

CITY OF DALY CITY

Special Meeting - CITY COUNCIL

AGENDA

Tuesday, September 23, 2025 - 7:00 PM

City Hall Council Chambers – 2nd Floor
City Hall 333 – 90th Street
Daly City, CA 94015

To watch the live telecast:

<https://www.youtube.com/@DalyCityGov/streams>, <https://www.dalycity.org/agendas>, or Comcast Ch. 27

PUBLIC PARTICIPATION

There are three ways to submit public comments: (1) submit written comments by meeting day, (2) submit written comments during the meeting, and (3) attend the meeting in person.

1. To submit written comments by meeting day, please email cityclerk@dalycity.org and include "Public Comment" in the subject line. All written comments received by 4:00 pm on meeting day will be provided to the City Council prior to the meeting.

Please note: Any emailed comments received after 4:00 p.m. on the meeting date are not guaranteed to be received by the City Council prior to the meeting. Comments are not read aloud into the record.

2. During the meeting, you may visit www.dalycity.org/agendas to submit comments using the Public Comment form to address the City Council on a specific item, or during the public comment period, and such comments are delivered to the City Council and City Staff during the meeting, and may be read into the record at the time they are received.

3. To speak at the meeting in person, please complete a Speaker Card located at the entrance to the Council Chamber and submit it to a Staff Member as early in the meeting as possible.

Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting should call the office of the City Clerk at (650) 991-8078 as soon as possible.

CALL TO ORDER

The City of Daly City acknowledges that we are on the ancestral lands of the Ramaytush (rah-my-toosh) Ohlone (O-lon-ee) peoples. We recognize their enduring connection to this region and honor their history, culture, and contributions. As the Indigenous protectors of this land, we affirm their sovereign rights as the original inhabitants of this land and pay respects to the Ancestors, Elders, and Relatives of the Ramaytush Ohlone peoples.

PLEDGE TO THE FLAG:

AVAILABILITY OF PUBLIC RECORDS:

All public record to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the City Clerk's Office, City Hall located at 333 90th Street, Daly City, CA during normal business hours, at the same time that the public records are distributed or made available to the legislative body.

ROLL CALL:

PRESENTATIONS:

1. DCPLA Grant to the Daly City Public Library - Board President Clayton Koo
2. Grand Boulevard Initiative Update – SamTrans, Cassie Halls

APPROVAL OF MINUTES:

3. Regular Meeting of September 8, 2025

APPROVAL OF AGENDA:

4. Special Meeting of September 23, 2025

ORAL COMMENT:

NOTE: Speakers are limited to two minutes, unless modified by the Mayor.
The Council cannot take action on any matter raised under this item.

CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine and may be approved by one roll call vote of the City Council. There shall be no separate discussion of the matters on the Consent Agenda unless requested by a member of the City Council. If discussion is required, that item will be removed from the Consent Agenda and will be considered separately at the end of the Agenda.

Resolutions:

5. Authorize the City Manager to Execute an Amendment to the Professional Services Agreement with Zoon Engineering for Construction Management and Inspection Services for the Northern Cities Smart Corridor Expansion Project
6. Authorize the City Manager to Execute Amendment No. 10 to Service Agreement for the Daly City Bayshore Shuttle
7. Accept and Appropriate a \$17,000 Grant from the Daly City Public Library Associates
8. Amend the Professional Services Agreement with HDR Engineering, Inc. for Project Management Services
9. Affirm the Adoption of Project Bid and Contract Documents for the Vista Grande Drainage Basin Improvement Project
10. Approve Proposed Placement and Assignment of Economic and Community Development Professional Staff Association (ECDPSA) Bargaining Unit Classifications into the Miscellaneous/Unrepresented Group

11. Approve Resolution and Letter Supporting the Allocation of Affordable Units within the Samtrans Colma Park and Ride Redevelopment

END OF CONSENT AGENDA

COMMUNICATIONS:

12. Consideration of Proposed Community Workforce Agreement (Manalo & Daus-Magbual)

RECOMMENDATION: Council Determination

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

13. Council Committee
14. City Council
15. Staff

ADJOURNMENT:



Fall 2025 Progress Update

Daly City Council

Background and Overview



What is the Grand Boulevard Initiative?



Corridor-wide program to **modernize transportation infrastructure on El Camino Real** in San Mateo County.



Convene a Task Force of staff from cities, countywide agencies, Caltrans, advocates, and business groups to **establish a cohesive vision for the corridor.**



Builds **momentum toward implementation** by advancing a coordinated project through the Caltrans approval process.

GBI Structure

Task Force

- City and agency staff, advocacy groups, business groups
- Focused on corridor-wide visioning
- Meets twice per year

Working Group

- City and agency staff only
- Focused on implementation
- Meets four times per year

GBI Agency Partners & Roles



- Primary bus service provider in San Mateo County
- Coordinating countywide El Camino Real planning efforts with SMCTA



- Funds transportation improvements in San Mateo County
- Directs funding towards El Camino Real projects



- Prepares the San Mateo County Congestion Management Program (CMP) and identifies strategies to relieve congestion
- El Camino Real is a CMP roadway



- Owns and maintains El Camino Real as a state highway (SR 82)
- Reviews and approves proposed changes to the roadway



- Coordinates and funds Bay Area regional transportation
- Providing grant funding for El Camino Real planning and Caltrans approval efforts

GBI is coordinating across nine different projects and studies underway



El Camino Real GBI Action Plan & Project Initiation Document

Caltrans SR-82 North Comprehensive Multimodal Corridor Plan
(including San Francisco and San Mateo Counties)

GBI Action Plan



GBI Action Plan

GBI Outcomes



The Action Plan is the precursor to beginning a countywide Caltrans project development process:

- Evaluate **corridor-wide needs**
- Establish a **cohesive vision**
- **Build momentum** toward implementation

GBI Action Plan Engagement

	2024		2025			
	Q3	Q4	Q1	Q2	Q3	Q4
Task Force & Working Group						
GBI Steering Committee						
City Councils						
SamTrans & TA Board						

Draft Corridor-Wide Vision

El Camino Real is a safe and vibrant street where people of all ages and abilities travel comfortably





Problem Statements and Goals

PROBLEM STATEMENTS

SAFETY

El Camino Real has an unusually high rate of **fatal or serious injury crashes**, particularly for people walking and biking.

MOBILITY

El Camino Real's **highway-like design** discourages walking, biking, and transit use.

PROCESS

It's **too challenging** to develop, implement, and fund transportation projects on El Camino Real.



GOALS

SAFETY

Adopt a **safety-first** mindset to eliminate fatal and serious injury crashes.

MOBILITY

Transform El Camino Real into a **complete street** that works for all users.

PROCESS

Create a new **framework for change** aligning vision, process, and funding.



Streetscape Changes Under Study



Safety

- Traffic calming
- Traffic signal gap closures
- Medians
- Lighting



Active Transportation

- Wider sidewalks
- Crosswalk improvements
- Separated bikeways
- Street trees



Transit

- Bus stop enhancements
- Bus lanes
- Transit signal priority
- Access improvements

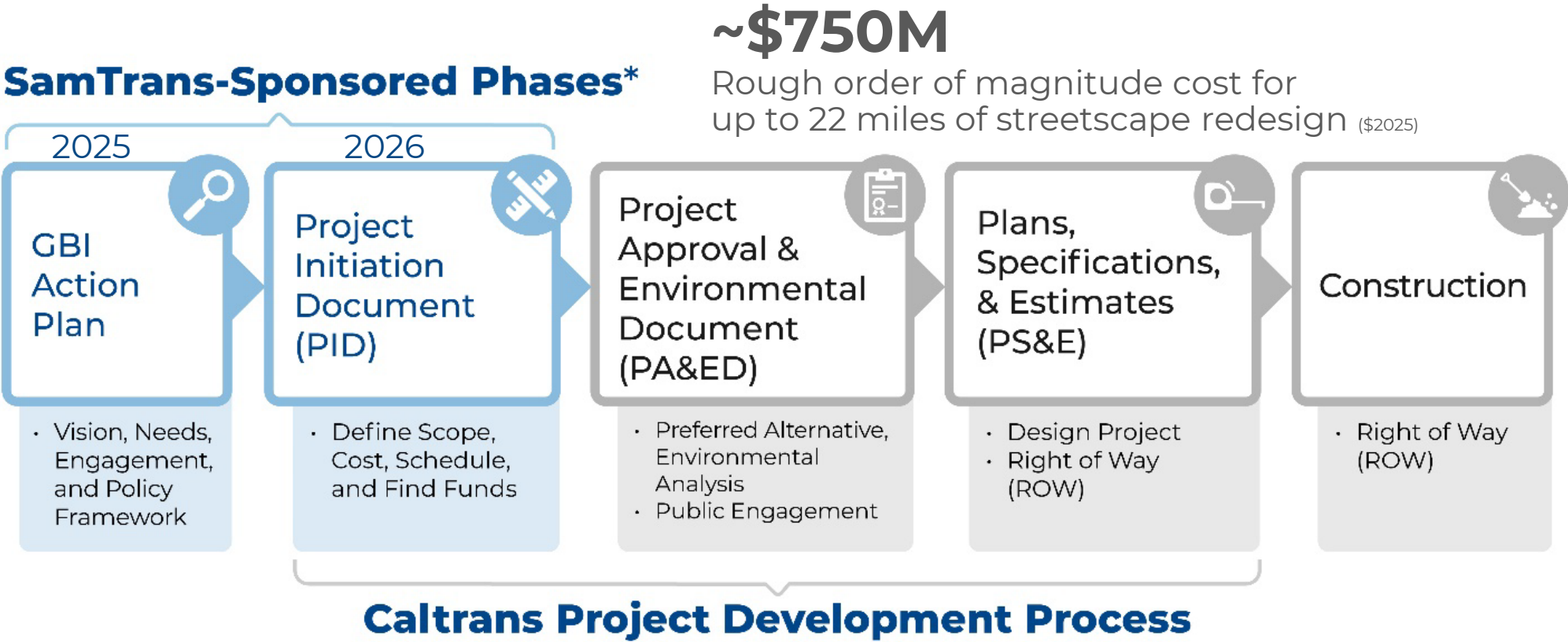
GBI Aligns with Plans in Daly City

- Pedestrian and Bicycle Master Plan (2020)
- Vision Zero Action Plan (2020)
- GBI Alternatives Technical Study (2025)

Next Steps & Discussion



GBI Timeline and Cost



Discussion

GBI Action Plan Framework

Problem Statements and Goals: What goals do you have for the corridor?

Process: How can we best work together to advance the GBI Vision?

Next Steps: Are you supportive of the GBI process as we have described it?



Thank you!

For questions & comments,
please email:
grandboulevard@samtrans.com

The GBI Action Plan and Project Initiation Document are funded by SamTrans, a grant from the Metropolitan Transportation Commission, as well as a grant of local transportation sales tax dollars from the San Mateo County Transportation Authority

For more information please visit
www.samtrans.com/projects/gbi

samTrans

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Visit <https://www.youtube.com/@DalyCityGov/streams> to view the City Council meeting

CALL TO ORDER:

Mayor Daus-Magbual called the regular meeting to order at 7:26 P.M. and read the City's Land Acknowledgement:

The City of Daly City acknowledges that we are on the ancestral lands of the Ramaytush (rah-my-toosh) Ohlone (O-lon-ee) peoples. We recognize their enduring connection to this region and honor their history, culture, and contributions. As the Indigenous protectors of this land, we affirm their sovereign rights as the original inhabitants of this land and pay respects to the Ancestors, Elders, and Relatives of the Ramaytush Ohlone peoples.

ROLL CALL: Councilmembers Present
Dr. Roderick Daus-Magbual, Mayor
Glenn R. Sylvester, Vice Mayor
Pamela DiGiovanni
Juslyn C. Manalo
Teresa G. Proaño

Staff Present
Thomas J. Piccolotti, City Manager
Rose L. Zimmerman, City Attorney
K. Annette Hipona, City Clerk

PRESENTATIONS:

Proclamation: Suicide Prevention Month

(Edith Cabuslay, San Mateo County Behavioral Health & Recovery Services; Sharon Simms, Member of the San Mateo County Behavioral Health Commission's Youth Action Board; and Violet Schueller, Community Lead for San Mateo County Behavioral Health Commission's Youth Action Board)

Proclamation: National Preparedness Month, North County Fire Authority

Proclamation: Prostate Cancer Awareness Month

APPROVAL OF MINUTES:

Regular Meeting of July 28, 2025

It was moved by Councilmember Manalo, seconded by Councilmember Proaño and carried to approve the minutes of July 28, 2025. Mayor Daus-Magbual recused himself due to his absence from that meeting.

Note on Public Comments:

To provide public comments, members of the public have the option to- 1) attend in person, 2) email the City Clerk, or 3) submit comments through the public comment portal on the City's website. Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting are instructed to call the office of the City Clerk at 991-8078 prior to the meeting.

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APPROVAL OF AGENDA:

It was moved by Councilmember Manalo, seconded by Councilmember DiGiovanni and carried to approve the agenda.

CONSENT AGENDA:

It was moved by Councilmember Manalo, seconded by Councilmember DiGiovanni and carried to approve the consent agenda, except for items 7 and 8, which were pulled for discussion.

Communications:

Accept 2025 QTR 2 Investment Report

Resolutions:

Amend Traffic Regulation to Install Stop Signs on Eastmoor Avenue at Alta Loma Avenue and Zita Manor (TSR 25/26)

Councilmember Manalo recognized Marian Seiki and other community members who have long voiced their concerns and highlighted tonight's agenda item as a prime example of community engagement. Acting City Engineer Shirley Chan provided the staff report regarding the installation of stop signs on Eastmoor Avenue, aimed at addressing the residents' concerns.

The following speakers expressed their support for the installation of the stop signs and thanked the Council and staff for listening to their concerns. They highlighted the hazardous traffic conditions at the intersection and emphasized that approving this resolution would address significant safety issues.

Donald Seiki
Raja Kawas

Marian Seiki
Marie Kwong

Yelena Barer
Maria Tagaro

It was moved by Councilmember DiGiovanni, seconded by Councilmember Proaño and carried by voice vote to adopt the resolution.

Resolution 25-120, Establishing Traffic Regulations

****ORAL COMMENT:**

Skyler Yien, Senior Youth Leader for Troop 33 in San Francisco, attended tonight's meeting alongside fellow troop members to gain insights into their community by participating in a City Council meeting. Skyler shared that the troop learned a great deal from the experience and extended congratulations to the residents whose proposal received the Council's approval.

Approve Consolidated Annual Performance Evaluation Report (CAPER) for the Fiscal Year (FY) 2024-25 One-Year Action Plan

Housing & Community Development Manager Lenelle Suliguin provided the staff report outlining the use of CDBG and HOME funds during the past fiscal year.

**** Mayor Daus-Magbual requested Skyler Yien to provide public comment before proceeding to item #8 of the agenda.**

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Carlos Reyes, Program Manager at the Renaissance Entrepreneurship Center, proudly highlighted the organization's commitment to serving Daly City through CDBG funding, and recognized team members Alexia Huerta and Kamilah Arteaga. According to Carlos, this funding enables the center to offer invaluable, no-cost support to local entrepreneurs and small business owners by providing workshops, access to capital, and marketplaces.

It was moved by Councilmember Manalo, seconded by Vice Mayor Sylvester and carried by voice vote to adopt the resolution.

Resolution 25-121, Approving Submission To The Federal Department Of Housing And Urban Development (HUD) For Fiscal Year 2024-2025 Consolidated Annual Performance Evaluation Report For The Community Development Block Grant And Home Programs

Authorize the City Manager to Execute a License Agreement with the Pilipino Bayanihan Resource Center (PBRC) for the Use of Certain Portions of the Doelger Arts Center (200 Northgate Avenue)

Resolution 25-122, Approving Execution Of License Agreement With Pilipino Bayanihan Resource Center (Doelger Art Center, 200 Northgate Avenue, Daly City, California)

Authorize the City Manager to Accept and Appropriate Additional Expanded Learning Opportunities Program (ELOP) grant funds with the Jefferson Elementary School District

Resolution 25-123, Authorizing The City Manager To Accept And Appropriate The Remaining Grant Funds In The Agreement With Jefferson Elementary School District

Approve Partnership with the Daly City Police Athletic League for their Fundraiser Dinner at the Pacelli Event Center

Resolution 25-124, Approving A Partnership With Daly City Police Athletic League For Use Of The Pacelli Event Center For Their Fundraiser Dinner

Assign Cybersecurity Analyst I/II Classification to Ranges U070/U087 of the Miscellaneous/Unrepresented Salary Schedule

Resolution 25-125, Approving Assignment Of Cybersecurity Analyst I/II To The Miscellaneous/Unrepresented Salary Schedule

Authorize the City Manager to Execute a Professional Service Agreement with GAI Consultants, Inc. for the AC Transmission Line Peer Review for the Cormorant Underground 115kV Gen-Tie Project

Resolution 25-126, Authorizing Execution Of Professional Services Agreement With GAI Consultants, Inc. For The AC Transmission Line Peer Review For The Cormorant Underground 115kV Gen-Tie Project

Approve Amendment to the Amended and Restated Water Supply Agreement (WSA) and Adopt Updated Tier 2 Drought Response Implementation Plan

Resolution 25-127, Approving Amendment To The Amended And Restated Water Supply Agreement And Adopting Updated Tier 2 Drought Response Implementation Plan

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Check Registers

Check Registers for the Month of July 2025

PUBLIC HEARINGS:

Zone Change ZC 04-24-16507 - Rezoning Parcels to -CC Commercial Cannabis Combining District (Continued Public Hearing)

Planning Manager Michael Van Lonkhuysen presented the staff report for the zone change, which was continued from the June 23rd Council meeting. Van Lonkhuysen displayed a map to illustrate the exclusion zones surrounding the proposed parcels. The staff addressed several questions, including those about the parcel adjacent to the Mission Street location, the types of cannabis businesses permitted in these areas, and the requirements for patrons to enter a cannabis retail store. They also answered questions about the proximity of the Mission Street and Bayshore parcels to medical and community centers, the locations of current cannabis businesses and the proposed parcels, the history of the cannabis overlay map, and the point-of-sale tax applicable to cannabis delivery services.

The Council engaged in a discussion regarding the item, examining a range of issues. They discussed the zoning's potential to create opportunities for people who want to start a business, safeguards placed for patrons entering a cannabis store, the regulations required to operate in the cannabis industry, education and misconceptions around cannabis, the potential for criminal activity in the proposed areas, the legalization of cannabis by the voters, and a suggestion to increase the buffer zone around the parcels. The discussion also touched on the types of cannabis businesses that would be allowed in the parcels, traffic and littering concerns, additional conditions needed for the parcels, the current state of the Bayshore neighborhood, and a consideration to table the item.

City Attorney Zimmerman and Director of Economic & Community Development Mothershead clarified the next steps for establishing additional conditions for the proposed areas and amending the ordinance. Mayor Daus-Magbual tabled the item to give staff more time to define these conditions.

REPORTS:

Council Committee

Affordable Housing (Sylvester/Manalo)

Council

Councilmember DiGiovanni reported attendance at the Bayshore PTO event at the Bayshore Community Center, along with Mayor Daus-Magbual, and at the Daly City Police Athletic League (PAL) fundraiser for the youth at Joe's of Westlake.

Councilmember Proaño reported attendance at the Daly City PAL dinner, along with Councilmembers Sylvester, Manalo and DiGiovanni and City staff, acknowledged Joe's of Westlake, and commended the DCPLA board and staff.

Councilmember Manalo reported attendance at the following events: the opening of the Seafood City grocery store; National Night Out alongside the community at Serramonte Center, thanking Daly City's police officers and fire and emergency personnel; two town hall meetings with Zita Manor residents;

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the Pacific Islands Together (PIT) sign unveiling, thanking Reyna and members of PIT for the invitation; the long-standing Pistahan Parade in San Francisco, acknowledging Philippine artist Vina Morales; the Back to School Supply event with DJ Keith O., Chuy Gomez, and Library Trustee Angela Powell; the exhibit at City Hall showcasing artwork from the Doelger seniors; the 2nd annual Hip Hop Day to celebrate community members; a meeting with Eskrima martial arts grandmaster Bobby; the Bayshore PTA with her children; the Daly City PAL fundraiser dinner; the ribbon-cutting for the San Mateo BART fare gates, acknowledging City Manager Piccolotti; and South San Francisco's first Cultura Fest honoring various Latino communities. Manalo also participated in Connie's 5K Run, which advocates for domestic violence victims, and acknowledged the work of CORA (Community Overcoming Relationship Abuse) and Liezel Chan Lucero, noting that the run is named in memory of Councilmember Proaño's relative, Connie.

Councilmember Proaño acknowledged her relatives for starting the Walk for Connie as a tribute to her cousin, Connie, and to raise awareness about domestic violence. Proaño acknowledged the 400 participants at the recent event for walking and supporting CORA's work.

Mayor Daus-Magbual reported attendance at the following events: Daly City's Hip Hop Day at the War Memorial, honoring legendary DJ Apollo, a member of Invisibl Skratch Piklz, and recognizing how Daly City has contributed to the culture of hip-hop; and the Lions Officer Installation, recognizing the members for their dedication to community service. The Mayor had the honor of being the keynote speaker at the installation. Dr. Daus-Magbual also announced upcoming events including the US-Japan Sister City Summit and World Expo in Osaka, where he, along with Councilmembers Manalo and Proaño, will connect with Sister City Izumisano. The month of October will feature the Kasayahan event and the Top of the Hill Festival featuring artists Spawn Breezie and Anuhe.

ADJOURNMENT:

Mayor Daus-Magbual adjourned the meeting at 9:52 P.M. in memory of Jon-Marques Psalms, David Paul Sieber, Emilia Pagdayunan Rebootura, Reuben Leyson, and Kathi Lee.

Approved as submitted, this 22nd
day of September, 2025.

City Clerk

Mayor



City Council Agenda Report

Item # _____

Meeting Date: September 23, 2025

Subject: Authorize City Manager to Execute an Amendment to the Professional Services Agreement with Zoon Engineering for Construction Management and Inspection Services for the Northern Cities Smart Corridor Expansion Project

Recommended Action

Staff recommends the City Council authorize the City Manager to execute Amendment #1 to the professional services agreement with Zoon Engineering of Emeryville, California, for additional construction management and inspection services in the amount of \$170,000 for a total not to exceed contract amount of \$594,724.30.

Background

The City/County Association of Governments of San Mateo County (C/CAG) is sponsoring the San Mateo County Smart Corridor Project, an Intelligent Transportation Systems (ITS) project that extends along El Camino Real and major local streets in San Mateo County connecting to US 101 and I-280. The project enables cities and the California Department of Transportation (Caltrans) to proactively manage daily traffic and non-recurring traffic congestion caused by diverted traffic due to major incidents on the freeway.

The current phase of the Smart Corridor Project extends north into Daly City, Brisbane and Colma. The project will include the deployment of an interconnected traffic signal system, closed circuit video cameras, trailblazer/arterial dynamic message signs and vehicle detection systems, along with the installation of fiber optic communication network. These ITS elements will allow Daly City and Caltrans to deploy incident response plans to manage traffic congestion on Junipero Serra Boulevard and Bayshore Boulevard, the two primary parallel corridors to I-280 and US 101, respectively.

C/CAG has secured funds for the project and will reimburse the City for costs incurred to manage the construction contract, provide inspection services, and staff time for project-related work. On January 8, 2024, the City Council authorized the City Manager to execute the Funding Agreement with C/CAG for the construction phase of the Smart Corridor Project.

On June 5, 2024, the City entered into an agreement with Zoon Engineering in an amount not to exceed \$424,724.30 for construction management services.

Discussion

The existing agreement with Zoon Engineering provided services for approximately 100 working days; however, the updated construction contract that was awarded in September 2024 included 210 working days. The proposed amendment will continue the needed construction management and inspection services for the construction work through December 2025. The proposed \$170,000.00 amendment, if approved, will increase the total contract amount to \$594,724.30.

Authorize City Manager to Execute an Amendment to the Professional Services Agreement with Zoon Engineering for Construction Management and Inspection Services for the Northern Cities Smart Corridor Expansion Project
Meeting Date: September 23, 2025
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Fiscal Impact

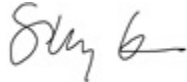
No additional appropriation is needed for this recommendation. There is sufficient budget for this action in the approved FY 2023-24 Transportation Fund – Smart Corridor project account 21777000 to fully fund the professional services agreement amendment fee.

Summary/Conclusion

Staff recommends that the City Council approve and authorize the City Manager to execute Amendment #1 to the professional services agreement with Zoon Engineering of Emeryville, California, for additional construction management and inspection services in the amount of \$170,000.00 for a total not to exceed contract amount of \$594,724.30.

Staff is available to provide any additional information desired by the Mayor or City Council Members.

Respectfully submitted,



Shirley Chan
Acting City Engineer



Richard Chiu, Jr.
Director of Public Works

Attachment: Zoon Engineering Agreement Amendment #1



**CITY OF DALY CITY
PROFESSIONAL SERVICE AGREEMENT FOR
NORTHERN CITIES SMART CORRIDOR EXPANSION
PROJECT CONSTRUCTION MANAGEMENT**

AGREEMENT AMENDMENT NO. 1 Pages 1-3

DATE: September 8, 2025

OWNER: City of Daly City
Richard Chiu, Jr. Director of Public Works
333 – 90th Street, Daly City, CA 94015
(650) 991-8163

CONSULTANT: **Zoon Engineering**
3960 Adeline Street #3
Emeryville, CA 94608

PROJECT MANAGER: Shirley Chan
(650) 991-8231

I. DESCRIPTION OF AGREEMENT AMENDMENT

A. Consultant shall provide additional construction support and inspection services through the completion of the Northern Cities Smart Corridor Expansion Project, per the attached proposal dated August 6, 2025 (Exhibit A). \$170,000.00

TOTAL **\$170,000.00**

SUMMARY OF FUNDS TO BE CHARGED TO PO 22600130: **\$170,000.00**
21777000-55108 (17-312-770-4536)

II. CONDITIONS OF AGREEMENT AMENDMENT

It is understood and agreed that this Agreement Amendment is pursuant to and in accordance with all relevant provisions, conditions and requirements contained in the fully executed agreement dated June 5th, 2024.

The Consultant is responsible for reaching settlements with all subconsultants, suppliers, and vendors whose work, materials or services were associated with this Agreement Amendment, including all claims arising out of this Agreement Amendment and holds the City of Daly City harmless from any and all claims and defense costs relating to such entities.

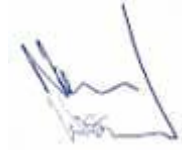
III. ADDITIONAL CONDITIONS OF AGREEMENT AMENDMENT

Amendment hereby extends the contract to January 31, 2026.

IV. COST ANALYSIS

Original Agreement Award:	\$424,724.30
Previous Agreement Amendments:	\$0.00
Current Agreement Amendment #1:	\$170,000.00
Revised Current Agreement Cost:	\$594,724.30
All Agreement Amendments and Adjustments as Percentage of Original Agreement Award:	40.0%

ACCEPTED:
CONSULTANT:
Zoon Engineering



BY: _____
Nabil Hissen
CEO

DATE: 9-8-2025 _____

ACCEPTED:
OWNER:
City of Daly City

BY: _____
Shirley Chan, P.E.
Acting City Engineer

DATE: _____

BY: _____
Richard Chiu, Jr., P.E.
Director of Public Works

DATE: _____

BY: _____
Thomas J. Piccolotti
City Manager

DATE: _____



CM | claims | project controls

August 06, 2023

Ms. Shirley Chan
Acting City Engineer
Engineering Division, Public Works Department
333 90th Street
Daly City, CA 940515

RE: Construction Management Services – Additional Funds Request
Construction Management Services for Northern Cities Smart Corridors Project

Dear Ms. Chan:

Zoon Engineering serves as the City's Construction Management (CM) firm for the Northern Cities Smart Corridor Project. The initial budget for the CM task was established based on completing the construction of the Smart Corridor Project within 100 working days specified in Addendum 1 (attached) of the Request For Proposal. However, the construction contract was later awarded to the contractor with 210 working days.

While we have successfully extended our services under the original budget to cover approximately 170 working days (through Mid-September 2025), additional funding is required to continue providing Construction Management (CM) services through the completion of the project.

Accordingly, Zoon Engineering is submitting a request for additional funds in the amount of \$170,000.00 to support the extended CM services, as detailed in the attached table.

This budget amendment is anticipated to allow us to continue our services through December 31, 2025, which is expected to cover all remaining construction activities and project close-out.

Please don't hesitate to call me with any questions and thank you so much for your trust in Zoon Engineering.

Sincerely,

A handwritten signature in blue ink, appearing to read "Saeed Shahmirzai".

Saeed Shahmirzai, PE
Senior Construction Manager



8/6/2025

Projected Labor Hours to Complete and Project close out

Name	Title	Construction Inspection & Close out	Billing Rate	TOTAL
Saeed Shahmirzai, PE	Resident Engineer	200	\$ 256.00	\$ 51,200.00
Dana Hissen	ARE / Office Engineer	525	\$ 145.15	\$ 76,203.75
Rick Santos	Construction Inspector	720	\$ 167.22	\$ 120,398.40
Total Labor Cost to complete (August 1 to December 31, 2025):				\$ 247,802.15

Current Approved Budget	\$424,724.30
Amount expended to July 31, 2025	\$347,148.24
Projected Cost to Complete (August 1 - December 31, 2025)	\$247,802.15
Additional Funds Being Requested	\$170,226.09



City Council Agenda Report

Item # _____

Meeting Date: September 23, 2025

Subject: Authorization to Execute Amendment No. 10 to Service Agreement for the Daly City Bayshore Shuttle

Recommended Action

Staff recommends that the City Council authorize the City Manager, or his designee, to execute Amendment No. 10 to the service agreement with the San Mateo County Transit District (SamTrans) to operate the Daly City Bayshore Shuttle as part of SamTrans' Shuttle Bus Program.

Background

Since 2014, the City has operated the Bayshore Shuttle in the Bayshore neighborhood using various grants to finance shuttle operations. The shuttle service connects residents within the Bayshore neighborhood to shopping, grocery, and medical destinations in Daly City and San Francisco. The Bayshore Shuttle also provides access to various regional transportation facilities including Muni and SamTrans bus stops and BART stations to which Bayshore area residents have limited access. Many of the destinations served by the shuttle are difficult to reach by using the limited public transportation options currently available.

More recently, the City of Daly City received Lifeline Transportation Program (LTP) grants from the Metropolitan Transportation Commission (MTC), through the City/County Association of Governments of San Mateo County (C/CAG), and Congestion Relieve Plan funds grants from C/CAG to improve mobility options for residents of the Bayshore neighborhood. In September 2024, City Council accepted \$314,375 in LTP funds through the State Transit Assistance program. In June 2025, C/CAG's Board of Directors approved \$929,908 of Congestion Relief Plan (CRP) funds for the Bayshore Shuttle for FY 2025-26 and FY 2026-27.

Discussion

In July 2015, SamTrans contracted with a new shuttle provider. The original agreement expired on June 30, 2016. Since that time, nine amendments have been executed, each extending the agreement for another 12-month period. The current agreement ended on June 30, 2025. The term of the proposed Amendment No. 10 is for a 12-month period ending on June 30, 2026.

Fiscal Impact

The service agreement with SamTrans provides for a fee of \$590,800 to operate the shuttle commencing July 1, 2025 and ending June 30, 2026. The total cost to operate the shuttle for FY 2025-26 is estimated to be \$610,800 which includes \$20,000 for staff time, advertising, and other miscellaneous costs.

**Authorization to Execute Amendment No. 10 to
Service Agreement for the Daly City Bayshore Shuttle
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The grant funds, including a local match by the City, secured to date for Fiscal Year 2025-26 are approximately \$664,000 to operate the shuttle. The grants with the local match will be sufficient to operate the shuttle for FY 2025-2026.

Summary/Conclusion

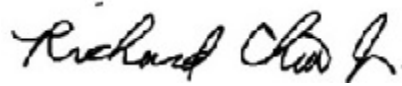
Staff recommends that the City Council authorize the City Manager, or his designee, to execute Amendment No. 10 to the service agreement with SamTrans to operate the Daly City Bayshore Shuttle as part of SamTrans' Shuttle Bus Program.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Shirley Chan
Acting City Engineer



Richard Chiu, Jr.
Director of Public Works

Attachment: Rail Shuttle Bus Service Administration Agreement Amendment No. 10



BOARD OF DIRECTORS 2025

JEFF GEE, CHAIR
MARIE CHUANG, VICE CHAIR
DAVID J. CANEPA
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MARINA FRASER
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JOSH POWELL
PETER RATTO
JACKIE SPEIER

APRIL CHAN
GENERAL MANAGER/CEO

Amendment No. 10

To

**RAIL SHUTTLE BUS SERVICE ADMINISTRATION AGREEMENT
- DALY CITY BAYSHORE - SAN MATEO COUNTY TRANSIT DISTRICT
(SamTrans Operated & Managed)**

THIS AMENDMENT modifies the Rail Shuttle Bus Service Administration Agreement (“Agreement”), which was effective December 9, 2015, by and between the San Mateo County Transit District (“District” or “SamTrans”) and the City of Daly City (“Lead Organization”).

The District and the Lead Organization entered into the Agreement, whereby the Lead Organization participates in the District Shuttle Bus Services program; and

The Agreement was modified previously to extend the Agreement and adjust the contribution and payment terms; and

The last modification was memorialized pursuant to Amendment Number 9, which was effective July 1, 2024; and

The Agreement is set to expire on June 30, 2025; and

The Parties desire to amend the Agreement and extend the Agreement for another twelve-month period and set forth the contribution and payment terms applicable during said extension, in accordance with the terms and conditions of this Tenth Amendment.

NOW THEREFORE, IT IS AGREED to amend the Agreement as follows:

1. Section 4 of the Agreement, Term, is amended by adding the following language as the eleventh paragraph:

Effective July 1, 2025, the term of the Agreement shall be extended for twelve (12) months commencing July 1, 2025 and ending June 30, 2026.

2. Section 5 of the Agreement, Maximum Contribution; Payment is amended by adding the following language as the eleventh paragraph:

SAN MATEO COUNTY TRANSIT DISTRICT
1250 San Carlos Avenue
San Carlos, CA 94070 (650) 508-6200

During the twelve (12) month extension of the Agreement, commencing July 1, 2025 and ending June 30, 2026, the District's maximum contribution (which includes contributions from all other funding agencies involved, if any) for Shuttle Service shall not exceed Zero Dollars (\$0) or Zero percent (0%) of the actual total operating costs for the Shuttle Service as determined by the District.

3. Section 6 of the Agreement, Lead Organization's Payment is amended by adding the following language as the fifteenth, sixteenth and seventeenth paragraphs:

During the twelve (12) month extension of the Agreement, commencing July 1, 2025 and ending June 30, 2026, Lead Organization shall pay One Hundred percent (100%) of the total actual costs of operating the Shuttle Service. Lead Organization's share shall equal Five Hundred Ninety Thousand Eight Hundred dollars (\$590,800) in addition to Five Hundred dollars (\$500) or as revised for Commute.org managed annual GTFS feed administration (projected combined Five Hundred Ninety-One Thousand Three Hundred dollars [\$591,300]), subject to a final adjustment.

For the period of July 1, 2025, through June 30, 2027, District's Vendor agrees that all fueling costs are included in the total actual costs of operating the Shuttle Service described in Section 1 of the Agreement, and that the District's Vendor is not entitled to any fuel adjustments.

A mechanical element has been added to the District's Vendor contract. Should any revenue vehicle require replacement of an engine and/or transmission, the Vendor will perform such work. Parts and labor costs will be passed through to the District, and allocated proportionally to the Lead Organization based on service hours. The estimated cost projection for the term July 1, 2025 through June 30, 2026 has been included in the projected cost cited above.

4. Section 15 of the Agreement, Liaison, is amended reflecting District Liaison changes:

The District Liaison:

Operations Contract Analyst
shuttles@samtrans.com

When the primary District Liaison is unavailable, a secondary contact shall be:

Manager, Bus Contracts
shuttles@samtrans.com

Except for those changes expressly specified in this Tenth Amendment, all other provisions, requirements, conditions, and sections of the underlying Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Tenth Amendment on the date first written above with the intent to be legally bound.

SAN MATEO COUNTY TRANSIT
DISTRICT

CITY OF DALY CITY

By: _____

By: _____

Name: _____

Name: _____

REFERENCE DOCUMENT

– DO NOT SIGN

APPROVED AS TO FORM

APPROVED AS TO FORM

SamTrans Attorney

City of Daly City Attorney



City Council Meeting Agenda Report

Item # _____

Meeting Date: September 23, 2025

Subject: Accepting and Appropriating a \$17,000 Grant from the Daly City Public Library Associates

Recommended Action

It is recommended the City Council accept an \$17,000 grant from the Daly City Public Library Associates and appropriate this amount for the purchase furniture for the teen space at the Serramonte Main Library and read-along books for children.

Background/Discussion

The Daly City Public Library Associates (DCPLA) has received a \$6,000 donation in honor of Gordon L. King to fund new teen furniture at the Serramonte Main Library. This new furniture will add needed workspaces for young adult visitors.

An additional \$6,000 from Sunlight Giving and \$5,000 from the Angela Merici Legacy Fund is also being given for the purchase of read-along books for children. These books combine picture books, chapter books, and non-fiction titles with audio recordings in an all-in-one read-along designed to capture a child's attention and make learning and literacy development fun.

Fiscal Impact

This grant from the Daly City Public Library Associates was not anticipated in the current Fiscal Year budget. Accept and appropriate the \$17,000 for expenditure in Fiscal Year 2025-26.

Summary/Conclusion

Staff is available to provide any additional information desired by the Mayor or City Council.

Respectfully submitted,

Chela Anderson
Library Director



City Council Agenda Report

Item # _____

Meeting Date: September 23, 2025

Subject: Amendment to the Professional Services Agreement with HDR Engineering, Inc. for Project Management Services

Recommended Action

Staff recommends the City Council approve and authorize the City Manager to execute Amendment No. 1 to the professional services agreement with HDR Engineering, Inc. of Oakland, California, to provide project management services in the amount of \$60,273.00, for a total contract amount of \$209,440.00.

Background

On April 8, 2025, an agreement was executed with HDR Engineering, Inc. to provide staff augmentation for project management services in an amount not to exceed \$149,167.00. The project manager performs contract administration, public bidding and consultant procurement, design support and preparation of bidding documents, and construction management on the Capital Improvement Program projects.

Discussion

The Public Works Engineering Division continues to have a vacancy in its Senior Civil Engineer position. The recruitment process is underway.

The proposed \$60,273.00 Amendment No. 1 includes budget for a part-time project manager for approximately two (2) additional months. The project manager will perform contract administration, public bidding and consultant procurement, design support and preparation of bidding documents, and construction management on CIP projects, as well as general office support. If approved, the existing contract of \$149,167.00 would increase by \$60,273.00 to a total contract amount of \$209,440.00.

Fiscal Impact

The estimated cost for Amendment No. 1 with HDR Engineering, Inc. provides for a not-to-exceed amount of \$60,273.00. Adequate funding for the consultant services is available for the project manager position by utilizing \$10,273.00 of salary savings from the vacant Senior Civil Engineering position and \$50,000.00 within the respective CIP projects. Therefore, no additional funds are required.

Summary/Conclusion

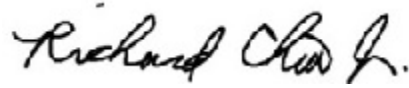
Staff recommends the City Council approve and authorize the City Manager to execute Amendment No. 1 to the professional services agreement with HDR Engineering, Inc. of Oakland, California, to provide project management services in the amount of \$60,273.00, for a total contract amount of \$209,440.00.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Shirley Chan
Acting City Engineer



Richard Chiu Jr.
Director of Public Works

Attachment: HDR Engineering, Inc. Agreement Amendment No. 1



**CITY OF DALY CITY
STAFF AUGMENTATION FOR
PROJECT MANAGMENT SERVICES**

AGREEMENT AMENDMENT NO. 1 Pages 1-3

DATE:	September 9, 2025
OWNER:	City of Daly City Richard Chiu, Jr., Director of Public Works 333 – 90 th Street, Daly City, CA 94015 (650) 991-8163
CONSULTANT:	HDR 505 14 th Street, Suite 1100 Oakland, CA 94612-1406

I. DESCRIPTION OF AGREEMENT AMENDMENT

A. Consultant shall extend the staff augmentation for a project manager (PM) part time for two (2) months. The staff augmentation for PM services shall be on a time and materials basis in accordance with the attached proposal dated September 3, 2025 (Exhibit A).	\$60,273.00
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TOTAL	\$60,273.00
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SUMMARY OF FUNDS TO BE CHARGED TO PO 22600222:

10131100-51009 (01-312-311-4220)	\$10,273.00
21762000-55108 (17-312-620-4536)	\$15,000.00
21762100-55105 (17-312-621-4534)	\$10,000.00
21787300-55105 (17-312-873-4534)	\$10,000.00
21767400-55108 (17-312-674-4536)	\$10,000.00
21785300- 55105 (17-314-853-4534)	\$5,000.00

II. CONDITIONS OF AGREEMENT AMENDMENT

It is understood and agreed that this Agreement Amendment is pursuant to and in accordance with all relevant provisions, conditions and requirements contained in the fully executed agreement April 8, 2025.

The Consultant is responsible for reaching settlements with all subconsultants, suppliers, and vendors whose work, materials or services were associated with this Agreement Amendment, including all claims arising out of this Agreement Amendment and holds the City of Daly City harmless from any and all claims and defense costs relating to such entities.

III. ADDITIONAL CONDITIONS OF AGREEMENT AMENDMENT

Agreement Section 4 – Term shall be extended to November 30, 2025.

IV. COST ANALYSIS

Original Agreement Total:	\$149,167.00
Agreement Amendment No. 1:	\$60,273.00
Revised Current Agreement Total:	\$209,440.00
All Agreement Amendments as Percentage of Original Agreement Total:	40.4%

ACCEPTED:
CONSULTANT:
HDR

BY: Vikrant Sanghai
Vikrant Sanghai, PE
Vice President

DATE: _____

ACCEPTED:
OWNER:
City of Daly City

BY: _____
Shirley Chan
Acting City Engineer

DATE: _____

BY: _____
Richard Chiu, Jr.
Director of Public Works

DATE: _____

BY: _____
Thomas J Piccolotti
City Manager

DATE: _____



September 3, 2025

Mrs. Shirley Chan, PE
City Engineer
City of Daly City
333 90th Street
Daly City, CA 9401

Subject: Request for Staff Augmentation for Permit Technician Services – Amendment No. 1

Dear Shirley,

It is our pleasure to submit our proposal for an extension, Amendment No. 1, to the Staff Augmentation for Permit Technician Services Project (Project) for the City of Daly City (City).

For this purpose, we will again be proposing Mr. Otis Chan, PE (No. 44669) who has more than 43 years of public agencies experience and has been the primary staff providing augmentation services for this contract. His new role will be to manage CIP projects for the City.

We understand the standards and requirements of the City and will work as an extension of the City's staff, requiring minimal guidance. Otis' role will be on a time-and-materials basis.

If you have any questions, please contact our proposed Project Manager:

Mr. Andrew Sekioka, PE (No. 61122)
(510) 285-1123 | andrew.sekioka@hdrinc.com

Sincerely,
HDR Engineering, Inc.

Vikrant Sanghai

Vikrant Sanghai, PE (No. 75022), PMP
Vice President

hdrinc.com

505 14th St., Suite 1100, Oakland, CA 94612-1406
(510) 285-1150



Client: City of San Mateo

CITY OF DALY CITY - STAFF AUGMENTATION FOR PERMIT TECHNICIAN SERVICES - TO 2 - AMENDMENT #1

TASK	Staff Name	Sekioka, Andrew	Chan, Otis	Jessica Morales	Vallecillo, Stefan	HDR Expenses	Total by Task		HDR Labor Escalation	Total
	Project Role	Senior Engineer	Senior Civil Engineer	Billing Accountant	Project Coordinator		Hours	Labor Cost		
Project Billing Rate		\$314.28	\$292.44	\$107.22	\$126.99				4%	
TASKS										
1	Staff Augmentation	4	200	2	2		208	\$60,214	\$0	\$60,214
Subtotal Hours		4	200	2	2					
Subtotal Dollars		\$1,257	\$58,488	\$214	\$254	\$59			\$0	\$60,273
Total Hours		4	200	2	2					208
Total Billing Amount		\$1,257	\$58,488	\$214	\$254	\$59			\$0	\$60,273

Total Project Cost	\$60,273
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City Council Meeting Agenda Report

Item # _____

Meeting Date: September 23, 2025

Subject: Affirm the Adoption of Project Bid and Contract Documents for the Vista Grande Drainage Basin Improvement Project

Recommended Action

Staff recommends that the City Council affirm the adoption of the project bid and contract documents for the Vista Grande Drainage Basin Improvement Project, including the project-specific Section 00700 – General Conditions, for use in the upcoming public bidding process.

Background/Discussion

The Vista Grande Drainage Basin Improvement Project represents the largest capital infrastructure effort undertaken in Daly City's history. In preparation for the competitive public bidding process, City staff developed tailored bid and contract documents specific to the scope and requirements of this project.

These documents include modifications to the City's standard Section 00700 – General Conditions. The revisions address project-specific needs, including federal funding compliance (e.g., WIFIA and SRF requirements), specialized safety and coordination obligations, and technical and scheduling complexities related to the scale of the work.

This action ensures the City is legally and procedurally prepared to proceed with soliciting bids in accordance with applicable public contracting requirements.

Fiscal Impact

None

Summary/Conclusion

Staff recommends that the City Council affirm the adoption of the Vista Grande-specific contract documents, including the revised Section 00700 – General Conditions, to finalize the bid package and advertise the project for competitive bids.

Staff is available to answer any questions regarding these documents.

Respectfully submitted,

Rose Zimmerman
City Attorney

Joshua Cosgrove
Director of Water and Wastewater Resources

Attachments: Draft Updated Bid Agreement
Draft General Conditions (Vista Grande Project)

PART II - GENERAL CONDITIONS

(For Vista Grande Drainage Basin Improvements, as modified from City Blue Pages)

DIVISION 0: PROPOSAL AND CONTRACT
00700 GENERAL CONDITIONS

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DIVISION 0: PROPOSAL AND CONTRACT

00700 GENERAL CONDITIONS

SECTION 00700 – GENERAL CONDITIONS

1. CONTRACT AND CONTRACT DOCUMENTS

The Contract Documents form the entire Contract for construction of the Work and consists of the documents identified in Section 0500, “Agreement.” The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

2. INTENT OF CONTRACT DOCUMENTS

- A. The intent of the Contract Documents is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Contract. Where the Specifications and Drawings describe portions of the work in general terms, but not in complete detail, then Contractor agrees to complete the Work as specified in Section 00500 “Agreement”.
- B. If the Contractor, in the course of the work, finds discrepancies between the Contract Documents and the physical condition of the locality, or errors or omissions in the Contract Documents, or in the layout as given by points and instructions, it must be the Contractor’s duty to inform the City in writing.
- C. The specifications are presented in sections for convenience. However, this presentation does not necessarily delineate trades or limits of responsibility. Sections of the Specifications and Drawings are interdependent and applicable to the project.
- D. The Contract Documents are complementary, and what is called for in one is binding as if called for in all.
- E. It is expressly stipulated that the Contract Documents set forth the requirements as to the nature of the completed work and do not purport to control the method of performing work except in those instances where the nature of the completed work is dependent on the method of performance.
- F. Except as provided elsewhere in the Contract Documents, the City will not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work.
- G. Except as provided elsewhere in the Contract Documents, the City will not be responsible for or have control or charge over the acts or omissions of the Contractor, or their subcontractors, agents, employees, or other persons performing the work. General control of the work exercised by the City must not make the Contractor an agent of the City, and the liability of the Contractor for damages to persons and/or to public or private property arising from the Contractor's execution of the work must not be lessened because of such general control.
- H. Contract Documents and information available to Bidders and copies thereof furnished by the City are the property of the City and must not be reused on other work and, except for the signed Contract sets, are to be returned to it, on request, at the completion of the work. Models are the property of the City.

3. DEFINITIONS

- *Acceptance by City:* Action by the City Council, as determined in writing by the City, stating that the City Council accepts the contractor's work based on the Engineer's certification that all provisions of the contract have been fully complied with and to the satisfaction of the Engineer; or in the case of certain improvements, action to accept the Contractor's work by the Board of Directors of the North San Mateo County Sanitation District, a subsidiary agency of the City of Daly City.

DIVISION 0: PROPOSAL AND CONTRACT

00700 GENERAL CONDITIONS

- *Addenda*: Written documents modifying the Bid Documents issued by the City prior to opening of Bids.
- *Agency*: See *Daly City Redevelopment Agency*.
- *Agreement*: The written and executed agreement between City and Contractor covering the work to be performed in accordance with the Contract Documents.
- *Agency Having Jurisdiction*: Permitting building agency; may be a federal, state, local, or other regional department, or individual including building official, fire chief, fire marshal, chief of a fire prevention bureau, labor department, or health department, electrical inspector; or others having statutory authority. AHJ may be Owner when authorized to be self-permitting by governmental permitting agency or when no governmental agency has authority.
- *As Approved*: Understood to be followed by the words "by the City," unless otherwise qualified.
- *As Indicated*: Understood to be followed by the words "by the Contract Documents"
- *Appendices*: Supplementary material usually attached at the end of a piece of writing. Appendices are included as Appendix documents to the specification sections.
- *Bid*: The offer of the bidder for the work when made out and submitted on the prescribed bid form, properly completed, signed, and guaranteed.
- *Bid Bond*: The cash, cashier's check, certified check, or bidder's bond accompanying the bid submitted by the bidder; as a guarantee that the bidder will enter into a Contract with the City for the performance of work herein described.
- *Bidder*: Any individual, partnership, firm, or corporation acting directly or through a duly authorized representative, submitting a proposal to perform the work on the project.
- *Certificates*: Document affirmations by the Contractor that the work is in accordance with the Contract Documents.
- *Change Order*: Document signed by the Contractor and City authorizing the addition, deletion, or revision in the work or an adjustment in the contract price or the contract time, issued on or after the effective date of the agreement.
- *City*: The City of Daly City, California and/or its subsidiary agencies, i.e. North San Mateo County Sanitation District, Daly City Redevelopment Agency, etc., acting through the City Council, the District or other duly authorized authority.
- *City Representative*: The authorized on-site representative of the City, as identified at the preconstruction conference, in the performance of inspections and contract administration on behalf of the City.
- *Claim*: A written demand or assertion by Contractor seeking an adjustment in the Contract Sum or Contract Time or both, arising out of or related to a dispute in the interpretation of the Contract Documents, submitted by the Contractor to the City in accordance with Section 00700, General Conditions.
- *Construction Manager*: The entity named by the City as its authorized representative responsible for providing construction administration and construction inspection services.
- *Contract*: The written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. The Contract is comprised of the Contract Documents and supplemental agreements amending or extending the work. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the Contract, and include Addenda and Contract Change Orders.
- *Contract Documents*: Documents listed in Section 00500 "Agreement".

DIVISION 0: PROPOSAL AND CONTRACT

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- *Contract Plans and Specifications:* The written directions, provisions, and requirements contained in the contract documents pertaining to the method and manner of performing the work on the project, or to the quantities, and the qualities of the materials to be furnished under the contract. They include the graphic and pictorial drawings showing the design, location, and dimensions of the Work.
- *Contract Time:* Synonymous with the term "time required for completion of the contract milestones defined in the contract".
- *Contractor:* The individual, partnership, firm, or corporation executing the contract, acting directly or through lawful agents or employees, who is primarily liable for the acceptable performance of the work for which he has contracted, and also the payment of all legal debts pertaining to the work
- *Council:* The duly elected City Council of the City of Daly City.
- *County:* The County of San Mateo.
- *Daly City Redevelopment Agency:* The Agency. A political subdivision of the State of California, whose Board of Directors are the City Council of Daly City, and whose purpose is the redevelopment of certain portions of the City's older business areas.
- *Days:* The word "days" shall mean calendar days unless specifically noted otherwise.
- *Directed:* Terms such as directed, requested, authorized, selected, approved, required, and permitted mean directed by the City, requested by the City, and similar phrases.
- *Drawings:* Refer to definition of Contract Plan and Specifications.
- *Engineer:* The architect or engineer retained by the City, or the person or persons designated by the City as its engineering representative during of construction, acting either directly or through properly authorized agents, such agents acting within the scope of the duties delegated to them.
- *Execution:* Inclusive of performance, workmanship, installation, erection, application, field fabrication, field quality control, and protection of installed products.
- *Experienced:* The term experienced, when used with the term Installer means having a minimum of five previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction, unless otherwise specified.
- *Faithful Performance Bond:* The approved form of security furnished by the Contractor and Contractor's surety as a guarantee that the Contractor will be responsible for the entire and satisfactory fulfillment of the contract.
- *Final Completion:* The date of written acceptance by the City that when the work including punch list work has been fully completed in accordance with the Contract Documents and is ready for acceptance and final payment by the City.
- *Final Inspection:* The inspection conducted by the City to verify that the uncompleted work identified on the Final Punch List is complete and all Work in this Contract has reached Final Completion.
- *Furnish:* To supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- *General Conditions:* Refers to this document, Specification Section 0700, and is not to be construed as referring to the Standard Blue Book General Conditions that applies to other City projects.
- *Holiday:* City observed holidays as stated in Section 01010 "Special Conditions".
- *Indicated:* Refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as indicated, shown, noted, scheduled, and specified are used to help the reader locate the reference. There is no limitation on location.
- *Inspector:* An authorized representative of the Engineer assigned to make all necessary inspection of

DIVISION 0: PROPOSAL AND CONTRACT

00700 GENERAL CONDITIONS

- the work performed, or being performed, or of the materials furnished or being furnished by the Contractor.
- *Install*: The term install describes operations at the Project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, constructing, and similar operations.
 - *Milestone*: A principal date or time specified in the Contract Documents relating to an intermediate event prior to Substantial Completion.
 - *Non-Conforming Work*: Work that is unsatisfactory, faulty, omitted, incomplete, or deficient; does not conform to requirements of the Contract Document, or damaged or disturbed by Contractor Operations.
 - *North San Mateo County Sanitation District*: The District. A subsidiary agency of the City of Daly City for the purpose of providing sewer collection and treatment services and maintenance of the facilities required therefore
 - *Notice to Proceed or NTP*: The written notice issued by the City to Contractor authorizing work to proceed and establishing commencement of Contract Time. The contract may specify more than one NTP for certain portions of the Work.
 - *Or Equal*: "Or equal" indicates that the "equal" product be the same or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by specific reference to salient characteristics of features, capacities, or other relevant metrics.
 - *Ordinance*: The General Ordinances of the City, published by order of the City Council, as embodied in the Code of the City of Daly City.
 - *Payment (Labor and Material) Bonds*: The approved form of security furnished by the Contractor and Contractor's surety as a guarantee that all bills and accounts for materials and labor used in the construction of the work on the project will be paid in full, as provided by law.
 - *Plans or Drawings*: "Plans" refers to the official plans, drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by State Licensed Professional Engineer, which show the location, character, dimensions, and details of the work to be performed. If used, the term "Drawings" may be considered interchangeable with the term "Plans". Plans may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.
 - *Products*: Inclusive of material, equipment, systems, shop fabrications, mixing, source quality control.
 - *Project Site*: The space available to the Contractor for performing construction activities, either exclusively or in conjunction, with others performing other work as part of the Project. The extent of the Project Site is indicated and may or may not be identical with the description of the land on which the Project is to be built.
 - *Proposal Form*: The approved form on which the written offer or formal bid is to be prepared and submitted.
 - *Provide*: The term provide means to furnish and install indicated item(s), complete and ready for the intended use.
 - *Punch List - Final*: The final listing of items of the Work that, in the City's opinion, remain uncompleted after Substantial Completion but that must be completed by the Contractor prior to Final Completion.
 - *Punch List – Substantial Completion*: The listing issued by the City of items of the Work that must be completed before the City considers the Work to be substantially complete.

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- *Regulatory*: The term regulations include laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- *Shop Drawings*: All drawings, diagrams, illustrations, schedules and other information assembled by or for the Contractor and submitted to the City.
- *Special Provisions*: Contract provisions specifically applicable to a particular project, i.e. time for completion, liquidated damages; and any changes or additions to the City Standard Specifications.
- *Specifications*: The terms, provisions, and requirements contained in the Contract Documents and identified in Section 00500 "Agreement" and are synonymous with "Technical Specifications." Where standard specifications have been developed by professional organizations and included by reference into the specifications, then the applicable portions of such standard specifications or guidance documents become a part of these Contract Documents.
- *State*: State of California.
- *State Licensed Professional Engineer*: An individual who is registered or licensed to practice their respective design profession as defined by statutory requirements of professional registration laws of California.
- *State Specifications*: Whenever, in these specifications, reference is made to the State Specifications and/or the State Standard Drawings, when indicated, it shall mean the latest edition of the State of California, Business and Transportation Agency, Department of Transportation Standard Specifications and/or Standard Plans. Whenever the following terms are used in the State Specifications or the State Standard Plans, the terms shall mean "*The City Engineer of the City of Daly City*".
 - Department of Transportation
 - Director of Transportation
 - State Highway Engineer
 - State Engineer
- *State Standard Plan (State Standard Drawing)*: See *State Specifications*
- *Subcontractor*: An individual, partnership, firm or corporation supplying labor and materials, or labor only, or equipment for work at the site of the project whose contractual relationship is with the Contractor and not with the City.
- *Subcontractor*: An individual, partnership, firm or corporation supplying labor and materials, or labor only, or equipment for work at the site of the project whose contractual relationship is with the Contractor and not with the City.
- *Substantial Completion*: The work has progressed to the point that:
 - The work is ready for beneficial use and occupancy by the City for the intended purpose, including the completion of all work on the Punch List-Substantial Completion.
 - Fire and life safety work has been completed, inspected and accepted.
 - Mechanical and process systems and equipment are complete and have been put in automatic operation.
 - Completing the work will not significantly interfere with the City's convenience or use
 - Completing the work will not increase the cost of, or reduce revenue from, operating the work.
- *Work*: The performance by the Contractor of its responsibilities and obligations set forth in the Contract Documents including all labor, supervision, services, material and equipment required.
- *Work on (at) the Project*: Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor complete and functional for the intended use.

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- *Working Days:* Any day except Saturdays, Sundays, legal holidays observed by the City, and days on which the Contractor is specifically permitted by the Engineer to suspend construction operations on account of inclement weather or conditions resulting therefrom, or labor disputes.

4. CONFLICTING CONDITIONS

- A. In case of conflict between Contract Documents notify the City in writing prior to proceeding with the work. The order of precedence, of which components of the Contract Documents govern over others, is indicated below:
 - 1. Change Orders (including modifications to the Contract Documents)
 - 2. Agreement
 - 3. Permits issued by other agencies
 - 4. Addenda
 - 5. Special Conditions
 - 6. General Conditions
 - 7. Division 01 Specifications
 - 8. Division 02-17 Specifications
 - 9. Drawings
 - 10. Bid Documents
- B. With reference to the Drawing, the order of precedence shall be as follows:
 - 1. Enumerated dimensions govern over scaled dimensions
 - 2. Detail drawings govern over general drawings
 - 3. Addenda or Change Order drawings govern over Contract Drawings
 - 4. Contract Drawings govern over Standard Drawing
 - 5. Contract Drawings govern over Shop Drawings
- C. Notwithstanding the orders of precedence above, in the event of conflicts, the higher standard must apply.
- D. Should it appear that the work to be done or the matters relative thereto are not sufficiently detailed or explained in the Specifications and Drawing, the Contractor must submit an RFI and conform to the response as part of the Contract. In the event of doubts or questions arising respecting the true meaning of the Specifications and Drawing, reference must be made to the Engineer, whose decision thereon will be considered final and conclusive.
- E. Any reference made in the Specifications or on the Drawing to any specification, standard, method, or publication of scientific or technical society or other organization must, in the absence of a specific designation to the contrary, be understood to refer to the Specification, standard, method, or publication in effect as of the date that the work is advertised for bids

5. PRE-CONSTRUCTION CONFERENCE

Between the period of awarding the contract and actual construction, the Engineer shall call a pre-construction conference for the project. The Contractor's project management team including the Project Manager in charge of the project shall be in attendance. The meeting will be chaired by the City. Reference Division 1 of the Specification for additional requirements of the conference.

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A preliminary construction schedule for the project shall be submitted as required in Specification Section 01310 prior to the conference.

6. PLANS AND SPECIFICATIONS

The Contractor shall keep a complete set of the *Contract Plans and Specifications*, including Addenda and Change Orders at the work site.

7. SUBMITTAL SCHEDULE

A submittal schedule shall be furnished to the Engineer to review within 10 working days after the Contract Award in accordance with the guidelines specified in Submittal Procedures Section 01300.

8. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

As the work progresses, the Contractor may be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract and to clarify the design.

The additional drawings and instructions thus supplied to the Contractor will complement with the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. Additional drawings or instructions issued by the City that cause a change in schedule or cost to the Contractor will be addressed by written notification to the City in accordance with Section 00700, "General Conditions".

9. RECORD DRAWINGS ("AS-BUILTS")

The Contractor shall mark on one set of City furnished full size printed Plans ("prints"), any and all deviations from plan dimensions, elevations or orientations to include without limitations the dimensions, pipe materials, horizontal and vertical locations of all utilities encountered not originally shown on plans. The Contractor shall submit same in electronic format to the Engineer upon completion of the job and before acceptance of the project. At the work site, the Contractor shall maintain a neat and legible set of marked prints which shall be updated at least once each day and shall be available to the Engineer for review. The Contractor shall review the updated record prints with the City upon request. At the completion of construction, the Final Contract Payment shall be contingent upon delivery to the Engineer a set of full-size plans in an electronic format acceptable to the City on which the Contractor has transferred all "as-built" information.

10. PRECONSTRUCTION VIDEOS AND PHOTOS

Prior to initiation of any construction work, the Contractor shall, at his expense, provide to the City a copy of a digital video recording and digital photos in a format and resolution acceptable to the City showing clearly and completely existing conditions throughout the work site and the immediate adjacent areas. Contractor shall verify the scope of the video with the Engineer prior to conducting survey. Video shall be of at least 30 minutes in duration. The video taping shall be of good quality and shall document areas and items to be affected by the work including all surface staging and work areas, street pavement conditions, road improvements, existing trees and streetscapes along the entire work route. The location of taping shall be clearly identifiable and a concurrent voice narrative in the recording shall describe concisely the project work and the noteworthy items affected by the project. The video tape and photos shall be labeled as to project title, location, and date of recording. The date of the day of recording and photos shall be indicated in the video and photographs.

11. GRADE CERTIFICATES

For the following work Contractor shall provide to the City "as-built" Grade Certificates signed by a Land Surveyor or qualified Civil Engineer registered in the State of California for the following work:

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- A. Top of curb and lip of gutter elevations at intervals of no more than 50 (fifty) feet, and at both ends of the curb returns;
- B. back of sidewalk grades at intervals of 50 (fifty) feet;
- C. rim and invert elevation of each drain inlet, manhole, and sewer structure;
- D. roadway sub-base, base, and finish grade elevations for new roadway construction; and
- E. finish grades for a grading operation.

Payment for providing the required "as-built" Grade Certificates shall be included in the appropriate bid item price for various bid items.

12. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall be familiar with all Federal, State, and local laws, codes, ordinances and regulations which in any manner affect those engaged or employed in the work or the materials or equipment used in or upon the site or in any way affect the conduct of the work on the project. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of the contract.

The Contractor at all times shall observe and comply with all Federal, State, and local laws, codes, ordinances and regulations in any manner affecting the conduct of the work on the project.

WIFIA and SRF Compliance: All work under the Contract shall comply with requirements associated with WIFIA and SRF funding, including but not limited to:

- Buy America requirements.
- Compliance with Davis–Bacon Act or applicable State wage requirements.
- Federal Audit (Single Audit Act standards).
- Required annual progress reporting, sustainability metrics, and environmental reporting.
- Documentation of Disadvantaged Business Enterprises (DBE) involvement, if applicable.

All rules, orders, and regulations prescribed by State and Federal Agencies, including but not limited to Industrial Accident Commission (IAC) of the State of California and the California Occupational Safety and Health Administration (CALOSHA) shall be observed. The Contractor shall provide and maintain all necessary barriers, guards, temporary bridges, watchperson and lights. Warning lights in the form of lanterns or flares shall be in place and lighted on all construction work on public streets, highways, or rights-of-way from sunset to sunrise.

13. EMPLOYMENT OF UNDOCUMENTED IMMIGRANTS

During the performance of this contract, the Contractor agrees not to employ on such project any alien in the United States in violation of the Immigration and Nationality Act or any other law, convention, or treaty of the United States relating to the immigration, exclusion, deportation, or expulsion of undocumented immigrants.

The Contractor will include the provisions of the preceding paragraph in every subcontract so that such provisions will be binding upon each subcontractor.

14. CONTRACTOR'S OBLIGATIONS

The Contractor shall and will, in a competent manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the

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time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the work.

The Contractor shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall comply with all terms, conditions, requirements, and limitations of the contract documents.

At all times the Contractor shall cooperate with other contractors, city personnel and public, and to the fullest extent possible coordinate his work to provide the least inconvenience possible to others.

15. EMPLOYEES OF CONTRACTORS

The Contractor, or any subcontractor doing work on the project, shall employ such superintendents and workers as are careful, competent, and skilled in the trade for which they were hired as described in Section 13. The Engineer may demand the removal from the project of any person or persons employed by the Contractor in, about, or upon the work who shall exhibit misconduct, incompetence, or negligence in the proper performance of their duties, or neglect or refuse to comply with the directions given by the authorized City personnel, and such person or persons shall not be employed on the project again without the written consent of the Engineer. Neither the City nor the Contractor shall employ or otherwise engage the service of any employee of the other party.

16. SUPERINTENDENCE BY CONTRACTOR

- A. At the site of the work, the Contractor shall employ a construction superintendent who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer.
- B. The Contractor shall give to the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer and inspectors and with other contractors in every way possible. The Contractor shall keep on the work at all times during its progress, a competent superintendent and any necessary assistants, all of whom shall be satisfactory to the Engineer.
- C. The Contractor's superintendent shall not be changed except with the consent of the Engineer, unless this superintendent proves to be unsatisfactory to the Contractor and ceases to be in the Contractor's employ. The Contractor's superintendent shall represent the Contractor and all directions given shall be as binding as if given to the Contractor.
- D. The Contractor shall conform to all instructions, rulings, and decisions of the Engineer, provided that the Contractor may require such in writing, and the Contractor shall be liable to the City for any failure to conform thereto without delay.

17. SUBCONTRACTING

- A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- B. The Contractor shall be fully responsible to the City for the acts and omissions of the Contractor, the Contractor's subcontractors, and of persons either directly or indirectly employed by them.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of these General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

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- D. Nothing contained in this contract shall create any contractual relations between any subcontractor and the City.
- E. In compliance with the provisions of Sections 4100-4114, inclusive, of the Public Contract Code of the State of California, and any amendments thereof, the Contractor shall not, without the written consent of the City, either:
 - 1. Substitute any person as subcontractor in place of the subcontractor designated in the original bid, or permit any such subcontractor to be assigned or transferred or allow the subcontract work to be performed by anyone other than the original subcontractor listed in the bid without complying with Public Contract Code Section 4107.

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2. Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the Contractor's total bid, or ten thousand dollars (\$10,000) in the case of construction of streets and highways, whichever is greater, as to which no subcontractor was designated in the original bid. Subletting or subcontracting in this regard shall be permitted only in case of public emergency or necessity, and then only after a City finding reduced to writing as a public record of City setting forth the facts constituting the emergency or necessity.

IF THE CONTRACTOR VIOLATES ANY OF THE PROVISIONS OF SAID SECTION 4100-4114, INCLUSIVE, OF SAID PUBLIC CONTRACT CODE, OR ANY AMENDMENTS THEREOF, THE CONTRACTOR VIOLATES THIS CONTRACT AND THE CITY MAY CANCEL THE CONTRACT.

- F. All of the conditions set forth herein shall be part of every subcontract and shall be inserted by the Contractor into said subcontract, and shall further provide that the conditions hereof shall be binding upon each and every subcontractor.

18. SEPARATE CONTRACTS

The Contractor shall coordinate operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Engineer immediately of lack of progress or defective work on the part of other contractors where it impacts the contractor.

19. ASSIGNMENTS

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the City. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

20. NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the City relative to any part of the contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor's last given address, or delivered in person to said Contractor or authorized representative on the work.

21. SURVEYS

Contractor shall lay out all work from base lines, benchmarks, and reference points, as shown on the drawings and as provided by the City. Contractor shall provide all necessary surveying services to successfully perform the Work in accordance with Specification 01042, "Surveying".

22. PERMITS, LICENSES AND REGULATIONS

- A. Contractor shall secure all necessary permits and licenses in accordance with Specification Section 01010, "Special Conditions", and Specification Section 01062 "Environmental Procedures", and pay all fees and taxes required by law and the costs therefore shall be included in the bid prices.
- B. The Contractor shall be required to have a State of California Department of Transportation (CALTRANS) Encroachment Permit for all work performed within State rights-of-way.
- C. No charges will be made for City-issued permits. The Contractor and all subcontractors shall pay for and receive a Daly City Business License(s).

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- D. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities.

23. REPORTS, RECORDS AND DATA

The Contractor shall submit to the City such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning work performed or to be performed under this contract.

The Contractor agrees to provide any and all information and file any and all necessary forms as required by any State or Federal Agency, or required under any State or Federal law.

24. PAYROLLS AND BASIC RECORDS

The Contractor shall submit weekly a copy of all payrolls to the City within seven (7) calendar days after work has been performed. The copy shall be accompanied by a statement signed by the employer or employer's agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Department of Industrial Relations and that the classifications set forth for each laborer or mechanic conform with the work he performed. The Prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

25. UNDERGROUND SERVICE ALERT (USA) MARKINGS

After work has been completed on the project and before requesting final inspection, the contractor shall, at his own expense, remove all USA markings and such other markings that were painted on the pavement, sidewalk, curb, etc. used to guide the contractor in the pursuance of his work, using methods acceptable to the Engineer. Removal of said markings shall not, in any way deface, destroy or otherwise render surface of structure unsightly or aesthetically inferior to the adjacent surface.

26. ERRORS AND DISCREPANCIES NOTED BY CONTRACTOR

- A. The Contractor shall supervise the work. The Contractor shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Engineer, any error, inconsistency or omission discovered.
- B. If the Contractor, either before commencing work or in the course of the work, finds any discrepancy between the plans and specifications as they relate to the physical conditions at the site of the work, or finds any error or omission in any of the drawings or in any survey, the Contractor shall promptly notify the Engineer, in writing, of such discrepancy, error, or omission.
- C. If the Contractor observes that any drawings or specifications are at variance with any applicable law, ordinance, regulation, order, or decree, the Contractor shall promptly notify the Engineer, in writing, of such conflict and shall not proceed with the work until so ordered by the Engineer. The Contractor shall not take advantage of any apparent errors or omissions in the plans or specifications.
- D. Until instructions are given, any work done by the Contractor that is covered under this Section, either directly or indirectly, after discovery of such error, discrepancy, or conflict, will be at Contractor's own risk and Contractor shall bear all costs arising therefrom. The Contractor may continue to work in areas that are not affected.

27. CONSTRUCTION PROJECT SIGNS

The Contractor shall provide and maintain project information signs in the vicinity of the construction area during the construction period as per contract stipulations, in particular Division 1 Specifications. Construction signs shall be in place at the start of construction activity. The location of signs will be as

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directed by the City. Materials and design information for the signs shall be as specified in the project drawings.

28. EXISTING UTILITIES

- A. At least forty-eight (48) hours prior to beginning any underground excavation (including potholing) one foot (1') or more in depth, the Contractor shall notify Underground Service Alert at (800) 642-2444 or 811 for location and marking of participating existing utilities. The Contractor shall also notify the Engineer at least forty-eight (48) hours prior to beginning potholing operation, so that the Contractor's operations may be observed.
- B. The precise location of underground facilities are to be determined by Contractor by careful probing or hand digging.
- C. The location of known existing utilities and pipelines are shown on the Drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities which are to remain in service subsequent to the construction of the particular new facility involved and will be held responsible for their repair and other related costs if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown or that the locations indicated are accurate.
- D. The Contractor shall exercise extreme caution in working in the area adjacent to the existing pipelines and utility services. It is essential that all the existing facilities be maintained in service. Construction of the connections between the existing facilities and the new facilities shall be at times and during periods acceptable to the City. The Contractor shall advise the Engineer in writing of his proposed construction schedule for these connections at least forty-eight (48) hours in advance.
- E. The Contractor shall, at least five (5) days before construction in the vicinity, uncover all piping and conduits, and confirm the clearances (potholing), where crossings, interference, or connections are shown on the Drawings, prior to the preparation of pipe shop drawings, or trenching or excavating for placement of any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service. If the Contractor does not expose all required utilities, the Contractor shall not be entitled to additional compensation for work necessary to avoid interference nor for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury or damage to workmen and to the electrical ducts or conduits.
- F. Contractor shall adequately protect sanitary sewer laterals, water service laterals, and all utilities crossing the proposed construction trench whether they are shown on the plans or not. All cost of potholing shall be considered as included in the appropriate bid price of the pipeline, and no additional compensation shall be allowed.
- G. No excavation exceeding 6" in depth below existing grade shall be performed except by hand operated tools until the location and alignment vertical and horizontal of all high-risk facilities, if any, within 100 feet of proposed work have been field identified.
 - 1. High risk facilities include but are not limited to the following:
 - a. Pipelines greater than 6" in diameter or pipelines operating at pressure greater than 60 PSIG conducting natural gas, petroleum products or other toxic or flammable gas or liquid, and
 - b. Electrical underground conductors with a potential to ground of more than 300 volts either directly buried or in duct or conduit, and which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

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- c. Fiber optic cables and such other utilities the Engineer may deem as high risk.
2. All excavation within 2 feet in all directions of high-risk facilities shall be carried out by hand tools unless a previous written approval from the Engineer has been obtained.
3. The minimum spacing between potholing locations along high-risk facilities shall depend on the clearance between proposed excavation and high-risk facility as follows:

Interval Between Potholing (Feet)	Clearance Between Edge of Proposed Excavation and High-Risk Facility
100	> 2'
200	> 8'
300	> 25'
400	> 50'
500	> 100'

29. REMOVAL/RELOCATION OF PUBLIC SERVICE OR OTHER EQUIPMENT OR STRUCTURES

In case it shall be necessary to remove or relocate any telephone, telegraph, or electric power transmission poles, gas pipes, water pipes, electrical conduits, or other underground structures, or any above ground structures, the Contractor shall notify immediately the Engineer, and the affected utility or private owner. Attention is directed to the fact that overhead and underground utilities may cross the work area.

The Contractor's attention is directed to the requirements of Government Code Section 4216 for obtaining an inquiry identification number prior to excavation in any public street or right-of-way.

30. CONSTRUCTION PROGRESS SCHEDULE

The Contractor shall prepare and submit construction schedules in accordance with Section 01310, "*Construction Progress Schedule*". The Contractor shall commence work on the project within ten (10) calendar days after receiving the Notice to Proceed from the City. The Contractor shall notify the Engineer at least two (2) workdays in advance of the time he intends to start work.

The Contractor shall conduct the work in such a manner and with sufficient materials, equipment, and labor as is considered necessary to ensure its completion within the time limits set forth herein. Should the prosecution of the work for any reason be discontinued by the Contractor, with the consent of the Engineer, the Contractor shall notify the Engineer at least twenty-four (24) hours in advance of resuming operations.

31. SCHEDULE OF VALUES

The Contractor shall prepare, submit, and maintain a Schedule of Values for the purpose of providing a detailed breakdown of the contract price to be used for monthly payment requests in accordance with Section 01010 ("Special Conditions").

32. TIME FOR COMPLETION

- A. It is hereby understood and mutually agreed, by and between the Contractor and City that the date of beginning and the time for completion as specified in the contract of work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on the date to be specified in the Notice to Proceed. The Contractor must be entirely responsible for delays in the work that may be caused by

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failure to give such notice. The City has the right to specify the locations where the Contractor must start and proceed with the work.

- B. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual conditions prevailing in this locality.

C. Delays

1. When the Contractor foresees a delay in the prosecution of the work and immediately upon the occurrence of a delay, the Contractor must notify the City in writing of the probability of the occurrence and the estimated extent of the delay, and its cause. The Contractor must take immediate steps to prevent, if possible, the occurrence or continuance of the delay. The Contractor agrees that no claim must be made for delays that are not called to the attention of the City at the time of their occurrence or when the Contractor should have been aware of their occurrence
2. If the occurrence may delay the prosecution of work beyond the time of completion based on the latest approved schedule update in effect at the time of delay, the Contractor shall furnish to the City written documentation and analysis of the occurrence and extent of the delay in accordance with the scheduling provisions of the Contract.
3. Non-Excusable Delays are Contractor-responsible delays in the prosecution of the work include delays which could have been avoided by measures within the Contractor's control.
4. Excusable Delays in the prosecution or completion of the work that include delays which result from causes beyond the control of the Contractor, and which could not have been avoided by measures within the Contractor's control.
5. Inclement Weather will not be considered unless such delays exceed the inclement weather day allowance as defined in Section 01010 "Special Conditions", and will not be considered unless the occurrence prevents the Contractor from performing work for at least 75 percent of the normal labor and equipment force for at least 5 hours of each work shift toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.
6. Force Majeure Occurrences may include, but are not limited to, earthquakes in excess of 3.5 on the Richter Scale, fire, flood, or wildfire smoke, and will not be considered unless the occurrence prevents the Contractor from performing work for at least 75 percent of the normal labor and equipment force for at least 5 hours of each work shift toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.
7. Material shortages will not be considered as cause for Excusable Delay unless the Contractor has demonstrated every reasonable effort has been made to obtain such materials, or obtain acceptable substitute materials, from known sources within reasonable reach of the proposed work. Only the physical shortage of material, caused by unusual circumstances, will be considered under these provisions as a cause for delay, and no consideration will be given to claims that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is indicated to the satisfaction of the City that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. A delay for shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling of procurement. The above provisions apply equally to equipment to be installed in the work.
8. Compensable Delays in the prosecution or completion of the work will include delays that occur through no fault of the Contractor and prevent the Contractor from performing work for at least 75 percent of the normal labor and equipment force for at least 5 hours of each work shift toward completion of the current critical activity item(s) on the latest accepted progress schedule due to one or more of the following causes(s):
 - a. Delays due solely to the actions and/or inactions of the City.

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- b. Delays due to differing site conditions as addressed in Section 00700 “General Conditions”.
 - c. Delays due to other Contractors employed by the City who interfere with the Contractor's prosecution of the work as defined above.
 - 9. Delay will be compensable if the claimed event or occurrence delays completion of the work beyond the contractual completion date or the completion date indicated in the accepted initial or updated schedules, and the delay affects an activity while such activity is or was on the critical path.
 - 10. No delay will be compensable unless the claimed event or occurrence delays completion of the work beyond the scheduled completion date of current approved schedule at the time of the delay.
 - 11. Concurrent Delays are those delay periods when the prosecution of the work is delayed during the same period of time due to causes from a combination of Non-Excusable Delays and Excusable Delays or Compensable Delays, as defined herein. During such concurrent delay periods, time extensions will be granted based on the type of delay as defined in this section; however, the Contractor will not be compensated for delay damages attributable to a Non-Compensable Delay, or for other damages, and the City will not assess its actual costs as defined in Non-Excusable Delays.
- D. Time Extension
- 1. Non-Excusable Delays – The City may, in its sole discretion, grant an extension of time for non-excusable delays. If the City grants an extension of time for non-excusable delays, the Contractor agrees to pay the City’s actual costs, including charges for engineering, inspection and administration incurred during the extension.
 - 2. Excusable or Compensable Delays – If the Contractor is delayed in the performance of its work as defined herein for Excusable Delays or Compensable Delays, beyond that of concurrent Non-Excusable Delay, then the Contract milestone and completion date may be extended by the City for such time that, in the City’s and determination, the Contractor’s completion date will be delayed, provided that the Contractor provides timely notice:
 - 3. The Contractor must provide timely notification as provided by this Contract and may submit in writing a request for an extension of time to the City stating at a minimum the probable cause of the delay and the number of days being requested. Contractor time extension requests must be submitted as a change order request in accordance with the requirements of Section 01310 “Construction Progress Schedule.” The following applies to such requests:
 - a. If requested by the City, the Contractor must promptly provide sufficient information to the City to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the work.
 - b. Should the Contractor fail to fulfill the foregoing, which are conditions precedent to the right to receive a time extension, the Contractor waives the right to receive a time extension.
 - c. Should the Contractor fail to complete the work within the time specified in the Contract, as extended in accordance with this clause if appropriate, the Contractor must pay to the City liquidated damages in accordance with Section 00500 “Agreement” (“Liquidated Damages”).
- E. Delay Damages
- 1. Indirect Overhead – The Contractor will be reimbursed for indirect overhead expenses for periods of time when the work is delayed as defined herein for Compensable Delays. However, no reimbursement for indirect overhead or other costs or damages will be made for compensable delays which occur during a Concurrent Delay as defined herein for Concurrent Delays. As a condition precedent to reimbursement, the Contractor must fulfill conditions as defined herein for Excusable or Compensable Delays. No additional markup for overhead or profit will be provided for such indirect overhead expenses.

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2. Indirect Field Overhead – For those allowable delay periods as defined herein for Indirect Overhead, the Contractor will be reimbursed for its indirect field overhead, subject to Contractor providing supporting written documentation based on:
 - a. Invoices for field office equipment.
 - b. Actual salary and benefits for field office staff.
 - c. Fair rental values acceptable to the City for construction equipment idled due to the delay.
3. Indirect Home Office Overhead – For those allowable delay periods as defined above for Indirect Overhead, the Contractor will be reimbursed for its daily home office overhead based on the following formula:

$$\text{Contract Bid Price (\$)} \div \text{Contract Period (Days)} \times (0.04) = \text{Daily Home Office Overhead (\$ / Day)}$$
4. As it is impractical to determine the actual home office overhead, such reimbursement must be mutually agreed between the City and Contractor to encompass full payment for home office overhead expenses for such periods of time for the Contractor and subcontractors.
- F. The Contractor shall furnish in a timely manner schedules and schedule updates, as specified in the Contract. The Contractor may perform work at a time earlier than shown in such schedules, provided such action is approved by the Engineer.
- G. The capacity of the Contractor's construction equipment and plants, the sequence and methods of operation, and forces employed shall be such as to achieve completion of the work within the time specified in the Contract or adjustment thereof. All such means and methods, and conduct, shall be the Contractor's responsibility.
- H. If the City determines that the Contractor's progress is insufficient to achieve completion of the work within the time specified or adjustments thereof, the City may order the Contractor to improve progress by doing any or all of the following:
 1. Furnish a recovery plan or schedule for improving progress.
 2. Take steps as necessary to improve progress and advise the Engineer thereof in writing.
 3. Increase personnel employed, add overtime operations, increase the number of shifts, increase the capacity of construction equipment and plants, change the sequence of operations, change the methods of operations, or take other steps to improve progress.
- I. An order to improve progress as described in Section 00700 "General Conditions" shall be at no additional cost to the City and shall not be considered an order to accelerate or a notice of default within the meaning of Public Contract Code Section 10253.

33. OVERTIME COMPENSATION

The Contractor shall comply with the overtime compensation requirements of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815.

34. DIFFERING SITE CONDITIONS

- A. The Contractor shall promptly, but no later than ten days after discovery, and before the conditions are disturbed, give a written notice to the Contracting Officer of-
 1. Subsurface or latent physical conditions at the site which differ substantially and materially from those indicated in this contract; or

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2. Unknown physical conditions at the site, of an unusual nature, which differ substantially and materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- B. The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do substantially and materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.
- C. No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice within the time required of this clause; unless the written notice time prescribed in this clause is extended by the City.
- D. No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.
- E. The requirements of this clause shall also apply to unforeseen conditions such as unanticipated buried utilities.

35. CHANGES IN THE WORK

- A. The City reserves the right to make such alterations, deviations, additions to, deletions or omissions from the drawing and specifications, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed by the City to be necessary or advisable and to require such extra work as may be determined by the City to be required for the proper completion or construction of the whole work contemplated.
- B. The City may order changes in the work not involving an increase or decrease in the Contractor's cost of, or time required for, performance of the Contract. Such changes must be affected by written order of the City, and the Contractor must carry out such written orders promptly. If the Contractor disagrees with the City's determination that the minor change does not involve an increase or decrease in the Contractor's cost of, or time required for, performance of the Contract, then the Contractor may follow the procedures outlined hereinunder. If the Contractor believes that such work is beyond the scope of the contract documents, the Contractor must provide a written Daily Extra Work Report documenting the alleged extra work, which will be submitted to and verified by the City at the end of the day the work was performed.
- C. If a change in the work ordered by the City causes an increase or decrease in the Contractor's cost of, or time required for, performance of the Contract, an adjustment and modification of the Contract will be made in the form of a Change Order which will set forth (a) the changes, additions and/or deductions in the work to be done, (b) the increase or decrease in compensation due the Contractor, or the method by which increases or decreases will be calculated, and (c) the adjustment in the time of completion of the work, if applicable.
- D. The compensation to be paid for work addressed in a Change Order will be determined in one or more of the following ways or as mutually agreed between the City and the Contractor:
 1. By unit prices.
 2. By an agreed-upon lump sum; or
 3. By the cost-plus basis as specified hereinunder.
- E. Contractor must keep full and complete records of the cost of work addressed in a Change Order in the form and manner prescribed by the City and must submit to City such records as may be necessary to assist in the determination of the compensation payable for such work.

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- F. With respect to a Change Order involving the reduction or elimination of work, the City will determine the appropriate credit to the Contract Price:
1. The credit for reduced or eliminated work that is paid under a lump sum bid item will be based on the Schedule of Values.
 2. The credit for work reduced for which payment is made by unit price shall be made by adjustment of the estimated bid quantity, with the unit price subject to modification as set forth elsewhere under the Contract. In the event that a unit price bid item is eliminated, the City will determine any credit based on the estimated bid quantity eliminated.
 3. No adjustment will be made for lost profit on reduced or eliminated work.
- G. Upon receipt of a Change Order signed by the City, the Contractor must forthwith proceed with the ordered work, unless otherwise directed by the City. If the Contractor agrees with the terms and conditions of the Change Order, then the Contractor must sign the Change Order.
- H. Should the Contractor disagree with terms or conditions set forth in a proposed Change Order, it must submit a written protest to the City within 15 days after the receipt of the proposed Change Order. The protest must state the points of disagreement, addressing, if applicable, the quantities and cost involved and the adjustment of time for completion.
1. If a written protest is not timely submitted by the Contractor, then the proposed Change Order, including cost and time adjustment provisions that were submitted to the Contractor must be deemed final and acceptable to the Contractor even if not signed by the Contractor. Payment under an unprotested Change Order's cost adjustment provisions must constitute full compensation for all work included in or required by the Change Order.
 2. If the Contractor's protest of a proposed Change Order is timely, it must nevertheless proceed with the ordered work pending resolution of the protest.
 3. If the Contractor timely protests a proposed Change Order, the City will render in writing its determination of the protest. If the Contractor disputes the determination, then the Contractor may file and pursue a Claim as specified in Section 00700-73. The written claim must be submitted to the City within 15 days after the date of the City's written determination on the protest. If the Contractor does not timely file a claim, then the proposed Change Order (as may have been revised by the City's determination on the protest), including cost and time adjustment provisions must be deemed final and acceptable to the Contractor even if not signed by the Contractor. Payment under such a Change Order's cost adjustment provisions must constitute full compensation for work included in or required by the Change Order.
 4. If the Contractor refuses to accept a Change Order, the City may issue it unilaterally. The Contractor must comply with the requirements of the Change Order. The City must provide for an equitable adjustment to the Contract and compensate the Contractor accordingly. If the Contractor does not agree that the adjustment is equitable, it may submit a Claim in accordance with procedures specified in Section 00700-73. The following constitutes the cost-plus basis of payment:
 - a. Charges for labor furnished and used by the Contractor will be made for labor classifications up to and including general foreman. It will not include charges for assistant superintendents, superintendents, office personnel, timekeepers, and maintenance mechanics. The time charged to work is subject to the daily approval of the City and evidence of such approval indicated on approved Contractor supplied Daily Extra Work Report must be submitted with the billing. Labor rates used to calculate the costs must be those basic wages including current employer contributions for fringe benefits and federal and state surcharges and including applicable subsistence and travel allowances, as actually paid to workers under collective bargaining agreements or as a regular practice of the employer. No time or charges will be allowed except when the workers are engaged in the proper, efficient, and diligent performance or completion of the work as authorized. Overtime must not be worked without prior approval of the City.

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- b. Charges for the rental and operation of the equipment furnished and used by the Contractor will be made for prime construction and automotive equipment. Charges will not include charges for listed equipment or major tools with a new cost of \$1,500 or less. Equipment time charges must be itemized on a Daily Extra Work Report, subject to the daily approval of the City and evidence of such daily approval must be submitted with the billing. The equipment rental and operation rates used must be those agreed upon by the City and the Contractor prior to commencement of the work and must include an approved allowance for depreciation. The cost for each type of approved equipment (active or standby) must be no greater than the amount allowed in the latest edition at time of bid of U.S. Army Corps of Engineers' Engineering Pamphlet, EP1110-1-8 Construction Equipment Ownership and Operating Expense Schedule for Region 7, which is available online at <https://www.usace.army.mil/Cost-Engineering/EP1110-1-8>. Time and charges will be allowed only when equipment is being used for the proper and efficient performance or completion of the work as authorized.
 - c. Charges for the cost of materials furnished by the Contractor will be made, provided such furnishing was specifically authorized in the work order and the actual use verified by the City. Charges will be net cost to the Contractor delivered at the job, including applicable sales taxes; and a vendor's invoice must accompany the billing along with verification of use of such materials by the City.
 - d. A charge for major tools, supplies, overhead, supervision and profit will be allowed in the amount of 15 percent of the total direct labor costs, equipment costs, and material costs, as defined herein.
 - e. Subcontractor costs shall be subject to a maximum markup of 5 percent regardless of tier on the subcontracted portion of the extra work.
- I. Lump sum change orders will include the work and costs associated with the change work item(s) and will be agreed to and signed by both the Contractor and the City prior to commencing the work.
- 1. A charge for major tools, supplies, overhead, supervision and profit will be allowed an amount no greater than 15 percent of the total direct labor, equipment, and material costs.
 - 2. Subcontractor costs shall be subject to a maximum markup of 5 percent regardless of tier on the subcontracted portion of the extra work.
- J. The consent of the Contractor's bond sureties must not be required as to changes or extra work ordered by the City, and the liability of the Contractor's bonds and sureties must be increased or decreased accordingly without notice to the sureties.
- K. The City reserves the right to contract with persons or firms other than the Contractor for any or all extra work.

36. VARIATION IN QUANTITIES

Unless otherwise noted in Specification Section 01025 "Measurement and Payment", if the total pay quantity of any item of work required under the Contract to be paid at a unit price varies from the item as bid by more than 25 percent, then in the absence of an executed contract change order specifying the compensation to be paid, the variance in excess of the 25 percent of such estimate may, at the City's discretion, be renegotiated or paid on a cost plus basis.

37. QUANTITIES OF ESTIMATE

Whenever the estimated quantities of work to be done and materials to be furnished on a unit price basis under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids, and the right is expressly reserved, except as herein otherwise

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specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the City to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

Full compensation shall be considered as included in the prices of the various contract items included in the Bid Schedule, and no additional compensation shall be allowed, for any and all items of work in the drawings and/or specifications for which there is no bid item in the Bid Schedule.

38. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

In addition to any Federal, State or local requirements mandated by law, the Contractor shall conform with all applicable requirements and procedures specified in Specification Section 01060 "Health and Safety".

- A. Contractor shall post in a conspicuous area at his field office the following:
 - 1. Emergency telephone numbers for police, fire, and rescue.
 - 2. Log of project accidents.
 - 3. SDS for all hazardous materials at the construction site.
- B. Contractor shall have at least one employee trained on confined space entry regulations at the site whenever there are open trenches or underground work going on.
- C. Job site shall be kept orderly, clean and free of dust and debris. Dust and moisture shall be prevented from entering the areas adjacent to construction areas.

39. HAZARDOUS MATERIALS AND WORKER SAFETY

- A. Contractor shall neither waste nor deposit on this project any hazardous materials, including but not limited to asbestos. Hazardous material spills that occur as a result of either equipment failures or vandalism, including adjacent contaminated soils, shall be removed and transported to an environmentally approved disposal site. All removal and transportation costs shall be the responsibility of the Contractor.
- B. Contractor shall furnish the City Engineer the following as applicable:
 - 1. List of hazardous substances to be used, and copies of Safety Data Sheets (SDS) for each listed item.
 - 2. Description of where, when, and how the material will be used on site.
 - 3. Description of methods and equipment to be employed to safeguard the public and City and Contractor's employees.
 - 4. Specific contacts for questions on SDS.

40. MATERIALS, SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tool, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular hours, on Saturdays, Sundays or Legal Holidays, shall be performed without additional expense to the City.

All equipment, materials and supplies called for by the plans and specifications shall be new unless otherwise specified.

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41. CONTRACTOR'S TITLE TO MATERIAL

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that Contractor holds good title to all materials and supplies used in the work, free from all liens, claims or encumbrances.

42. INSPECTION AND TESTING OF MATERIALS

- A. Contractor shall perform all laboratory and independent testing as required by the specifications. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection City shall be selected by the City. The City may conduct independent laboratory testing or inspection service independent of Contractor responsibilities at its own expense.
- B. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing performed and paid for by the Contractor to establish conformance with specifications and suitability for users intended.
- C. In the event any materials, equipment or work are required by law, ordinance or regulation of any public authority, or by the specifications or otherwise, to be specifically tested or approved, the Contractor shall give the Engineer timely notice of intention to perform its intention to perform its quality control responsibilities, its readiness for independent inspection or test by the City, and of the date set for such if the inspection is to be made by other than the Engineer.
- D. Inspection or tests of materials shall be made where practicable at the source of supply, and the Contractor shall furnish the Engineer certified copies, in triplicate, of all factory and mill test reports. Any materials shipped by the Contractor from a factory or mill prior to having satisfactorily passed such testing and inspection by a representative of the City shall not be incorporated in the work, unless the Engineer has notified the Contractor in writing that such testing and inspection will not be required.

43. "OR EQUAL" CLAUSE

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

- A. Substantiating data supporting the request for substitute of an "equal item" must be submitted concurrently with the submittal of which the work is part. If, in the judgment of the Engineer, the proposed substitute does not equal the material, process or article specified, the Contractor shall furnish the material, process or article as specified. Equipment, materials, and supplies described in words which have a well-known technical or trade meaning shall refer to such recognized standards.
- B. Proposed alternate equipment, materials and methods, not otherwise set forth in the plans and specifications, must be submitted for approval by the Engineer concurrently with the submittal of which the work is a part. Failure to comply with this provision will automatically disqualify such alternate substitutions.
- C. All Federal and State laws and regulations now imposed by competent authority and relating to any materials required to be furnished under the specifications are hereby made controlling and a part of the specifications.

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44. PATENTS, LICENSES AND ROYALTY FEES

The Contractor shall hold and save the City its subsidiary agencies and their officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City, unless otherwise specifically stipulated in the contract documents.

If the Contractor uses any design, device or materials covered by letters, patent or copyright, the Contractor shall provide for such use by suitable agreement with the City of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or Contractor's Sureties shall indemnify and save harmless the City of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the City, its subsidiary agencies, and their officers, agents, and employees for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

45. WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will cause the Contractor's subcontractors to protect carefully their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect the Contract work, such materials shall be removed and replaced at the expense of the Contractor.

46. INCLEMENT WEATHER DAY ALLOWANCE

Inclement weather is any natural weather phenomenon occurring where work is being performed under the contract and where the weather prevents the Contractor from performing work for at least 75 percent of the normal labor and equipment force for at least 5 hours of each work shift toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule. The allowance of 10 (ten) working days for Inclement Weather has already been included in the time allowed for Contractor to complete the Work as stipulated in the Specification Section 01010, "Special Conditions". This allowance represents a reasonable assessment of anticipated lost working days based on historical weather patterns and shall be included in the Contractor's schedule for the completion of work.

No time extension related to inclement weather shall be considered until the allowance of inclement weather days has been exceeded.

47. PROTECTION OF WORK AND PROPERTY AND EMERGENCIES

- A. The Contractor shall at all times safely guard the public and City property from injury or loss in connection with this contract, and shall at all times safely guard and protect the Contractor's own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury whether by vandalism or any other cause.
- B. In case of emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the City, in a diligent manner. The Contractor shall notify the City immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly (on the same day) submitted to the Engineer for approval.
- C. When the Contractor has not taken action but has notified the City of an emergency threatening

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injury to persons or damage to the work or any adjoining property, the Contractor shall act as instructed or authorized by the Engineer.

D. Special Protection- Existing High-Voltage Series Circuit Street Lighting:

In various City areas existing underground conduit provides service for high-voltage series street lighting. Damage to such conduit and wiring can result in extremely high financial liability for the damaging agency or contractor. Prior to initiating construction, the location of any such circuitry shall be verified. During construction extra caution shall be taken to protect the existing high voltage street light conduit in the project area. In addition to any locations of street light circuits provided by USA, the agency or contractor shall employ a utility locating service to mark the alignment of such circuits within the entire project area. Contractor shall positively locate street light conduit by hand digging in areas where the new main or new services will cross the street light circuit. Conduit is typically 2" diameter asbestos-cement transite conduit and may be encased in concrete. Agency or contractor shall give 24 hour notice prior to excavating near street light conduits. Agency or contractor must be present at the time of excavation. Conduit across trenches shall be supported as required. If conduit is damaged the agency or contractor shall immediately notify the Engineer. The agency or contractor shall be responsible for making immediate repairs at their expense. Failure to proceed with repairs within 60 minutes of causing damage to the street light circuit shall result in the City arranging for repairs to be made and charging the agency or contractor for all expenses associated with the repairs. Note: The conductor cannot be spliced. Pulling new conductors between street lights may require the temporary removal of the adjacent street light poles to allow direct access to the conduit risers.

E. The Contractor expressly undertakes at the Contractor's own expense:

1. To take every precaution against injuries to persons or damage to property.
2. To store apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of work or the work of any other contractor.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. Cleaning of all affected streets and sidewalks. In addition, clean up shall include all refuse, rubbish, scrap materials, and debris caused by the Contractor's operations, to insure that at all times the site of the work shall present a neat and orderly appearance. As a minimum, said cleanup operations shall be performed at the end of each workday; and more frequently shall be performed as required by contract operations and/or as directed by the Engineer.
5. To perform all cutting, fitting or patching of work required to make the same to conform to the plans and specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other Contractor.
6. To furnish watchpersons as required to protect the work on the project. The Contractor is responsible for the safety of the work on the project and shall, at the Contractor's own expense, repair all damage done to the work before final acceptance.
7. All costs associated with required repair or replacements to damage caused by Contractor operations.
8. To continually maintain adequate protection of all of Contractor's work and materials from damage, destruction or loss and shall protect the City's property from injury or damage arising in connection with this contract.

F. The Contractor shall repair damage, replace damaged items, and restore all removed or damaged existing improvements occurring from the Contractor's operations to pursue completion of the contract. The repairs and replacement shall be to the satisfaction of the City and according to City standards and practices. The minimum repair or replacement shall be equal to surrounding existing

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conditions, or better, and the Engineer's decision as to acceptable repair or replacement shall be final. The burden of proof as to whether there was existing damage or new damage by the Contractor shall rest with the Contractor.

48. MAINTAINING PUBLIC AND TRAFFIC SAFETY

- A. The Contractor shall conduct operations so as to offer the least possible obstruction and inconvenience to the public and abutting property owners, and shall have under construction no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.
- B. The fire department shall be notified a minimum of 48 hours prior to any proposed street closure or water shutdown or other needed utility interference. Date, time, location, and estimated time of closure shall be provided. In addition, this information shall be confined on the day of closure, prior to such closure.
- C. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.
- D. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall furnish, erect, and maintain, at the Contractor's expense and without cost to the City, fences, barricades, lights, signs, and other devices as are necessary to prevent accidents or damage or injury to the public.
- E. Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as above provided, the Engineer may direct attention to the possible existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at the Contractor's expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate obligation to furnish and pay for these devices.
- F. Should the contractor fail to provide protective work, materials or measures in a satisfactory and timely manner, the City shall have the right to have said work, materials or measures performed by others. Contractor shall be liable for all associated costs including ancillary costs incurred by City personnel in effecting, administering or inspecting the required works.

49. HAULING

Hauling of earth, sand, gravel, or waste materials, including excess excavated materials, rock, trash and debris, over any public street, alley, or other public place, requires prior approval of the City Engineer and an acceptable haul route is required.

50. MAINTAINING ACCESS

The Contractor shall maintain all existing pedestrian walkways and crosswalks through the project limits, or provide acceptable temporary access to the facilities through the construction zones. The location and details for such temporary walkways shall be submitted to the Engineer for approval.

The Contractor shall maintain pedestrian and vehicular access to all portions of the property. In the event an area must be closed temporarily, the Contractor shall obtain the Engineer's written approval at least 72 hours in advance. Minimum information required for City approval is the exact location, date and time of closure, time of start and finish and alternate access route or detour.

Full compensation for provision of access facilities and for maintaining access will be considered as included in the payment for the various Contract Bid Items, and no separate payment will be made therefor.

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51. TRAFFIC CONTROL AND CONTRACTOR PARKING

- A. The Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public and abutting property owners.
- B. The placement of "NO PARKING" signs shall be governed by the following rules and regulations:
 - 1. "No Parking" signs shall be furnished and approved by the City.
 - 2. The signs shall indicate the Day, Date and Time the "No Parking" restriction shall be effective. Information shall be written by the contractor in waterproof ink and shall be clearly legible.
 - 3. Parking restrictions shall be allowed only between the hours of 8:00 am and 5:00 pm, or as stipulated in writing by the City.
 - 4. The signs shall be stapled on both sides of barricades and a minimum of three (3) barricades shall be placed on the side of the street where the restriction is required. The signs shall be placed at a maximum spacing of 100', or as required by the City.
 - 5. The signs shall be in place at least 48 hours in advance of work that requires no parking and shall remain in place while the construction activity requiring parking prohibition is in progress.
- C. "No Parking" restriction signs shall be removed from areas where not warranted.
- D. Traffic control for contractor construction operations and all supporting work shall follow an approved Maintenance of Traffic Plan, prepared, submitted, approved, and maintained in accordance with Specification Section 01570, "Traffic Control".

52. CLEANUP AND REMOVAL OF DEBRIS

- A. The Contractor shall remove all obstructions which interfere with the completion of the work. The cost of removing these obstructions shall be included as a part of each individual intersection bid item for their removal. These obstructions may be guardrails, spillway assemblies, etc.
- B. Those guardrails, barricades, street signs, roadway landscaping, etc., which are required to complete work shall be replaced, or as directed by the Engineer. All remaining guardrails, barricades, street signs, etc., which in the judgment of the Engineers are of value but are not required to be replaced, shall be carefully cleaned and stockpiled at locations designed by the engineer. Items which have no value to the City shall be disposed of by the Contractor, as coordinated in advance in advance with the City.
- C. When fences within the right of way are designated on the plans to be removed, the Contractor shall carefully remove and stockpile them on the adjacent property. The cost of removing and stockpiling those fences, which are to remain the property of the property owners, shall be included in this item.
- D. Fences, walls, and any other structures which are not designated to be removed shall be left in place. Any damage to these shall be repaired by the Contractor entirely at his expense to the lines and grades designated by the Engineer.
- E. Before final payment, to remove all surplus material, falsework, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from Contractor's operations, and to dispense of same outside the project area in a lawful manner to the satisfaction of the Engineer, unless otherwise specified, with the result that the site is left in a neat, orderly condition.

53. INDEMNIFICATION

The Contractor and sureties shall indemnify and hold harmless the City, its subsidiary districts, the City and their officers, officials, employees, volunteers and agents from all claims, suits, or actions of every

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name, kind, and description, including attorney's fees, based on negligence or willful misconduct, brought for, or on account of, injuries to or death of any person or persons or damage to property resulting from the performance of any work by the Contractor or the Contractor's employees or subcontractors and their employees and suppliers required by this contract or by the City, its subsidiary agencies, their officers, officials, employees, volunteers, and agents.

Further, the Contractor and sureties shall indemnify and hold harmless the City, its subsidiary districts, the City, and their officers, officials, employees, volunteers and agents from all claims suits, or actions of every name, kind, and description by, or in consequence of, neglect in safeguarding the work on the project, or, by or account of, any claims or amount recovered by an infringement of patent, trademark, or copyright, or from any claim or amount arising or recovered under the Workers' Compensation Law, or any other law, ordinance, order or decree, and so much of the money due Contractor under the contract, as shall be considered necessary by the City, may be retained, or in case no money is due, the Contractor's sureties shall be held until any damages shall have been settled and satisfactory evidence to that effect furnished to the City.

The duty of the Contractor to indemnify and hold harmless, as set forth in this section, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require the Contractor to indemnify the City, its subsidiary districts, the City and their officers, agents, employees, and servants against any responsibility to liability in contravention of Section 2782 of the California Civil Code.

54. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

- A. The Contractor must procure and maintain for the duration of the Contract, and for five years thereafter, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors.
1. General Liability - Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal, and advertising injury with limit of at least \$5,000,000 per occurrence and \$10,000,000 in aggregate of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit must apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to City) or the general aggregate limit must be twice the required occurrence limit.
 2. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of \$1,000,000 for bodily injury and property damage each accident.
 3. Workers' Compensation Insurance - The Contractor must provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. Builder's Risk - (Course of Construction) - insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision. Notwithstanding the policy duration required in Section 00700 "General Conditions" (Protection of Person and Property), the insurance coverage required by this section must be maintained at least until Final Completion occurs and the Project is accepted by City as provided in Section 00700 "General Conditions" (Indemnity and Defense Obligation).
- B. City, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an

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endorsement to the Contractor's insurance.

1. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of \$1,000,000 for bodily injury and property damage each accident.
 2. Workers' Compensation Insurance - The Contractor must provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 3. Builder's Risk – (Course of Construction) - insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision. Notwithstanding the policy duration required in Section 00700-1.31 "Protection of Person and Property", the insurance coverage required by this section must be maintained at least until Final Completion occurs and the Project is accepted by City as provided in Section 00700-1.33 "Indemnity and Defense Obligation".
- C. The above minimum insurance coverage limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this Section 00700 "General Conditions" Section 00700 (-1.31 "Protection of Person and Property)". If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the City.
- D. Deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer must reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor must procure a bond or other security guaranteeing payment of losses and related investigations, claim administration and defense fees, costs, and expenses. Policies that include a self-insured retention must include a provision that payments of defense costs and damages (for bodily injury, property damage, personal injury or other coverages included in the policy), including additional insureds and insurers, must satisfy the self-insured retention limits.
- E. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. Waiver of Subrogation (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the City, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the City; this provision applies regardless of whether or not the City has received a waiver of subrogation from the insurer.
 2. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage must contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers. The additional insured coverage or endorsement must comply with California Insurance Code section 11580.04.
 3. For claims related to this project, the Contractor's insurance general and automobile liability coverage must be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers must be excess of the Contractor's insurance and must not contribute with it.

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4. Failure to comply with reporting or other provisions of the policies including breaches of warranties must not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.
 5. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 6. Each insurance policy required by this section must be endorsed to state that coverage must not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after 30 days' prior written notice by U.S. mail has been given to the City, or after 10 days' written notice in the case of cancellation for non-payment of premium.
- F. **Course of Construction Coverage Requirements.** Course of construction policies must contain, or be endorsed to contain, the following provisions: (a) City must be named as loss payee; and (b) The insurer must waive rights of subrogation against the City.
- G. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII or equivalent and that are authorized to do business and in good standing in California, unless otherwise approved by City. In the case of Workers' Compensation and Employer's Liability insurance, coverage provided by the California State Compensation Insurance Fund is acceptable.
- H. **Verification of Coverage.** Before commencing work, Contractor must provide to City the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 20 10 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s) and certifying the additional insured coverages, or equivalent additional insured blanket endorsement. The City reserves the right to require complete copies of required insurance policies and/or endorsements affecting required insurance coverage.
- I. **Subcontractors.** The Contractor must include actions and activities of its subcontractors as insureds under its policies, or must require each subcontractor to provide insurance coverage consistent with the foregoing and to furnish separate endorsements or certificates to the City. Coverages for subcontractors must be subject to the requirements stated in this section.
- J. **Obligation to Maintain Coverage.** Contractor must maintain required insurance coverages for the period provided in this Section 00700 "General Conditions" Section 00700-1.45. If the required coverages expire during the coverage period, Contractor must obtain renewal or replacement coverages and deliver certificates for the renewed or replacement coverages and required endorsements to the City at least 10 days before the expiration date of the existing coverage.
- K. **Survival of Guarantee.** Products/completed operations insurance coverage must be maintained after completion of the project for the full guarantee period.
- L. The requirements as to the types, limits, and the City's approval of insurance coverage to be maintained by the Contractor are not intended to and must not limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.
- M. In addition to other remedies the City may have, if the Contractor or the subcontractors fails to maintain the insurance coverage as required in this Section 00700 "General Conditions," the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and the City may deduct the cost of such insurance from amounts due or which may become due the Contractor under this Contract.

55. BONDS AND CERTIFICATES

The Contractor simultaneously with execution of the Agreement, shall furnish bonds in accordance with Specification 00600.

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The form of bond for labor and material shall be such that the City may proceed against the Contractor and the Contractor's sureties on the bonds immediately upon any default in payments for labor, material or supplies without waiting for the completion of the work and the accumulation of damages, and shall be in substantially the form as provided with the project specifications. The premium on all bonds shall be paid by the Contractor and the cost thereof shall be included in the bid prices stated in the proposal.

56. ENGINEER AUTHORITY

- A. The Engineer, on behalf of the City has full authority to interpret the Contract Documents, to conduct the construction review and inspection of the Contractor's performance, and to decide questions which arise during the Work; and their decisions on these matters must be final and conclusive. The Engineer has the authority to reject work and materials that do not conform to the Contract Documents and has the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract Documents.
- B. If the Contractor's work force, tools, plant or equipment appear to the Engineer to be insufficient or inappropriate to secure the required quality of work or the proper rate of progress, the Engineer may order the Contractor to increase their efficiency, improve their character, to augment their number or to substitute other personnel, new tools, plant or equipment, as the case may be, and the Contractor must comply with such order. Neither the failure of the Engineer to demand such increase of efficiency, number, or improvement, nor the compliance by the Contractor with the demand, will relieve the Contractor of its obligation to provide quality work at the rate of progress necessary to complete the work within the specified time.
- C. Orders given by the Engineer, not otherwise required by the Contract Documents to be in writing may, on request of the Contractor, be given or confirmed by the Engineer in writing.
- D. Whenever work, methods of procedure, or other matters are made subject to direction or approval, such direction or approval will be given by the Engineer.

57. PROHIBITED INTERESTS

No official of the City who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

58. INSPECTION

- A. The authorized representatives and agents of the City shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.
- B. Inspectors, employed by the Engineer or by the City, shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work on the project and to the preparation, fabrication, or manufacture of the materials to be used. An inspector is not authorized to revoke, alter, or waive any requirements of the specifications. The Inspector is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the specifications and contract. The Inspector shall have the authority to reject materials or, in any emergency, suspend the work until any questions at issue can be referred to and decided by the Engineer.

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- C. The inspector will in no case act as superintendent or perform other duties for the Contractor, nor interfere with the Contractor's management of the work. Any advice which an inspector may give the Contractor shall in no way be construed as binding to the Engineer or to the City, or as releasing the Contractor from fulfilling all the terms of the Contract.
- D. In case the Contractor refuses to suspend operations on verbal order, the inspector and/or Engineer giving such verbal order will then issue the order in writing to the individual in charge of the work for the Contractor. Any work done after the order to suspend work will not be accepted or paid for by the City.
- E. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work, as performed, is in accordance with the requirements and intent of the specifications and contract. The Contractor shall at all times and for any purpose permit the Engineer and any of the Engineer's representatives and representatives of the City to have safe access to the work and the premises used by the Contractor. The Engineer, Engineer's representatives, and representatives of the City shall at all times have access to all places where machinery or materials are being manufactured, produced or fabricated for use on the work, and shall have full facilities for determining that all such machinery or materials are being made strictly in accordance with the specifications and plans. The Contractor shall, whenever so requested, provide facilities and assistance for weighing or measuring any of the materials.

59. LAND AND RIGHTS-OF-WAY

Prior to the start of construction, the City shall obtain all land rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

60. TEMPORARY WORK EASEMENTS

The City may obtain temporary easements for use by the contractor. It shall be the responsibility of the Contractor to restore the property to its original condition, acceptable to the Property Owner, at no cost to the City or Property Owner. The Contractor shall stay within the limits of the easement, and should he desire additional space, he shall make such arrangements as are necessary with the Property Owner, and provide the Engineer with a copy of the letter of agreement prior to any trespass.

61. WORK DONE BY OTHERS

The City reserves the right to do other work and to let other contracts for work contiguous to the work set forth in this contract.

In the event work is done by the City or by other contractors contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Engineer, and the Contractor shall afford the City and other contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their work, and the Contractor shall properly connect and coordinate the Contractor's work with theirs.

If any part of the work under the contract depends for proper execution or results upon any other work, the Contractor shall inspect such work and promptly report to the Engineer any condition which might adversely affect the Contractor's work. The Contractor's failure to so inspect and report shall constitute an acceptance of the other work as fit and proper for the reception of the Contractor's work, except as to deficiencies which may develop in the other work after the execution of the Contractor's work.

62. BENEFICIAL USE

As a condition to partial payments made to the Contractor, the City shall have the right to make beneficial use of completed portions of the work prior to total project completion without prejudice to completion and final acceptance of the total project.

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63. PAYMENT TO CONTRACTOR

- A. Not later than the tenth (10th) calendar day of each month, the Contractor shall submit to City an invoice for payment of work completed during the preceding calendar month. The City shall make a Progress Payment to the Contractor on the basis of a duly certified estimate of work performed during the preceding calendar month under the contract, and in accordance with the approved Schedule of Values. The estimate must be as approved by the City and shall only include materials, equipment, or supplies that have been tested and installed, as per plans. The City shall make said Progress Payment to Contractor not later than the last calendar day of the month in which the Invoice was submitted to City for payment of amount approved by the City. If City fails to make any Progress Payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor, City shall pay interest to Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.10 of the Civil Procedures Code. Any payment request determined by City not to be a proper payment request suitable for payment shall be returned to Contractor within seven (7) calendar days after receipt with reasons stated in writing as to why the payment request is not proper as per Section 20104.50 (c)(2) of the Public Contract Code.
- B. The City shall retain ten percent (10%) of such estimated value of the work done, including Contractor's mobilization as part security for the fulfillment of the contract by the Contractor. When the value of project work equals fifty percent (50%) of the work has been completed, the Contractor may make written request to City to reduce the percentage of retention retained by City based on the estimate value of the work done. If the Engineer finds that satisfactory progress is being made, the City may reduce the total amount being retained from payment pursuant to the above requirements to five percent (5%) of the total estimated value of said work and may also reduce the amount retained from any of the remaining partial payments to five percent (5%) of the estimated value of such work. Retention proceeds withheld from any payment by City from the Contract, or by Contractor from any Subcontractor, shall be subject to Section 7107, Subsection (c)(1)(2)(3) of the Public Contract Code, which in part, provides that the retention withheld shall be released within sixty (60) days after the date of completion of the work of improvements. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed 150% (one hundred fifty percent) of the disputed amount. For purposes of this Section, "completion" means any of the following:
1. Occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by City, or its agent, accompanied by cessation of labor on the work of improvements.
 2. Acceptance by City, or its agent, of the work of improvement.
 3. After commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 (one hundred) days or more, due to factors beyond the control of the contractor.
- C. Pursuant to Section 22300 of the Public Contracts Code, at the option of the Contractor, securities may be substituted for the money retained according to the following procedures.
1. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency or with a State or federally chartered bank as the escrow agent who shall pay such monies to the Contractor upon satisfactory completion of the contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest on the monies.
 2. Securities eligible for investment shall include those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City. The procedures for handling and the Agreement format providing the required security shall be consistent with those established in Section 10263 of the Public Contract Code.

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- D. All material and work covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the City to require fulfillment of all the terms of the contract.
- E. The contractor agrees to indemnify and save the City, its subsidiary districts, the City, and their officers, agents, employees, and servants harmless from all claims growing out of the lawful demands of the subcontractors, laborers, workers, mechanics, material suppliers, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have to be paid, discharged, or waived. If the Contractor fails to do so, then the City may, after having served written notice on the said Contractor, either pay unpaid bills, of which the City has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor or the Contractor's Surety.
- F. In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor, and any payment so made by the City, shall be considered as a payment made under the contract by the City to the Contractor, and the City shall not be liable to the Contractor for any such payment made in good faith.
- G. In general, no payment or partial payment will be made for materials delivered on site, and not installed as per plans, with the following exceptions. The City will upon written request by the Contractor make partial payment for material of equipment procured by Contractor, provided the following conditions are met. Equipment or materials must be a permanent part of the Work. No partial payment will be made for materials used in backfill or concrete such as rock, sand, cement, reinforcing steel, or pipe materials. Materials or equipment must be stored in accordance with manufacturers' recommendations and covered to protect from weather and in a way that prevents damage or degradation. Partial payment for materials or equipment stored off site shall be limited to 75% of their invoice cost, and Contractor shall provide copies of the invoice to the City. All materials and equipment are subject to inspection by the City. Contractor must submit documentation that the material or equipment is free and clear of all liens, charges, security interest, and encumbrances. Materials and equipment must be insured against loss and the insurance certificate provided to the City.
- H. Whenever the Contractor shall deem all work under the contract to have been completed in accordance therewith, the Contractor shall so notify the Engineer who will promptly ascertain whether such be the fact, and if not will so notify the Contractor in detail of any additional work required. When all the provisions of the contract have been fully complied with to the satisfaction of the Engineer, the Engineer will proceed with all reasonable diligence to measure all work done and all material furnished and will make a final and complete estimate of the value of such work done and materials furnished and will certify to the City Council said estimate and the date of completion of the work. The Council will take prompt action thereon and will furnish the Contractor with a statement of acceptance or of exceptions.
- I. At thirty-five (35) calendar days after the date of filing of notice of final completion of the work, the difference between said final estimate and all payments and accrued interest, if applicable, theretofore made to the Contractor shall be due and payable to the Contractor, excepting only such sum or sums as may lawfully be withheld in accordance with said final estimate shall operate as and shall be a release to the City, its subsidiary agencies their officers, agents, and employees from all claims withheld, and for anything relating to the work or any act or neglect of the City, its subsidiary agencies and their officers, agents, and employees, excepting only claims against the City for any amount withheld by it at the time of such payment.

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64. PAYMENT FOR MOBILIZATION

Payments for mobilization shall be paid in accordance with Specification Section 01025 "Measurement and Payment".

The contract price paid for mobilization shall include full compensation for furnishing all labor, materials, tools, and equipment necessary for mobilization as specified herein.

65. WITHHOLDING PAYMENTS

The City may withhold "Plan Approval" or nullify the whole or any part of any partial or final payment in addition to the retainage withheld from monthly payment described in these General Conditions to such an extent as may be reasonably necessary to protect it from loss on account of:

- A. Defective work not remedied, irrespective of when any such work be found defective;
- B. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens;
- C. Failure of the Contractor to make payments promptly for labor, materials, equipment, or other facilities, or to subcontractors;
- D. Failure of the Contractor to submit required paperwork in accordance with applicable labor codes and laws;
- E. Failure of Contractor to provide proper payment of wages and fringe benefits;
- F. Failure of Contractor to maintain during the course of the project, a current Daly City Business License whose value is equal to the total accumulated gross receipts for ALL work done in Daly City;
- G. Failure of Contractor to keep "*As-Built*" plans current during course of project;
- H. Failure of Contractor to deliver complete "*As-Built*" plans to Engineer at completion of construction;
- I. A reasonable doubt that the work can be completed by the City for the balance then unearned by the Contractor in the event the City at that time elects to terminate the contract under, "*Right of the City to Terminate Contract*," or to take over work under, "*Failure to Complete Work*" as specified elsewhere in this section.
- J. A reasonable doubt that the Contractor will complete the work within the agreed time limits;
- K. Damage to other work or property;
- L. Failure to make proper submissions as herein specified;
- M. Failure to keep work progressing in accordance with schedule, or to maintain or submit "*As-Built*" drawings;
- N. Failure to preserve property and maintain safety during contract work operations;
- O. Any other costs incurred by the City in connection with the project.

Whenever the City, in accordance herewith, withholds any monies otherwise due under the contract, written notice of the amount withheld and the reasons therefor will be given to the Contractor and when the Contractor removes the grounds for such withholdings, the City will pay to the Contractor, with the next monthly invoice payment, the amount so withheld.

66. FINAL PAYMENT - EFFECT THEREOF

Payment of the undisputed contract amount is made contingent upon the Contractor furnishing to the City unconditional release of all claims against the City arising by virtue of this contract relating to those amounts. Disputed contract claims in stated amounts may be specifically excluded by

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Contractor from the operation of the release. No payment, however, final or otherwise, shall operate to release the Contractor or the Contractor's Sureties from any obligation under this contract or the Performance or Payment Bond.

67. SATISFACTION OF LIENS

Prior to judicial determination of any claim or claims or in accordance therewith, the City may apply any amount withheld to the payment and satisfaction of recorded liens or just claims against the Contractor or any subcontractors for labor and services rendered and material furnished. In so doing, the City shall be deemed the agent of the Contractor and any payment so made by the City shall be considered as a payment made under the contract by the City to the Contractor, and the City shall not be liable to the Contractor for any payment made in good faith; provided that such payment will not be made except by court order if the Contractor furnishes a bond satisfactory to the City to indemnify it against any lien or claim.

For timely Stop Notices, City will withhold funds from Contractor's payment in compliance with State Law.

68. RETENTION OF LEGAL RIGHTS

Inspection by the Engineer, or by any of the Engineer's duly authorized representatives, any order, measurement, or certificate by the Engineer, any order by the City for the payment of money, acceptance of any work or any extension of time, or any possession taken by the City shall not operate as a waiver of any provision of the contract, or any power therein reserved to the City, or any right to damages therein provided. Any waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

The City reserves the right to correct any error that may be discovered in any estimate that may have been paid, and to adjust the same to meet the requirements of the contract and specifications. The City reserves the right to claim and recover by process of law, sums as may be sufficient to correct the error or make good any deficit in the work resulting from such error, dishonesty or collusion discovered in the work after the final payment has been made.

69. CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet the Engineer's approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at the Contractor's expense. In no way shall the Engineer's approval of construction methods be construed as assurance that the end product will comply with the design requirements. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgement of the Engineer shall be equitable.

- A. The Contractor shall promptly remove all work condemned by the Engineer as failing to conform to the contract and shall promptly replace and re-evaluate such work in accordance with the contract and without additional expense to the City, and shall bear all costs of making good any work destroyed or damaged by such removal or replacement.
- B. Any materials condemned or rejected by the Engineer as not meeting the requirements of these specifications may be branded or otherwise marked by the Engineer and shall, on demand, be at once removed by the Contractor to a satisfactory distance from the work. If the Contractor does not remove such material within a reasonable time, fixed by written notice, the City may remove and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal

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and storage within ten (10) days thereafter, the City may, upon ten (10) days written notice, sell such materials at auction or at private sale. The City will account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

70. SUBSTANTIAL COMPLETION AND FINAL PUNCH LIST

- A. Contractor will notify the City in writing when Contractor believes Substantial Completion has been achieved as defined in the Definitions clause of the Section 00700 "General Conditions". Contractor's written notice will include a Final Punch List the Definitions clause of the Section 00700 "General Conditions". Prior to Substantial Completion, City will issue a Substantial Completion punch list identifying incomplete work that must be completed to achieve Substantial Completion. The City reserves the right to modify the Final Punch List based on its own inspections and will provide the Contractor with the modified Final Punch List.
- B. Provided the City is in agreement that Substantial Completion has been achieved, Contractor shall have no more than 30 calendar days from Substantial Completion to correct all deficiencies listed in the Final Punch List, unless otherwise specified, in order to achieve Final Completion. If all required corrections are not completed in the specified time frame, the City may complete such deficiencies or accept the defective work subject to an equitable deduction from the contract price which may be made therefore by the City.
- C. Reexamination of any work may be ordered by the Engineer at any time prior to final acceptance, and if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the contract, the City will pay the cost of reexamination and replacement. If such work be found not in accordance with the contract, the Contractor shall pay such costs.
- D. No partial payment, inspection, taking possession of, or other act made or done by the Engineer or the City with respect to the work prior to the final completion and acceptance thereof shall affect or prejudice the right of the Engineer or the City to reject any defective work or material or to require the complete fulfillment of all the provisions of the contract.
- E. If the Engineer deems it expedient and not in the best interest of the City to correct work injured or done not in accordance with the contract, the defective work may be accepted subject to an equitable deduction from the contract price which may be made therefore by the City upon certificate from the Engineer.

71. FINAL COMPLETION

- A. Upon completion of all remaining work on the Final Punch List, Contractor and the Engineer will inspect the remaining items together to verify all punch list work has been completed as part of Final Completion.
- B. Contractor shall make a written request to the Engineer for a final review of the project work at least five (5) working days in advance of the proposed review date. Failure to comply with this section negates any date the Contractor has proposed for final review and acceptance of the project work.
- C. The foregoing procedure also applies to completion of plant maintenance periods.
- D. The date of completion of the project work shall be the date of formal acceptance of project completion by the City Council, or other duly authorized authority.

72. CLAIMS

A. General

- 1. The parties intend by this Article that differences between the parties, arising under the Contract, be brought to the attention of the City at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The parties agree to strive to resolve all disputes amicably and in an informal manner.

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2. Any dispute resolved informally will be documented by the City, and if the dispute resolution involves a change in the contract work, increase or decrease in the compensation due the Contractor, or adjustment in the time of completion of the Work, then the informal dispute resolution will confirm by a Change Order.
3. Informal discussions or negotiations with the City shall not toll or suspend the claim filing and other deadlines provided below, unless so provided by the City in writing. The willingness of the City to engage in any such discussions is not a waiver of the City's right to deny a claim or dispute it based on lack of merit, or procedural deficiency, or both.
4. Contractor is not entitled to any additional time to complete Work or to the payment of any additional compensation for any reason unless the City has issued a Change Order.
5. If the Contractor fails to make timely submission of a Notice of Potential Claim or Claim as specified herein, the Contractor agrees that it has waived any right or remedy to thereafter pursue such Claim against the City in any administrative, arbitration or litigation proceeding, and the City may elect to document this waiver.
6. Notwithstanding the submission of any Notice of Potential Claim or Claim, the Contractor's shall perform the Work in accordance with the provisions of the Contract.

B. Notice of Potential Claim

1. The Contractor shall provide written initial notice of the Contractor's intent to file a potential claim to the City. Such initial notice shall be provided no later than 48 hours following the occurrence of the event on which the potential claim is based and shall contain as much information concerning the event and its impact on cost or schedule as is reasonably available to the Contractor.
2. The Contractor shall provide the City with written Notice of Potential Claim not later than 20 days following the occurrence of the event upon which its potential claim is based unless the City agrees in writing to an extension. The written Notice of Potential Claim shall be certified with reference to the California False Claims Act, Gov. Code Section 12650-12655, and shall be signed by a representative of the Contractor having greater authority than the Contractor's Project Manager.
3. The Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or a schedule extension will or may be due; the applicable Contract Document references supporting such potential claim; the efforts taken and to be taken to prevent or minimize cost or schedule impacts arising therefrom; the nature of the costs, including a detailed cost estimate with supporting breakdown of costs; the nature of the schedule extension involved, if applicable; and impacts, if any, on the Contract. Furthermore, the Contractor shall thereafter, monthly and not later than the 15th day of the following month, submit to the Engineer documentation of costs, expenses or damages actually incurred during the month, and any identified delays incurred by reason of the events given rise to the Notice of Potential Claim.
4. Notices of Potential Claim shall be in sufficient detail to enable the City to ascertain the basis and amount of said potential claim. The Contractor shall furnish, within 10 days after the City requests in writing, such further information and details including, but not limited to, books of account, records, and other documents of the Contractor and of its Subcontractors, as may be required by the City to determine the facts or contentions involved in the Contractor's notice. Failure to present such information will be sufficient cause for rejecting any potential claim after the City's request for further information unless such time is extended in writing by the City.
5. The Contractor may amend any Notice of Potential Claim within 30 days after the date of submission of the original notice. Any amendments submitted after that time shall be considered only at the option of the City and shall not, without the written consent of the City, extend the Contractor's time to act pursuant to the requirements for providing timely notice.

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C. Processing of Claims

This Contract provides for three types of Contract Claims, which will be processed and resolved under different subsections. Any claim for money or damages of \$375,000 or less or for a time extension (i.e., any claim subject to Public Contract Code section 20104) shall be processed and resolved in accordance with section D. Any claim for money or damages of more than \$375,000 (i.e., any claim not subject to Public Contract Code section 9204 or 20104) shall be processed and resolved in accordance with section E. Any Contract Claim sent to City by registered mail or certified mail with return receipt requested (i.e., any claim subject to Public Contract Code section 9204) shall be processed and resolved pursuant to section F.

D. Claims for \$375,000 or less or for Time Extension

1. Application:

- a. This section applies to all claims for \$375,000 or less in value, including any claim for a time extension or for a time extension that includes claimed delay damages of \$375,000 or less.

2. City Response to Contract Claim:

- a. The City will respond in writing to the Contract Claim within 60 days of receipt of the claim (or within 45 days of receipt for claims of less than \$50,000), or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor. If additional information is thereafter required, it must be requested and provided pursuant to this subsection, upon mutual agreement of the City and the Contractor. The City's written response to the claim, as further documented, must be submitted to the Contractor within 30 days after receipt (or 15 days after receipt for claims of less than \$50,000) of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater. The City must not fail to pay money as to any portion of a Contract Claim that is undisputed except as otherwise provided in the Contract Documents.

3. Meet and Confer

If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such a demand, the City will schedule a meet and confer conference within 30 days for the parties to consider settlement of the dispute. If the Contractor fails to timely demand a meet and confer conference within the applicable 15-day period, then the Contractor must be deemed not to dispute the City's written response to the Contract Claim and the City's decision on the Contract Claim must be final, conclusive and binding, and the Contractor must be deemed to have waived all its rights to further protest, judicial or otherwise.

4. Government Code Claim

Following the meet and confer conference, if the Contract Claim or any portion remains in dispute, the Contractor may file a Government Code Claim as provided in Government Code title 1, division 3.6, part 3, chapters 1 (commencing with section 900) and 2 (commencing with section 910). The running of the period of time within which Contractor must file a Government Code Claim will be tolled from the time the Contractor submits a timely Contract Claim pursuant to Section 01010 "Special Conditions" until the time that the Contract Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process. The City will respond to any Government Code Claim in accordance with the Government Claims Act.

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5. Lawsuit

If the claim is not resolved pursuant to Section 01010 “Special Conditions”, the Contractor may file a lawsuit on the claim within the limitations period provided by the Government Claims Act. If the Contractor fails to timely file a lawsuit within the limitations period of the Government Claims Act, then the City’s response to the Government Code Claim will be final, conclusive and binding on the Contractor, and the Contractor thereafter will be barred from filing a lawsuit on the claim.

6. Mediation

If the Contractor timely files a lawsuit, then within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court will submit the matter to non-binding mediation (unless waived by mutual stipulation of both parties). The mediation process will provide for the selection within 15 days by both parties of a disinterested third person as mediator, must be commenced within 30 days of the submittal, and must be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator. The mediator’s fees and expenses must be split and paid equally between the parties. The court may, upon request by any party, order any witnesses to participate in the mediation process.

7. Arbitration

If the matter remains in dispute following the mediation or if the parties waive the mediation, then the case will be submitted to judicial arbitration pursuant to Code of Civil Procedure part 3, title 3, chapter 2.5 (commencing with section 1141.10), notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (Code of Civil Procedure part 4, title 3, chapter 3, article 3 (commencing with section 2016)) will apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The arbitrator must be experienced in public works construction law. The arbitrator’s fees and expenses must be split and paid equally by the parties, except where the arbitrator, for good cause, determines a different division. The court may, upon request by any party, order any witnesses to participate in the arbitration process. Any party who, after receiving an arbitration award, requests a trial de novo but does not obtain a more favorable judgment will (in addition to payment of any costs and fees under Code of Civil Procedure part 3, title 3, chapter 2.5 (commencing with section 1141.10)) pay the attorney’s fees of the other party arising out of the trial de novo.

8. Interest

In any lawsuit filed under this subsection, City will pay interest at the legal rate on any arbitration award or judgment. The interest will begin to accrue on the date the lawsuit is filed in court.

E. Claims for More Than \$375,000

1. Application

This section applies to all claims that exceed \$375,000 in value, including any claim for time extension that includes claimed delay damages exceeding \$375,000.

2. City Response to Contract Claim

The City will respond in writing to the Contract Claim within 60 days of receipt of the claim, or may 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 the City may have against the Contractor. If additional information is thereafter required, it must be requested and provided pursuant to this subsection, upon mutual agreement of the City and the Contractor. The City’s

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written response to the claim, as further documented, must be submitted to the Contractor within 30 days after receipt of the further documentation. If the Contractor fails to timely dispute the City's decision on the matter in accordance with the provisions hereinabove, then the Contractor must be deemed not to dispute the City's written response to the Contract Claim and the City's decision will be final, conclusive and binding, and the Contractor will be deemed to have waived all its rights to further protest, judicial or otherwise.

3. Government Code Claim

If the Contractor disputes the City's written response to the Contract Claim, the Contractor may file a Government Code Claim as provided in Government Code title 1, division 3.6, part 3, chapters 1 (commencing with section 900) and 2 (commencing with section 910). City will respond to any Government Code Claim in accordance with the California Government Claims Act.

4. Lawsuit

If the claim is not resolved pursuant to the provisions hereinabove, the Contractor may file a lawsuit on the claim within the limitations period provided by the Government Claims Act. If the Contractor fails to timely file a lawsuit within the limitations period of the Government Claims Act, then the City's response to the Government Code Claim will be final, conclusive and binding on the Contractor, and the Contractor thereafter will be barred from filing a lawsuit on the claim.

5. Judicial Reference

If the Contractor timely files a lawsuit, the case will be submitted to judicial reference pursuant to California Code of Civil Procedure sections 638 and 640 through 645.1 (or any successor statute) and California Rules of Court title 3, division 9 (commencing with section 3.900). As authorized by Code of Civil Procedure section 638, a referee will consider and decide all factual and legal issues in the action. Each party acknowledges that it will not have any right to a jury trial or to have any judicial officer besides the referee hear or decide the action. When Contractor initiates the superior court lawsuit, it will, at the same time it files the complaint in the action, also file a motion for appointment of a single referee.

- a. Should be Heading 6 Appointment of a referee must be by mutual agreement within 30 days between the parties, and if unsuccessful, then by the court and will be governed by Code of Civil Procedure section 640, and subject to objection by either party as provided by Code of Civil Procedure section 641. The referee must be a retired judge or a licensed attorney with at least ten years' substantive experience in public works construction matters.
- b. The parties will be entitled to discovery and the referee will oversee discovery and may enforce all discovery orders in the same manner as a superior court judge. The referee has the authority to consider and rule on appropriate pre-hearing and post-hearing motions in the same manner as a superior court judge. The referee will have the authority to set a briefing and hearing schedule for any such motion or for a hearing on the merits.
- c. The referee's statement of decision will include findings of fact and conclusions of law. The statement of decision will stand as the decision of the superior court and, upon filing of the statement with the clerk of the court, judgment may be entered pursuant to Code of Civil Procedure section 644, subsection (a). The parties will have rights to appeal the final judgment so entered.
- d. Each Party will pay half of the costs of the referee and the administrative fees of the reference proceeding, and each party will bear its own costs, expenses, and attorney fees for the reference proceeding.

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F. Claims Subject to Public Contract Code section 9204

1. The Contract Claim will be processed and resolved pursuant to Public Contract Code section 9204, which is summarized here:
2. City Review of Claim
 - a. Within 45 days after receiving a complete Contract Claim, City will review the claim and provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. City will pay any undisputed portion of the claim within 60 days from the date of the written statement. If City fails to timely issue a written statement, the claim must be deemed rejected in its entirety.
3. Meet and Confer Conference
 - a. If the Contractor disputes the City's written statement or if the Contract Claim is deemed rejected, the Contractor may demand and the parties will conduct an informal conference to meet and confer regarding settlement in accordance with section 9204, subsection (d)(2). Within 10 business days following the conclusion of the meet and confer conference, City will provide Contractor a written statement identifying the portion (if any) of the claim remaining in dispute and any undisputed portion will be paid by City within 60 days after this written statement.
4. Non-Binding Mediation
 - a. Any remaining disputed portion of the claim must be submitted to nonbinding mediation in accordance with section 9204, subsection (d)(2).
5. Interest
 - a. Any amount not paid in a timely manner as required by this subsection will bear interest at a rate of 7 percent per annum until paid.
6. The foregoing is a summary of section 9204. In the event of any conflict between the summary and section 9204, the statute will govern.

G. Lawsuit and Reference

If mediation is unsuccessful and all or parts of the Contract Claim remain in dispute, then the Contractor may pursue a lawsuit (with judicial reference) in accordance with the procedures set forth hereinabove.

H. Tort Claims

The claims-related provisions herein apply only to contract-based claims and they will not apply to tort claims. Nothing herein is intended nor will be construed to change the time periods for filing tort claims or actions specified by Government Code title 1, division 3.6, part 3, chapters 1 (commencing with section 900) and 2 (commencing with section 910).

73. GUARANTY

- A. Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.
- B. The Contractor hereby unconditionally guarantees that the work will be done in accordance with the requirements of the contract and further guarantees that work of the contract to be made and remain free of defects in workmanship and materials for a period of one (1) year from the date of acceptance by City of the contract, unless a longer guarantee period is specifically called for in the contract. The Contractor hereby agrees to repair or replace any and all work done, together with any

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other adjacent work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the contract, or that may be defective in workmanship or materials within the guarantee period specified, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contract bonds shall remain in full force and effect during the guarantee period.

- C. The Contractor further agrees that within ten (10) calendar days after being notified in writing by the Engineer of any work not in accordance with the requirements of the contract, or any defects in the work, the Contractor will commence and prosecute with due diligence, all work necessary to fulfill the terms of the guarantee and to complete the work within a reasonable period of time and in the event the Contractor fails to comply, the Contractor does hereby authorize said Engineer to proceed to have such work done, at the Contractor's expense, and the Contractor shall pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees necessarily incurred upon the Contractor's refusal to pay the above costs.
- D. Nothing in this section shall be construed to limit, relieve or release Contractor's, subcontractors' and equipment supplier's liability to the City for damages sustained as the result of latent defects in the equipment furnished caused by the negligence of the supplier's agents, employees or subcontractors. Stated in another manner, the warranty contained in this section shall not amount to, nor shall it be deemed to be, a waiver to the City of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have against the supplier of the equipment to be furnished under these specifications for defective workmanship or defective materials under the laws of this State pertaining to acts of negligence.

74. CIVIL RIGHTS AND NONDISCRIMINATION

- A. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C 2000D, et. seq)
- B. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR)
- C. 17871, April 29, 1976, and EO 11250, 30 FR 13003, October 13, 1965)
- D. The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C 6101 et. seq)
- E. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
- F. 40 CFR Part 7, as it relates to the foregoing.

75. EQUAL EMPLOYMENT OPPORTUNITY

- A. The Contractor shall comply with Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). (EO 11246, 30 FR 12319, September 28, 1965). Contractor's compliance with Executive order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4. During the performance of this contract, the contractor agrees as follows:
 - 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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,

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sexual orientation, gender identity, or national origin. Such action shall 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor 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 shall 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 contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

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- B. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Reference Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and Section 112 of Public Law 92-65.
- C. All contractors directly participating in the City's project agree that, during and in connection with the associated agreement relating to the City's project, (1) they will comply, to the extent applicable, as contractors, subcontractors, lessees, suppliers, or in any other capacity, with the applicable provisions of the Regulations of the United States Department of Commerce (Part 8 of Subtitle A of Title 15 of the Code of Federal Regulations) issued pursuant to Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and will not thereby discriminate against any person on the grounds of race, color, or national origin in their employment practices, in any of their own contractual arrangements, in all services or accommodations which they offer to the public, and in any of their other business operations; (2) they will provide information required by or pursuant to said Regulations to ascertain compliance with the Regulations and these assurances.
- D. The contractor will (1) ensure that minorities and women are given maximum employment opportunities for any training or employment made possible by or resulting from this contract, and (2) not discriminate against any employee or applicant because of race, color, religion, sex, or national origin and will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment and selection for training, including apprenticeship. Reference Executive Order No. 11246; Department of Labor Regulation 41, CFR Chapter 60, as amended in 1978; and Title IV of the Civil Rights Act of 1965.
- E. The contractor will (1) to the greatest extent feasible, give opportunities for training and employment to lower income residents of Daly City, and award contracts to business concerns located in or owned in substantial part by residents of Daly City; and (2) post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Employment Opportunity and Affirmative Action Program. Reference Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 17014.
- F. Further, the contractor agrees to utilize Disadvantaged Business Enterprises (small, female, and minority businesses) whenever possible as sources of suppliers and services in contract work. The contractor shall take affirmative steps to assure the utilization of Disadvantaged Business Enterprises when procuring goods and services. Such steps shall include, but not be limited to, inclusion of Disadvantaged Business Enterprises on solicitation lists; division of total requirements into smaller tasks or quantities to permit maximum Disadvantaged Business Enterprises participation; establishing delivery schedules which will encourage participation by Disadvantaged Business Enterprises using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration as required. Reference Federal Procurement Standards, Attachment 0, Circular No. A-102.
- G. Non-compliance with the requirements of said Regulations and above stated assurances, by contractors, subcontractors, lessees, or suppliers, shall constitute a breach of their contractual arrangements with the City whereby said agreements may be cancelled, terminated, or suspended in whole or in part or may be subject to enforcement otherwise by appropriate legal proceedings.

76. EQUAL EMPLOYMENT OPPORTUNITY

- A. As used in these specifications:

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1. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 2. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 3. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 4. "Minority" includes:
 - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- B. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- C. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- D. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and
- E. female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- F. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

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- G. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- H. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - 1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - 2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - 3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - 4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - 5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - 6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - 7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

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8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 14. Ensure that all facilities and company activities are non-segregated except that separate or single- user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- I. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- J. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if

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- a specific minority group of women is underutilized).
- K. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- L. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- M. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- N. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- O. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- P. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- Q. Segregated Facilities. (41 CFR 60-1.8). The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

77. PREVAILING WAGE

- A. In accordance with Section 1770 of the California Labor Code, the City has ascertained and does

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hereby specify that the prevailing wage rates shall be those established by collective bargaining agreements between the duly recognized labor organizations and the employer associations covering the Daly City, San Mateo County labor rates for the particular craft, classification, or type of workers needed to execute the Contract as the same are on file with the Engineer. The said rates shall include all employer payments that are required by Section 1773.1 of the California Labor Code.

- B. That further the City has ascertained from the Director of the Department of Industrial Relations, the general prevailing rate of per diem wages, and the general prevailing rate for legal holiday and overtime work for each craft needed in the execution of the contract. City will furnish to Contractor, upon request, a copy of such prevailing rates. It shall be the duty of the Contractor to post a copy of such prevailing wages at the job site. As used herein, "legal holiday" means such day as is recognized in the respective collective bargaining agreement.
- C. The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the City, up to \$200 for each calendar day as determined by the Labor Commissioner, or portion thereof, for each worker paid less than the stipulated prevailing rate for such work or craft in which said worker is employed for any work done under the contract by the Contractor or by any subcontractor under the Contractor, in violation of the provisions of the Labor Code, and in particular, Section 1770 to Section 1780, inclusive.
- D. The Contractor shall comply with California Labor Code § 1777.5 concerning the employment and wages of apprentices by the Contractor and all subcontractors. The Contractor shall be responsible for compliance for all apprenticeable occupations. The Contractor and all subcontractors must be registered with the Department of Industrial Relations. This project is subject to DIR monitoring and enforcement. The Contractor shall forfeit up to \$200/day per worker paid under prevailing wage rates. The City will notify the Contractor and may deduct penalties from payments.
- E. In addition to said penalty, and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amounts paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the stipulated prevailing rate shall be paid to each worker by the Contractor.
- F. The wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum set forth.
- G. No extra compensation whatever shall be allowed by the City due to inability of the Contractor to hire labor at the minimum rate nor for any necessity for payment by the Contractor for subsistence, travel time, overtime, or other added compensation, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing the bid.

78. NATIONAL HISTORIC PRESERVATION ACT OF 1966

The Contractor agrees to contribute to the preservation and enhancement of structures and objects of historical, architectural or archaeological significance when such items are found and/or unearthed during the course of project construction and to consult with the State Historic Preservation Officer for recovery of the items. (References available for review at office of City Engineer: National Historic Preservation Act of 1966, (80 Stat 915, 16 USC 470) and Executive Order No. 11593 of May 31, 1971.)

79. REQUIRED PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any provision is not inserted, or is not correctly inserted, then upon the

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application of either party the contract shall forthwith be physically amended to make such insertion or correction.

80. SUSPENSION OF THE WORK

- A. The City may, by notice in writing to the Contractor, suspend parts of the work for such a period with or without cause.
- B. Upon receipt of a written notice to suspend portions of the work issued by the City, the Contractor must thereupon discontinue the work suspended except for operations necessary to prevent loss or damage to work already executed as may be directed by the City. In the event a part of the work is suspended, the Contractor, if the suspension is not through its fault or the fault of its subcontractors or agents, must be paid in accordance with Section 01010 "Special Conditions" for costs of work performed in accordance with such orders of the City during such suspension, provided that this will not include costs pertaining to work not suspended by the notice to suspend work. Work must be resumed by the Contractor after such suspension on subsequent written notice to resume work from the City. In the event of suspension of the work in whole or in part under Section 00700 "General Conditions", if the suspension is not through the fault of the Contractor or the fault of its subcontractors or agents, the Contractor must be entitled to an extension of time wherein to complete the work to the extent that the delay prolongs the contract duration, and the Contractor may be entitled to a change in contract price to the extent that the delay causes the Contractor damage, all as set forth in Section 00700 "General Conditions". If no agreement can be reached as to the time for extension or change in contract price, the Contractor must submit a claim to the City within 15 days of a notice from the City that no agreement can be reached.
- C. In the event the entire work will be suspended by order of the City, and will remain so suspended for a period of 90 consecutive days, through no fault of the Contractor or its subcontractors or agents, and notice to resume the work has not been served on the Contractor, Contractor may, at its option, by written notice to the City, terminate the Contract in the same manner and on the same terms as if the termination had been initiated by the City pursuant to Section 00700 "General Conditions", and the City will not claim for damages because of such termination of the Contract.

81. TERMINATION FOR DEFAULT

- A. Subject to prior notice from the City and the Contractor's cure rights set forth in this section, the City will have the right to terminate the Contract for cause and/or the Contractor's right to proceed with the work upon the occurrence of the following:
 - 1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
 - 2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same becomes due.
 - 3. A receiver is appointed to take charge of Contractor's property.
 - 4. Contractor fails to meet the Milestone requirements or Substantial Completion deadline within a reasonable period of time after the deadline.
 - 5. The work is not completed within the applicable Contract time, as such Contract time may be adjusted in accordance with this Contract, and Contractor is not diligently prosecuting the completion or correction of the work.
 - 6. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the work in accordance with the Contract Documents.
 - 7. Contractor fails to make prompt payment of amounts properly due to subcontractors after receiving payment from City.

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8. Contractor disregards applicable laws, regulations, or other governmental requirements.
 9. Contractor persistently or materially fails to execute the work in accordance with the Contract Documents.
 10. Contractor persistently or materially fails to comply with applicable safety requirements.
 11. Contractor abandons the work.
 12. Contractor is in default of other material obligation under the Contract Documents.
- B. Upon the occurrence of any of the preceding events, City will have the right to terminate the Contract for cause and/or the Contractor's right to proceed with the work if Contractor fails to promptly commence to cure such default and diligently prosecutes such cure within 5 days after notice from City, or within such longer period as is reasonably necessary to complete such cure.
- C. The rights and remedies of the City provided in this section are in addition to the rights and remedies provided by law or under this Contract.
- D. In addition to the City's rights under this section, if before completion of the work under the Contract, it will be determined by the City that it is advisable for it, for whatever reason, to terminate the work, it may do so upon 10 days written notice to the Contractor. Upon service of such notice of termination, the Contractor must discontinue the work in such manner, sequence, and at such times as the City may direct. The Contractor must have no claim for damages for such discontinuance or termination, nor claims for anticipated profits on the work thus dispensed with or uncompleted, nor other claims except for the work actually performed up to the time of termination, including extra work ordered by the City to be done, nor for claims for liquidated damages in accordance with the provisions of Section 00700 "General Conditions".
- E. Upon receipt of notice of termination of the Contract and/or the Contractor's right to proceed with the work under this Section 00700 "General Conditions", the Contractor must, unless the notice directs otherwise, do the following:
1. Immediately discontinue the work to the extent specified in the notice.
 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such a portion of the work as is not terminated.
 3. Promptly cancel, on the most favorable terms reasonably possible, orders and subcontracts to the extent they relate to the performance of the terminated portion of the work.
 4. Thereafter, do only such work as may be necessary to preserve and protect work already in progress and to protect materials, plants, and equipment on the project site or in transit thereto.
- F. Upon termination of the Contract, the obligations of the Contract will continue as to portions of the work already performed and, subject to the Contractor's obligations under this Section 00700 "General Conditions", as to bona fide obligations assumed by the Contractor prior to the date of termination.
- G. Upon termination of the Contract or the Contractor's right to proceed with the work, the City will pay to the Contractor the sum of the following:
1. The amount of the Contract price allocable to the portion of the work properly performed by the Contractor as of the date of termination, less sums previously paid to the Contractor.
 2. Plus, previously unpaid costs of items delivered to the project site that were fabricated for subsequent incorporation into the work.
 3. Plus, proven losses with respect to materials and equipment directly resulting from such termination.

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4. Plus, reasonable demobilization costs.
 5. Plus, reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.
- H. The above payment will be the sole and exclusive remedy to which the Contractor is entitled in the event of termination of the Contract by the City and/or the Contractor's right to proceed with the work pursuant to this Section 00700 "General Conditions"; and the Contractor will be entitled to no other compensation or damages and expressly waives same. The City has the right to subtract from the above payment such sums as may be deducted consistent with the terms of the Contract Documents.

82. RIGHTS OF CITY UPON TERMINATION

- A. In the event the right of the Contractor to proceed with the work, or portions thereof, has been terminated for cause and the Contractor has been given 5 days' notice to cure such default and has not done so, the City may take over the work and prosecute the same to completion by contract or other methods the City deems expedient, and may take possession of and utilize in completing the work such materials, appliances, equipment and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, it and its sureties will be liable for damages, including but not limited to, costs of managerial and administrative services, engineering, legal and other consultant fees, sustained or incurred by the City in enforcing the provisions of Section 00700 "General Conditions", and in completing or causing to complete the Contract work.
- B. Upon termination for default pursuant to Section 00700 "General Conditions", the Contractor will not be entitled to receive further payments until the work is finished. If upon completion of the work the total cost to the City, including, but not limited to, engineering, legal and other consultant fees, costs of managerial and administrative services, construction costs and liquidated damages, must be less than the amount which would have been paid if the work had been completed by the Contractor in accordance with the terms of the Contract, then the difference will be paid to the Contractor in the same manner as the final payment under the Contract. If the total cost incurred by the City on account of termination of the Contractor and subsequent completion of the work by the City by whatever method the City may deem expedient will exceed said amount which the Contractor would otherwise have been paid, the Contractor and its sureties will be liable to the City for the full amount of such excess expense.
- C. The rights and remedies of the City provided in this section are in addition to the rights and remedies provided by law or under this Contract.

83. OWNERSHIP OF WORK PRODUCT

Work products of the Contractor and/or subcontractors on this project, which are delivered under the contract, or which are developed, produced, and paid for under the contract shall become the property of the City.

- End of Section -

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SECTION 00500
AGREEMENT

PART 1 - GENERAL

1.01 CONTRACT

This contract is made as of [DATE], in Daly City, California, by and between City of Daly City, ("City") and [NAME OF CONTRACTOR], a [insert capacity of Contractor, e.g., a California corporation, partnership or a sole proprietorship] ("Contractor"), who agree as follows:

- A. The Contractor agrees to furnish all labor, materials, supplies, tools, and equipment required to construct and complete the project in a manner consistent with at least that degree of efficiency and knowledge which is normally exercised by those of ordinary skill, competency, and standing by general contractors performing public works construction and in strict accordance with the Contract Documents for the following project entitled:
- Vista Grande Drainage Basin Improvements
- B. Contract Documents for this project have been prepared by the City, hereinafter called the Engineer. Contract Documents, and each and every provision thereof, relating to this Contract are hereby made a part of and incorporated by reference into this Contract.
- C. See Section 00700 "General Conditions" for the list of Contract Documents and order of precedence of the Contract Documents.
- D. Work called for in one Contract Document and not mentioned in others is to be performed and executed as if mentioned in Contract Documents.
- E. The City agrees to pay the Contractor the Contract Sum for the performance of the Contract, subject to additions and deductions provided by Change Order, the following prices, and the Contractor agrees to receive and accept the following prices as full compensation for furnishing materials, labor, supplies, tools and equipment, and for doing the work contemplated and embraced in this Contract, and for risks of every description connected with the work and for expenses incurred by or in consequence of the suspension or discontinuance of the work except as otherwise provided in the Contract Documents, and for well and faithfully completing the work and the whole thereof in the manner and according to the Contract Documents and the requirements of the City under them, namely:
- Division 0, 1 and 2-17 of the Specifications
 - Proposal and Bid Forms completed by Contractor
 - Executed Agreement
 - Contract Drawings
 - Addenda to Specifications and Drawings
 - Change Orders
 - Permits issued by other agencies that apply to the Work
- F. Funding and Labor Compliance: This Contractor agrees that such Agreement is subject to compliance with all requirements set forth in the WIFIA Loan Agreement and the State

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Revolving Fund (SRF) Loan Agreement. Contractor shall comply with Buy America provisions, Davis–Bacon Act requirements, and environmental procurement obligations associated with such funding. Contractor shall participate in applicable audits under the Single Audit Act and provide any reports or data necessary to fulfill federal reporting obligations. The Contractor shall also ensure registration with the Department of Industrial Relations (DIR) and the employment of apprentices in accordance with California Labor Code §§ 1725.5 and 1777.5.

- G. The City will make payments on the account of the Contract as specified in the Sections 00700 “General Conditions” and 01025 “Measurement and Payment”.
- H. The Contractor must prosecute the work to completion in accordance with Section 01010 “Special Conditions” and Section 01011 “Summary of Work.”
- I. The Contractor acknowledges that it has examined the prevailing rate of per diem wages as established and published by the California Director of Industrial Relations, copies of which are available for inspection at the office of the City. The Contractor agrees to pay all workers employed on the work not less than the applicable prevailing rate of per diem wages, as the same may be amended from time to time. The Contractor shall post at each job site a copy of the determination of the Director of Industrial Relations of the prevailing rate of per diem wages. The Contractor must ensure that subcontractors on the work are notified of and comply with their obligations in regard to the payment of prevailing wages to their workers employed on the Project.

1.2 CONTRACT SUM

- A. Contract Sum: Contractor and City agree that upon performance and fulfillment of all requirements of the Contract Documents, the City will, in accordance with all applicable laws, pay or cause to be paid to Contractor .
- B. This price shall be adjusted during performance of the Work only by Change Order. Progress Payments to Contractor will be made in accordance with the Contract Documents.

1.3 LIQUIDATED DAMAGES

- A. It is agreed by the parties to the Contract that time is of the essence; and that in case the work is not completed within the Contract Time as revised by time extensions that may have been granted, damage will be sustained by the City; and that it may be impracticable to determine the actual amount of damage by reason of such delay; and it is, therefore, agreed that the Contractor must pay to the City as damages the amount or amounts set forth in Section 01010 “Special Conditions”. The parties expressly agree that this liquidated damage clause and the clauses it references are reasonable under the circumstances existing at the time the Contract was made. The City shall have the right to deduct the amounts of liquidated damages from money due or to become due the Contractor.
- B. Notwithstanding the provisions of this Section 00500 “Agreement”, the Contractor must not be liable for liquidated damages occasioned by delays caused by the removal or relocation of utilities when such removal or relocation is the responsibility of the City or the Owner of the utility under California Government Code section 4215.

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1.4 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

- A. The City and Contractor waive claims against each other for consequential damages arising out of or related to the Contract. This mutual waiver includes: (1) damages incurred by the City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Contract. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of the Contract as provided for herein. Nothing contained in this section shall be deemed to affect or preclude the City's right to liquidated damages as provided for in this Contract.

1.5 TIME FOR COMPLETION OF THE WORK

- A. The time for completion of work is specified in Section 01010 "Special Conditions".

1.6 WAIVER OF INTEREST

- A. The City will have no obligation to pay, and the Contractor hereby waives the right to recover interest with regard to monies that the City is required to withhold by reason of judgment, order, statute or judicial process, or may withhold pursuant to the provisions of this Contract.

1.7 ASSIGNMENT OF ANTI-TRUST CLAIMS

- A. In accordance with California Public Contract Code section 7103.5, the Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment must be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

1.8 INTEGRATION

- A. The Contract Documents constitute the sole, final, complete, exclusive, and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Contract, except those other documents that are expressly incorporated in the Contract Documents.

1.9 COUNTERPARTS AND ELECTRONIC SIGNATURES

- A. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument or instruments. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions

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Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Contract Documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

1.10 WAIVER

- A. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Contract must not be deemed a waiver with respect to subsequent default or matter.

1.11 REMEDIES NOT EXCLUSIVE

- A. The remedies provided in this Contract are cumulative and not exclusive and are in addition to other remedies that may be provided by law or equity. The exercise by either party of remedies under this Contract shall be without prejudice to the enforcement of other remedies.

1.12 NOTICES

- A. Notices, demands, invoices or other communications required or permitted to be given under this Contract shall be in writing and either served personally or sent by prepaid, first-class U.S. mail and addressed as follows: for the City, at the addresses set forth in Section 00100 "Bid Solicitation"; for the Contractor, at the address set forth in its bid. Parties may change their address by notifying the other party in writing of the change of address.

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1.13 SIGNATURE PAGE

IN WITNESS WHEREOF, the parties execute this Contract as follows:

For City:

Name: _____
Title: President, Board of Directors

Attest:

Name: _____
Title: Secretary, Board of Directors

Approved as to Form:

Name: _____
Title: General Counsel

For Contractor:

Name: _____
Title: _____

END OF SECTION



City Council Meeting Agenda Report

Item # _____

Meeting Date: September 23, 2025

Subject: Approve Proposed Placement and Assignment of Economic and Community Development Professional Staff Association (ECDPSA) Bargaining Unit Classifications into the Miscellaneous/Unrepresented Group

Recommended Action

Staff recommends that the City Council adopt the attached resolution to approve the proposed placement and assignment of classifications represented by the Economic and Community Development Professional Staff Association (ECDPSA) into the Miscellaneous/Unrepresented group.

Background/Discussion

Due to the number of employees and classifications represented by the ECDPSA group and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units the City is proposing the placement of classifications represented by the Economic and Community Development Professional Staff Association (ECDPSA) and assignment into the Miscellaneous/Unrepresented group. This proposed change is in accordance with the Employer-Employee Relations Resolution that governs this process.

This action is taken in accordance with the City's Employer-Employee Relations Resolution Section 13, following good faith consultation with the affected bargaining unit. No objections have been filed, and no new unit recognition is sought, rendering the process complete upon adoption of this resolution.

The City has met and conferred in good faith with the affected bargaining unit and, as a result, have agreed to the proposed change.

Effective the first day of the pay period following City Council approval of this resolution, the classifications will be assigned to the following ranges:

Classification	Range
Community Development Specialist I	U 047
Assistant Planner	U 052
Community Development Specialist II	U 052
Associate Planner	U 064
Housing Coordinator	U 064

Fiscal Impact

There is no fiscal impact.

City Council Agenda Report
Subject: Meeting Date: September 23, 2025

Page 2 of 2

Summary/Conclusion

Staff is requesting that the City Council approve the proposed placement and assignment of Economic and Community Development Professional Staff Association (ECDPSA) Bargaining Unit classifications into the Miscellaneous/Unrepresented Group.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Natalie Sakkal".

Natalie Sakkal
Director of Human Resources

Resolution __

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY APPROVING THE
PLACEMENT AND ASSIGNMENT OF CLASSIFICATIONS REPRESENTED BY THE
ECONOMIC AND COMMUNITY DEVELOPMENT PROFESSIONAL STAFF ASSOCIATION
(ECDPSA) INTO THE MISCELLANEOUS/UNREPRESENTED GROUP**

WHEREAS, the City of Daly City and the Economic and Community Development Professional Staff Association (ECDPSA) have met and conferred in good faith regarding the reassignment of classifications into the Miscellaneous/Unrepresented group;

WHEREAS, said reclassification is consistent with the City's Employer-Employee Relations Resolution and Government Code §3500 et seq.;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that:

1. The classifications formerly represented by ECDPSA are hereby reassigned to the Miscellaneous/Unrepresented group, effective the first day of the pay period following this adoption.
2. The City Manager is authorized to take all necessary administrative steps to implement this reassignment.

PASSED AND ADOPTED this __ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:



City Council Meeting Agenda Report

Item # _____

Meeting Date: September 23, 2025

Subject: Resolution and Letter from the Mayor Supporting the Allocation of Affordable Units within the Samtrans Colma Park and Ride Redevelopment

Recommended Action

Review and approve the attached Resolution and authorize the Mayor to send the attached letter on behalf of the City Council.

Discussion

On August 22, 2025, the Council Affordable Housing Committee met with representatives from SamTrans to discuss the transit agency's strategy to redevelop the 9.25-acre park and ride lot adjacent to the Colma BART station in Daly City. Samtrans has been working with the Federal Highway Administration (FHWA) and Caltrans (agencies that funded the acquisition of the property many years ago) to obtain authorization to proceed with plans to redevelop the property with a "transit-oriented development," including high-density housing.

To facilitate this authorization, SamTrans is requesting that the City of Daly City give preliminary support to a strategy of implementing the City's Inclusionary Housing Ordinance (IHO) in a flexible manner that would essentially allow all the affordable housing required by the IHO to be constructed as a single project, immediately as the first phase. The project's market-rate housing would be constructed in subsequent phases when market conditions allow. The Samtrans request is that the City essentially treat the full 9.25-acre property as a unified development for purposes of inclusionary housing calculations and compliance. To memorialize this approach, SamTrans and the City would likely enter into a Development Agreement, similar to the entitlement approach used for the redevelopment of the Serramonte Del Rey High School site.

Recommendations

Staff recommends that the City Council review the attached letter of support (which the Mayor would sign) and City Council Resolution.

Staff is available to provide any additional information desired by the Council members.

Respectfully submitted,

Michael Van Lonkhuysen
Planning Manager

Tatum Mothershead
Director of Economic and Community
Development

Attachments

Attachment A – Draft Letter of Support
Attachment B – Draft Council Resolution

DRAFT

April Chan
General Manager/CEO
San Mateo County Transit District
1250 San Carlos Avenue
San Carlos, CA

Re: Development of Colma BART Station Park and Ride Lot

Dear Ms. Chan,

SamTrans and the City of Daly City have been advocating for the ability to develop of the underutilized Colma BART Station Park and Ride Lot (Lot) for many years. The City understands that SamTrans desires to develop a significant amount of housing on the approximately 9.28-acre site, which will assist in addressing our region's extreme housing crisis. The redevelopment of the Lot has been held up due to restrictions related to the federal aid used for the initial acquisition of the Lot.

A key component in developing housing is satisfying applicable affordable housing requirements. In Daly City, these requirements are contained in the City's Inclusionary Housing Ordinance (Daly City Municipal Code Chapter 17.47), which generally requires that 10% of rental housing units be affordable to persons earning 70% of the Area Mean Income and that 20% of for-sale housing be affordable to Moderate Income buyers. As SamTrans staff have noted, the construction of this housing can be facilitated by initially developing the affordable component of the larger project in a separate structure, which also assists in qualifying the project for certain sources of funding. SamTrans staff also note that it may be possible to accomplish the development of the affordable component as the initial phase of the project through a finding of "public interest" by the state and federal agencies involved in the Lot's ownership.

The City supports grouping affordable units on one portion of the Lot and counting those units towards the affordability obligations of the entire property for later phases of development. This will most likely be accomplished through the City and SamTrans entering into a Development Agreement to ensure that the allocation of units will be recognized at the time of the development of the market-rate portion of the Lot. We understand that such an agreement would be subject to approval by both the SamTrans Board of Directors and the Daly City Council. The attached resolution, adopted by the City Council, confirms the City's intention to negotiate an agreement to implement this approach. This arrangement will assist SamTrans in obtaining clearance to develop the site for the affordable component of the project and will help the affordable housing developer secure funding.

Sincerely,

Dr. Roderick Daus-Magbual
Mayor

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
SUPPORTING THE ALLOCATION OF AFFORDABLE UNITS WITHIN
THE SAMTRANS COLMA PARK AND RIDE LOT REDEVELOPMENT**

WHEREAS, the San Mateo County Transit District (SamTrans) owns the Colma BART Station Park and Ride Lot (Lot) (APN No. 008-131-050, and 008-131-060), which is designated in the City's Housing Element as site for high density residential development; and

WHEREAS, SamTrans has been seeking for many years to undertake the redevelopment of the site, but has been limited by grant restrictions related to the federal funds used for the initial acquisition of the Lot; and

WHEREAS, one potential avenue for SamTrans to initiate the redevelopment of a portion of the site is by concentrating affordable units on that portion of the site shown on the map attached as Exhibit A, which may allow the funding agencies to make a "public interest" finding and release that portion of the property from the funding restrictions; and

WHEREAS, while concentrating the affordable units on one portion of the site, SamTrans would like to be assured that it can develop market-rate housing on the remainder of the site as a separate phase and receive credit for the affordable units developed on the first portion under the City's Inclusionary Housing Ordinance; and

WHEREAS, the City and the SamTrans Board supports this approach to the redevelopment of the site and are willing to commit to negotiating a Development Agreement or similar arrangement for the approval of the respective parties that will provide SamTrans with the assurance it needs to proceed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that the City Council approves of the potential approach to the allocation of the affordable units on the Colma BART Station Park and Ride site and directs the City Manager and City Attorney to negotiate a suitable agreement with SamTrans to provide the assurance it needs to move forward with the proposed redevelopment of the property, concentrating the affordable units in one location in order to obtain clearance to develop those units, and receiving credit for those units when it develops the remainder of the site.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the ____ day of _____, 2025, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: _____

NOES, Councilmembers: _____

ABSENT, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY

COMMUNITY WORKFORCE AGREEMENT FOR THE CITY OF DALY CITY

INTRODUCTION/FINDINGS

This Community Workforce Agreement is entered into this 1 day of January, 2026, by and between the City of Daly City (hereinafter the “City”), together with its contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the **“Agreement to be Bound” (Addendum A)** (hereinafter the “Contractor(s)/ Employer(s)”), and the Building and Construction Trades Council of San Mateo County (hereinafter the “Council”) and the Unions that have executed this Agreement (referred to collectively herein as the “Union(s)”).

The purpose of this Agreement is to promote the efficiency of construction operations through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project(s) covered by this Agreement.

WHEREAS, the timely and successful completion of the Project is of the utmost importance to meet the needs of the City and avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of construction work on the Project and will be represented by the Unions who are signatory to this Agreement and employed by the Contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, it is recognized that on a Project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption may be substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the City, the Unions, and the Contractors/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union and non-union workers of different employers were to work side by side on the Project, potentially leading to labor disputes that could delay completion of the Project; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractors/Employers and the Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event the provisions of this Agreement shall prevail; and

WHEREAS, the contract(s) for construction work on the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code and all state, local and federal laws; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I **DEFINITIONS**

1.1 “Agreement” means this Community Workforce Agreement.

1.2 “Agreement to be Bound” means the agreement (attached hereto as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of working on the Project.

1.3 “City” means the City of Daly City and its governing board, officers, agents and employees, including managerial personnel.

1.4 “Completion” means that point at which there is Final Acceptance by the City of a Construction Contract and the City has filed a Notice of Completion. For purposes of this definition, "Final Acceptance" means that point in time at which the City has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the City has executed a written acceptance of the work.

1.5 “Construction Contract” means the public works or improvement contract(s) (including design-bid, design-build, lease-leaseback or other contracts under which construction of the Project is done) awarded by the City that are necessary to complete the Project.

1.6 "Contractor(s)/Employer(s)" or "Contractor(s)" or "Employer(s)" means any individual, firm, partnership or corporation (including the prime contractor, general contractor,

construction manager, project manager, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a contract with the City with respect to the construction of any part of the Project, and all contractors and subcontractors of any tier.

1.7 “Council” means the Building and Construction Trades Council of San Mateo County.

1.8 “Master Agreement” or “Schedule A” means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.9 “Project” means all City projects where either the engineer’s estimate of the total cost of the project or the actual cumulative bid amount(s) submitted by the contractor(s) awarded the Construction Contract(s) for the Project, exceeds ~~—one million dollars (\$1,000,000.00—)~~. All Construction Contracts required to complete an integrated Project shall be considered in determining whether this threshold is met. The City and the Council may mutually agree in writing to add additional projects or components to be covered by this Agreement. The term “Project” applies to each and all projects as defined in this section, whether used in the singular or plural herein.

1.10 “Project Manager” means the person(s) or entity(ies) designated by the City to oversee all phases of construction on the Project and the implementation of this Agreement.

1.11 “Union” or “Unions” means the San Mateo County Building and Construction Trades Council and the labor organizations identified on the attached Union Signatures page that become signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE II **SCOPE OF AGREEMENT**

2.1 **Parties:** This Agreement applies and is limited to all Contractors/Employers performing work under a Construction Contract on the Project (including subcontractors at any tier) and their successors and assigns, the City, the Council, and the Unions signatory to this Agreement.

2.2 **Applicability:** This Agreement governs all Construction Contracts awarded on the Project. For purposes of this Agreement, Construction Contracts shall be considered Completed as set forth in Section 1.4, except when the City directs a Contractor to engage in repairs, warranty work, modifications, or punch list work under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.

2.3 **Covered Work:** This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of the Project, including, without limitation to the following examples, landscaping and temporary fencing, temporary HVAC, geotechnical and exploratory drilling, soils and materials testing and

inspection, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, modular furniture installation, jobsite access/traffic control, and clean-up. This Agreement covers work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed to supply materials to the Project.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by City employees.

2.3.2 This Agreement covers all on-site fabrication work over which the City, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). This Agreement also covers any off-site work, including fabrication, that is traditionally performed by the Unions and is directly or indirectly part of the Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).

2.3.3 This Agreement covers any 3D BIM modeling and mechanical computer aided drafted and/or hand detailing of shop and field drawings used for fabrication/coordination or erection, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).

2.3.4 Except for the delivery of supplies, equipment or materials that are stockpiled for later use, this Agreement covers all construction trucking work, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of written request or as required by the bid specifications.

2.3.5 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XIII and XIV of this Agreement shall apply to such work.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement.

2.4.1 This Agreement shall not apply to work performed by the City's own employees as permitted by the Public Contract Code.

2.4.2 This Agreement shall not apply to a Contractor/Employer's non-construction craft executives, managerial employees, administrative personnel, and supervisors above the level of general foreman, unless covered by a Master Agreement.

2.4.3 This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city, or other governmental bodies or their contractors. Work performed by public or private utilities including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line and provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.4.4 This Agreement shall not apply to the off-site maintenance of leased equipment and on-site supervision of such work.

2.4.5 2.4.9 Construction Contracts for emergency work performed without formal notice of a competitive solicitation for bids, as expressly permitted by Public Contract Code section 22050, provided the requirements therein are satisfied, unless the emergency work is for a Project or the City orders the emergency work to be subject to a competitive solicitation for bids. Notwithstanding this provision, the City and the Council may agree that this Agreement shall apply to emergency work on a case-by-case basis

2.5 Award of Contracts: It is understood and agreed that the City has the right to select any qualified bidder for the award of a Construction Contract under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project. The City shall provide a copy of all such invitations to bid to the Council at the time of issuance.

ARTICLE III

EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Council, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, all Contractors/Employers agree to be bound by each and every provision of this Agreement and agree to evidence their acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing, by executing the Agreement to be Bound, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not be awarded a Construction Contract on the Project.

3.4 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any dispute between the Union(s) and the Contractor(s) with respect to compliance with this Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including the Schedule As incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement conflicts with a Schedule A, the provision of this Agreement shall prevail. Where a provision of a Schedule A does not conflict with this Agreement, the provision of the Schedule A shall apply.

ARTICLE IV **WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS**

4.1. The Unions, the City, and the Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or any other City facility because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other City projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of a demand for a new or modified Master Agreement, the Union agrees that it will not strike on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business day's notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck, of the intent to withhold labor from the Contractor/Employers' or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 Notification: If the City or any Contractor contends that any Union has violated this Article, it will so notify in writing the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article. A Union complying with this obligation shall not be held responsible for the unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred.

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator, under this procedure. In the event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, the parties shall select the arbitrator from the list in Section 13.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the City, the involved Contractor, and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the permanent arbitrator named above, or the alternate if the permanent arbitrator is not available, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article, and the arbitrator's award shall be

served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with the arbitrator's award ordering the party to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 The arbitrator's award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In a proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceeding may be *ex parte*. However, such agreement does not waive any party's right to seek or participate in a hearing for a final order of enforcement. Any court order enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance with the above procedure, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.2.8 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

ARTICLE V

PRE-JOB CONFERENCES

5.1 **Timing:** The Project Manager shall convene and conduct, at a location and time mutually agreeable to the Council, a pre-job conference with the Unions and the representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set forth below, at least fourteen (14) calendar days prior to:

- (a) The commencement of any Project work, and
- (b) The commencement of Project work on any subsequently awarded Construction Contract.

5.2 The pre-job conference shall be attended by a representative of each participating Contractor and each affected Union, and the Council and City may attend at their discretion.

5.3 The pre-job conference shall include but not be limited to the following subjects:

- (a) A listing of each Contractor's scope of work;
- (b) The craft assignments;

- (c) The estimated number of craft workers required to perform the work;
- (d) Transportation arrangements;
- (e) The estimated start and completion dates of the work; and
- (f) Discussion of pre-fabricated materials.

5.4 **Joint Administrative Committee:** In order to ensure the terms of this Agreement are being fulfilled and concerns pertaining to the operation of this Agreement are addressed, the City and the Council shall establish a Joint Administrative Committee composed of an equal number of representatives from the City and the Council. The Joint Administrative Committee shall meet on a periodic basis during the term of construction, at least semi-annually, to assess the implementation of this Agreement, review the progress of the Projects, and facilitate harmonious relations between the parties. Both the City and the Council shall have the right to call a meeting of the Joint Administrative Committee.

ARTICLE VI **NO DISCRIMINATION**

6.1 The Contractors/Employers and the Unions agree to comply with all anti-discrimination provisions of federal, state, and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII **UNION SECURITY**

7.1 The Contractors/Employers recognize the Unions as the sole bargaining representative of all craft employees performing Covered Work under this Agreement, and all such employees must be represented by a Union for the duration of their employment on the Project.

7.2 The Contractors/Employers shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. This Agreement does not require any employee of a non-Union contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the requirements of the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

ARTICLE VIII **REFERRAL**

8.1 Contractor(s)/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s), unless such craft construction employee is covered by a Master Agreement.

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain the worker(s) from any source. A Contractor/Employer who hires a worker(s) to perform Covered Work on the Project pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately refer such worker(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

8.4 Local Hire: The parties to this Agreement support the employment of skilled construction workers from City of Daly City and San Mateo County (the "Local Area") and wish to facilitate employment of Local Area residents and use resources in the Local Area in the construction of the Project. To the extent allowed by law, and consistent with the Unions' hiring hall provisions, as long as they possess the requisite skills and qualifications, residents of the Local Area, including journeymen and apprentices, shall be referred by the Unions for Project work covered by this Agreement.

ARTICLE IX

WAGES AND BENEFITS

9.1 The Contractors/Employers agree to pay all benefit contributions required by the applicable Master Agreement(s), including but not limited to vacation, pension and/or other deferred compensation, apprenticeship, worker protection and assistance, health benefit, and any other funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the applicable Master Agreement(s).

9.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements for the benefit funds described in Section 9.1, which may from time to time be amended, specifying the detailed basis upon which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if they were appointed by the Contractors/Employers. The Contractors/Employers agree to execute a separate subscription agreement(s) when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: Holidays shall be as set forth in the applicable Master Agreement.

ARTICLE X **APPRENTICES**

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, including on public works projects, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in their respective crafts, to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured.

10.2 Apprentice ratios will be in compliance with the provisions of the California Labor Code and the applicable state prevailing wage determination.

10.3 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly indentured and supervised.

10.4 Pre-Apprenticeship Program: Recognizing that the Bay Area Apprenticeship Coordinators Association, the San Mateo Workforce Investment Board, the San Mateo County Union Community Alliance, and the California Division of Apprenticeship Standards have established a countywide Pre-Apprenticeship Program – the Trades Introduction Program (“TIP San Mateo”) – to prepare students to become apprentices to work in construction-related trades, the parties agree to provide opportunities for employment on the Project for students who have completed the TIP San Mateo or another pre-apprenticeship program that utilizes Multi-Craft Core Curriculum (“MC3”). As such, Contractors on the Project shall endeavor to employ a minimum of two (2) TIP graduates or graduates of another MC3 pre-apprenticeship program who meet local Union requirements for admittance into a California state-approved Joint Apprenticeship Training Program.

ARTICLE XI **HELMETS TO HARDHATS**

11.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring

halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

11.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XII **COMPLIANCE**

12.1 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of Article IX of this Agreement. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent wages or Trust Fund contributions from Contractors/Employers on the Project. Because the Project is a public work subject to the California Labor Code, the City shall monitor and enforce the Contractors/Employers' compliance with state prevailing wage requirements as well as this Agreement.

ARTICLE XIII **GRIEVANCE ARBITRATION PROCEDURE**

13.1 Project Labor Disputes: All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article IV and Article XIV, shall be subject to resolution by the grievance arbitration procedures set forth in this Article.

13.2 Employee Discipline: All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or discharged without just cause.

13.3 No grievance shall be recognized unless the grieving party (Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

13.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting or the conclusion of efforts to resolve the grievance at Step 1, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the Contractor/Employer's designated representative, for discussion and resolution. This time limit may be extended by mutual consent of both parties. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, either party may request the dispute be submitted to arbitration within five (5) business days of the Step 2 meeting or the conclusion of efforts to resolve the grievance at Step 2. This time limit may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to arbitration, the representatives shall notify the permanent arbitrator designated in Article IV, or if not available, the alternate arbitrator designated in Article IV, for final and binding arbitration. If the permanent arbitrator or the alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Carol Vendrillo
3. Morris Davis

13.5 The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties. The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

13.6 The time limits specified at any step of the grievance procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

13.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent setting.

13.8 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, or its higher-tier

Contractor, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an arbitrator shall so order.

13.9 Should any of the arbitrators listed in this Article or Article IV no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

ARTICLE XIV

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

14.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

14.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

14.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Andrea Dooley, Robert Hirsch and Thomas Pagan, and the arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

14.5 Each Employer will conduct a pre-job conference with the Council prior to commencing work. The City and the Project Manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE XV

MANAGEMENT RIGHTS

15.1 Consistent with the Schedule A agreements, the Contractor(s)/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted

or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that all lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE XVI **DRUG AND ALCOHOL TESTING**

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

16.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Schedule A.

ARTICLE XVII **SAVINGS CLAUSE**

17.1 If any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word that will meet the objections to its validity and will be in accordance with its original intent.

17.2 In the event a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of the Agreement's provisions, and the City accordingly determines that compliance with this Agreement will not be required in order to perform work under a Construction Contract, the Unions will no longer be bound by the provisions of Article IV.

ARTICLE XIX **TERM**

18.1 This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project.

18.2 This Agreement shall apply until the Completion of each Project in accordance with Sections 1.4 and 2.2.

18.3 This Agreement shall become effective on the day it is executed by the City and the Council. Prior to each five (5) year anniversary of the effective date of this Agreement, the City and the Council shall meet to discuss proposed changes, if any, to the Agreement. Absent changes, the Agreement will roll over for an additional five (5) years.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

19.1 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

19.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures.

19.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

19.4 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

19.5 All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

CITY OF DALY CITY

By: _____
Name/Title: _____

Date: _____

BUILDING AND CONSTRUCTION TRADES
COUNCIL OF SAN MATEO COUNTY

By: _____
Name/Title: _____

Date: _____

DRAFT

[UNION SIGNATURES]

DRAFT

Addendum A
AGREEMENT TO BE BOUND

[Date]
[Addressee]
[Address]

Re: City of Daly City Community Workforce Agreement
Agreement to be Bound

Dear _____:

The undersigned confirms that it agrees to be a party to and bound by the City of Daly City Community Workforce Agreement (“Agreement”) as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust fund documents as set forth in Section 9.1 of the Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by the Agreement shall extend to all work covered by the Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement to be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person: _____

Address of Authorized Person: _____

State Public Works Registration Number: _____

DRAFT



CITY OF DALY CITY MEMORANDUM

To: Thomas J. Piccolotti, City Manager
CC: Mayor and City Council
From: Rose Zimmerman, City Attorney
Date: September 19, 2025

A handwritten signature in blue ink, likely belonging to Rose Zimmerman, is written over the "From:" line.

Subject: Review and Recommendations Regarding the Proposed Community Workforce Agreement (CWA)

Background

Councilmember Manalo has proposed that the City adopt a Community Workforce Agreement (CWA) in partnership with the San Mateo County Building and Construction Trades Council and its affiliated labor organizations. (Draft CWA Agreement Attached). The proposed agreement aims to promote labor harmony, ensure consistent project delivery, and support workforce development efforts by mandating the use of union labor and promoting local hiring practices in the City of Daly City.

This memorandum presents a general review of the proposed agreement as currently proposed, an assessment of the benefits and potential drawbacks, and provides suggested revisions for the City Council's consideration.

Summary of CWA Agreement

As drafted, the CWA would apply to all public works construction projects funded by the City of Daly City that exceed \$1 million in value. It would require all contractors and subcontractors performing covered work to sign a Letter of Assent agreeing to be bound by the terms of the CWA, including the use of union hiring halls for labor dispatch and adherence to union wage and benefit standards. The agreement establishes procedures for resolving jurisdictional disputes and grievances, includes a no-strike clause to ensure continuity of work, and outlines preferences for hiring local residents, apprentices, and veterans through programs such as Helmets to Hardhats.

Consideration of Potential Benefits and Concerns

Proponents of the agreement would attest that the CWA would result in more predictable project outcomes, reduce labor disputes, and enhance jobsite safety and quality by ensuring the use of skilled union labor. It could also strengthen pathways for community members, including veterans, to gain employment in the construction trades.

However, the CWA may present some concerns for consideration. The agreement may lead to higher project costs, estimated to be 10–20% more than non-union projects, due to duplicative benefit payments, prevailing wage cost and reduced competition among bidders. Non-union contractors who are unwilling to sign the agreement would be excluded from participation, potentially reducing the pool of competitive bids. Additionally, the administrative oversight necessary to enforce the agreement could place additional burdens on City staff.

Recommendations for Revisions

If the Council wishes to proceed with the CWA, revisions could be made to align the agreement more closely with the City's fiscal and operational needs.

First, the threshold for covered projects could be raised from \$1 million to \$3 million, consistent with the standard used by San Mateo County. This would limit the agreement's application to larger, more complex projects where the administrative overhead is justified.

Second, the effective date of the agreement should be set for January 1, 2026, allowing time for proper planning, training, and administrative setup.

Third, emergency or time-sensitive projects should be expressly exempted from the CWA to avoid delays where rapid response is needed.

Fourth, subcontractors whose individual contracts fall below \$250,000 should be excluded from mandatory compliance to reduce barriers for small and minority-owned businesses.

Finally, a sunset clause or pilot program framework could be incorporated, enabling the City to review the effectiveness of the CWA after a defined period and adjust its approach accordingly.

These changes seek to preserve the intended benefits of the CWA such as labor peace, workforce training, and job quality, while reducing fiscal impacts and preserving flexibility in City project delivery.

Attachment (Draft CWA)



CITY OF DALY CITY MEMORANDUM

To: Thomas J. Piccolotti, City Manager

Cc: Rose Zimmerman, City Attorney; City Council

From: Rod Daus-Magbual, Mayor and Juslyn Manalo, Council Member

Subject: Proposed Community Workforce Agreement (Item 12 on 9/23 Council Agenda) – Staff’s Recommended Revisions

Response

Upon review of the recommendations made by staff relating to potential revisions to the proposed CWA, Councilmember Manalo and I offer the following:

- **Threshold:** The threshold for this agreement shall be \$1,000,000. The County agreement is a step down from \$3 million to \$1 million rather than a standing \$3 million; \$1 million is appropriate for our city size and the scope of our capital projects
- **Effective Date:** The effective date for this agreement, should it be approved by Council, shall be 1/1/2026
- **Emergency/Time-Sensitive Projects:** These projects shall be exempted from the agreement
- **Subcontractors:** All projects under \$1 million would not be subject to the agreement; no changes are necessary to address this concern
- **Sunset/Pilot:** The agreement as submitted already includes language to this effect; no changes are necessary to address this concern

The attached document is updated to reflect the above and will be put to Council for consideration at our meeting 9/23/2025

Attachment (Revised CWA)