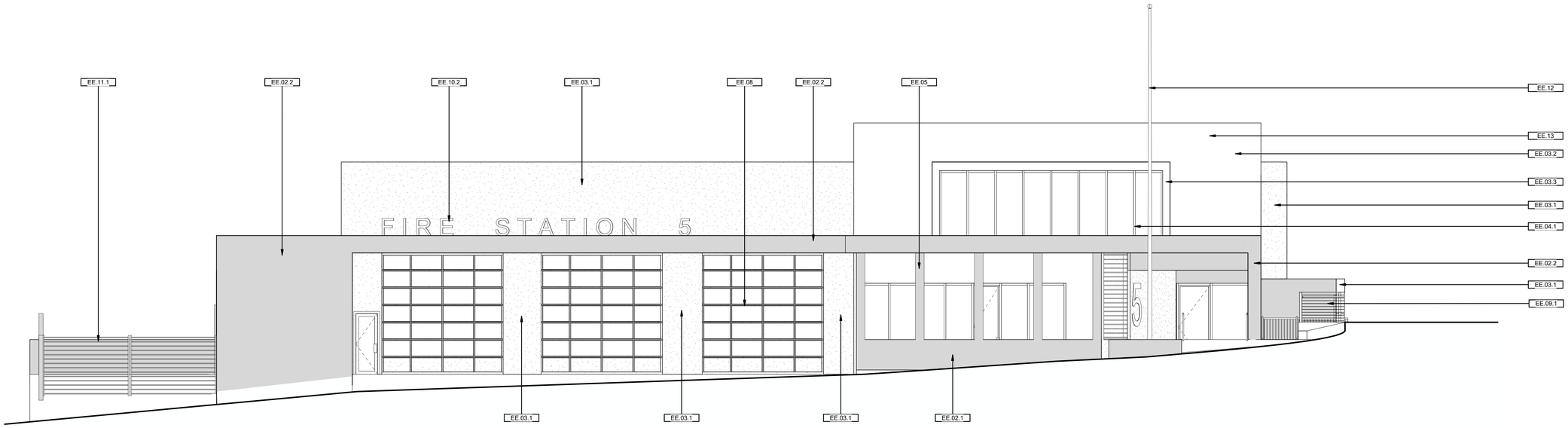
Scale:
1/8" = 1'-0"

Date:
16 FEBRUARY 2021

Project No. Project Number

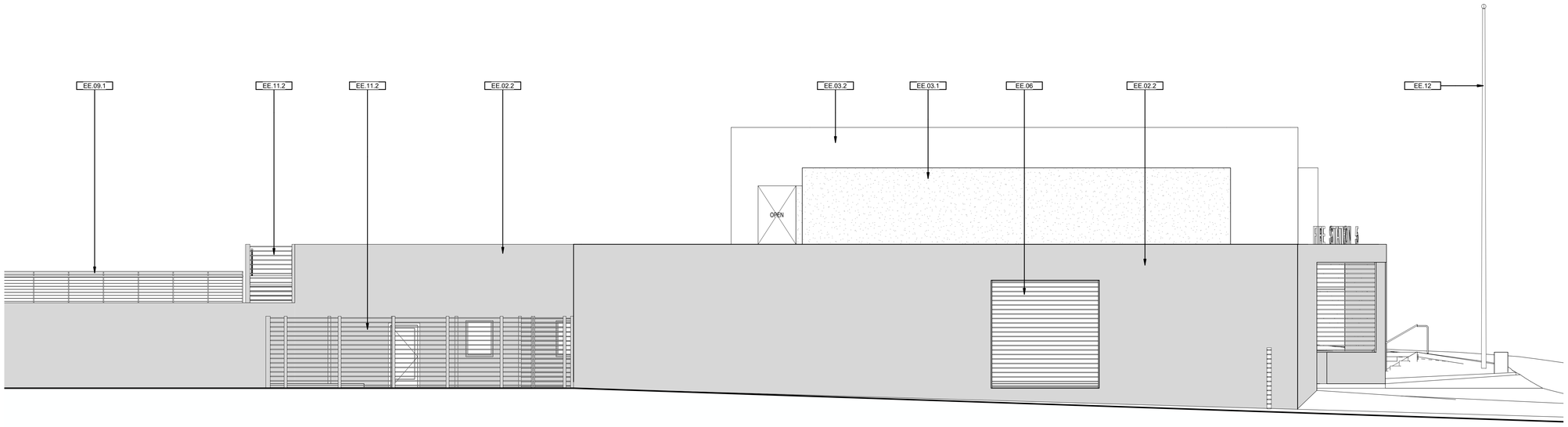
A2.30
Drawing No.

If this drawing is not 30" x 42", it is a reduced print - scale accordingly. All rights reserved. Material may not be reproduced in any form without permission from RossDrulisCusenbery Architecture, Inc.



1 NORTH ELEVATION
3/16" = 1'-0"

0' 6' 12' 20'



2 EAST ELEVATION
3/16" = 1'-0"

0' 6' 12' 20'

KEYNOTES

EE.02.1	HIGH DENSITY FIBERCEMENT PANELS, "SWISSPEARL" OR EQUAL. COST ADD ALT.: FLAGSTONE VENEER
EE.02.2	FIBERCEMENT PANELS, "SWISSPEARL" OR EQUAL FASCIA & SOFFIT
EE.03.1	INTEGRAL COLOR CEMENT PLASTER - COLOR 01 "RED"
EE.03.2	INTEGRAL COLOR CEMENT PLASTER - COLOR 02 "CREAM"
EE.03.3	INTEGRAL COLOR CEMENT PLASTER ALL SIDES OF "BAY" WINDOW
EE.04.1	ALUMINUM STOREFRONT WINDOWS WITH TEMPERED GLASS
EE.05	PAINTED TUBE STEEL FINS
EE.06	POWDER COATED WALL LOUVER SYSTEM: MATCH COLOR OF ADJACENT WALL
EE.08	ALUMINUM ROLL-UP GLAZED APPARATUS BAY DOORS WITH TEMPERED GLASS, MOTOR OPERATED
EE.09.1	STAINLESS STEEL CABLE GUARDRAIL SYSTEM ALONG SIDEWALK
EE.10.2	SIGNAGE, PAINTED WALL MOUNTED DIMENSIONAL INDIVIDUAL LETTERS
EE.11.1	SITE SECURITY FENCING & GATE - ORSOGRIL "TALIA LOUVER PANEL"
EE.11.2	UTILITY YARD SITE SECURITY FENCING & GATE - ORSOGRIL "TALIA LOUVER PANEL"
EE.12	ALUMINUM TAPERED FLAGPOLE WITH INTERNAL HALYARD AND BALL FINIAL
EE.13	ELECTRONIC PUBLIC EMERGENCY NOTIFICATION SIGN TO BE LOCATED ON THIS BUILDING ELEVATION. TYPE, SIZE, AND LOCATION T.B.D.

Preliminary Design. Not For Construction Purposes.

RossDrulisCusenbery
18294
Sonoma Highway
Sonoma
CA 95476
TEL 707 996 8448
FAX 707 996 8542
ARCHITECTURE

SANTA ROSA FIRE STATION 5

**1400 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA**

REVISIONS

No.	Description	Date

ARCHITECTURE & ENGINEERING DESIGN SUBMITTAL

Sheet Title

EXTERIOR ELEVATIONS

Drawn By Author | Checked By Checker

Scale:
3/16" = 1'-0"

Date:
16 FEBRUARY 2021

Project No. Project Number

A3.10
Drawing No.

If this drawing is not 30" x 42", it is a reduced print - scale accordingly. All rights reserved. Material may not be reproduced in any form without permission from RossDrulisCusenbery Architecture, Inc.



1 NORTH ELEVATION
3/32" = 1'-0"

0' 6' 12' 20'



2 EAST ELEVATION
3/32" = 1'-0"

0' 6' 12' 20'

Preliminary Design. Not For Construction Purposes.

RossDrulisCusenbery
18294
Sonoma Highway
Sonoma
CA 95476
TEL 707 996 8448
FAX 707 996 8542
ARCHITECTURE

SANTA ROSA FIRE STATION 5

**1400 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA**

REVISIONS

No.	Description	Date

ARCHITECTURE & ENGINEERING DESIGN SUBMITTAL

Sheet Title

EXTERIOR ELEVATIONS

Drawn By Author Checked By Checker

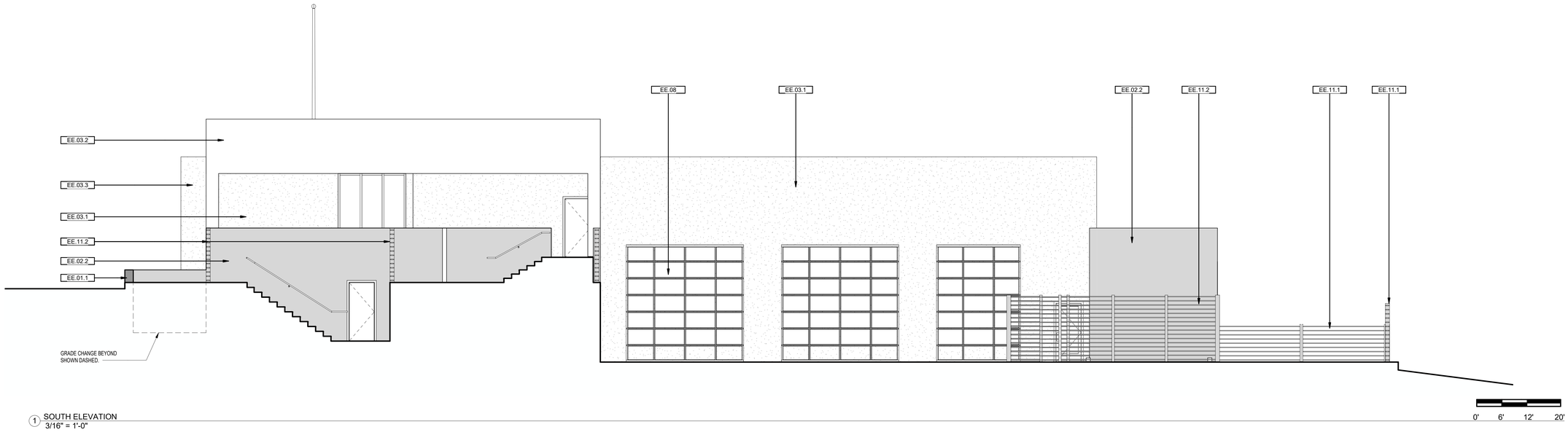
Scale:
3/32" = 1'-0"

Date:
16 FEBRUARY 2021

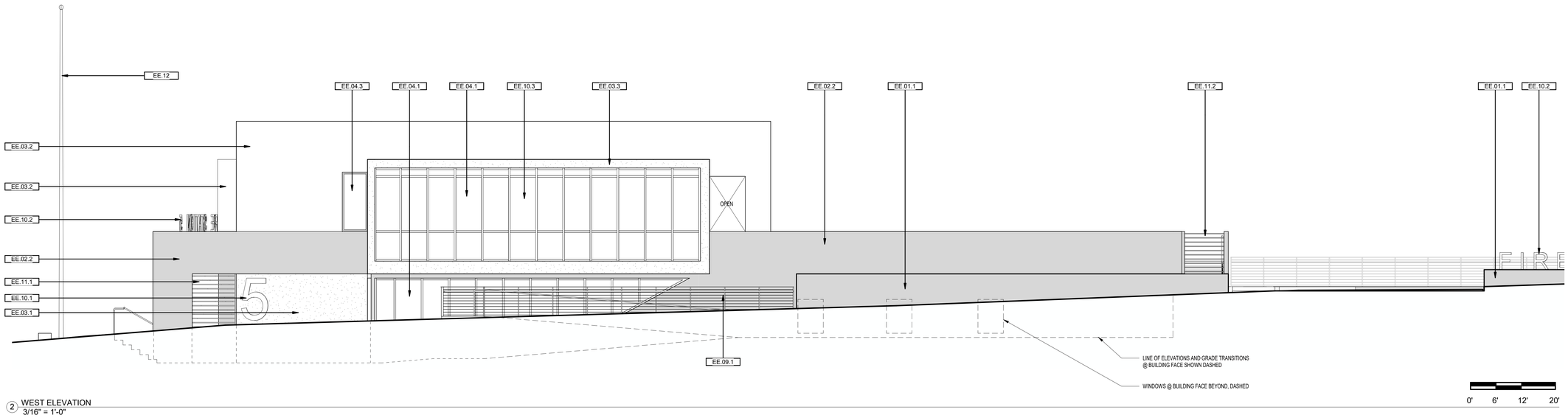
Project No. Project Number

A3.10a
Drawing No.

If this drawing is not 30" x 42", it is a reduced print - scale accordingly. All rights reserved. Material may not be reproduced in any form without permission from RossDrulisCusenbery Architecture, Inc.



1 SOUTH ELEVATION
3/16" = 1'-0"



2 WEST ELEVATION
3/16" = 1'-0"

KEYNOTES

EE.01.1	COLORED CAST IN PLACE CONCRETE SITE WALL. COST ADD ALT.: STANDARD CONCRETE WITH FLAGSTONE VENEER ALL EXPOSED SIDES
EE.02.2	FIBERCEMENT PANELS, "SWISSPEARL" OR EQUAL FASCIA & SOFFIT
EE.03.1	INTEGRAL COLOR CEMENT PLASTER - COLOR 01 "RED"
EE.03.2	INTEGRAL COLOR CEMENT PLASTER - COLOR 02 "CREAM"
EE.03.3	INTEGRAL COLOR CEMENT PLASTER ALL SIDES OF "BAY" WINDOW
EE.04.1	ALUMINUM STOREFRONT WINDOWS WITH TEMPERED GLASS
EE.04.3	ALUMINUM WINDOW WITH TEMPERED GLASS
EE.08	ALUMINUM ROLL-UP GLAZED APPARATUS BAY DOORS WITH TEMPERED GLASS, MOTOR OPERATED
EE.09.1	STAINLESS STEEL CABLE GUARDRAIL SYSTEM ALONG SIDEWALK
EE.10.1	SUPER GRAPHIC SIGNAGE ON WALL
EE.10.2	SIGNAGE, PAINTED WALL MOUNTED DIMENSIONAL INDIVIDUAL LETTERS
EE.10.3	SIGNAGE, ETCHED GLASS SUPER GRAPHIC OF SANTA ROSA FIRE DEPARTMENT LOGO INTEGRAL WITH CURTAIN WALL GLAZING
EE.11.1	SITE SECURITY FENCING & GATE - ORSOGRIL "TALIA LOUVER PANEL"
EE.11.2	UTILITY YARD SITE SECURITY FENCING & GATE - ORSOGRIL "TALIA LOUVER PANEL"
EE.12	ALUMINUM TAPERED FLAGPOLE WITH INTERNAL HALYARD AND BALL FINIAL

Preliminary Design. Not For Construction Purposes.

RossDrulisCusenbery
18294
Sonoma Highway
Sonoma
CA 95476
TEL 707 996 8448
FAX 707 996 8542
ARCHITECTURE

SANTA ROSA FIRE STATION 5

**1400 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA**

REVISIONS

No.	Description	Date

ARCHITECTURE & ENGINEERING DESIGN SUBMITTAL

Sheet Title

EXTERIOR ELEVATIONS

Drawn By Author | Checked By Checker

Scale:
3/16" = 1'-0"

Date:
16 FEBRUARY 2021

Project No. Project Number

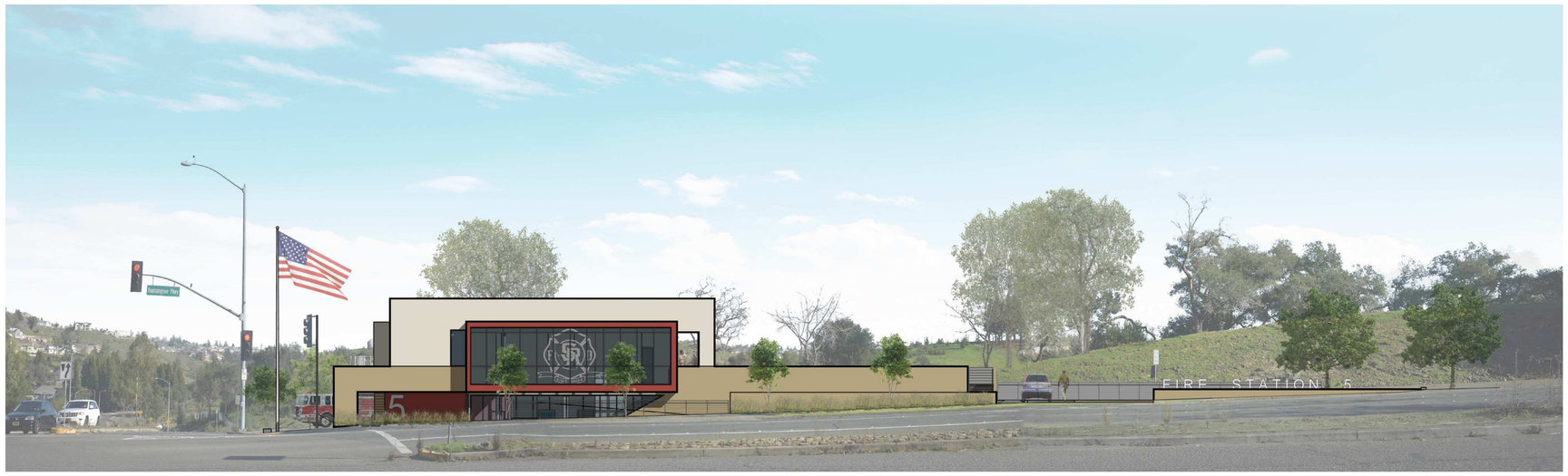
A3.11
Drawing No.

If this drawing is not 30" x 42", it is a reduced print - scale accordingly. All rights reserved. Material may not be reproduced in any form without permission from RossDrulisCusenbery Architecture, Inc.



0' 6' 12' 20'

1 SOUTH ELEVATION
3/32" = 1'-0"



0' 6' 12' 20'

2 WEST ELEVATION
3/32" = 1'-0"

Preliminary Design. Not For Construction Purposes.

RossDrulisCusenbery
18294
Sonoma Highway
Sonoma
CA 95476
TEL 707 996 8448
FAX 707 996 8542
ARCHITECTURE

SANTA ROSA FIRE STATION 5

**1400 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA**

REVISIONS

No.	Description	Date

ARCHITECTURE & ENGINEERING DESIGN SUBMITTAL

Sheet Title

EXTERIOR ELEVATIONS

Drawn By Author Checked By Checker

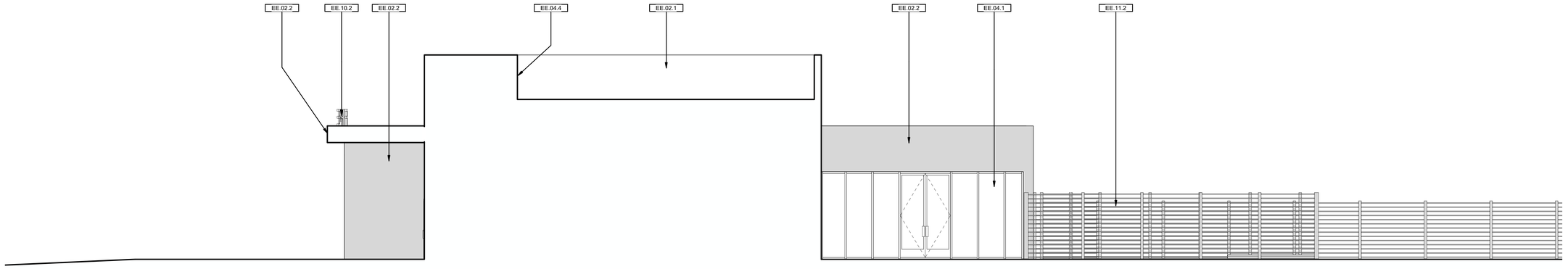
Scale:
3/32" = 1'-0"

Date:
16 FEBRUARY 2021

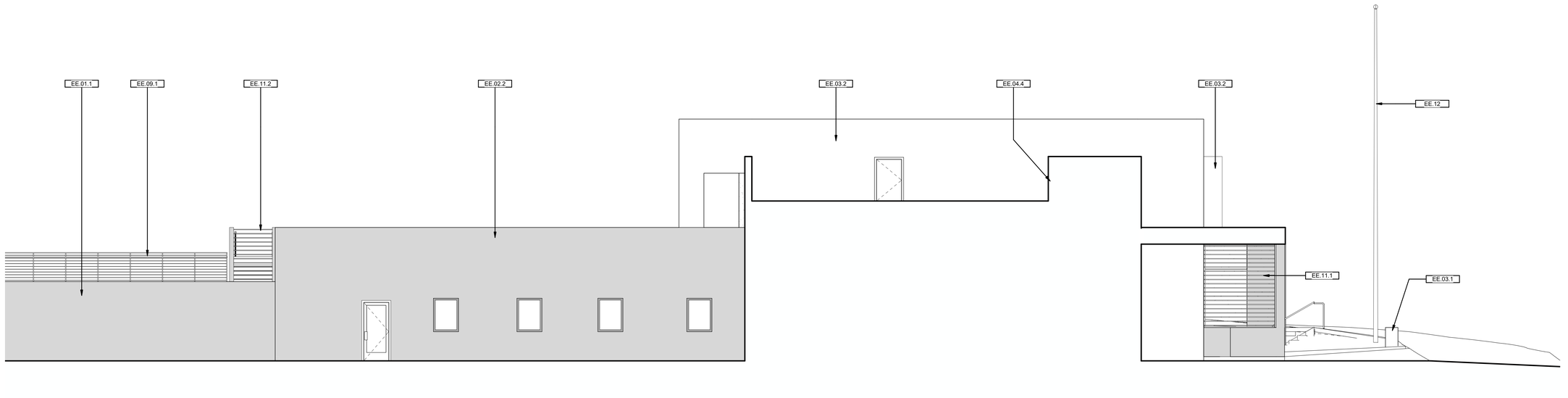
Project No. Project Number

A3.11a
Drawing No.

If this drawing is not 30" x 42", it is a reduced print - scale accordingly. All rights reserved. Material may not be reproduced in any form without permission from RossDrulisCusenbery Architecture, Inc.



1 WEST ELEVATION 2
3/16" = 1'-0"



3 EAST ELEVATION 2
3/16" = 1'-0"

0' 6' 12' 20'

KEYNOTES

EE.01.1	COLORED CAST IN PLACE CONCRETE SITE WALL. COST ADD ALT.: STANDARD CONCRETE WITH FLAGSTONE VENEER ALL EXPOSED SIDES
EE.02.1	HIGH DENSITY FIBERCEMENT PANELS, "SWISSPEARL" OR EQUAL. COST ADD ALT.: FLAGSTONE VENEER
EE.02.2	FIBERCEMENT PANELS, "SWISSPEARL" OR EQUAL FASCIA & SOFFIT
EE.03.1	INTEGRAL COLOR CEMENT PLASTER - COLOR 01 "RED"
EE.03.2	INTEGRAL COLOR CEMENT PLASTER - COLOR 02 "CREAM"
EE.04.1	ALUMINUM STOREFRONT WINDOWS WITH TEMPERED GLASS
EE.04.4	ALUMINUM FRAME TEMPERED GLASS CLERESTORY WINDOW AT ROOF
EE.09.1	STAINLESS STEEL CABLE GUARDRAIL SYSTEM ALONG SIDEWALK
EE.10.2	SIGNAGE, PAINTED WALL MOUNTED DIMENSIONAL INDIVIDUAL LETTERS
EE.11.1	SITE SECURITY FENCING & GATE - ORSOGRIL "TALIA LOUVER PANEL"
EE.11.2	UTILITY YARD SITE SECURITY FENCING & GATE - ORSOGRIL "TALIA LOUVER PANEL"
EE.12	ALUMINUM TAPERED FLAGPOLE WITH INTERNAL HALYARD AND BALL FINIAL

Preliminary Design. Not For Construction Purposes.

RossDrulisCusenbery
18294
Sonoma Highway
Sonoma
CA 95476
TEL 707 996 8448
FAX 707 996 8542
ARCHITECTURE

SANTA ROSA FIRE STATION 5

1400 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA

REVISIONS

No.	Description	Date

ARCHITECTURE & ENGINEERING DESIGN SUBMITTAL

Sheet Title

EXTERIOR ELEVATIONS

Drawn By Author | Checked By Checker

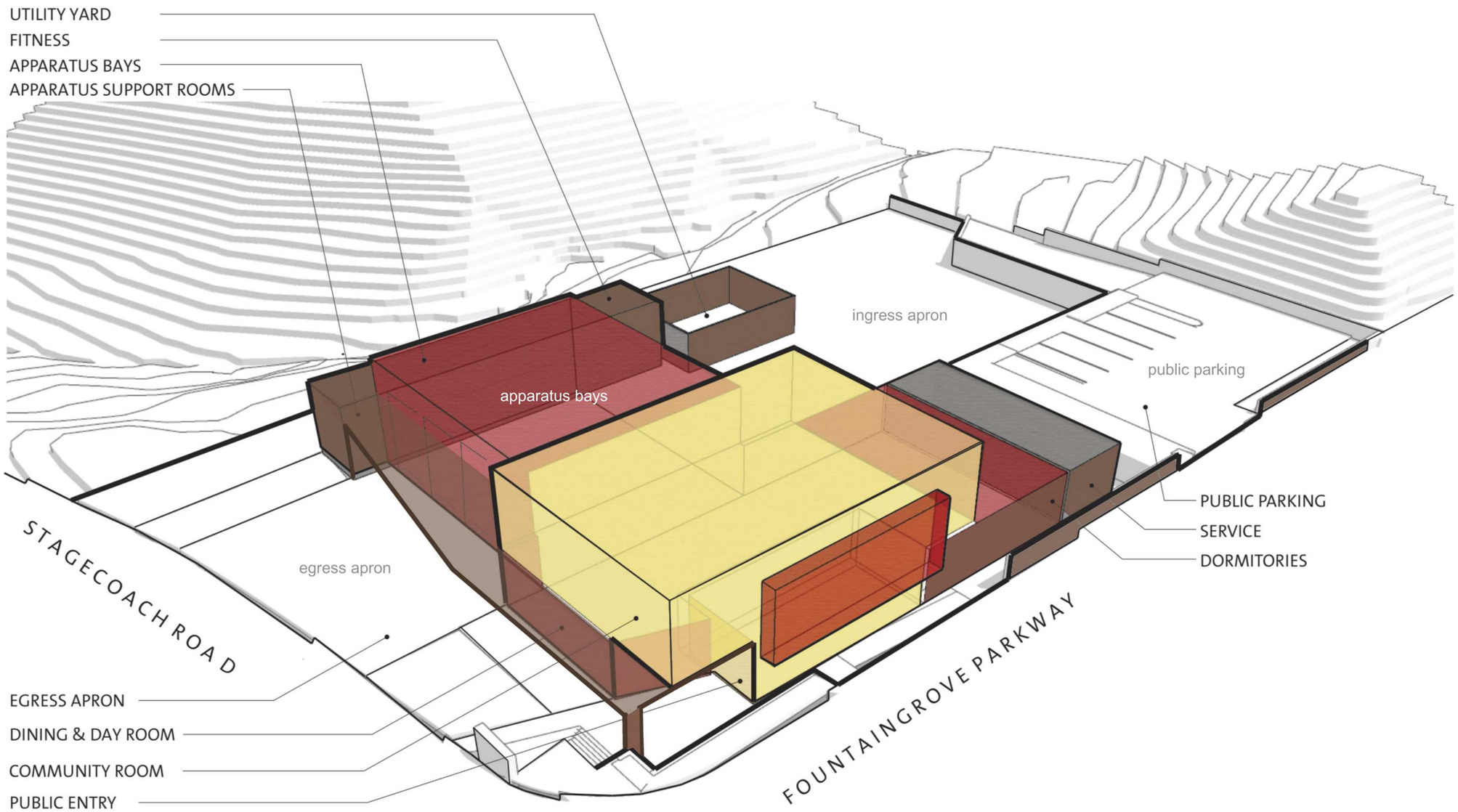
Scale:
3/16" = 1'-0"

Date:
16 FEBRUARY 2021

Project No. Project Number

A3.12
Drawing No.

If this drawing is not 30" x 42", it is a reduced print - scale accordingly. All rights reserved. Material may not be reproduced in any form without permission from RossDrulisCusenbery Architecture, Inc.



Preliminary Design. Not For Construction Purposes.

RossDrulisCusenbery
18294
Sonoma Highway
Sonoma
CA 95476
TEL 707 996 8448
FAX 707 996 8542
ARCHITECTURE

SANTA ROSA FIRE STATION 5

1400 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA

REVISIONS

No.	Description	Date

ARCHITECTURE & ENGINEERING DESIGN SUBMITTAL

Sheet Title

3D PROGRAM DIAGRAM

Drawn By Author | Checked By Checker

Scale:

Date:
16 FEBRUARY 2021

Project No. Project Number

A3.20
Drawing No.

If this drawing is not 30" x 42", it is a reduced print - scale accordingly. All rights reserved. Material may not be reproduced in any form without permission from RossDrulisCusenbery Architecture, Inc.

ATTACHMENT C
Bridging Document

MITIGATION MONITORING AND REPORTING PROGRAM

ATTACHMENT C

Mitigation Monitoring and Reporting Program
Permanent Fire Station 5 Rebuild Project
Initial Study/Mitigated Negative Declaration

December 2, 2021

Public Resources Code Section 21081.6 requires the implementation of mitigation measures identified in environmental review documents prepared in accordance with CEQA after a project is approved. Thus, this Mitigation Monitoring and Reporting Program (MMRP) has been prepared to ensure compliance with the adopted mitigation measures for the Permanent Fire Station 5 Rebuild Initial Study/Mitigated Negative Declaration.

The City of Santa Rosa is the agency responsible for implementation of the mitigation measures identified in the Initial Study/Mitigated Negative Declaration. This MMRP provides the City with a convenient mechanism for quickly reviewing all the mitigation measures including the ability to focus on select information such as timing. The MMRP identifies the timeframe in which the required mitigation measure must be monitored and the monitoring/enforcement agency.

This page intentionally blank

Mitigation Measure	Time Frame/ Monitoring Milestone	Enforcement Agency	Implemented? (Date, Signature, Notes)
AIR QUALITY			
Mitigation Measure AIR-1: To reduce fugitive dust that would be generated during project construction activities, the City and/or its designated contractors, contractor's representatives, or other appropriate personnel to implement the following BAAQMD basic dust control measures. • Water all exposed surfaces (e.g., staging areas, soil piles, graded areas, and unpaved access roads) two times per day during construction and adequately wet demolition surfaces to limit visible dust emissions. • Cover all haul trucks transporting soil, sand, or other loose materials off the project site. • Use wet power vacuum street sweepers at least once per day to remove all visible mud or dirt track-out onto adjacent public roads (dry power sweeping is prohibited) during construction of the proposed project. • Vehicle speeds on unpaved roads/areas shall not exceed 15 miles per hour. • Complete all areas to be paved as soon as possible and lay building pads as soon as possible after grading unless seeding or soil binders are used. • Minimize idling time of diesel-powered construction equipment to five minutes and post signs reminding workers of this idling restriction at access points and equipment staging areas during construction of the proposed project. • Maintain and properly tune all construction equipment in accordance with manufacturer's specifications and have a CARB-certified visible emissions evaluator check equipment prior to use at the site. • Post a publicly visible sign with the name and telephone number of the construction contractor and City staff person to contact regarding dust complaints. This person shall respond and take corrective action within 48 hours. The publicly visible sign shall also include the contact phone number for the BAAQMD to ensure compliance with applicable regulations.	During construction activities	Bay Area Air Quality Management District	

Mitigation Measure	Time Frame/ Monitoring Milestone	Enforcement Agency	Implemented? (Date, Signature, Notes)
BIOLOGICAL RESOURCES			
Mitigation Measure BIO-1: Employee Education Program. An employee education program shall be conducted, consisting of a brief presentation to explain biological resources concerns to contractors, their employees, and any other personnel involved in construction of the project. The program shall include the following: a description of relevant special-status species and nesting birds along with their habitat needs as they pertain to the project; a report of the occurrence of these species in the vicinity of the project site, as applicable; an explanation of the status of these species and their protection under the federal and state regulations; a list of measures being taken to reduce potential impacts to natural resources, including environmentally sensitive habitats, during project construction and implementation; and instructions if a special-status species is found onsite. A fact sheet conveying this information shall be prepared for distribution to the above-mentioned people and anyone else who may enter the project site. Upon completion of training, employees shall sign a form stating that they attended the training and agree to the conservation and protection measures.	Prior to issuance of grading permits. Submission of report following completion of monitoring.	Transportation and Public Works Department Water Department	
Mitigation Measure BIO-2: Pre-Construction Survey for Nesting Birds. To avoid impacts to nesting birds and violation of state and federal laws pertaining to birds, all construction-related activities (including but not limited to mobilization and staging, clearing, grubbing, vegetation removal, fence installation, demolition, and grading) should occur outside the avian nesting season (that is, prior to February 1 or after September 15). If construction and construction noise occurs within the avian nesting season (from February 1 to September 15), all suitable habitats located within the project's area of disturbance including staging and storage areas plus a 250-foot (passerines) and 1,000-foot (raptor nests) buffer around these areas shall be thoroughly surveyed, as feasible, for the presence of active nests by a qualified biologist no more than five days before commencement of any site disturbance activities and equipment mobilization. If project activities are delayed by more than five days, an additional nesting bird survey shall be performed. Active nesting is present if a bird is building a nest, sitting in a nest, a nest has eggs or chicks in it, or adults are observed carrying food to the nest. The results of the surveys shall be documented. If pre-construction nesting bird surveys result in the location of active	Prior to issuance of construction permits, removal of trees, and initiation of construction.	Transportation and Public Works Department Water Department	

Mitigation Measure	Time Frame/ Monitoring Milestone	Enforcement Agency	Implemented? (Date, Signature, Notes)
nests, no site disturbance and mobilization of heavy equipment (including but not limited to equipment staging, fence installation, clearing, grubbing, vegetation removal, fence installation, demolition, and grading), shall take place within 250 feet of non-raptor nests and 1,000 feet of raptor nests, or as determined by a qualified biologist in consultation with the CDFW, as appropriate, until the chicks have fledged. Monitoring shall be required to ensure compliance with relevant California Fish and Game Code requirements. Monitoring dates and findings shall be documented.			
Mitigation Measure BIO-3: General Environmental Protections During Project Construction. (Also see Mitigation Measure GEO-3) • During construction staging, travel and parking of vehicles and equipment shall be limited to pavement, existing roads, and previously disturbed areas. Ground disturbance and vegetation removal shall not exceed the minimum amount necessary to complete work at the site. • Temporary work areas shall be restored with respect to pre-existing contours and conditions upon completion of work. The need for restoration work including re-vegetation and soil stabilization shall be evaluated upon completion of work and performed as needed. a) The potential for adverse effects to water quality in aquatic habitat within the project site shall be avoided by implementing Best Management Practices (BMPs), and the project shall require a Stormwater Pollution and Prevention Plan (SWPPP) for construction. These BMPs shall be used to minimize any erosion or other sources of water pollution during construction. These suggested BMPs shall be coordinated with standard CASQA regulations required under City of Santa Rosa construction contracts, as administered by, and at the discretion of the City. Store, handle, and dispose of construction materials and wastes properly to prevent their contact with stormwater. b) Control and prevent the discharge of all potential pollutants - including solid wastes, paints, concrete, petroleum products, chemicals, wash water, sediment, and non-stormwater discharges - to storm drains and water courses. c) Avoid cleaning, fueling, or maintaining vehicles on site, except in a designated area in which run-off is contained and treated. d) Perform clearing and earth moving activities during dry weather to the maximum extent practical. e) Delineate clearing limits, easements, setbacks, sensitive or critical	During construction staging and activities. Preparation of an erosion control plan, hazardous spill plan.	Planning and Economic Development Department RWQCB	

Mitigation Measure	Time Frame/ Monitoring Milestone	Enforcement Agency	Implemented? (Date, Signature, Notes)
areas, buffer zones, trees, and discharge courses with field markers. f) Remove spoils promptly and avoid stockpiling fill materials when rain is forecast. If rain threatens, stockpiled soils and other materials shall be covered with a tarp or other waterproof material. g) Limit construction access routes and stabilize designated access points. h) Deposit trash and construction related solid wastes into a covered receptacle to prevent contamination and dispersal by wind. i) Maintain sanitary facilities on the project site at all times. j) Take measures to collect or clean any accumulation or deposit of dirt, mud, sand, rocks, gravel, and debris on the surface of any street, alley, or public place or in public storm drain systems. The removal of aforesaid shall be done by street sweeping or hand sweeping. Water shall not be used to wash sediments into public or private drainage facilities. k) Cease all grading work immediately in the event of rain. l) Prepare and implement an erosion control plan during the wet season (September 15 through April 15). The following measures are suggested to be included in the plan: o During the rainy season, the project site shall be maintained to minimize sediment-laden run-off to any storm drainage system, including existing drainage swales and water courses. o Inlet protection shall be installed to prevent sediment from entering the storm drain system where applicable. o Weed and net/filament free straw rolls shall be placed at the toe of barren slopes and along the down slope perimeter of the project site to capture sediment in storm runoff. • Develop a hazardous spill plan prior to construction. The plan shall describe what actions would be taken in the event of a spill. The plan shall also incorporate preventative measures to be implemented, such as vehicle and equipment staging, cleaning, maintenance, and refueling; and contaminant (including fuel) management and storage. In the event of a contaminant spill, work at the site shall immediately cease until the contractor has contained and mitigated the spill. The contractor shall immediately notify appropriate authorities. Adequate spill containment materials, such as oil diapers and hydrocarbon cleanup kits, shall always be available on site. Containers for storage, transportation, and disposal of contaminated absorbent materials shall be provided at the project site. • A SWPPP that complies with the statewide General Permit administered			

Mitigation Measure	Time Frame/ Monitoring Milestone	Enforcement Agency	Implemented? (Date, Signature, Notes)
by the State Water Board for the National Pollutant Discharge Elimination System shall be developed and implemented to protect the water quality of aquatic habitats that lie in or adjacent to the project site. Appropriate erosion and sediment control and non-sediment pollution control (i.e., sources of pollution generated by construction equipment and material) BMPs shall be prescribed in the SWPPP, and erosion and sediment control material included in the SWPPP shall be certified as weed-free. • After construction is completed, a final cleanup shall include removal of all stakes, temporary fencing, flagging, and other refuse generated by construction.			
Mitigation Measure BIO-4: General Biological Resource Protections During Project Construction. • Tree Protection. Tree protection shall be implemented in compliance with the City's Tree ordinance(s). • Designation of Work Area. Prior to project activities, a qualified biologist shall clearly delineate any vegetation and/or habitat areas to be avoided near planned project work. Any trees to be preserved must have protective fencing installed in accordance with recommendations of a qualified arborist or biologist. • Construction Site Sanitation. Food items may attract wildlife onto the construction site, which would expose them to construction-related hazards. The construction site shall be maintained in a clean condition. All trash (e.g., food scraps, cans, bottles, containers, wrappers, and other discarded items) shall be placed in closed containers and properly disposed of. • Wildlife Entrapment. The contractor shall avoid the use of monofilament netting, including its use in temporary and permanent erosion control materials. All holes greater than one-foot deep must be covered overnight to prevent the entrapment of wildlife. Where holes or trenches cannot be sealed, escape ramps that are no greater than 30 percent slope shall be positioned such that entrapped wildlife shall be able to escape. The escape ramps should be at least one-foot wide and covered/fitted with a material that provides traction. • Species Discovery. If an animal is found at the work site and is believed to be a protected species, work must halt, and the project biologist shall be contacted for guidance. Care must be taken not to harm or harass the species. No wildlife species shall be handled and/or removed from the	Prior to and during construction activities	Planning and Economic Development Department Transportation and Public Works Department	

Mitigation Measure	Time Frame/ Monitoring Milestone	Enforcement Agency	Implemented? (Date, Signature, Notes)
project site by anyone except a qualified biologist.			
CULTURAL RESOURCES			
Mitigation Measure CUL-1: Conduct Archaeological Sensitivity Training for Construction Personnel. A qualified professional archaeologist shall be retained who meets U.S. Secretary of the Interior's Professional Qualifications and Standards to conduct an archaeological sensitivity training for construction personnel prior to commencement of excavation activities. The training session shall be carried out by a cultural resource professional with expertise in archaeology, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards. The City and/or qualified professional archaeologist shall propose a date for scheduling the training at the pre-construction meeting with City staff. The City shall notify the construction personnel at least 48 hours before holding the training and keep a log of all attendees. The training session shall include a handout and shall focus on how to identify archaeological resources that may be encountered during earthmoving activities, the procedures to be followed in such an event; the duties of archaeological monitors; and the general steps a qualified professional archaeologist would follow in conducting a salvage investigation, if one is necessary. The archaeologist shall coordinate with the Federated Indians of Graton Rancheria on the training schedule and content.	Prior to construction activities. Submission of report/agreement following completion of training.	Transportation and Public Works Department City Tribal Liaison Qualified archaeologist	
Mitigation Measure CUL-2: Prepare a Cultural Resources Treatment Plan. Prior to any ground disturbing activities for the proposed project, a qualified archaeologist shall prepare a Cultural Resources Treatment Plan for review by and in consultation with the Federated Indians of Graton Rancheria and approval by the City. The plan shall address the treatment of any discovered resource, along with subsequent laboratory processing and analysis.	Prior to ground disturbing activities. Submission of plan to City and Federated Indians of Graton Rancheria.	Transportation and Public Works Department Planning and Economic Development Department Federated Indians of Graton Rancheria	

Mitigation Measure	Time Frame/ Monitoring Milestone	Enforcement Agency	Implemented? (Date, Signature, Notes)
Mitigation Measure CUL-3: Cease Ground-Disturbing Activities and Implement Treatment Plan if Archaeological Resources Are Encountered. In the event archaeological resources are unearthed during ground-disturbing activities, all ground-disturbing activities within 50 feet of the find shall be halted so that the find can be evaluated. Ground moving activities shall not be allowed to continue until a qualified archaeologist has examined the newly discovered artifact(s) and has evaluated the area of the find. This examination shall be done in coordination with the Tribal Cultural Monitor(s), Tribal Heritage Preservation Officer(s) (THPO). All archaeological resources unearthed by project construction activities shall be evaluated by a qualified professional archaeologist who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards. In the event that the newly discovered artifacts are determined to be prehistoric, the Federated Indians of Graton Rancheria and Lytton Rancheria shall be contacted and consulted. The discovery of prehistoric artifacts shall require that a Tribal Cultural Monitor be present for ground disturbing activities to resume. The specifications for this requirement shall be described in the Cultural Resources Treatment Plan listed in Mitigation Measure CUL-2. A lead agency engages in Consultation with the Local Native American Tribes to identify Tribal Cultural Resources, the significance of Tribal Cultural Resources, and to determine how any resources are to be protected. All Native American artifacts (tribal finds) shall be considered as a significant Tribal Cultural Resource, pursuant to PRC 21074 and the Treatment Plan described in CUL-2 shall be followed if any tribal finds are discovered. If appropriate, the archaeologist and THPO may introduce archaeological and Tribal Cultural monitoring on the site. An archaeological report shall be written detailing all archaeological finds and submitted to the City and the Northwest Information Center This shall be done in consultation with the Tribe's THPO.	During ground disturbing activities	Transportation and Public Works Department Tribal Historic Preservation Officer	
GEOLOGY and SOILS			
Mitigation Measure GEO-1: Compliance with California Building Code (CBC). All construction activities shall meet the CBC regulations as adopted by the City of Santa Rosa. Construction plans shall be subject to	Prior to issuance of grading permits.	Building Division (Planning and Economic Development Department)	

Mitigation Measure	Time Frame/ Monitoring Milestone	Enforcement Agency	Implemented? (Date, Signature, Notes)
review and approval of the City prior to the issuance of grading and building permits, and actual construction shall be subject to inspection by the City.			
Mitigation Measure GEO-2: Submit a Geotechnical Investigation. A registered engineering geologist or geotechnical engineer shall be retained to prepare detailed, construction-level geotechnical investigations, prior to City issuance of grading permits, to guide the construction of all project grading and excavation activities. The detailed, construction-level geotechnical investigations shall be performed for the development site. Subsurface conditions shall be explored, and laboratory tests conducted on selected soil samples to establish parameters for the design of excavations, foundations, shoring, and waterproofing. Recommendations from the investigations shall be incorporated into all plans for project grading, excavation, soil support (both temporary and long-term), and utility construction, to the satisfaction of the City Engineer.	Prior to issuance of building permits.	Building Division (Planning and Economic Development Department)	
Mitigation Measure GEO-3: Erosion and Sediment Control Plan or Stormwater Pollution Prevention Plan. (Also see Mitigation Measure BIO-3) The Contractor or Design Build Entity shall submit an Erosion and Sediment Control Plan, or Stormwater Pollution Prevention Plan (SWPPP) prepared by a registered professional engineer or qualified stormwater pollution prevention plan developer as an integral part of the grading plan. The Plan shall be subject to review and approval of the City prior to the issuance of a grading permit. The Plan shall include all erosion control measures to be used during project construction and operation, including runoff control, sediment control, and pollution control measures for the entire site to prevent discharge of sediment and contaminants into the drainage system. Post-construction measures include maintenance of the bioretention areas, and vegetative landscaping. The Plan shall include the following measures as applicable: a) Throughout the construction process, ground disturbance shall be minimized, and existing vegetation shall be retained to the extent possible to reduce soil erosion. All construction and grading activities, including short-term needs (equipment staging areas, storage areas, and field office locations) shall minimize the amount of land area disturbed. Whenever possible, existing disturbed areas shall be used for such purposes.	Prior to issuance of grading permits. Submission of a SWPPP.	Building Division (Planning and Economic Development Department)	

Mitigation Measure	Time Frame/ Monitoring Milestone	Enforcement Agency	Implemented? (Date, Signature, Notes)
b) All drainage ways, wetland areas, and stream areas shall be protected from silt and sediment in storm runoff using appropriate Best Management Practices (BMPs) such as silt fences, diversion berms, and check dams. Fill slopes shall be stabilized and covered when appropriate. All exposed surface areas shall be mulched and reseeded. All cut and fill slopes shall be protected with hay mulch and/or erosion control blankets, as appropriate. c) During construction, all erosion control measures shall be installed according to the approved plans prior to the onset of the rainy season but no later than October 15. Construction erosion control measures shall remain in place until the end of the rainy season but may not be removed before April 15. The City and/or Design Build Entity shall be responsible for notifying construction contractors about erosion control requirements. d) Example design standards for erosion and sediment control include, but are not limited to, the following: avoiding disturbance in especially erodible areas; minimizing disturbance on slopes; using berms, swales, ditches, vegetative filter strips, and catch basins to prevent the escape of sediment from the site; conducting development in increments; and planting bare soils to restore vegetative cover. e) The City shall also develop an inspection program to evaluate if there is any significant onsite erosion as a result of rainfall. If problems arise at the site after rainfall, the Contractor or Design Build Entity shall enhance methods to manage onsite erosion.			
Mitigation Measure GEO-4: Conduct Paleontological Sensitivity Training for Construction Personnel. A professional paleontologist who meets the qualifications set forth by the Society of Vertebrate Paleontology shall be retained and shall conduct a paleontological sensitivity training for construction personnel prior to commencement of excavation activities. The City and/or qualified professional paleontologist shall propose a date for scheduling the training at the pre-construction meeting with City staff. The City shall notify construction personnel at least 48 hours before holding the training and keep a log of all attendees. The training shall include a handout and focus on how to identify paleontological resources that may be encountered during earthmoving activities and the procedures	Prior to construction activities. Submission of report/agreement following completion of training.	Transportation and Public Works Department	

Mitigation Measure	Time Frame/ Monitoring Milestone	Enforcement Agency	Implemented? (Date, Signature, Notes)
to be followed in such an event, the duties of paleontological monitors, notification, and other procedures to follow upon discovery of resources, and the general steps a qualified professional paleontologist would follow in conducting a salvage investigation if one is necessary.			
Mitigation Measure GEO-5: Cease Ground-Disturbing Activities and Implement Treatment Plan if Paleontological Resources Are Encountered. If paleontological resources are unearthed during ground-disturbing activities, ground-disturbing activities shall be halted or diverted away from the vicinity of the find so that the find can be evaluated. A buffer area of at least 50 feet shall be established around the find where construction activities shall not be allowed to continue until appropriate paleontological treatment plan has been approved by the City. Work shall be allowed to continue outside of the buffer area. The City shall coordinate with a professional paleontologist, who meets the qualifications set forth by the Society of Vertebrate Paleontology, to develop an appropriate treatment plan for the resources. Treatment may include implementation of paleontological salvage excavations to remove the resource, along with subsequent laboratory processing and analysis or preservation in place. At the paleontologist's discretion and to reduce construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing. Paleontological monitoring may be required as part of the treatment plan.	During ground-disturbing activities. Submission of treatment plan if needed.	Transportation and Public Works Department	
HYDROLOGY and WATER QUALITY			
Application of Mitigation Measures **GEO-3**	Stated above	Stated above	
NOISE			
Mitigation Measure NOISE-1: Construction Noise Control Best Management Practices. The City and Design Build Entity shall incorporate the following construction noise best management practices into all applicable project bid, design, and engineering documents: 1) Construction work hours shall be limited to the hours of 7 AM to 7 PM, Monday through Friday, and 8 AM to 6 PM on Saturdays. No construction shall be permitted on Sundays and Federal and state holidays. 2) Heavy equipment engines shall be covered, and exhaust pipes shall include a muffler in good working condition.	Add notes to construction plans – monitor during construction	Transportation and Public Works and Planning and Economic Development Department	

Mitigation Measure	Time Frame/ Monitoring Milestone	Enforcement Agency	Implemented? (Date, Signature, Notes)
3) Stationary equipment such as compressors, generators, and welder machines shall be located as far away from surrounding residential land uses as possible. The project shall connect to existing electrical service at the site to avoid the use of stationary, diesel- or other alternatively-fueled power generators, if feasible. 4) Impact tools such as jack hammers shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. When use of pneumatic tools is unavoidable, it shall be ensured the tool will not exceed a decibel limit of 85 dBA at a distance of 50 feet. Pneumatic tools shall also include a noise suppression device on the compressed air exhaust. 5) No radios or other amplified sound devices shall be audible beyond the property line of the construction site.			
TRANSPORATION and TRAFFIC			
Mitigation Measure TRANS-1: The City and Design Build Entity shall review the detailed design plans for the fire station to ensure consistency with General Plan transportation policies T-J-1, T-J-4, T-K-3, T-K-4, T-L-1, T-L-4, T-L-5, and T-L-8.	Prior to project approval.	Transportation and Public Works Department	
TRIBAL CULTURAL RESOURCES			
Mitigation Measure TCR-1: The Design/Build Entity shall provide a weekly construction update to the Tribal Historic Preservation Officer of the Federal Indians of Graton Rancheria during any ground disturbing activities. This update shall include a photo log of the construction.	Weekly during ground disturbing activities.	Transportation and Public Works Department	
Mitigation Measure TCR-2: An archaeologist on the Federated Indians of Graton Rancheria's preferred list shall be retained to provide spot monitoring of ground disturbing activities.	During ground disturbing activities.	Transportation and Public Works Department	
Application of Mitigation Measures **CUL-1** through **CUL-3**	Stated above	Stated above	

ATTACHMENT D

Added Value Commitments

Excerpts from Proposal:

Chapter 2 – Proposed Design
Chapter 3 - Delivery Capacity, Approach & Scope of Services

2

Proposed Design



SANTA ROSA FIRE STATION NO. 5 - RENDERING

2 Proposed Design

The design and construction of this new fire station offers the unique and challenging opportunity to create an exciting, modern, functional, and comfortable facility for the City of Santa Rosa. Our stations are built to last, decrease response time, and provide the community with a landmark structure. Our years of Design-Build Fire Station experience and multitude of successfully completed projects have garnered us national acclaim, and we are able to bring that experience and innovation to you on this station. The proposed facility not only meets the operational requirements for the fire fighters working out of the station but provides an iconic civic structure and an immense value to the public.

With the unfortunate destruction of the original Fire Station 5 in the Tubbs fire, the Fire Department reviewed its coverage maps and Standards of Coverage and Deployment Plan and determined that the original FS5 was not located in the most ideal area for prime service coverage and call times. This project provides an opportunity to rebuild the fire station in a location that would better serve the fire ravaged neighborhood. This relocation of the permanent Fire Station 5 to the proposed site will improve service, allow for upstaffing, and serve as a forward command post in the event of large emergencies in the future. The station is designed in accordance with WUI (Wildland Urban Interface) requirements to provide maximum fire resilience to help protect and serve the community.

Our vast experience in working with various fire service agencies in the state has provided us with a broad understanding of how these agencies conduct their business. We understand the unique role that the Fire Department serves in the community, and the importance of providing a facility which meets both the fire fighters' living needs, as well as the functional requirements necessary for them to perform their tasks quickly and efficiently. We are well versed in stakeholder engagement and will proactively involve the Fire Department, the City of Santa Rosa, and its community members at the city's discretion. Our collaborative and engaging approach to Design-Build ensures the project's success and makes the process enjoyable.

Conceptual drawings are provided as a separate attachment, as noted in the table of contents.

Our approach to the design of this project minimizes adverse effects on the exterior environment, enhances the quality of the indoor environment, and minimizes consumption of energy, water,and construction materials. This design will provide the City of Santa Rosa a new station with the function, amenities, and comfort required in the RFP while utilizing best practices for fire station design. We believe that our design experience has allowed us to present a design which meets all the functional requirements of the RFP in a highly efficient layout and provides several enhancements to the overall quality of the building.

ARCHITECTURAL BASIS OF DESIGN

Our team understands the importance of the exterior look of the building and how it fits within the Santa Rosa community. Working collaboratively with public entities and local community groups to develop designs that fit within and respect the immediate area and its community members is at the forefront of our design process. We take the approach that the inside of a public facility belongs to the occupants, and the exterior of the facility belongs to the community. It is our goal for the fire station to have a strong civic presence that also incorporates the architectural language of the surrounding Fountaingrove area. A prominent tower with the large number 5, apparatus bay doors, large fire department logos, and the scale and massing clearly denote the building as a fire station, while the materiality and architectural aesthetic compliments and fits well within the context of the neighborhood.


SANTA ROSA FIRE STATION NO. 5 - REBUILD

The Fire Station interior space program includes 6 sleeping quarters inclusive of a captain's dormitory suite and 3 additional single occupancy restrooms with showers. The design proposes individual restrooms to easily accommodate variations in gender makeup of the future staff.

A critical aspect for the layout of the interior spaces of a Fire Station is ensuring the most efficient and direct access to the Apparatus Bay from all areas of the station, in order to minimize response time. We have located the captain's dormitory suite closest to the apparatus bay as requested in the RFP document, and configured the living quarters, within the given site constraints, to have efficient circulation and shortened travel distances from the offices, kitchen, dining and day room to the app bay floor.

We have adjusted the layout of the site and rear apparatus bay doors to provide an oversized (28' wide) door to accommodate larger apparatus turning radius in a drive through orientation to eliminate the need to back in to any of the bays.

We have designed the fire station to accommodate the request of an expanded Kitchen/Dining/Day Room area. The proposed plan incorporates and additional 250 square feet of space than is required by the RFP program. We have positioned these spaces so they are directly accessible to a private, secure, shaded outdoor patio which accommodates a built-in BBQ, landscaping, and exterior seating.

Extensive casework is provided within the kitchen for daily use storage including three pantry cabinets and upper and lower casework throughout. A small portion of the work surface area will be ADA height in order to meet minimum design standards. The dining room has seating for 8 along with space for two counter height bar stools at the kitchen island and an opportunity for several more at the counter adjacent to the table.

The day room is large enough to easily accommodate six recliners facing built-in casework. We have strategically placed windows away from the TV area to avoid direct sunlight and glare on the TV. The Fitness Room is sized to accommodate a variety of free weights, functional training equipment, and flex space. We have added an additional 60 square feet of area to this room and included a water bottle fill station. We recognize that fitness needs are changing and evolving and the space should be flexible enough to accommodate future modification. We are utilizing 11' high ceilings and providing an overhead coiling door to the covered outdoor patio to facilitate indoor/outdoor training programs. The covered outdoor area has been expanded from the RFP program requirements as well. The second floor community room, proposed as an alternate, is inclusive of a large front patio area and multi-slide glass door to provide an indoor/outdoor space. The orientation of the patio space has been modified from the RFP design to maximize views. An elevator located off of the first floor lobby provides access to this area and there are two additional single occupancy accessible restrooms adjacent.

The building construction shall be Type V-B, fully sprinklered. The bunk room walls will receive additional sound attenuating gypsum board and acoustical insulation.



CIVIL BASIS OF DESIGN

GRADING AND DRAINAGE

The existing property is undeveloped and consists of moderate to steep slopes ranging from approximately 4% to 45%. The existing ground slopes to a drainage swale located along the southeastern portion of the property, which conveys stormwater to an existing culvert that ultimately discharges stormwater across Stagecoach Road. The proposed development is designed to accommodate the ranging slopes on the property and minimize development footprint by incorporating different levels of elevation for pedestrian and vehicular access. The different levels will be accomplished with the use of retaining walls, strategically located to align with the project program and existing site conditions. The multi-level approach also allows for the design to satisfy California Building Code accessibility requirements. Grading and drainage design are proposed to match existing grading and drainage patterns.

STORMWATER MANAGEMENT AND SITE SUSTAINABILITY

Stormwater management measures will be designed to meet the 2020 Stormwater Low Impact Development Technical Design Manual. The approach for the proposed improvements is to direct stormwater to bio-retention facilities on the southern corner of the property and northeast of the fire station. Stormwater overflow from these facilities will outlet and sheet flow into the existing drainage swale located along the southeastern portion of the property. A separate bio-retention facility is proposed to retain and treat stormwater for the separate parking lot located on the eastern portion of the property.

The separate parking lots designated for public and employee parking provide the opportunity for alternative permeable paving materials, since these locations experience lighter traffic loads. The use of permeable pavement will reduce the size of bio-retention facilities and promote sustainability.

UTILITIES AND OFFSITE IMPROVEMENTS

The proposed development will be served by City of Santa Rosa water and sanitary sewer utilities located within Stagecoach Road Improvements within the city right of way consists of new concrete sidewalks, driveway entrances and removal of existing medians within the public road to allow for access to the fire station.



LANDSCAPE BASIS OF DESIGN

The Santa Rosa Fire Station 5 location offers a variety of borrowed landscape. While the proposed developed area is compact and efficient, the open space to the East and South offers views of natural rolling hills and an open swale and grassland. We have sited live oaks in the open space as replacement to trees lost in the fire and as mitigation for trees removed for construction. The trees are spaced to provide area between the canopies, in keeping with defensible space requirements.

The streetscape planting areas will be refreshed with new street trees and low evergreen plantings, in keeping with the defensible space guidelines and the City's standards. The proposed plant palette provides interest and green relief for pedestrians as well as opportunities for beneficial insects. We have selected plants that deer are generally not interested in. Adjacent to the building, we have proposed a restrained planting palette with more architectural, year-round interest, that will be low maintenance and thrive in an arid condition. The plant palette reflects the modernity of the building, providing textural interest against the clean lines of the architecture.


MANGAVE 'SPOTTY DOTTY'


DASYLIRION WHEELERI

As part of the stormwater management, bioretention areas are sited to accept pavement runoff, these areas will be planted and irrigated with evergreen plants and grasses that will thrive in the flooded/dry conditions required for these areas. Our approach is to mix flowering and nonflowering plants to provide interest in the LID areas.

IRRIGATION APPROACH

The site irrigation will be designed to meet the City Water efficient landscape ordinance as well as City Design Standards. We propose using subsurface drip irrigation for most plantings, trees will have deep root bubblers, while the storm water plantings will likely be on a high efficiency spray system. The irrigation system will be on one dedicated meter, backflow for both onsite and offsite plants. The irrigation controller will be evapotranspiration based ("SMART") and will be programmable to shut off during rain events.

FURNISHINGS

Site furnishings including benches, bike racks, exterior picnic seating, and built-in gas BBQ will be coordinated with the city prior to making final selections.

STRUCTURAL BASIS OF DESIGN

BUILDING FOUNDATION

Continuous foundation under all perimeter walls and interior structural walls in line with exterior walls and otherwise at the corridor walls are 18 inches x 24 inches. Larger sections at approximately 20% of all footings under frames would approximately be 24 inches x 48 inches. Interior column footings are expected to be 6 feet square x 24 inches deep. Retaining walls integrated into buildings are 12 inches thick and their foundations are 18-24 inches thick x 2/3 the wall height.

The Apparatus Bay slab-on-grade is 9 inches thick with two layers of #5 reinforcing at 12 inches on center over a 15-mil vapor retarder over 6 inches compacted rock base. The remaining interior slab areas are 5 inches thick with one layer of #4 reinforcing at 16 inches on center over 15-mil vapor retarder over 10 inches compacted rock base.

BUILDING FRAMING

The apparatus bay perimeter walls are 2x8 wood studs at 16 inches on center. All other exterior walls and are 2x6 wood studs at 16 inches on center while the interior non-bearing walls are 2x4 wood studs 16 inches on center. Typical headers are 6x beams. Steel HSS8 headers and support apparatus bay doors. The second floor framing system is 18 gage 3 inch profile metal deck with welds or mechanical attachments to supporting structural steel beams. A 3 ½ inch concrete topping slab over with welded studs to supporting beams will be used for composite action.



GARDEN GROVE FIRE STATION NO. 6

The roof framing system is 20 gage 3 inch profile metal deck with welds or mechanical attachments to supporting structural steel beams strategic interior beam/girder lines. Roof beams at the fitness/shop roof are W18 with W12-W16 roof girders. Roof beams at the high roof are W12 beams with W12 girders. The apparatus bay roof beams are W12 with W24x clear spanning girders.

The apparatus bay will be designed as laterally independently supported with special moment frames made up of heavy W14x columns and W16x beams. The roof is designed to support a solar panel array. The low roof exercise room/shop roof will be laterally supported with plywood wood framed shear walls. The high roof will be laterally supported in a similar way.

MECHANICAL BASIS OF DESIGN

HVAC EQUIPMENT

The administrative portion of the building will be served from a high-efficiency variable refrigerant flow (VRF) system. The system incorporates individual indoor units to serve each thermal zone area that are connected to roof-mounted outdoor VRF condensing units. The refrigerant system will allow balancing of areas requiring heat with areas requiring cooling for efficient operation. The many indoor units will allow a high level of comfort with many individual zones. The indoor units will be provided with MERV-13 filters. The shop area will be provided with a split heat pump unit as part of the VRF system. Electrical rooms provided with a dedicated AC unit as part of the VRF system. The Server Rooms will be provided with dedicated Split AC units. The apparatus bays will be provided with multiple electric radiant heaters between apparatus bays.

Ventilation air provided to serve the building will be routed either through energy recovery ventilators (ERV) to pre-heat or pre-cool the incoming air with the outgoing exhaust air for heat recovery or via a dedicated outside air unit with a DX cooling coils and gas furnace. Bi-polar needlepoint ionization disinfection system will be provided at the ventilation air supply system.

An over-ride will be provided to place the system into 100% recirculation mode with no outdoor ventilation air, if needed, due to outdoor smoke or other odorous condition. 100% exhaust will be provided from toilet rooms, janitor rooms, and other miscellaneous spaces with potential odorous storage or activity.

Each apparatus bay will be provided with a vehicle exhaust connection to a central vehicle exhaust system (Plymovent or equal). In addition, a general ventilation system for the apparatus bay compromised of louvers and exhaust fans with CO/NO2 controls will be provided. A central rooftop exhaust fan will be provided to serve the admin toilet areas. A central rooftop exhaust fan will be provided to ventilate the storage and shop areas. A kitchen exhaust fan will exhaust air from a residential vent hood at the range/oven. The fitness room will be provided with (2) ceiling fans.

HVAC DISTRIBUTION

Air distribution to and from mechanical units will be via sheet metal ductwork with aluminum or stainless steel for damp areas such as shower rooms. Spaces are zoned for exposure and occupancy with VRF indoor units as shown on zoning diagrams provided. A minimum of one supply air diffuser and one return grille will be provided for each room except small toilet and storage rooms need only an exhaust register when room is ventilated. The placement of grilles will be coordinated with light fixtures and sprinkler head locations, speakers, and smoke/security detectors. Transfer grilles will be arranged with lined ductwork between to minimize noise and light transmittance.

CONTROLS

A direct-digital-control (DDC) temperature control system by the VRF manufacturer, will be provided to serve the building's HVAC equipment. The system will have capability control VRF units and associated fans points and perform setpoint adjustments from a central interface.

PLUMBING BASIS OF DESIGN

FIXTURES

Low-flow vitreous china fixtures will be used. Lavatory faucets will be low flow (0.4 gpm) and manual operation. Water closets to be 1.28 gpf, and floor mounted. Sinks will be stainless steel with manual gooseneck faucets. Freeze-proof hose bibs will be provided at the roof terrace and at the front and back of the building. The Decontamination room will contain a 2-compartment sink and an eye wash station. The Community room lobby will contain a hi/low electric water cooler with a bottle filler. The fitness room will contain a bottle filler.

DOMESTIC WATER

The new building will require a 2-1/2 inch water connection and the incoming site water supply will be regulated down, if needed, to a maximum of 85 psi within the building. Domestic cold water will be sized per the current edition of the CPC and per ASPE Data Books Volumes 1 and 2 plus supplements (latest editions). Any piping subject to freezing conditions will be heat traced. Water hammer arrestors will be provided in accordance with PDI recommendations. Domestic hot water will be supplied to all lavatories, sinks, and showers and sized per ASPE recommendations. Each of the three refrigerators will be provided with a water connection.



PLUMBING EQUIPMENT

A tank-type electric water heater will be provided, with hot water recirculated throughout the administration portion of building. A tank-type electric water heater will be provided at the apparatus bay shop area to serve the laundry and adjacent areas. A central shop air compressor will be located at the Shop room. It will be piped to two hose reels at the apparatus bays, and to the shop. Discharge pressure will be at least 120 psi.

WASTE, VENT, STORM & GAS

A 4-inch sewer connection will be provided with drainage to the civil connections at the north side of the administration portion of the building. Trap primers will be provided to all drains. Electric trap primers will be provided when located more than 15 feet from a quick closing valve. Drains for air conditioning system condensate will be discharged to floor sinks or as allowed by CPC. Piping will be cast iron with waste lines gravity drained and sloped a minimum of ¼ inch per foot at the administration areas and 1/8” per foot at the apparatus bay portion. Branch lines serving sinks only may be sloped at 1/8 inch per foot.

Waste and vent systems for fixtures will be sized in accordance with the current edition of the CPC and per ASPE Data Books Volumes 1 and 2 plus supplements (latest editions) where CPC is silent. Floor drains will be provided at each toilet room. A minimum of two area drains will be provided at each apparatus bay. The drains will be connected to a site sand/oil interceptor before discharging to site Civil sewer piping. The roof drainage system will be via cast iron storm and overflow drain and piping. Natural gas will be piped to the kitchen range and to the outdoor BBQ.



ESCONDIDO FIRE STATION NO. 1

FIRE PROTECTION

A fully automatic wet sprinkler system will be provided to cover all areas of the building. Non-combustible, exterior over-hang space will be fire sprinklered. The fire sprinkler system will be integrated with the building's Fire Alarm System as required by applicable Codes and Standards.

The new fire main will be extended from the site water main with a monitored shut-off valve, a check valve and a fire department connection. The fire department pump truck connections will be located in coordination with the local fire authority. A 2.5-inch fire department connection will be located to fill apparatus, or a fire hydrant will be located in proximity to the equipment.

The fire riser will be located in the fire riser room. Semi-recessed pendant heads will be provided throughout the building. Concealed heads will be provided at the server room to limit accidental discharge. Head guards will be provided in storage areas and apparatus bays and where heads are subject to damage.

ELECTRICAL BASIS OF DESIGN

All new electrical, lighting, and low voltage systems in the new building shall be designed in accordance with all applicable regulations, codes and standards, including the latest edition of the National Electrical Code, State of California Title 24, local Municipal Codes and Regulations, and local utility company regulations, standards, and requirements.

ELECTRIC SERVICE

The new fire station facility shall be served with a new underground electric service from the existing medium voltage PG&E utility lines running through the site. The medium voltage utility lines running through the site will be relocated by PG&E in order to make way for the new facility. Provide (1) new 4" schedule 40 PVC to a new PG&E pad mounted utility transformer to be located at the S/W corner of the site (for conductors by PG&E). The transformer shall feed a new electric service panel located in the new building main electric room, with (4) 5" underground schedule 40 PVC secondary service raceways (for conductors by PG&E). The new electric service shall be indoor (Nema 1) rated at 1,200 Amps, 120/208V, 3-Phase, 4-wire.


SKYLONDA FIRE STATION NO. 38


NORTHWESTERN DIVISION POLICE SUBSTATION

BACKUP AND EMERGENCY POWER SYSTEM

The facility shall be provided with a 75kW diesel engine electric generator with a 400A automatic transfer switch and (2) backup panels for critical loads. An additional emergency power battery Inverter shall be provided at the main electric room to serve the code required emergency lighting requirements. The generator is not considered a code required emergency back-up source, since it only includes one transfer switch and will support non-emergency loads such as regular lighting, receptacles, and HVAC loads.

SOLAR PHOTOVOLTAIC POWER SYSTEM

The facility shall include a roof mounted solar photovoltaic (PV) power system. The photovoltaic system shall be tied-in at the main switchboard service panel as a 150 Amp load-side breaker connection, per CEC 705.12(B). The PV system shall include roof mounted solar PV modules (minimum 400 watt per module), with micro-inverters or string inverters.

TELEPHONE / BROADBAND SERVICE

The facility shall be served with (2) new 2" underground telephone / broadband service from the existing AT&T utility lines located along Fountaingrove Parkway to a new Telecom system backboard in the Communications Room.

MISCELLANEOUS EQUIPMENT CONNECTIONS

Specific equipment connections shall include, but not be limited to the following:

- Electrical connections for fire truck power drops in Apparatus Bays
- Apparatus Bay door operators and controls
- Timers for exterior public address and alerting speakers
- Power connections to washer, dryer, and extractor
- Kitchen equipment branch circuits and connections
- Apparatus Bay exhaust extraction system
- Exercise equipment
- Workshop equipment
- Air Compressor

LIGHTING SYSTEMS & CONTROLS

All new high efficiency LED lighting systems shall be provided for the new facility. The lighting shall be designed in accordance with California Title 24, Part 6, architectural design criteria, and the recommendations of The Illuminating Engineering Society (IES) of North America, for Office and related spaces. Multiple switching zones and dimming shall be provided for flexibility in lighting levels to accommodate various space needs (with dimming and daylight controls, per CA Title 24 requirements).

All spaces from 250sf to 1,200sf shall utilize wall or ceiling mounted dual technology (infrared and ultra-sound) digital occupancy motion sensors and daylight photo sensors to provide Title 24 required automatic lighting shut-off. Each space shall be provided with local digital dimmers and lighting system digital room controllers to allow for local and Title 24 required control.

EMERGENCY LIGHTING

Emergency lighting shall be provided at all required paths of egress that serve more than 49 occupants. The emergency lighting shall be provided through selected normal area lighting fixtures on a back-up Inverter power supply with UL 924 listed control modules. Exit signs shall be provided to identify all paths of egress, as required by code. All exit signs shall be LED style with cast aluminum housings and shall be connected to the emergency diesel generator system.



POWAY COMMUNITY CENTER

ALERTING & RADIO SYSTEMS

A system of raceways and junction boxes shall be provided to support the ring-down alarm alerting system and radio system, respectively. Alerting shall include local audio speaker device backboxes, volume control backboxes, override switch backboxes, and other related system device rough-in, to be coordinated with the Fire Department alerting system vendor. The system shall include interconnection to selected area lighting fixtures and the apparatus bay door openers, to allow automatic operation during alarm operation. Radio shall include interconnection to the alerting system for live radio surveillance throughout the station, and other related system device rough-in, to be coordinated with the Fire Department radio system vendor. The system shall include dedicated radio system antenna raceways to the roof or antenna location, including proper grounding of the antenna system mast or tower.

DATA / VOICE SYSTEM

The voice and data system in the new facility shall support voice over copper, as well as Voice over IP capabilities. Data system station cabling shall utilize Category 6A UTP rated copper cabling for all local wall and wi-fi jack connections. All wi-fi equipment shall be POE (power over Ethernet). Wi-Fi router jacks shall be provided throughout the new building spaces with ceiling or wall mounted jacks. The Fire Department IT staff shall furnish all active components, including hubs, routers, switches, servers, wi-fi routers, and the connection and configuration of the Department computers and telephone hand-sets to the new voice/data system wiring infrastructure. New individual voice/data outlets and Category 6A station cables shall be routed from each voice/data jack location to the IT Rack, to new Category 6A UTP patch panels. All station cables to be terminated on modular Category 6A patch panels for cross-connecting to the Department network systems.

FIRE ALARM SYSTEM

The building shall include a new fire alarm system with remote monitoring connection to a central station. All new Fire Alarm System components shall be State and Local Fire Marshal approved. All notification wiring shall be Class B throughout with full emergency battery backup as required by code. Connections for fire sprinkler flow switches, valve supervisory switches, and any new PIV valves (provided and installed by the Sprinkler Installer) shall be provided by Electrical at the new building, programmed for alarm activation. Horn notification devices shall be installed throughout the new building to provide audible fire alarm as required by code, including adjacent exterior areas. Strobe light notification devices shall be installed throughout the new building as required by code, to include all public and common spaces. Manual fire alarm pull stations and full area smoke detection will not be required for this fully sprinklered building.







DESIGN INNOVATION

This Fire Station is an emergency response facility and an Essential Services Building. As such we have incorporated very specific functional effectiveness requirements into the design, some of which are defined below:

- Provide for continued services in the case of a disaster (Structural, communication systems, transformers & switch gear, emergency back-up systems, mechanical systems and operations)
- Efficient circulation from various spaces within the building accommodate quick access to systems in case of an emergency.
- Building Systems are functional and user friendly for daily operations.



COASTSIDE FIRE STATION NO. 41



CHULA VISTA FIRE STATION NO. 3

PERFORMANCE AND FUNCTIONALITY

As previously mentioned, a critical aspect of the layout of the interior of the Fire Station is the organization of the spaces to ensure the most efficient and direct access to the Apparatus Bay in order to minimize response time. Another area of high importance is the incorporation of best practices for Hot Zone design, including prescribed measures by the NFPA. We are extremely cognizant of the latest in industry trends in Fire Station design, including spatial separation of clean and dirty functions, and specifying appropriate mechanical design of systems to maintain positive pressure ventilation to insure elimination of cross contamination.

We are addressing these issues in this fire station with several design features. In addition to the required decontamination room and sink we have also provided a single occupancy restroom and shower facility on the dirty side of the station. This complete decon space positioned in an air lock vestibule allows personnel returning from a call to clean up prior to entering the station and not need to enter the clean side to use the restroom. This will help maintain the cleanliness of the living quarters and reduce the risk of contamination. The decon shower can also be used to wash equipment such as backboards. We have also included two laundry areas, one on the dirty side and one in the living quarters to allow potentially contaminated items other than turnouts to be laundered on the dirty side rather than taken into the living quarters for cleaning.

In addition to the functional amenities stated above and design elements identified in the RFP, our proposed design also provides the following added value and design innovation benefits to the project:

- Enlarged kitchen/dining/day room space by 250sf
- Enlarged secure, private patio area adjacent to kitchen and dining rooms.
- Enhanced Privacy at crew living spaces
- Enhanced fitness area square footage with a large, fully covered out-door patio and roll up door for indoor/outdoor exercise opportunities.
- Continuous running exhaust fan in apparatus bay to provide for redundant ventilation and ensure negative pressure relative to occupied areas of the facility.
- Expanded decontamination room that inclusive of single occupancy restroom and decontamination shower
- Janitorial, storage, and laundry facilities on both the clean and dirty sides of the station.
- Air-lock vestibule between apparatus bay and living quarters
- Exterior Bi-fold doors in the front of the apparatus bay
- 28’ wide door at back of the apparatus bay for future flexibility and maneuverability
- High Density concrete flooring in the Apparatus Bay
- Vehicle wash down area with fox drain provided at rear driveway
- Efficient VRF Mechanical system with individual dorm room control capabilities
- Water bottle fill station in fitness room
- Screened trash area with space for 6 individual trash cans
- Corner guards to protect the corners and edges of the walls from rolling equipment and regular wear and tear.
- Paint and finishes on surfaces will be selected for washability and low absorption of fumes and microorganisms.
- Enhanced entry plaza
- Added storage in laundry rooms
- Enlarged apparatus storage room
- Enlarged Community Room Storage room
- Added large storage room on second floor
- Building information modeling and visualization
- Daylighting through large windows will enhance the quality of the indoor environment and minimize energy usage during day-time hours.
- Shortened runs from proposed transformer, electrical room, and generator locations. Electrical room meets P&E requirements for size and exterior door location.

EXCAVATION SOLUTIONS AND EXPERIENCE IN GEOGRAPHIC AREA

When it comes to determining the most efficient and innovative excavation solutions for this rocky and uneven site, there is no better resource than our preferred grading and excavation subcontractors, with whom we have decades-long relationships and joint experience in the area. These are all local entities with years of experience in the Fountaingrove area who know what to expect, how to manage the existing conditions and have local fill sites that will accept excess rocky material produced in the course of their work. Minimizing cuts into this rock and avoiding undermining of the existing city sidewalks and streets will be accomplished by the use of shotcrete for site retaining walls. We understand that it is the desire of the City that we incorporate any of the excavated boulders that are particularly attractive into the landscaping, which we will do in cooperation with the landscape architect.

THE SITE DESIGN PROPOSED FOR THE STATION FOCUSES ON SEVERAL KEY ELEMENTS:

- Safety and security for fire personnel
- Creating a prominent civic presence and attractive streetscape
- Location of apparatus bay relative to Stagecoach Road to minimize slope on drive and maintain a finish floor elevation that minimizes the length of ramp required in the entry plaza
- Thoughtful attention to native, locally appropriate, and low water usage landscape design in conformance with the Basis of Design



The response egress driveway on the east side of the site will provide direct access to and from Stagecoach Road for fire apparatus. Emergency vehicle striping and a new emergency traffic warning signals will be provided to ensure traffic will not interfere with the fire department's incident response operations. The new signal will be tied into the modified existing signal at the intersection of Stagecoach Road and Fountaingrove Parkway. Lights in all directions at existing intersection signals and new traffic warning signals will be connected to a new Opticom system.

The secure site area will be enclosed with a minimum seven-foot-high louvered fence and integral colored concrete retaining walls will be utilized where necessary at the north and a portion of the east and west property lines. Ten (10) standard secure parking spaces will be provided for fire personnel and four public parking spaces, two standard and two van accessible, are provided on the south side.

A swinging vehicular gate and will be located at the two-way drive on the east side of the site. We are proposing a screened trash area utilizing a 4' high concrete wall to block views of the trash cans from the living quarters of the fire station. The emergency generator and fuel tank and fill station will be co-located to the south of the fitness area. The generator will be provided with a sound attenuation enclosure to provide sound mitigation. The location and orientation of the building on the site was developed to meet all fire apparatus turning radius requirements, provide optimal ingress and egress locations in a drive through configuration, while creating an attractive corner presence for the City of Santa Rosa.

PROJECTED MAINTENANCE REQUIREMENTS & SERVICE LIFE

The true measure of design excellence is the facilities' ability to hold up over time. This fire station will be designed and constructed paying close attention to the wear and tear that emergency response facilities must withstand to achieve a 50+ year service life. Our stations receive high marks from all our end users for the innovative design and durable, low maintenance finishes and materials that we specify.

The following materials were selected for their durability, quality, attractiveness, and cohesive aesthetic. Proposed exterior finishes include integral color stucco, textured fiber cement panels, aluminum soffit panels with simulated wood finish, aluminum storefront, hollow metal doors and frames, and perforated metal railing panels for enhanced privacy on site. Exterior bi-fold apparatus bay doors will be utilized for their aesthetic quality and functionality at the front of the fire station. Coiling doors with vision lights will be used at the rear of the apparatus bay. Thermoplastic membrane roofing will be used on all roof surfaces. Ceramic tile will be used on the second-floor patio and concrete tile roof pavers will be utilized for the secondary egress path from the community room.

Interior Finishes have been chosen for their long-life span and ease of maintenance without requiring special equipment or specific skills. Flooring in the apparatus bay will be high density polished concrete. Adjacent support spaces, living quarters, offices and lobby will be stained and polished concrete. Sealed concrete will be utilized in the compressor room, elevator equipment room, and utility spaces.

The fitness room will have rubberized flooring and recommend low maintenance luxury vinyl plank flooring with integral acoustic platform backing to provide sound control in the community room and upstairs lobby space.

The restrooms on the first floor will have a solid surface wainscot and full height solid surface in the showers. The second-floor restrooms will have ceramic tile flooring with 4' high solid surface wainscot.

Kitchen cabinets will be wood and counters to be custom fabricated stainless steel with integral sink and marine edge. Solid surface counter tops will be utilized in restrooms, day room, office, rip & run, laundry, and bunk room desks.

PROPOSED ENVIRONMENTAL AND SUSTAINABILITY GOALS

Our team takes great pride in designing projects in a responsible and sustainable way – from specifying locally sourced materials to meeting and exceeding energy efficiency requirements.

MINIMIZE ADVERSE EFFECTS ON EXTERIOR ENVIRONMENT

The site design incorporates storm water mitigation measures to ensure minimal impact on the surrounding land uses. The building materials have been selected to reduce noise impacts from the project site (apparatus, stand-by generator, etc.) on the neighboring properties. Additionally, we have specified materials that are locally sourced and/or have a high recycled material content thus minimizing our construction impact on the environment.

ENHANCE QUALITY OF INDOOR ENVIRONMENT

The building has been designed and materials selected which enhance indoor air quality and minimize the spread of infectious diseases often found in Fire Stations. Understanding the critical features of "Hot Zone" design in fire stations is a feature of all our stations, so that we minimize the inherent risk to fire personnel, from the elements they bring back to the station from their calls. This is accomplished by locating functional work areas away from the living quarters of the station, as well as the use of hard surface materials which are easier to clean, the convenient location of restrooms and hand washing stations to prevent the spread of contaminants, the proper design of vehicle exhaust removal systems, and creating positive pressure ventilation in the living quarters of the station.

MINIMIZE CONSUMPTION OF ENERGY, WATER, AND CONSTRUCTION MATERIALS

Lighting systems and mechanical systems described in the Basis of Design were selected due to their high efficiency and low operating costs. Plumbing fixtures were selected to minimize water consumption while providing a quality system to meets the service demands of the fire personnel that will occupy the facility. The construction materials selected for this project are extremely durable which will minimize the need to replace or repair the surfaces, thus eliminating consumption of future materials as the facility ages.

CONSTRUCTION PROCEDURES

Our team takes a proactive approach to their projects for Construction Waste Management by implementing a mandated separation of recyclable materials on site to offset the materials that end up in landfills. In a recent project, we were able to divert almost 90% of the construction debris from landfills to be recycled. Sustainability is of utmost importance to this Design-Build team. Equally important is the indoor environmental air quality, and even for projects when we are not pursuing certification through LEED, our team implements a Construction IAC management plan on every project. Clean, sustainable materials installed will support cleaner air for the occupants, and it is the responsible way to build.

3

Delivery Capacity, Approach & Scope of Services



3 Delivery Capacity, Approach & Scope of Services

APPROACH TO PROJECT DELIVERY

We have created a project schedule that efficiently organizes the project workflow and sequencing to ensure on-time project delivery. Please refer to Tab 4 (Schedule) for more detailed information.

DESIGN-BUILD MANAGEMENT APPROACH & CONTROLS

Our teams have demonstrated experience in helping clients achieve highly successful project outcomes. Your goals are our goals and we use the target value design approach to provide cost and time saving recommendations that ensure your project can be constructed according to your objectives, budget and schedule. Our team structure will be instrumental in effectively providing and maintaining a process of open communication and collaboration across the broad project team throughout the life of the project. Our structure also includes allocations for sufficient qualified personnel resources to complete the entire design and construction effort. Wright Contracting takes ultimate responsibility for leading this entire effort and ensuring the team works in unison to develop a design and complete construction according to your requirements.

ALL-INCLUSIVE PROJECT CONTROLS PROCESS

We utilize Procore Software's universal, industry-standard platform to connect the entire project team in one centralized, cloud-based hub. The software is intuitive, easy-to-use and data secure, allowing the entire team to collaborate in real time on any device, from design and pre-construction through construction to final completion. All RFIs, submittlas, correspondence, team contact information, drawings, photos and more are maintained in this one location for easy access across the team.

QUALITY MANAGEMENT PLAN

Wright Contracting is committed to implementing and maintaining a customized Quality Assurance/Quality Control program for your project, ensuring that all requirements are understood, appropriately addressed and implemented at all levels of the company.

We make provisions for the necessary resources and personnel to maintain this process, including a management representative tasked with ensuring that the requirements are achieved. A key aspect of the program is that all project personnel have the knowledge and skills to:

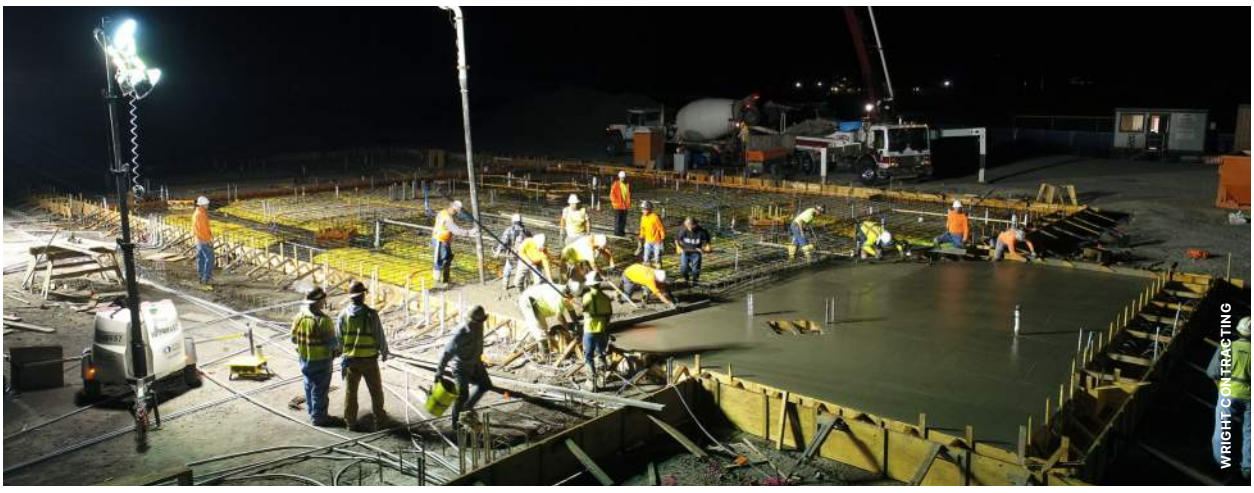
- Administer proper construction procedures and methods.
- Correctly interpret the Contract Documents.
- Provide planning, coordination and documentation of proper inspection/ testing.
- Provide accurate submittal/shop drawing review.
- Correctly interpret and incorporate all applicable codes, regulations and building standards.
- Provide accurate/complete documentation.

During the design phase, our in-house professionals ensure compliance with the RFP, perform in-depth constructability and cost analysis, and review plans to avoid potential conflicts.

This level of quality control at the earliest juncture enables us to provide any necessary resolution measures prior to the submission of design and/ or commencement of any construction activities. Subcontractor performance is paramount to successful execution. We select experience professionals who possess multiple skills and highly valuable experience.

The quality, knowledge, financial strength and ability of each subcontractor is carefully analyzed prior to selection. We strive to utilize local subcontractors who have substantial experience working with Wright Contracting, local utility districts and review agencies, and for this project, experience in the Fountaingrove area. We monitor and measure each sub's skill and overall performance, quality, knowledge, teamwork and communication. Areas of concern are quickly identified and corrective actions immediately implemented.

The Skilled and Trained Workforce requirement helps assure subcontractors' ability to staff and perform on the project. During construction, information received from subs and suppliers is verified to meet the standards in the contract documents.



Dimensions, ASTM/UL standards, test reports, performance requirements, color/texture and coordination with other trades is reviewed and carefully validated. Next, a determination is made on whether or not it is ready to be submitted for Architect review.

If acceptable, shop drawings are transmitted for further review. If "incomplete," corrected or additional information must be resubmitted. A detailed submittal log is kept and tracked throughout. Once submittal information is approved by the Architect, it is filed at the project site. Verifying that incoming materials meet contract requirements is accomplished by comparing data in the submittal information with delivery tickets or manufacturer's information. Only if all information is in agreement is the material approved for off-loading. Recording logs for submittals, RFI's, Pending Change Orders, Change Orders, Inspection Reports and Punchlists are created, reviewed at weekly O/A/C meetings and tracked throughout.

Quality control personnel provide constant watch on work as it begins and heads towards completion, checking continuously and measuring against the stated objectives. Each work activity is inspected upon completion to detect deficient work prior to starting the next work activity. Major items are double- and triple-checked for correctness, including:

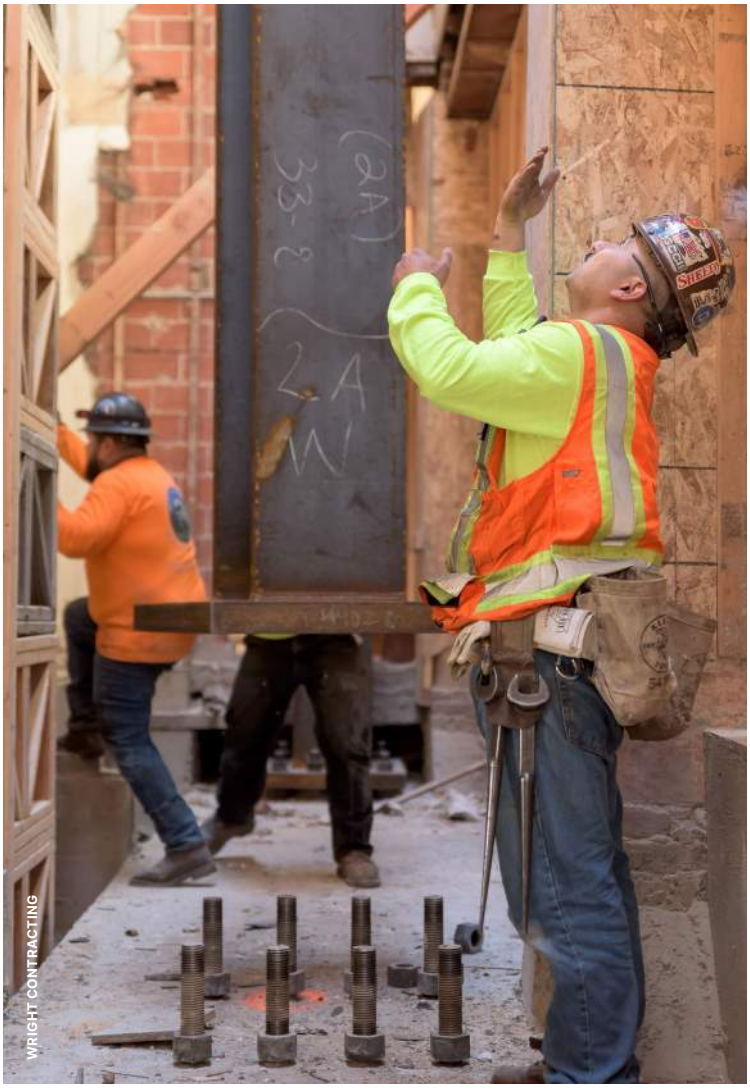
- Building Location
- Foundations/Anchor Bolts
- Column Location
- Structure Plumb-ness
- Preparation of Framing & Substrate
- Floor Elevation
- Waterproofing/Roofing
- Water Tightness of Exterior
- Plumbing/Mechanical/ Electrical
- Life Safety Systems
- Materials Testing



TRAINING

As building technology increases in complexity, it is critical to ensure adequate transfer of knowledge at building handover. The training and commissioning process ensures that building systems are operating as intended, Owner/Operators have the information and training they need, and energy-related systems are installed, calibrated and performing according to project requirements. To prepare, we request that subs provide closeout documents at 75% completion of each scope, including but not limited to:

- Submittals called for in the specifications and general conditions
- O&M manuals covering operation and maintenance of systems, materials, finishes, components and equipment
- As-built drawings
- Keys
- Appliance warranties
- Photographic documentation



Commissioning smooths building handover and assists operators in achieving a building's handover and assists operators in achieving a building's full potential. The broad project team must actively participate beginning in the design stage and there are detailed requirements documented in the specifications. Systems on which training/commissioning will be provided include:

- Lighting and controls
- Life safety system (fire alarm, sprinklers, etc.)
- Air and water balancing
- Domestic hot water systems
- Mechanical and plumbing systems
- Electrical systems
- Security system
- Building automation

Training should take place before the building handover meeting but after substantial completion. It is critical that the Owner ensure that all necessary people will be in attendance at the appropriate sessions.

The training sessions should incorporate all building systems mentioned previously and include the following:

- Walkthrough for general Owner/Operator staff
- Training sessions with the appropriate staff during which needs are met and questions are answered
- All necessary sub-trades will be present to assist with trainings, answering questions as they arise

We will work with you to ensure that you have all of the information you need to create a comprehensive maintenance and renewal plan based on the O&M manual we have supplied.

The plan should include:

- All project data and contact information
- All pertinent data regarding municipal approvals, such as building and occupancy permits
- All warranties, warranty coverage and contact information in an easy-to-access and user-friendly format
- Design/maintenance information, including architectural, MEP, building envelope, landscape and site services
- Checklists, inspection forms and other documents recommended for routine, annual and cyclical maintenance

DELIVERY CAPACITY

The Wright Contracting and COAR Design Group design-build team has the capacity, experience and expertise to execute this project according to your objectives, budget and time frame. From the moment we engage with you, our goal is to form a cohesive team that includes not only our industry-leading design and construction expertise, but that of the City of Santa Rosa, the Santa Rosa Fire Department and all of the consultants as well, resulting in a seamless flow from programming / design through construction across all trades. In terms of execution of the construction phase of the project, Wright Contracting currently has approximately 70 employees, which translates to staffing and resources to run about 20 projects at a given time. We are holding space in our project pipeline for this project and can affirm that we have the resources and capacity available for the Firehouse 5 project. Our teams have demonstrated experience in helping clients achieve highly successful project outcomes. Your goals are our goals and we use the target value design approach to provide cost and time saving recommendations that ensure your project can be constructed according to your objectives, budget and schedule.

COLLABORATIVE PARTNERING APPROACH

Projects executed with a collaborative partnering delivery methods offer greater efficiency, cost-savings and schedule adherence. Collaboration should begin during the early stages of project planning because bringing together the major players on a project, owner, architect, engineers, general contractor, and key subcontractors leads to better design and decision making. Each team member is valued for their respective expertise and knowledge. A well-integrated team will not only lead to better project performance, but will also reduce risks for all involved. Our approach to collaborative partnering is to replace organizational boundaries with shared goals, creating an atmosphere based upon transparency and trust, a dedication to a common vision, an understanding of each other's individual expectations and values and full commitment to success.



VACAVILLE FIRE STATION NO. 75

As a team, we begin planning with the end in mind, laying out a framework to meet your project goals, outlining communications protocol, roles and responsibilities and an issue resolution ladder. Each team member commits to moving the project along by ensuring that informed decisions can be made in a timely manner so as not to cause any delays.

Throughout the entire project, from the early design phase through construction, the team will meet weekly to keep everyone apprised of the progress of the project. Additionally, all project documents will be available to the entire team 24/7 via cloud-based Procore project management software. One of the key advantages of highly collaborative delivery, such as design-build, is that, it basically alleviates the need for change orders, because constructability analysis takes place every step of the way, rather than after a design phase is complete. Throughout design, all questions are discussed and resolved as a team prior to the design being finalized and scopes of work being put out to bid, thereby reducing project cost and duration and increasing project outcome predictability.

EXCEPTIONS TO THE CITY'S PERFORMANCE CRITERIA

We take no exceptions to the City's performance criteria.

COMPLYING WITH CDBG GRANT REQUIREMENTS

Having worked on past projects that incorporated CDBG and similar funding sources we understand the reporting requirements necessary to properly track the scope of work elements and work associated with this funding. Incorporating the requirements into the bid documents is critical to ensure that all required paperwork is provided in a timely manner.

Similarly for other grant sources, the Design-Build team is prepared to support the City in identifying, tracking and submitting all required paperwork to ensure maximizing the available resources.

SECTION 3 COMPLIANCE PLAN

We understand that the work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act, aimed at ensuring that employment and other economic opportunities to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. We agree to comply in a variety of ways, including sending each labor organization or representative of workers with which we have a collective bargaining agreement a notice regarding our commitment to complying with Section 3 requirements. We will also post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.


SKYLOND FIRE STATION NO. 58

For every subcontract, the notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

We also understand that we may be asked to provide annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, as well as a narrative regarding our efforts made to hire low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

DESIGN ASSUMPTIONS

We understand 70 oaks are to be provided as mitigation, we have placed a portion of that number on site, with the expectation that the remainder will be placed on other City properties.

DESIGN MANAGEMENT APPROACH

COAR Design Group has extensive experience in the Fire Station and Public Safety realm. Over the last 30 years, we have completed over one hundred Fire Stations and multiple public safety facilities for a wide variety of agencies. The Fire Stations have been an aggregate of renovation, replacement, and ground up new construction. We have worked on fast-tracked and expedited schedules in the past successfully when everyone is committed to the plan at the outset of the project. Fire Stations pose an excellent design challenge in trying to balance the functional needs of the fire fighters, enabling them to respond promptly and complete their work efficiently, while at the same time providing a comfortable environment for the fire fighters to live. In addition, there is the need to meet the community's requirements for an aesthetically pleasing building. As part of our preliminary design, we will meet with the Fire Department personnel, City Staff, Planning Department, and any additional stakeholders to review the specific requirements for this project, much of which has already been determined through the CEQA/MND review process.

Our first task when designing the site will is to look at the site orientation, existing topography, traffic patterns, adjacent uses and structures which are to remain operational. We take into consideration view, agencies, and roadways that will make a difference for ingress and egress. Once we plot these and existing utilities and drainage systems, we look for opportunities to place building and site elements in the most logical, safe, and efficient locations for the Fire Department. Circulation and parking for fire apparatus, staff, and the public will be very important in terms of safety and security. We analyze this along with location for service deliveries, outdoor spaces, bunk room orientation, generator and fuel storage and the relationship of the building to the streetscape in order to provide sufficient options for the Fire Department. We believe we have developed a design which meets all of the programmed needs for the project. However, further discussion with all stakeholders will be instrumental in validating the design decisions we have made to ensure that all project needs are being addressed.

Incorporating an all day design charrette will enable us to discuss all aspects of the design developed as part of our proposal and allow us to proceed quickly into design development. This design charrette discussion of the proposed schematic design will be an opportunity for dialog about the character of the building, orientation and adjacencies, mechanical and structural systems, emergency power requirements, and material selections. We will discuss options and alternatives with the team so that decisions can be made quickly for the best possible outcome.



Design Development with further detail once the schematic drawings are approved will consist of demolition, site, and floor plans, sections, elevations, and materials. We will make recommendations from a structural point of view that is in line with the Essential Services requirements. Mechanically, we will be taking into consideration energy conservation, HVAC needs, fire protection, plumbing, and plymovent requirements. Electrically, power service and distribution will be considered along with lighting, telephone/data distribution, fire alarm and fire protection interaction. On the interior of the building, we will make recommendations for space allocation and placement of FFE items along with best practices for utilizing areas in the building.

In order to quickly track and communicate the progress of the project we recommend weekly meetings with the project stakeholders, which in essence become "Over the Shoulder" reviews of the design team's progress, an opportunity for stakeholder comment on the proposed design and a chance for the design team to quickly receive answers to pending questions.

Once the drawings have been approved in the Design Development phase, we will move on to the Construction Documents which will incorporate further detail along with specifications, calculations, and energy models to aid the City in budgeting for their new station.

Our team expertly utilizes Building Information Modeling. We will generate our design, construction, and record CAD drawings, both paper and electronic, from the 3D model authored with Autodesk Revit software. We will prepare a BIM Execution Plan that defines and describes how we will implement BIM on this project.

It will include: collaboration team members and contact information; project goals and objectives; collaborative process map; a detailed BIM modeling plan, a detailed BIM analysis plan; a collaboration plan. Early BIM planning will help us to drive informed decision-making, design convergence, and design quality control. The 3D process allows us to effectively communicate our design goals to all the project stakeholders in a clear, concise, and easily understandable manner.



LAKESIDE FIRE STATION NO. 2

COAR engages Revizto software for design team and stakeholder collaboration. This program allows users who may not be familiar with operating Revit to view the model and monitor progress. We are able to share our licenses for this product with the consultant and stakeholder team also. We have witnessed in the last year just how effective this tool can be as it allows clients and principals alike to easily mark-up drawings or the model just as they might if they were using a hard copy, PDF, or Bluebeam. The comments are logged as action items and given a priority so that all members of the project team are aware of what needs to be revised and what remains outstanding.



One of our newest design tools is the use of new software which allows us to quickly render three dimensional models of the proposed design, as well as the ability to do "virtual reality" walkthroughs of the building. This cutting edge software can quickly and seamlessly render changes that are made in our 3D model for immediate design feedback. We clearly communicate the building design to stakeholders by walking through a photorealistic computer model to thoroughly explain and understand changes as we work though the design process. We are also capable of producing a complete virtual reality immersion experience that simulates physical presence in the real building environment which can be implemented at any time in the design or construction phase of the project.

DESIGN REVIEW BOARD

While the project has already been through an extensive design/environmental review process based on the Bridigng Documents, our modified design will need to be presented to Planning and Design Review to insure we are addressing all appropriate Discretionary Review concerns. As noted above, we intend to meet with all stakeholders after contract award to review our updated design and discuss concerns for all involved. Once we have implemented any needed adjustments, we will submit to the City for office Design Review to quickly move the project through that process. We will supplement our design drawings with a virtual walk around of the site/building to help expedite the process to clearly show our design intent.

PRE-SUBMITTAL WITH PERMITTING AGENCIES

As experienced design builders, we have found that early meetings to layout all potential issues is the best approach to streamline the review process. At that time we would expect to meet with each department that will have review authority on the project ot understand what their process and timeframe are, as well as their willingness to do incremental reviews as the project progresses. We have found great success in this process because all departments become valued stakeholders in the success of the project.

CONSTRUCTION MANAGEMENT APPROACH

Our goals is always to execute projects that are lower in cost, have reduced construction times and result in more productive and efficient project management throughout. Collaboration and transparency are key, so our first step is to identify value from the Owner's point of view, with the goal of understanding not just what they want to build, but why. This opens up the team to greater communication and trust, ensuring that members share a vision and make decisions that move the project in a direction that will truly meet Owner expectations.



LOMA VERDE RECREATION CENTER

CONSTRUCTION SCOPE OF SERVICES

PRECONSTRUCTION

Our careful constructability and value engineering analyses provide a seamless flow from design to construction across all trades. Thorough research into materials selected and approach to construction save Owners from the added costs of unexpected delays, late materials substitutions, or the need to adjust a construction material or method at the last minute due to lack of availability or inefficient/costly designs. When soliciting bids, we provide detailed Scopes of Work, ensuring a full understanding of expectations, and solicit multiple bids per trade to ensure competitive pricing. Sub bids and Wright's analysis and recommendations are reported to the Owner and a GMP proposal is assembled and submitted with this report. This proposal includes recommended sub costs, with cost-saving alternates described and priced, where appropriate.

CONSTRUCTION

Our construction services are built around the following critical success factors:

- Communication, transparency, and organization
- Clearly defined roles & responsibilities
- Properly-sequenced, reliable, predictable, uninterrupted workflows designed with input from those performing the work
- Agile incorporation of learnings and best practices

Specific services provided include:

- Coordination of General Contractor and Owner activities to assure successful execution
- Chair meetings of the project design team
- Coordinate efforts of the estimating and accounting staff
- Meet with Owner and project team weekly or more as needed
- Provide detailed notes and track outstanding items for action from meeting to meeting
- Prepare and submit construction status reports
- Detailed progress schedules continually monitored and updated to ensure on-schedule delivery
- Progress records including manpower, concrete pour logs, progress schedule, etc.
- Arrange for all necessary inspection by Building Officials and Private Inspectors
- Produce and track subcontract agreements, purchase orders and other documentation
- Implement construction safety program, conduct weekly tailgate safety meetings, and continually monitor onsite activity
- Monitor labor issues
- Jobsite quality control including compliance with plans and specifications
- Maintain accurate logs of shop drawings, clarification sketches, change orders, etc.
- Monitoring subcontractor insurance
- Project close-out: O&M manuals, manufacturer warranties, subcontractor guarantees, training, commissioning, lien releases, etc.
- Maintain As-Built Drawings

SITE PREPARATION AND DEVELOPMENT

Open and ongoing communication with stakeholders will be key to successful management of the site. We will gather input from both public and private entities and that input will be incorporated into our site and civil plans, which have been developed with site-specific considerations in mind. These considerations include maintaining temporary and permanent access to the existing utility area, minimizing impacts to public and private neighbors, including Keysight and their established easement, and safety and protection of existing vehicle and pedestrian traffic on Fountaingrove Pkwy and Stagecoach Rd. during and after construction. Developing, implementing and maintaining a site-specific SWPPP plan is critical on this high-visibility hillside site. Erosion control, stormwater treatment, dust control, and street cleaning, will be monitored continuously throughout the project, year-round and we will be available to speak with anyone who seeks greater understanding of our plans and processes.

SECURITY PLAN

Our site security will consist of a perimeter security fence, signage and postings with legal and emergency contact information, a series of 24/7 webcam monitors with motion detector alert covering all areas of the site, and periodic and 24 hour human security personnel check-ins as required during the various stages of construction.

MAINTENANCE PLAN

Site maintenance will include keeping the site neat, clean and safe throughout the project, with daily site pick up and requiring all subcontractors and their workers to do the same. Project signage is limited to team pre-approved graphics & placement. The SWPPP plan requires eliminating mud and dirt tracking onto public streets and sediment from leaving the site in runoff. Passenger and utility vehicle parking areas are designated and maintained with all-weather surfaces, and vehicles are required to be maintained to avoid oil or other leaks. Restrooms and hand washing facilities are serviced regularly and located out of plain view.

INSPECTIONS

Inspections are to be scheduled and coordinated by the Field Management team. These include City, County, State and Private inspections, as well as materials testing and reporting. Over the course of numerous projects successfully completed in Sonoma County and the broader North Bay, our field team continues to develop relationships with these entities based on open communication and transparency, fostering a collaborative process with a shared goal of ensuring compliance with all project requirements to the benefit of the end user.

CONSTRUCTION CORRESPONDENCE AND SUBMITTAL PROCESS

In the interest of minimizing page count, this section serves as a summary, with more detailed information on our approach available in previous sections. In summary, during construction, information received from subs and suppliers is verified to meet standards in the Contract Documents. Specifications are carefully validated and determination is made on whether or not documents are ready for Architect review. If not, corrected or additional information must be resubmitted. Once submittal information is approved by the Architect, it is filed at the project site. Verifying that incoming materials meet contract requirements is accomplished by comparing submittal data with delivery tickets or manufacturer's information. Logs for Submittals, RFI's, Pending Change Orders, Change Orders, Inspection Reports and Punchlists are created, reviewed at weekly O/A/C meetings and tracked throughout. They are also available to the entire project team via Procore cloud-based software. Quality Control personnel provide constant watch on work in progress, checking continuously and measuring against the stated objectives as identified in all of the submittal documentation.



MMMRP TERMS & CONDITIONS

We have read and understand the MMRP and its terms, and agree to follow all conditions herein.

CONTACT INFORMATION

ROLE	NAME	EMAIL	PHONE NUMBER
DURING DESIGN			
General Project Inquiries	Lisa Freedman	lfreedman@wrightcontracting.com	707.528.1172
Estimating & Preconstruction	Mike Nonella	mnonella@wrightcontracting.com	707.528.1172
Principal Architect	Jeff Katz	jeff@coargroup.com	619.504.0984
DURING CONSTRUCTION			
Project Manager	Steve McCulloch	smcculloch@wrightcontracting.com	707-528-1172
On-Site Superintendent	Bill Neufeld	bneufeld@wrightcontracting.com	707-695-0335

COMMUNITY OUTREACH SCOPE OF SERVICES & APPROACH

Our team has experience engaging citizens and key interest groups using various unique and highly interactive techniques both in person and through social media platforms. We value interactive presentations where community members are invited to a "town hall" style meeting. Engagement is encouraged by placing sticky notes on design concepts where they can express ideas, questions, and concerns for the project. We have also created websites for community outreach, held round table design charrettes with public committees and oversight boards.

We are skilled at bringing those people very concerned about certain aspects of the project closer so that they feel their voices are heard and concerns are addressed. We believe that it is important to work as a team throughout the process to address important issues, identify assets to be enhanced and challenges to overcome.

Although this project has already gone through preliminary community and public presentations, we feel that this is a wonderful opportunity to engage the community in the proposed design and construction process and we look forward to working with the City to insure that all community members are kept appropriately up to date on the status of the project.

PUBLIC INQUIRIES

We are prepared to respond to any public inquiries, always conferring first with the City and other Stakeholders. We operate with transparency and open communication across the board. Balancing the concerns and interests of community members requires open-mindedness, the ability to really listen and a creative, pro-active, positive approach to problem-solving. Neighbor concerns are common in any project, ranging from traffic to noise to dust to the presence of unknown persons. Our approach to addressing these concerns is to stay in constant communication with the project Owner and everyone on the team to ensure, first of all, that we're made aware of any concerns. We then brainstorm solutions and discuss them with the team either at weekly meetings or impromptu, as needed. Proactively going door to door in the neighborhood to provide information about the project, how it might impact residents and who to contact if they have concerns is a highly successful tactic that sets a project up for success.

On many projects we engage the community by providing learning opportunities whenever possible as a means of enrichment for community members. We find that when learning takes place, concerns and fears are often alleviated. Increased communication and understanding increases trust. In the past we've provided tours, brought in experts to explain specific building aspects and even gifted neighbors car wash coupons. Ultimately, our goal is client satisfaction and the fact that the majority of our projects are for repeat clients is a testament to our commitment therein. A picture is worth a thousand words. Depending on the desires of a project Owner, we may employ a webcam that provides visibility into a project's progress. This small act often can go a long way in developing positive engagement with neighbors and stakeholders.



PROJECT SIGNS

We install signage around our project sites indicating that we are doing the work and providing contact details for anyone seeking information. We will confer with the City and other Stakeholders regarding signage locations and content. It may be beneficial, given the nature of this project, to collaborate on signage that provides additional information about the project for the public. We also install and post signage regarding safety and security so that everyone on the job site, from subcontractors, to stakeholders, to the public stay safe and well-informed.

LOCAL PRESENCE

The majority of our team members are local to the Santa Rosa area. They and their families live, work, attend school, contribute taxes and enrich our community in a variety of ways. Wright Contracting has been a family-owned business in Sonoma County since 1953 and we are very proud of our involvement throughout the community. We are members of numerous local organizations and employees of Wright Contracting volunteer regularly, serve on non-profit boards and donate their time throughout our community.

ATTACHMENT E
For Reference Only Document

CDBG-DR AND CDBG-MIT TERMS AND CONDITIONS

CDBG-DR and CDBG-MIT TERMS AND CONDITIONS

1. Definitions

Activity Funds – means any eligible, reasonable, and necessary costs that are directly related to labor and/or direct construction and/or direct Project implementation costs which will meet a national objective as defined in 42 U.S.C. 5304(b)(3), as amended and 24 CFR 570.483.

Activity Delivery Funds - means any eligible, reasonable, and necessary costs for the implementation, management or oversight of a Project.

Activity Reports – Reports submitted by the Subrecipient that describe Approved Project progress and/or beneficiaries served during a given reporting period.

Approved Project – A Project that has been submitted to the Department and reviewed and approved with a Notice to Proceed to fund with the Subrecipient Allocation by the Department.

Area Median Income (AMI) - means the median family income for specific geographic areas, adjusted for household size, as calculated by HUD, and published annually by the Department at https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml.

California Environmental Quality Act (CEQA) - The California statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible.

Contractor - a properly licensed person or company who is procured competitively that Subrecipients hire to undertake a contract to provide materials or labor to perform a service or do a job for a Project.

Department – means the California Department of Housing and Community Development.

Disaster Recovery Grant Reporting System (DRGR) – The electronic system primarily used by the Department to access Grant Funds from HUD and report performance accomplishments for grant-funded activities to HUD. The DRGR system is used by HUD to review grant-funded activities, prepare reports to Congress and other interested parties, and monitor program compliance.

Duplication of Benefits (DOB) - Financial assistance received from another source that is provided for the same purpose as the CDBG-DR and/or CDBG-MIT funds, in

accordance with Federal Register Notices 84 FR 28836 and 84 FR 28848.

Eligible Expenses – Those necessary and reasonable costs under 2 CFR 200.400 through 475, and applicable notices and waivers, and as identified in the DR-Infrastructure and MIT-RIP Policies and Procedures Manual, and as approved by the Department via a Notice to Proceed. Eligible Expenses do not include any costs which are disallowed or otherwise deemed ineligible by the State of California and/or HUD.

Financial Reports (Funds Requests) - the forms and processes required for a Subrecipient to request the drawdown of Grant Funds.

Grant Funds – The CDBG-DR and CDBG-MIT funds allocated to the Subrecipient for the implementation of the DR-Infrastructure and MIT-RIP programs and eligible, Approved Projects. Grant Funds include Activity Funds and Activity Delivery Funds.

Household - One or more persons occupying a housing unit.

HUD – The United States Department of Housing and Urban Development.

Indirect Costs - means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect costs. Indirect cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

Indirect Cost Rate Proposal - means the documentation prepared by a governmental unit or subdivision thereof to substantiate its request for the establishment of an indirect cost rate as further defined in 2 CFR 200.56 and 2 CFR 200.57.

Infrastructure – means an infrastructure repair which is an eligible activity according to 42 USC 5305(a)(2), which authorizes the acquisition, construction, reconstruction, or installation (including design features and improvements with respect to such construction, reconstruction, or installation that promote energy efficiency) of public works, facilities (except for buildings for the general conduct of government), and site or other improvements.

Low- and Moderate- Income (LMI) – Low- and moderate-income people are those having incomes not more than the “moderate-income” level (80% Area Median Family Income) set by the federal government for the HUD-assisted housing programs. This income standard changes from year to year and varies by household size, county and the metropolitan statistical area.

Master Standard Agreement (“Agreement”) – The contractual arrangement between the

Department and the Subrecipient which sets forth the terms and conditions by which CDBG-DR and/or CDBG-MIT funds must be utilized with regards to Approved Projects.

National Environmental Policy Act (NEPA) – The federal law and associated regulations which establishes a broad national framework for protecting the environment. NEPA's basic policy is to assure that all branches of government consider environmental and related social and economic effect prior to undertaking any proposed action. All HUD-assisted projects are required to undergo an environmental review.

Notice to Proceed (NTP) – The NTP is a binding document, approved as to form as a component of the Agreement, that amends the allocation agreement between the Subrecipient and the Department by committing funds to a specific Project. A fully executed NTP is required for each Approved Project, and no work may be commenced, costs or expenses incurred, nor choice-limiting action(s) taken by Subrecipient prior to the execution of the NTP. The NTP includes, among other things, various Project details, including but not limited to the following: a description of the Approved Project and the permitted uses of program funds; the Approved Project budget and sources and uses of funds and financing; the approved schedule of the Project; the deadlines for the commencement and completion of construction or rehabilitation work; Performance milestones; Performance penalties; and any special conditions applicable to the Approved Project.

Project – Per 49 CFR 24.2(a)(22), project means any activity or series of activities undertaken by a Federal Agency or with Federal financial assistance received or anticipated in any phase of an undertaking in accordance with the Federal funding Agency guidelines. See DR-Infrastructure and MIT-RIP Policies and Procedures Section 1.2.

Subrecipient – A unit of local government receiving a direct allocation of Grant Funds from the Department for the purpose of funding Approved Projects to be carried out by the Subrecipient.

Subrecipient Allocation – The amount of Grant Funds allocated to the Subrecipient for Project Work.

Subrecipient Work – the scope of work required of the Subrecipient as set forth in section 3 of Exhibit A, and the scope of work required of an Approved Project(s) as set forth in its Notice(s) to Proceed.

Urgent Need - The Urgent Need National Objective requires that the project is designed to meet community development needs having a particular urgency. In the absence of substantial evidence to the contrary, a project is considered to address this National Objective if the design of the project is certified to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, that the Subrecipient is unable to

finance the activity on its own, and that other sources of funding are not available. A condition is generally considered to be of recent origin if it developed or became critical within 18 months preceding the certification by the Subrecipient.

Urgent Need Mitigation -- UD has created a new National Objective - Urgent Need Mitigation (UNM) for CDBG-MIT programs. This National Objective provides a better fit for CDBG-MIT activities that aim to address risks that do not tie back to the disaster events of the 2017 CDBG-DR funding, or subsequent disasters.

Projects using the UNM national objective must provide documentation that demonstrates a measurable and verifiable impact on reducing risks at the completion of the activity UNM projects must:

- Address the current and future risks as identified in the Mitigation Needs Assessment; and
- Result in a measurable and verifiable reduction in the risk of loss of life and property.

2. National Objectives

All DR-Infrastructure Projects approved under this Agreement must be eligible and as a CDBG-DR funded activity must meet a National Objective as required under 24 CFR 570.200(a)(2). Under section 101(c) of the authorizing Act (42 U.S.C. 5301) the CDBG program must ensure that the funded activity meets one of the named national objectives. The two qualifying national objectives are:

- Benefiting low- and moderate-income persons (LMI); and
- Meeting an Urgent Need.

Upon completion of the Approved Project(s) funded under this Agreement and prior to the funding expenditure deadline of this Agreement, the Subrecipient must document that the Approved Project(s) met either the LMI National Objective or the Urgent Need National Objective. The Department shall review the actual National Objective achievements of the Subrecipient.

All MIT-RIP Projects approved under this Agreement must be eligible and as a CDBG-MIT funded activity must meet a National Objective as required under 24 CFR 570.200(a)(2). Under section 101(c) of the authorizing Act (42 U.S.C. 5301) the CDBG program must ensure that the funded activity meets one of the named national objectives. The two qualifying national objectives are:

- Benefiting low- and moderate-income persons (LMI); and
- Meeting an urgent need mitigation.

Upon completion of the Approved Project(s) funded under this Agreement and prior to the funding expenditure deadline of this Agreement, the Subrecipient must document that the Approved Project(s) met either the LMI National Objective or the Urgent Need

Mitigation National Objective. The Department shall review the actual National Objective achievements of the Subrecipient.

3. Duplication of Benefits

A Duplication of Benefits (DOB) occurs when a program beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of the duplication is the amount of assistance provided in excess of the need. It is the Department's responsibility to ensure that DR-Infrastructure and MIT-RIP provides assistance only to the extent that the disaster recovery need has not been fully met by funds that have already been paid, or will be paid, from another source.

The Subrecipient must report all funds obtained for the activity from any source from the date of the disaster until the Project is completed.

Additionally, the Department, in coordination with the Subrecipient, will perform a check for DOB prior to issuing a Notice to Proceed to ensure that duplicative assistance is not provided for the Project. The Department also reserves the right to require that the Subrecipient perform additional DOB checks throughout the course of the Approved Project's period/performance, up to and through the closeout of each Approved Project, to ensure there is no duplicative assistance throughout the course of the Approved Project. Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. Sections 287, 1001, and 31 U.S.C. Section 3729.

The Subrecipient agrees to repay to the Department any assistance later received for the same purpose as the CDBG–DR and/or CDBG-MIT funds and that exceeds the total need for the particular recovery purpose. The obligations of Subrecipient to repay the Department for any Duplication of Benefit shall survive the completion of the Approved Project(s) and the expiration or earlier termination of this Agreement.

4. Remedies and Termination for Noncompliance; Appeals

Remedies for Noncompliance: In addition to any other rights and remedies the Department may have under this Agreement, at law, or in equity, the Department may initiate remedies for noncompliance as identified in 2 CFR 200.338-.339 at any time it has been determined that the Subrecipient is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination. Such remedies for noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a state plan or application, an NTP, or elsewhere may include, as appropriate:

A. Temporarily withhold cash payments pending correction of the deficiency by the

Subrecipient.

B. Disallow all or part of the cost of the action not in compliance.

C. Wholly or partly suspend or terminate the Subrecipient's Allocation of Grant Funds.

D. Withhold further and/or future awards for CDBG-DR and/or CDBG-MIT funds and/or any other funds administered by the Department.

E. Request that the Federal Awarding Agency initiate suspension or debarment proceedings.

F. Take other remedies that may be legally available, such as:

1) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed and/or paid to the Subrecipient, including Activity Delivery Funds, as appropriate.
2) In the case of Duplication of Benefits, require repayment of all CDBG-DR and/or CDBG-MIT funds reimbursed and/or paid to the Subrecipient where other financial assistance was received for the same purpose or in excess of the need.

In taking an action to remedy noncompliance, the Department will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved as per 2 CFR 200.341. Such appeal shall be governed by, and conducted in accordance with, the appeal processes and procedures set forth in section 4 of this Exhibit.

G. Effects of Suspension and Termination. Subrecipient costs resulting from obligations incurred by the Subrecipient or any of the Subrecipient's Contractors during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR 200.342. The enforcement remedies identified in this Section do not preclude a Subrecipient or any of the Subrecipient's Contractors from being subject to 2 CFR Part 2424. CDBG-DR and/or CDBG-MIT funds may not be provided to excluded or disqualified persons pursuant to 24 CFR 570.489(l) and 2 CFR 200.338-200.339.

H. The remedies available to the Department under this Agreement are cumulative and not exclusive.

Termination for Noncompliance: Grant Funds provided by this Agreement may be terminated in whole or in part as per federal regulation at 2 CFR 200.339 by HUD or by the Department if Subrecipient fails to comply with the terms and conditions of both this

Agreement and of the federal award. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR 200.340.

A. Termination Without Cause: This Agreement may be terminated by the Department in whole or in part at any time without cause only with the consent of the Subrecipient. In the case of a termination of the whole agreement, the parties shall agree upon termination conditions, including the effective date. In the case of a partial termination, the parties shall agree upon termination conditions, including the portion to be terminated and the effective date.

B. Termination with Cause: This Agreement may be terminated by the Department in whole or in part at any time for cause by giving at least 14 days' prior written notice to the Subrecipient. Termination with cause includes termination prior to the end of the period of performance for failure to comply with the terms and conditions of this Agreement, and pursuant to 2 CFR 200.339(b), such termination shall be reported to the appropriate federal program integrity and performance system accessible through the System for Award Management. Termination with cause also includes, without limitation, a failure by Subrecipient to comply with the Approved Project Schedule, Approved Project Performance Milestones, Reporting Requirements, and/or Special Conditions of any Notice to Proceed issued for an Approved Project to use CDBG-DR and/or CDBG-MIT funds.

Appeals Process for Finding of Noncompliance: In taking an action to address noncompliance, the Department will provide the Subrecipient an opportunity for a such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved as per 2 CFR 200.341 and/or the Department's Monitoring Plan and associated exhibit/exhibits. Contact the monitoring representative for an updated appeal exhibit version. https://www.hcd.ca.gov/community-development/disaster-recovery-programs/cdbg-dr/cdbg-dr-2017/docs/DR_MAC_Monitoring_Plan_Final.pdf

5. Severability

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 Department, shall not affect any other provisions of this Agreement and the remainder of this 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 Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department 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 Department.

6. Waivers

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department 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 Department to enforce these provisions. All waivers by the Department must be in writing in order to be valid.

7. Uniform Administrative Requirements

The Subrecipient, its agencies or instrumentalities, shall comply with the policies, guidelines, and Uniform Administrative Requirements of 2 CFR Part 200, et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds under this part.

A. Single Audit Compliance: Funds will not be disbursed to any Subrecipient identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Guidance is demonstrated to the satisfaction of the Department.

B. Accounting Standards: The Subrecipient agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300, et seq., and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

C. Suspension and Debarment: By executing this Agreement, Subrecipient verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs. Subrecipient further agrees to verify that its Contractors have not been suspended or debarred from participating or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs.

8. Compliance with State and Federal Laws and Regulations

A. The Subrecipient, its agencies or instrumentalities, and Contractors shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and procedures established by the Department for the administration of the DR-Infrastructure and MIT-RIP programs, as the same may be amended from time to time.

B. The Subrecipient shall comply with the requirements of 24 CFR 570, the HUD regulations concerning Community Development Block Grants, 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, adopted by HUD at 2 CFR 2400, and any and all federal regulations, guidelines, rules, and policies issued pursuant to the foregoing. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

C. The Subrecipient must maintain compliance with the Housing Element requirements detailed in Health and Safety Code (HSC) sections 50829 and 50830 for the duration of this Agreement, if applicable.

9. Authority to Impose Additional Special Conditions

In accordance with 2 CFR 200.207, Department reserves the right and authority to impose additional specific conditions within any NTP issued under this Agreement under any of the following circumstances:

A. When, in the Department's sole discretion, the Department finds that Subrecipient has a history of failure to comply with the general or specific terms and conditions applicable to the CDBG-DR and/or CDBG-MIT funds allocated under this Agreement or to other awards of Federally-funded grant or loan assistance passed through the Department.

B. When Subrecipient fails to meet expected performance goals under this Agreement.

C. When Subrecipient poses an increased risk for noncompliance based on factors including, but not limited to, financial stability, quality of management systems, history of performance under Federal awards, history of timeliness under Federal awards, history of conformance with terms and conditions of previous federal awards, and reports and findings from audits.

D. When, in the Department's sole discretion, such conditions are necessary to ensure timely and compliant performance under the Department's Federal award from HUD.

Such specific conditions, or special conditions, may include but are not limited to, withholding of authority to proceed to the next phase of an otherwise eligible Project, requiring additional detailed financial reports, requiring additional project monitoring, requiring the Subrecipient to obtain technical or management assistance, establishing additional prior approvals, or any other condition the Department deems reasonable and

necessary to safeguard Federal funds or the Department's interests.

If approved, such additional specific award conditions, or special conditions, shall be included in the NTP for Approved Projects and shall include the nature of the additional requirements, the reason why the additional requirements are being imposed, the nature of the action needed to remove the additional requirement (if applicable), the time allowed for completion of the actions (if applicable), and the method for requesting reconsideration of the additional requirements imposed.

10. Equal Opportunity Requirements and Responsibilities

The obligations undertaken by Subrecipient include, but are not limited to, the obligation to comply with all federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following, among other things, as the same may be amended from time to time:

A. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.

B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.

C. **Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.

D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.

E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in

federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.

F. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.

G. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.

H. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

I. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

J. **Executive Order 12259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.

K. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local

governments under the Civil Rights Act of 1964.

L. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.

M. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

N. **Executive Order 11246:** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

11. Relocation, Displacement, and Acquisition

The Subrecipient shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations adopted to implement the Act in 24 CFR Part 42, 49 CFR Part 24, and Section 104(d)of the Housing and Community Development Act of 1974 as they apply to the performance of this Agreement.

12. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3):

The Subrecipient and the Subrecipient's Contractors shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR, Part 75. The responsibilities outlined in 24 CFR Part 75.19 include:

A. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

B. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of $100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR. Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

C. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in Section 75.25(b), as appropriate, to reach the goals set forth in Section 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

D. Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any

13. Environmental Compliance

A. The Subrecipient shall comply with the California Environmental Quality Act (CEQA) requirements as they apply to this Project(s).

B. The Subrecipient shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. The Subrecipient shall comply with the requirements of the Clean Air Act, 42 U.S.C. 1857, et seq., as amended.

D. The Subrecipient shall comply with Environmental Protection Agency (EPA) regulation pursuant to 40 CFR Part 50, as amended.

E. The Subrecipient shall comply with HUD regulation pursuant to 24 CFR Part 58

F. The Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

G. If applicable, the Subrecipient shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.

H. The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. The Subrecipient shall also comply with Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

I. This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory

completion of environmental review and receipt by the Subrecipient of an approval of the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any funds to the project is conditioned on the Subrecipient's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Subrecipient will not receive an NTP until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

14. Procurement

The Subrecipient shall comply with the procurement provisions in 2 CFR Part 200.318 – 200.326, Procurement Standards as well as all other Administrative Requirements for Subrecipient and Cooperative Agreements to State, local and federally recognized Indian tribal governments as set forth in 2 CFR 200, et seq., as applicable. All procurements must be conducted in a fair, open, and competitive manner in compliance with both the spirit and the letter of applicable federal and state procurement laws and the DR-Infrastructure and Mitigation Policies and Procedures.

15. Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

This clause shall apply to items purchased under this Agreement where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

16. Construction Standards

The Subrecipient shall ensure that all Approved Projects comply with the following requirements:

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157)

The Architectural Barriers Act (ABA) stands as the first measure by Congress to ensure access to the built environment for people with disabilities. The law requires that buildings or facilities that were designed, built, or altered with federal dollars or leased by federal agencies after August 12, 1968 be accessible.

California Green Buildings Standards Code (CALGreen) (Title 24, Part 11 of the California Code of Regulations)

All new construction of residential buildings or reconstruction of substantially damaged buildings must incorporate California Green Buildings Standards Code (CALGreen).

Sustainability Requirements

All rehabilitation, reconstruction, and new construction must be designed to incorporate principles of sustainability, including water and energy efficiency, resilience, and mitigating the impact of future disasters. Wherever feasible, the Subrecipient, Subrecipient's and Contractors must follow best practices, such as those provided by the U.S. Department of Energy.

National Floodplain Elevation Standards

Subrecipients and Contractors must comply with the national floodplain elevation standards for new construction, repair of substantially damaged structures, or substantial improvements to public facilities in flood hazard areas. All structures designed for public facilities use within a special flood hazard area (SFHA), or one percent annual chance, floodplain will be elevated with the lowest floor at least two feet above the base flood elevation level and comply with the requirements of 83 FR 5850 and 83 FR 5861.

Wildland-Urban Interface Building Codes (WUI Codes)

All Approved Projects under this program that are located in a CAL FIRE high fire zone must comply with applicable WUI codes, found in Title 24, Chapter 7a of the California Building Code, which offer specific material, design and construction standards to maximize ignition resistance.

17. Federal Labor Standards Provisions

The Subrecipient and the Developer shall at all times comply, and cause all Project

contractors to comply, with applicable federal labor standards, including without limitation, the following:

A. Davis-Bacon Act (40 U.S.C. §§ 3141-3148), which requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over $2,000.

B. "Anti-Kickback Act of 1986" (41 U.S.C. §§ 51-58), which prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The act also provides that the inclusion of kickback amounts in contract prices is prohibited conduct in itself. This act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.

C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. § 3702), which requires that workers receive "overtime" compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5, which are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request. Subrecipient shall be responsible for monitoring all Contractors, and subcontractors, as applicable, for compliance with these provisions.

18. State Prevailing Wages

A. The Subrecipient shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 [LC Section 1720-1743] pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations are met.

B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation, or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "Construction Contract"). Where the Construction Contract will be between the Subrecipient

and a licensed building contractor, the Subrecipient shall serve as the "awarding body" as that term is defined in the LC. Where the Subrecipient will provide funds to a third party that will enter into the Construction Contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

C. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in LC Section 1770-1784 or the Davis-Bacon Wage Determination.

19. Agreements with Contractors

A. The Subrecipient shall not enter into any agreement, written or oral, with any Contractor or other party without the prior determination that the Contractor or other party is eligible to receive federal funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors or similar Federal or state listing of debarred or ineligible parties.

The terms “other party” is defined as public or private nonprofit agencies or organizations and certain (limited) private for-profit entities who receive Grant Funds from a Subrecipient to undertake Approved Projects.

B. An agreement between the Subrecipient and any Contractor or other party shall require:

1) Compliance with all State and federal requirements described in this Agreement including without limitation those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.

2) Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Project activities.

3) Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the Approved Project activities.

4) Compliance with the applicable Equal Opportunity Requirements

described in Exhibit D, Section 10 of this Agreement.

C. Contractors shall:

1) Perform the Approved Project activities in accordance with federal, state, and local regulations, as are applicable.

2) Provide security to assure completion of the Approved Project(s) by furnishing the borrower and construction lenders with proof of sufficient insurance and performance and payment bonds, or other security approved in advance in writing by the Department, as determined by the particulars of each individual Project will be required.

D. Contractors and Subcontractors: Drug-Free Workplace Act of 1988

1) Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.

2) Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.

3) Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.

4) Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.

5) Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.

6) Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

20. Rights to Inventions Made Under a Contract or Agreement

If a Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a)

and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulation issued by the awarding agency.

21. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

A. Use of Explosives: When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives and comply with all insurance requirements set forth in section 29.B.4 below. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

B. Danger Signals and Safety Devices: The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. The Contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public.

C. Protection of Lives and Health: The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Developer may determine to be reasonably necessary.

22. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any

bonus or commission for the purpose of:

A. Obtaining the Department's approval of the Application for such assistance; or,

B. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

23. Reporting Requirements

A. Subrecipient must timely submit the reports prescribed below. The Department reserves the right to request additional detail and support for any report made. Reports must be made according to the dates identified, in the formats provided by the Department, and via the Department's Grants Network unless otherwise specified at the discretion of the Department. The Subrecipient's performance under this Agreement will be assessed based in part on whether it has submitted the reports on a timely basis.

1) Monthly Activity Report: Subrecipient must submit a Monthly Activity Report that addresses the following, at a minimum: (1) a description of the current status of the Subrecipient Work and Project Work, (2) a description of activities to be undertaken in the next reporting period; (3) a description of problems or delays encountered in Subrecipient Work and Project Work and course of action taken to address them; (4) a description of actions taken to achieve Subrecipient Work and Project Work expenditure deadlines; and (5) a summary of Subrecipient Work and Project Work fiscal status, including award amount, funds drawn, and remaining balance. Unless otherwise waived in writing by the Department, Monthly Activity Reports must begin on the 10th calendar day of the second month following execution of this Agreement and must continue through the receipt and approval by the Department of the Project Completion Report, detailed below.

2) Monthly Program Income Report: Program Income, if identified as a funding source for any Approved Project, must be included in the Project budget and must be substantially expended prior to drawing Grant Funds. During the term of this Agreement, if Program Income is generated, the Subrecipient must submit a Monthly Program Income Report certifying the amount of Program Income generated, retained and expended. Program Income remaining at the end of each quarter and at the expiration of this Agreement in excess of $35,000.00 must be remitted to the Department.

3) Semi-Annual Labor Standards Report: During the term of construction for

each Approved Project, each April 1st and October 1st, and at the completion of the Project, the Subrecipient must submit the Labor Standards Cover Memo, the HUD Form 4710 and the Davis Bacon Labor Standards Report 5.7 (if applicable). These forms are located on the Department's website and are also available upon request.

4) Project Completion Report: At the completion of construction and once an Approved Project is placed in service, the Subrecipient must submit a Project Completion Report that includes that the project is completed and performing as designed.

24. Fiscal Controls

The Subrecipient shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Subrecipient shall establish and maintain such fiscal controls and fund accounting procedures as required by Federal regulations, or as may be deemed necessary by the Department to ensure the proper disbursement of, and accounting for, funds paid to the Subrecipient under this Agreement.

A. Deposit of Funds: Subrecipient shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG-DR and/or CDBG-MIT funds and Program Income. Deposits in minority banks are encouraged.

B. Fiscal Liability: Subrecipients shall be liable for all amounts which are determined to be due by the Department, including but not limited to, disallowed or ineligible costs which are the result of Subrecipient's or its Contractor's conduct under this Agreement. Subrecipients shall also be liable for the repayment of any and all amounts it has received under this Agreement and which HUD is seeking reimbursement for from the Department. Subrecipient's obligation to repay the foregoing amounts to the Department shall survive indefinitely the expiration or earlier termination of this Agreement. Subrecipient shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.

C. Fiscal Records: All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Exhibit D, Section 27 of this Agreement.

D. Program Income: Any and all Program Income received during the administration of this Agreement must be receipted and maintained in a separate Program Income account. Program Income funds may not be comingled with CDBG-DR

and/or CDBG-MIT grant funds in a single account.

25. Monitoring Requirements

The Department monitors its Subrecipients based upon an assessment of risk posed by the Subrecipient and according to specific monitoring criteria per 2 CFR 200.331. During the term of this Agreement, the Department shall perform program and/or fiscal monitoring of the Subrecipient and Approved Projects to ensure compliance with federal and state requirements and timely project completion. The Subrecipient shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department. In the event Subrecipient disagrees with a finding and/or any accompanying corrective actions or sanction(s) that are associated with such finding, Subrecipient shall follow an appeals process provided by the Department and consistent with Section 4 of Exhibit D of this Agreement..

Subrecipient shall ensure their Contractors and Approved Projects are in compliance with CDBG-DR and/or CDBG-MIT requirements, the DR-Infrastructure and MIT-RIP Policies and Procedures, and the terms and conditions of this Agreement, and in connection therewith, shall perform regular, ongoing monitoring of the Contractors and Approved Project(s) for the term of this Agreement. Subrecipient shall ensure their Contractors resolve any monitoring findings to the Subrecipient's satisfaction by the deadlines set by the Subrecipient. Subrecipient shall report any monitoring findings to the Department, as well as the status of those findings until they are resolved by the Contractors.

26. Inspections of Project Activities

The Department reserves the right to inspect any Approved Project activities performed hereunder to verify that the Approved Project activities are being and/or have been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.

A. The Subrecipient shall inspect any Approved Project activity performed by contractors and subcontractors hereunder to ensure that the Approved Project activities are being and have been performed in accordance with the applicable federal, State and/or local requirements and this Agreement.

B. The Subrecipient shall require that all Approved Project activities found by such inspections that do not conform to the applicable requirements be promptly corrected, and shall withhold payment to its Contractor or subcontractor, respectively, until it is so corrected.

C. Access by the Subrecipient, the federal grantor agency, the State, the Comptroller General of the United States, or any of their duly authorized

representatives to any books, documents, papers, and records of the Subrecipient, Contractor, or subcontractor which are directly pertinent to that specific contract for the purpose of monitoring, making audit, examination, excerpts, and transcriptions pursuant to 24 CFR 85.36(i)(10) shall be permitted. Subrecipient shall include in its agreements with Contractors, as applicable, provisions requiring such parties to provide access to its records for the purposes specified above.

27. Audit/Retention and Inspection of Records

A. The Subrecipient must have intact, auditable fiscal and program records at all times. If the Subrecipient is found to have missing audit reports from the California State Controller's Office (SCO) during the term of this Agreement, the Subrecipient will be required to submit a plan to the State for submitting the audit to the SCO. If the deadlines are not met, the Department may initiate remedies for noncompliance in accordance with Section 4 herein. The Subrecipient's audit completion plan is subject to prior review and approval by the Department.

B. The Subrecipient agrees that the Department or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Subrecipient agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq., and other requirements of this Agreement. The Subrecipient further agrees to maintain such records for a minimum period of five (5) years after the Department notifies Subrecipient that the HUD/the Department contract has been closed according to the record retention requirements at 2 CFR 200.333. The Subrecipient shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

C. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Subrecipient.

D. Absent fraud or material error on the part of the Department, the determination by the Department of the allowability or validity of any expenditure shall be final and conclusive.

E. For the purposes of annual audits, Subrecipient shall comply with 2 CFR Part 200

Subpart F for the State CDBG Program. Pursuant to 2 CFR Part 200 Subpart F, the Subrecipient shall perform an annual audit at the close of each fiscal year in which this Agreement is in effect. The costs of the CDBG-DR and/or CDBG-MIT related portion of the audit may be charged to the program in accordance with Public Law 98502, 2 CFR Part 200 Subpart F, and Title 25 CCR Section 7122.

1) The audit shall be performed by a qualified State, department, local or independent auditor. The agreement/contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers.

2) If there are audit findings, the Subrecipient must submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends, and the Department will notify the Subrecipient in writing. If the Department is not in agreement, the Subrecipient will be contacted in writing and informed what corrective actions must be taken. This action may include the repayment of disallowed costs or other remediation.

3) The Department shall not approve reimbursement for any expenditures for the audit, prior to receiving an acceptable audit report.

4) If so, directed by the Department upon termination of this Agreement, the Subrecipient shall cause all records, accounts, documentation and all other materials relevant to the grant activity(ies) to be delivered to the Department as depository.

F. Notwithstanding the foregoing, the Department will not reimburse the Subrecipient for any audit cost incurred after the expenditure deadline of this Agreement.

28. Signs

If the Subrecipient places signs stating that the Approved Project is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the Approved Project that the Department is a source of financing through the CDBG-DR Program and/or CDBG-MIT Program.

29. Insurance

Subrecipient, its Contractors shall comply with all requirements outlined in the (A) General Provisions section and (B) Project Insurance Requirements outlined in this section. These requirements are in addition to, and not in lieu of, any other insurance coverages required elsewhere in this Agreement. No payments will be made under this

Agreement for Subrecipient Work and Project Work until the Subrecipient fully complies with all requirements. No payments will be made under the terms of any Approved Project until the Subrecipient confirms to the Department that all Contractors on the specified Approved Project fully comply with all requirements. The Department reserves the right to waive or adjust required insurance coverages from time to time in its sole discretion.

A. General Provisions Applying to All Policies

1) Coverage Term – Subrecipient's coverage needs to be in force for the complete term of the Agreement. The Contractor's coverage needs to be in force for the complete affordability period of each Approved Project. The Contractor's coverage needs to be in force until a certificate of occupancy is issued for each Approved Project, if applicable. No work may be performed by Subrecipient or a Contractor until and unless all insurances required by this Agreement are in full force and effect. If insurance expires during the term of the Agreement, as applicable, a new certificate must be received by the Department at least 30 days prior to the expiration of said insurance. Any new insurance must comply with the original terms of this Agreement.

2) Policy Cancellation or Termination & Notice of Non-Renewal – Subrecipient is responsible to notify the Department within 15 business days prior to any actual or proposed cancellation, non-renewal or material change that affects required coverage. No policy may be cancelled upon less than 30 days' prior written notice from the insurer to the insured and the Department. New certificates of insurance are subject to the approval of the Department and the Subrecipient agrees no Subrecipient Work and Project Work or services will be commenced or performed prior to obtaining such approval. In the event Subrecipient and Contractor fails to keep in effect at all times the specified insurance coverage, the Department may, in addition to any other remedies it may have, terminate this Agreement and/or Approved Project upon the occurrence of such event, subject to the provisions of this Agreement.

3) Premiums, Assessments and Deductibles – Subrecipient and Contractors for each Approved Project are responsible for the payment of all premiums, policy assessments, deductibles or self-insured retentions associated with their respective insurance programs.

4) Primary Clause – Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the Department.

5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VII. If the Subrecipient and/or Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Acceptance of self-insurance is within the sole discretion of the Department, and the Department reserves the right to require insurance from third-party commercial insurers.

6) Endorsements – Any required endorsements requested by the Department must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7) Inadequate Insurance – Inadequate or lack of insurance does not negate the Subrecipient's or Contractor's obligations under this Agreement or the terms specific to the relevant Approved Project, nor does the availability or limits of any insurance policies required herein in any way limit the liability of Subrecipient or any Contractor, to the Department hereunder, nor does it in any way limit the liability of such parties to the Department in regards to any indemnification obligations of such parties herein.

8) Available Coverages/Limits – All coverage and limits available to the Subrecipient or Contractor shall also be available and applicable to the Department.

9) Satisfying an SIR - All insurance required by this Agreement and any required by the terms specific to the relevant Approved Project must allow the Department to pay and/or act as the Subrecipient's or Contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Subrecipient's, or Contractor's agent in satisfying any SIR is at the Department's discretion.

10) Use of Subcontractors - In the case of Contractor's utilization of subcontractors to complete the contracted scope of work for the relevant Approved Project, Contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of subcontractor's insurance to the Department equal to policies, coverages, and limits required of Contractor.

B. Project Insurance Requirements

Subrecipient and/or Contractor shall display evidence, as applicable for the relevant Approved Project, of the following on a certificate of insurance evidencing the following coverages:

1) Commercial General Liability – Contractor on an Approved Project shall maintain commercial general liability insurance on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined with a $2,000,000 annual policy aggregate or such higher amount as the Department made deem appropriate under the circumstances for each Approved Project. The Department shall identify any higher insurance limits in the NTP for the Approved Project subject to them. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

   The policy must name The State of California, its officers, agents, and employees as additional insureds.

2) Automobile Liability – Contractor shall maintain, as applicable, business automobile liability insurance for limits not less than $1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the relevant Approved Project involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.

   The policy must name The State of California, its officers, agents, and employees as additional insured.

   Workers Compensation and Employer's Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this Agreement and the relevant Approved Project. In addition, employer's liability limits of $1,000,000 are required. By signing this Agreement, Subrecipient acknowledges compliance with these regulations. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

3) Flood Insurance – Subrecipient shall procure and maintain flood insurance if required under Section 13.E. of this Agreement.

4) Additional Coverages – In the event that Subrecipient, Developer, and/or any of its Contractors will be engaging in any Hazardous Activity as part of the Collective Work contemplated by this Agreement, then the party(ies) engaging in any Hazard Activity(ies) shall provide to the Department, prior to commencement of any such activity(ies), such insurance coverages in such forms and in such amounts as the Department may require in its sole discretion. Such coverages are in addition to all other insurance coverages required by this Agreement and shall be imposed on the Developer pursuant to the Development Agreement. For purposes of the provision, the term "Hazardous Activity" includes but is not limited to the following: (a) the removal, storage, and/or transportation of any "hazardous material", as such term is defined under federal, state, or local law, ordinance, regulation, or guideline, (b) the removal, storage, or transportation of lead-based paint or asbestos, (c) blasting, (d) any activity which by its nature is abnormally dangerous, and (d) any "ultrahazardous activity" as defined in California case law. In addition to providing proof of such required coverages, the party(ies) engaging in the Hazardous Activity(ies) shall procure, at its expense prior to the commencement of any work, all required permits, licenses, consents, and approvals that are required for the lawful conduct of such activities, and shall provide adequate written proof thereof to the Department. No Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department."

30. Indemnification

Subrecipient, at its sole cost and expense, shall indemnify, defend, and hold the Department and its employees, representatives, attorneys, agents, and their respective successors, heirs, and assigns harmless from and against any and all claims, demands, actions, costs, losses, damages, and liabilities, whether direct or indirect, and regardless of their nature or source, which in any way relate to or arise from the actions or inactions of Subrecipient and/or its contractors, subcontractors, employees, owners, agents, and representatives in connection with this Agreement and any agreement or instruments executed in connection herewith. The obligations of Subrecipient under this Section 30 shall survive indefinitely the closeout of Approved Projects and the expiration or earlier termination of this Agreement.

31. Anti-Lobbying Certification

The Subrecipient shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with the Approved Project(s) and

shall certify and disclose accordingly. 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 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and no more than $100,000 for such failure.

A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person 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 the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. 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 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, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

32. Conflict of Interest

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the Subrecipient, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG-DR and/or CDBG-MIT activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, including members and delegates to the Congress of the United States, may obtain a financial interest or benefit from a CDBG-DR and/or CDBG-MIT assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-DR and/or CDBG-MIT assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for 1 year thereafter. The Subrecipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

33. Obligations of Subrecipient with Respect to Certain Third-Party Relationships

The Subrecipient shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Subrecipient Work and/or Project Work with respect to which assistance

is being provided under this Agreement to the Subrecipient. The Subrecipient shall comply with all lawful requirements of the Department necessary to ensure that the Subrecipient Work and/or Project Work, with respect to which assistance is being provided under this Agreement to the Subrecipient, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. § 5304(g)].

34. Energy Policy and Conservation Act

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the federal Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

35. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03):

A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a 30-day cancellation clause and the following provisions:

1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

2) This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

4) The Department has the option to invalidate the contract under the 30 day cancellation clause or to amend the contract to reflect any reduction in funds.

B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.

C. Gov. Code § 8546.4(e) provides that State agencies receiving Federal funds shall be primarily responsible for arranging for Federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain Federally required financial and compliance audits.