

**DESIGN-BUILD CONSTRUCTION AGREEMENT
(PROJECT: ELECTRIC DISPATCH CENTER RENOVATION)**

This Design-Build Construction Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation ("CITY") and CB2 Builders Incorporated, a California corporation ("CONTRACTOR").

RECITALS

WHEREAS, CITY has issued a Request for Proposals pursuant to which CITY solicited proposals from design-build contractors to renovate the Electric Dispatch Center ("Project"); and

WHEREAS, CONTRACTOR has submitted a Proposal, dated December 20, 2019, and clarifications dated February 25, 2020, attached hereto and made a part hereof as Exhibit F, and CITY has selected CONTRACTOR to provide design and construction services as set forth in this Agreement; and

WHEREAS, CONTRACTOR is ready, willing and able to perform the aforementioned services required in accordance with the terms and conditions of this Agreement; and

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

ARTICLE 1

DEFINITIONS

1.1 "Applicable Laws" means all laws, codes, ordinances, rules and regulations of governmental authorities having jurisdiction over the Site and/or the Work.

1.2 "Application for Payment" means the document prepared by CONTRACTOR and submitted to CITY showing CONTRACTOR's entitlement to progress payments, the requirements of which are more fully described in Section 5.3 hereof.

1.3 "Architect/Engineer" means a licensed professional(s) (and/or entity(ies)) retained by CONTRACTOR, with the approval of CITY, who provides architectural, design and/or engineering services as may be required by the Work. The Architect/Engineer shall be registered in the State of California and the architect and/or engineer of record for the Work pursuant to their design responsibilities. The Architect/Engineer shall be the Architect/Engineer(s) stated in the Proposal, unless substituted by CONTRACTOR based upon CITY's written pre-approval.

1.4 "Authorized Representatives" means the Design-Build Team and those individuals appointed by CITY and CONTRACTOR from time to time in accordance with the provisions of Section 3.1.1.

1.5 "Business Day" means any day when the office of the City Clerk of the City of Roseville is open for business.

1.6 "Certificate of Substantial Completion" means a certificate prepared by CONTRACTOR in accordance with Section 5.12 and forwarded to CITY.

1.7 "Certificate of Final Completion" means a certificate prepared by CONTRACTOR and forwarded to CITY stating that the Project is finally complete and that CONTRACTOR is entitled to Final Payment in accordance with Article 5 hereof.

1.8 "Change Directive" means a written order signed by CITY directing a change in the Work. A Change Directive shall state a proposed basis for adjustment, if any, in the GMP or Schedule. CITY may order changes in the Work within the general scope of the Contract, and a Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

1.9 "Change Order" means a written order signed by CONTRACTOR and CITY authorizing a change in the Work, which also may adjust the GMP and/or the Schedule, and which shall constitute a Modification. The GMP and/or Schedule may be changed only by Change Order.

1.10 "Change Proposal" means a proposal for a Change Order submitted by CONTRACTOR to CITY, either at the request of CITY, or at CONTRACTOR's own initiative.

1.11 "Construction Allowance Items" [reserved]

1.12 "Construction Documents" means the plans and specifications prepared by the Design-Build Team for the Project, approved by CITY, and incorporated into this Agreement by reference after such approval, to be used to construct the Project. The Construction Documents shall set forth in detail all items necessary to complete the construction of the Project in accordance with the Contract Documents (subject to their completion following commencement of the Construction Phase). All amendments and modifications to the Plans and Specifications must be approved by CITY prior to incorporation into this Agreement. CONTRACTOR's attention is hereby directed to the confidentiality requirements of Section 2.2.

1.13 "Construction Notice to Proceed" means the notice given by CITY to CONTRACTOR stating that the Site is available to CONTRACTOR and directing CONTRACTOR to commence construction of the Project in accordance with Section 4.2.1.

1.14 "Construction Phase" means the period beginning with the issuance of the Construction Notice to Proceed and ending on the date of Final Completion of the Project.

1.15 "Construction Work" means that portion of the Work consisting of the provision of labor, materials, equipment and services in connection with the construction of the Project as set forth in the Contract Documents.

1.16 "Contingency Costs" means those items of Cost of the Work attributable to a contingency for which CITY is responsible and which are payable by CITY to CONTRACTOR pursuant to a Change Order as provided in Article 6.

1.17 "Contract Documents" means this 1) Agreement, 2) its Exhibits, and 3) the Construction Documents, all of which, together with this Agreement, form the entire integrated agreement between CITY and CONTRACTOR. In the event of a conflict between any of these documents, this Agreement controls, followed by its Exhibits.

1.18 "Contract" or "Agreement" means this Design-Build Construction Agreement, its exhibits, and all amendments and/or modifications hereto executed by the parties.

1.19 "Contract Time" means the period of time, including authorized adjustments, allotted in the Schedule for the Final Completion of the Work.

1.20 "CONTRACTOR" means the individual or entity identified in the preamble to this Agreement.

1.21 "CONTRACTOR Event of Default" shall have the meaning set forth in Section 12.1 hereof.

1.22 "Cost of the Work" consists of those items of Work, which are paid for by CITY to CONTRACTOR, and consist of those categories of costs set forth as allowable on Exhibit A.

1.23 "CPM" means a critical path method schedule in the form of precedents, networks and time sequences.

1.24 "Day" or "Days" means calendar days.

1.25 "Delay Costs" means those items of Cost of the Work attributable to an Excusable Delay for which CITY is responsible and which are payable by CITY to CONTRACTOR pursuant to a Change Order as provided in Article 6.

1.26 "Design-Build Team" includes the following: Architect/Engineer; CONTRACTOR; and/or others as coordinated by CONTRACTOR and CITY.

1.27 "Design Development Documents" means the drawings, specifications and other documents prepared by the Design-Build Team for CITY's review and approval prior to the preparation of the Construction Documents. The Design Development Documents shall illustrate the scale and relationship of Project components, outline the nature and structural exterior and three dimensional scale of the Project and shall fix and describe in detail the configuration and character of the Project concerning all items of the Project necessary for the complete and final preparation of the Construction Documents in accordance with the requirements of the Contract Documents, including architectural and electrical systems, materials and such other elements as may be appropriate. CONTRACTOR's attention is hereby directed to the confidentiality requirements of Section 2.2.

1.28 "Design Materials" means any and all documents, shop drawings, electronic information, data, plans, drawings, sketches, illustrations, specifications, descriptions, models and other information developed, prepared, furnished, delivered or required to be delivered by CONTRACTOR to CITY under the Contract Documents or developed or prepared by CONTRACTOR specifically to discharge its duties under the Contract Documents. CONTRACTOR's attention is hereby directed to the confidentiality requirements of Section 2.2.

1.29 "Design Work" means that portion of the Work consisting of the design services required to be provided in connection with the design of the Project as set forth in the Contract Documents, which shall be performed consistent with the standards of professional care set forth herein.

1.30 "Excusable Delay" shall have the meaning set forth in Section 4.4.2 hereof.

1.31 "Fee", if applicable, means the fee payable to CONTRACTOR pursuant to this Contract and as part of the GMP, if shown on Exhibit A attached hereto.

1.32 "Final Completion" means the point at which the Work has been completed in accordance with the terms and conditions of the Contract Documents, including completion of all Punch list items.

1.33 "Force Majeure" means labor dispute (excluding labor shortage), fire, unusual delay in transportation or delivery, unavoidable casualty, flood (assuming CONTRACTOR has taken reasonable precautions), earthquake, epidemic, civil disturbance, war, freight embargo, riot, sabotage (by persons other than CONTRACTOR or Subcontractors), material shortage or any other similar act or condition, in each case only to the extent the event in question is beyond the reasonable control of and without the fault or negligence of CONTRACTOR.

1.34 "Governmental Approvals" means those CITY approvals necessary for the completion of the Project, including, but not limited to, modification of existing zoning, vacation of certain streets and/or alleys, and modifications to or variances from applicable building or zoning regulations.

1.35 "Guaranteed Maximum Price" or "GMP" means the amount set forth on Exhibit A hereto, which may be increased or decreased in accordance with the provisions of the Contract Documents.

1.36 "Hazardous Materials" means those items identified on Exhibit C hereto.

1.37 "Indemnified Parties" includes, but is not limited to, CITY, its agents, officers, employees, and volunteers.

1.38 "Liquidated Damages" means the damages payable by CONTRACTOR to CITY in the event CONTRACTOR does not achieve Final Completion of the Project by the date required on the Schedule, as adjusted, as more fully described in Section 4.6 hereof.

1.39 "Modification" means an amendment to this Agreement executed by the parties after the date hereof.

1.40 "Party" shall mean CITY or CONTRACTOR individually, and **"Parties"** shall mean CITY and CONTRACTOR collectively.

1.41 "Payment and Performance Bonds" means the payment bond and performance bond issued by an admitted Surety covering the faithful performance and completion of the Construction Work, including payment for all materials and labor furnished or supplied in connection with the Construction Work, by CONTRACTOR. Such bonds shall be in the form described in Exhibit E.

1.42 "Project" means the design and construction of the project described in the Recitals, together with all on-site infrastructure, site improvements and appurtenances to be designed, if any, constructed and installed in connection therewith, as more fully set forth and described in the Contract Documents and as required thereby or reasonably inferred therefrom.

1.43 "Project Manager" means the person assigned by the director of the CITY administering department to monitor the Project and Work.

1.44 "Punch List" means those minor items of Work to be completed after Substantial Completion and prior to Final Completion, which do not prevent the Project from being used for the purpose for which it is intended and which will not prevent beneficial occupancy or use.

1.45 "Retention" means the amount withheld from progress payments from CITY to CONTRACTOR from time to time, as more fully described in Article 5 hereof.

1.46 "Schedule" means the schedule pursuant to the Proposal and/or other Contract Documents to which CONTRACTOR has agreed to complete the Work. The Schedule shall be adjusted pursuant to the provisions of the Contract Documents. In the event the Schedule is not contained within the Proposal, then CONTRACTOR shall provide to CITY, within fifteen (15) days of issuance of a notice to proceed by CITY, with a complete milestone schedule identifying, among other things, critical paths (if any) and total calendar days until Substantial and Final Completion. In the event the Schedule is contained in the Proposal, the start of the Schedule shall be adjusted by the CONTRACTOR to reflect the date of the Notice To Proceed.

1.47 "Scheduled Date of Substantial Completion" means the date CONTRACTOR has agreed to achieve Substantial Completion of the Project in accordance with the Schedule, as adjusted.

1.48 "Scope Change Costs" means those items of Cost of the Work attributable to changes in scope of the Work and payable by CITY to CONTRACTOR pursuant to a Change Order, as provided in Article 6.

1.49 "Separate Contractors" means those individuals or entities (including, but not limited to, concessionaires) who have entered into arrangements with CITY for the provision of labor, materials or other services in connection with the Project.

1.50 "Site" is the real property on which the Project will be located.

1.51 "Subcontract" means an agreement between CONTRACTOR and another person or entity engaged to perform a portion of the Work.

1.52 "Subcontractor" means an individual or entity who has entered into an agreement with CONTRACTOR or another Subcontractor for the provision of labor, materials or other services required to be performed by CONTRACTOR under the Contract Documents.

1.53 "Substantial Completion" means the stage in the progress of the Work when the Work or a designated portion thereof is sufficiently complete in accordance with the Contract Documents so that CITY may use the Project for its intended purpose.

1.54 "Surety" means one or more issuers of the Payment and Performance Bonds, each of which shall be admitted and licensed to do business in the State of California.

1.55 "Unexcusable Delay" shall have the meaning set forth in Section 4.4.

1.56 "Work" or "Scope of Work" means the Project, inclusive of all labor, materials and services required to be performed or provided by CONTRACTOR officers, employees, agents, Subcontractors or Suppliers pursuant to the provisions of this Agreement and its Exhibits (including, the entirety of Exhibit F).

ARTICLE 2 SCOPE OF WORK / PROJECT REQUIREMENTS

2.1 Performance of Work. CONTRACTOR shall perform the Work in accordance with this Agreement. CONTRACTOR covenants and agrees that it shall be responsible for performing and completing, and for causing all Subcontractors (including Architect/Engineer) to perform and complete, the Work in accordance with the Contract Documents, standard professional and trade practices, and Applicable Laws. CONTRACTOR will retain an Architect/Engineer for design services required by the Work and the Architect/Engineer shall be the engineer of record. CONTRACTOR covenants that the Work and the materials provided thereunder shall be appropriate for the purposes stated in the Request for Proposal and Proposal. Although it is the responsibility of CONTRACTOR to conform the Work to Applicable Laws at all times, to the extent there is a change in one or more Applicable Laws after the date of execution of this Contract, and such change has the effect of increasing the cost or time of performance of the Work, such change may be the subject of a Change Order under the provisions of Article 6 hereof.

2.1.1. Noise and Night Work. CONTRACTOR shall comply with CITY's noise ordinance.

2.2 Professional Standard; Ownership of Documents.

2.2.1 Standards of Performance. The Work shall be performed by CONTRACTOR in accordance with the professional standards applicable to projects, buildings or work of complexity, quality and scope comparable to the Work and the Project. CONTRACTOR may make such additions or substitutions to personnel and responsibilities as it deems necessary or appropriate in order to carry out its responsibilities hereunder, provided such personnel shall be suitably qualified. Nothing in this Agreement shall be construed to create any contractual liability with CITY toward any Subcontractor.

2.2.2 Design Documents and Materials, and Confidentiality.

2.2.2.1 CITY shall have unlimited rights to copy and use in connection with the Project all Design Materials, including the right to use same on the Project at no additional cost to CITY, regardless of degree of completion, provided that said services performed have been fully paid for as required by the terms of this Agreement. CONTRACTOR and its Subcontractors shall keep all design documents confidential, and shall not disclose such documents except as may be required in performance of the Work or pursuant to legal process.

2.3 Local Conditions; Environmental Site Conditions.

2.3.1 Local Conditions. CONTRACTOR represents that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which are applicable to the Work such as (a) conditions bearing on transportation, disposal, handling and storage of materials; (b) the availability of labor, water, power and roads; (c) normal weather conditions; (d) observable physical conditions at the Site; (e) the surface conditions of the ground; and (f) the character of equipment and facilities needed prior to and during the performance of the Work. To the extent CONTRACTOR encounters subsurface or concealed conditions which differ materially from that actually known by CONTRACTOR on the date of this Agreement or from those ordinarily found to exist and generally recognized as inherent in the activities of the character provided in the Contract Documents; then CONTRACTOR shall give notice to CITY promptly before conditions are disturbed and in no event later than two (2) Days after the first observance of the conditions if a Change Order is contemplated by CONTRACTOR due to such condition. Such materially different conditions may entitle CONTRACTOR to an equitable adjustment in the GMP and/or Schedule pursuant to the Change Order provisions of this Agreement.

2.3.2 Hazardous Materials. The Parties' agreement as to the handling of Hazardous Materials discovered at the Site (and not brought there by CONTRACTOR or any Subcontractor) is set forth in Exhibit C hereto, and the only duties and responsibilities of CONTRACTOR in connection therewith are as therein specified, notwithstanding any other provision of this Agreement.

2.4 Design Development Documents and Construction Documents.

2.4.1 General. The Design-Build Team understands that all construction documents, working drawings and specifications (“Submittals”) must be coordinated with, and approved by, CITY prior to construction. CONTRACTOR shall allow CITY a minimum of fourteen (14) days for review of Submittals and corrections made thereto. CONTRACTOR shall work with the Design-Build Team to prepare, for the approval of CITY, working drawings and specifications setting forth in detail the requirements for the construction of the Project in its entirety including the necessary bidding information. CITY’s review of the Design Development Documents and the Construction Documents shall not relieve CONTRACTOR from its responsibilities under this Agreement, or be deemed to be an approval or waiver by CITY of any deviation from, or of CONTRACTOR’s failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for approval by CONTRACTOR and approved by CITY. CONTRACTOR shall comply with all CITY construction standards as deemed applicable by the CITY. CONTRACTOR shall provide CITY with a complete, accurate, full size, and current set of as-built drawings in a hard copy acceptable to City prior to Final Completion.

2.4.2 Reliance on Approvals. CONTRACTOR shall be entitled to rely on the approvals of CITY with respect to the Design Materials. If CITY revokes, modifies or otherwise changes in a material way its approval of a given system after such system has been designed and approved, or modifies the original Scope of Work in a material manner requiring modification to one or more systems which have been designed and approved, CONTRACTOR shall be entitled to a Change Order in accordance with the provisions of Article 6 hereof, provided that prior to such approval CONTRACTOR has made CITY aware of future design decisions which may be affected by such approval. No Change Order shall be issued to the extent such modification is due to the fault or neglect of CONTRACTOR.

2.4.3 Review of Contract Documents and Field Conditions. CONTRACTOR shall take field measurements and verify field conditions and shall carefully compare such field conditions and other information known to CONTRACTOR with the Contract Documents before commencing activities. CONTRACTOR shall perform the Work in accordance with the Contract Documents and submittals approved in accordance with the procedures set forth in this Agreement.

2.5 Legal Requirements. CONTRACTOR shall comply with Applicable Laws, and shall give applicable notices pertaining thereto. Except with respect to Governmental Approvals, CONTRACTOR shall prepare and file all documents required to obtain the necessary approvals of governmental authorities having jurisdiction over the Work and/or the Project and shall secure and pay for permits and governmental fees, licenses and inspections necessary for the proper execution of the Work and completion of the Project. Notwithstanding the foregoing, CITY has informed CONTRACTOR that fees in connection with building permits, street use permits, and similar permits relating to construction will be waived and are not to be included in the GMP. If and to the extent charges in the future for such permits are imposed in the future, such charges shall be paid by CITY, or shall be the subject of a Change Order to the Contract in accordance with the Change Order provisions of this Agreement.

2.6 Services and Facilities.

2.6.1 General. CONTRACTOR shall provide everything required for the orderly progress and proper execution and completion of the Work and the Project in accordance with the requirements of the Contract Documents, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work, including, but not limited to, services, labor, materials, equipment, furnishings, tools, construction equipment and machinery, utilities, transportation and other facilities and services.

2.6.2 Supervision. CONTRACTOR shall supervise and direct the Work in accordance with its best skill and attention. CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures. CONTRACTOR shall be responsible to CITY for the acts and omissions of, and whenever this Contract refers to the negligence, fault or omission of CONTRACTOR, such term shall include the negligence, fault or omission of, CONTRACTOR's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under an agreement with CONTRACTOR. CONTRACTOR shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by tests, inspections or approvals required or performed by persons other than CONTRACTOR.

2.6.3 Coordination. CONTRACTOR shall coordinate construction requirements with governmental agencies, utilities, and all other parties either involved in infrastructure improvements or otherwise affected by the design and construction requirements.

2.6.3.1 Design-Build Development Coordination. CONTRACTOR understands and agrees that all Design Development Documents and time schedules prepared by Architect/Engineer must be coordinated with CONTRACTOR and CITY. CONTRACTOR shall participate and provide recommendations in the development of the drawings and other documents to fix and describe the size and character of the Project in its entirety as to structural, and electrical systems, materials and other essentials as may be necessary according to good engineering and architectural practice.

2.6.3.2 Construction Documents Coordination. [reserved]

2.6.4 Cooperation. CONTRACTOR shall cooperate with the Architect/Engineer, and CITY's financial, design and construction consultants and all other designated representatives during the design and construction of the Project.

2.6.5 Management. CONTRACTOR shall implement suitable management systems and work plans for the Project relative to Project safety, quality assurance and managing and controlling the Work.

2.6.6 Reports. CONTRACTOR shall prepare and submit to CITY monthly progress reports on the Work accomplished during the previous monthly period, which reports shall be prepared in a manner and in a format reasonably acceptable to CITY. Such reports shall be

furnished at the time of submission of each monthly Application for Payment. As part of such report, CONTRACTOR shall provide an updated Schedule, including CPM, if any, illustrating the progress that has been made, by reference to the initial CPM, and specifying whether the Work is on schedule or behind schedule and actions being taken to correct Schedule slippage. The monthly report shall also set forth CONTRACTOR's projected progress for the forthcoming month.

2.7 Warranty. CONTRACTOR warrants to CITY that any and all materials, equipment and furnishings incorporated in the Work will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective by CITY at its sole discretion.

CONTRACTOR shall warranty the Work for a period of one-year commencing upon recording of the notice of completion. If within this one-year warranty period any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, CONTRACTOR shall correct it promptly after receipt of written notice from CITY to do so. CITY shall give such notice promptly after discovery of the condition. CONTRACTOR shall bear the cost of correction.

CONTRACTOR's attention is directed to Section 9.3 below regarding Warranty Bond requirements.

2.8 Taxes. CONTRACTOR shall pay, as Cost of the Work, all existing and future applicable federal, state and local sales, consumer, use and similar taxes, whether direct or indirect, relating to, or incurred in connection with, the performance of the Work (excluding taxes based on CONTRACTOR's income). In the event CONTRACTOR is obligated to pay any new or increased taxes or duties adopted after the date hereof, the amount of such new or increased taxes shall increase the GMP pursuant to the Change Order provisions of this Contract. In the event CONTRACTOR receives the benefit of a tax exemption or tax reduction taking effect after the date hereof, the amount of such exemption or reduction shall decrease the GMP pursuant to the Change Order provisions of this Contract

2.9 Access by CITY. CONTRACTOR shall afford CITY and its authorized designees access to the Project Site at all times, subject to reasonable prior notice for access outside of normal business hours.

2.10 Use of Site. CITY shall be permitted beneficial use of the Work.

2.11 Patents, Trademarks, Copyrights. CONTRACTOR shall pay, as a Cost of the Work, all-applicable royalties and license fees on any matters arising in connection with the Work. CONTRACTOR shall defend all suits or claims for infringement of patent, trademark, and copyrights against the Indemnified Parties, and shall save the Indemnified Parties harmless from loss on account thereof for any and all matters arising in connection with the Work or the Project (such costs to be paid as Cost of the Work), except with respect to any particular design process

or the product of a particular manufacturer or manufacturers specified and required by CITY, other than pursuant to the recommendation or suggestion of CONTRACTOR or a subcontractor; provided however, if CONTRACTOR has reason to believe that the design, process or product so specified is an infringement of a patent, CONTRACTOR shall be responsible for any loss resulting unless CONTRACTOR has provided CITY with prompt written notice of CONTRACTOR's belief, and CITY has nevertheless elected to go forward with such design, process or product so specified.

2.12 Rubbish; Debris; Cleanup. During the performance of all on-site Work, CONTRACTOR shall at all times, as a Cost of the Work, keep the Site and adjacent streets, properties and sidewalks reasonably free from waste materials, debris and/or rubbish, and shall employ adequate dust control measures. If accumulation of such materials, debris, rubbish or dust constitutes a nuisance or safety hazard or is otherwise objectionable in the reasonable opinion of CITY, CONTRACTOR shall promptly remove them. Upon Substantial Completion of the Work, or any portion or component thereof, CONTRACTOR shall remove from the Site, or applicable portion thereof, all tools, construction equipment, machinery, surplus materials, waste materials and rubbish and shall leave the Site in a "broom clean" condition. If CONTRACTOR fails to clean up as provided in the Contract Documents, CITY may do so and the cost thereof shall be charged to CONTRACTOR as a Cost of the Work.

2.13 Permits, Fees and Notices. Unless otherwise provided in the Contract Documents, and subject to the provisions of Section 2.5 hereof, CONTRACTOR shall secure all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. To the extent there is a change in the type or cost of any of such permits, fees, licenses or inspection occurring after execution of this Agreement, there shall be an equitable adjustment in the GMP and Schedule on account of such change in accordance with the Change Order provisions. CONTRACTOR shall comply with and give notices required by Applicable Laws.

2.14 Shop Drawings, Product Data, Samples and Other Submittals.

2.14.1 Documents and Samples at the Site. From and after commencement of the Construction Work, CONTRACTOR shall maintain at the site one record copy of the Construction Documents, and any and all amendments thereto, in good order and marked to record changes and selections made during the Construction Phase. In addition, CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to CITY upon completion of the Work.

2.14.2 Shop Drawings, Product Data, Samples and Other Submittals.

2.14.2.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

2.14.2.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by CONTRACTOR to illustrate materials or equipment for some portion of the Work.

2.14.2.3 Samples are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

2.14.2.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way CONTRACTOR proposes to conform the construction to the Construction Documents.

2.14.2.5 Submission of items listed in section 2.14.2.4. [reserved]

2.14.3 Responsibility. CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by CITY's approval of Shop Drawings, Product Data, Samples or similar submittals unless CONTRACTOR has specifically informed CITY of such deviation at the time of the submittal and CITY has given written approval to the specific deviation. CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by CITY's approval thereof.

2.15 Tests and Inspections

2.15.1 Initial Tests and Inspections. Tests, inspections and approvals of portions of the Construction Work shall be made as required by the Contract Documents, Applicable Laws or normal construction practices and/or as directed by CITY. Unless otherwise provided, CONTRACTOR shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to CITY, or with the appropriate public authority. The costs of such tests, inspections and approvals shall be a cost paid by CONTRACTOR. CONTRACTOR shall give CITY timely notice of when and where tests and inspections are to be made so that CITY may observe such procedures. All costs of tests, inspections or approvals imposed upon CONTRACTOR by changes in Applicable Laws occurring after execution of this Agreement shall be an increase to the GMP in accordance with the Change Order provisions herein.

2.15.2 Additional Tests and Inspections. If CITY, or any other public authority having jurisdiction, determines that portions of the Construction Work require additional testing, inspection or approval beyond that required by subsection 2.15.1, CITY will instruct CONTRACTOR to make arrangements for such additional testing, inspection or approval by an entity acceptable to CITY, and CONTRACTOR shall give timely notice to CITY of when and where tests and inspections are to be made so CITY may observe such procedures. If such additional tests and/or inspections reveal failure of the portions of the Work to comply with the requirements of the Contract Documents, the costs of such tests and required correction shall be paid as a Cost of the Work, subject to the limitations set forth in Section 2.22 hereof. If the additional tests and/or inspections show that the portions of the Work comply with the

requirements of the Contract Documents, the costs thereof shall be an increase to the GMP in accordance with the Change Order provisions of this Agreement.

2.15.3 Required Certificates. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by CONTRACTOR and promptly delivered to CITY.

2.1 5.4 Timing of Testing. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

2.16 Execution, Correlation and Intent.

2.16.1 Execution of Agreement. Execution of this Agreement by CONTRACTOR is a representation that CONTRACTOR has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

2.16.2 Intent of Contract Documents. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by CONTRACTOR. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by CONTRACTOR shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

2.16.3 Organization of Materials. Organization of the Design Materials into divisions, sections and articles, and arrangement of drawings does not necessarily control CONTRACTOR in dividing the Construction Work among Subcontractors or in establishing the extent of Construction Work performed by any trade.

2.16.4 Meaning of Words. Unless otherwise stated in this Agreement, words which have well-known technical or construction industry meanings are used in accordance with such recognized meanings.

2.17 Labor and Materials; Liens (Stop Payment Notice Claims); Indemnity. Unless otherwise provided in the Contract Documents, CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. CONTRACTOR shall enforce strict discipline and good order among CONTRACTOR's employees, subcontractors, and other persons carrying out the Work. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR shall not permit any Subcontractor, materialman, or laborer to place liens on the Project covering any portion of the Work for which CITY has made payment to CONTRACTOR. If any liens (e.g., stop payment notice claims) are imposed, CITY may

withhold payment in the amount of 125% of the claim until such time an unconditional release is provided in a form satisfactory to CITY. CONTRACTOR shall indemnify, defend, and hold harmless CITY regarding any claim or lien that proceeds to, or is the subject of litigation. CITY may withhold payment(s) pending compliance with this provision.

2.18 Cutting and Patching.

2.18.1 Cutting and Patching of the Work. CONTRACTOR shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

2.18.2 Damage to Work of CITY or Separate Contractors. CONTRACTOR shall not damage or endanger a portion of the completed Work, fully or partially completed construction of CITY, or work or construction by Separate Contractor(s) by cutting, patching or otherwise altering such construction or work, or by excavation. CONTRACTOR shall not cut or otherwise alter such construction by CITY or a Separate Contractor except with written consent of CITY and of such Separate Contractor, such consent not to be unreasonably withheld.

2.19 Uncovering of Construction Work.

2.19.1 Uncovering. If a portion of the Construction Work is covered contrary to CITY's written request to observe such work prior to it being covered or contrary to requirements of the Contract Documents, it must, if directed in writing by CITY, be uncovered for CITY's observation and be replaced without change in the Schedule or GMP. The costs of such uncovering and replacement shall be Cost of the Work, subject to the limitation set forth in Section 2.22 hereof.

2.19.2 Covering of Work Requested to be Observed. If a portion of the Construction Work has been covered which CITY has not specifically requested to observe prior to it's being covered, CITY may request to see such Construction Work and it shall be uncovered by CONTRACTOR. If such Construction Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to CITY and shall increase the GMP. An appropriate time extension shall also be given. If such Construction Work is not in accordance with the Contract Documents, CONTRACTOR shall pay such costs as Cost of the Work, unless such condition was caused by CITY or a Separate Contractor in which event CITY shall be responsible for payment of such costs by appropriate Change Order, and an appropriate time extension shall also be given.

2.20 Correction of Work.

2.20.1 Work Rejected by CITY. CONTRACTOR shall promptly correct Construction Work rejected by CITY or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. CONTRACTOR shall bear the costs of correcting such rejected Construction Work, as a Cost of the Work, including additional testing and inspection and compensation for services and expenses of CITY made necessary thereby.

2.20.2 [Intentionally deleted].

2.20.3 Removal of Work. CONTRACTOR shall remove from the Site portions of the Construction Work, which are not in accordance with the requirements of the Contract Documents and are neither corrected by CONTRACTOR nor accepted by CITY. The costs incurred in removing such Work shall be a Cost of the Work, subject to the limitation set forth in Section 2.22 hereof.

2.20.4 Failure to Correct Nonconforming Work. If CONTRACTOR fails to correct nonconforming Construction Work within a reasonable time, CITY may correct it in accordance with the terms of this Agreement. If CONTRACTOR does not proceed with correction of such nonconforming Construction Work within a reasonable time fixed by written notice from CITY, CITY may remove it and store the salvageable materials or equipment at CONTRACTOR's expense. If CONTRACTOR does not pay costs of such removal and storage within ten (10) Days after written notice, CITY may, upon ten (10) additional Days written notice, sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by CONTRACTOR, including compensation for services and expenses made necessary thereby. If such proceeds of sale do not cover costs which CONTRACTOR should have borne, CONTRACTOR shall pay such excess to CITY. If such proceeds are in excess of the costs which CONTRACTOR should have borne, such excess shall be paid by CITY to CONTRACTOR. If such costs arise during the performance of the Work, such costs shall be charged against the Cost of the Work. If such costs arise after Substantial Completion, such costs shall be payable as provided in Section 5.1.

2.20.5 Damaged or Destroyed Work. CONTRACTOR shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of CITY or Separate Contractors caused by CONTRACTOR's correction or removal of Construction Work which is not in accordance with the requirements of the Contract Documents. If such costs arise during the performance of the Work, such costs shall be charged against the Cost of the Work. If such costs arise after Substantial Completion, such costs shall be payable as provided in Section 5.1.

2.20.6 No Limitation. Nothing contained in this section 2.20 shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents.

2.21 Value Engineering. CONTRACTOR shall suggest to CITY value engineering to reduce the cost of the Project, which CITY may accept at its sole discretion.

2.21.1 Subcontractors Bids. CONTRACTOR shall use its best effort to choose the highest quality of materials, equipment, component systems and types of construction for the most reasonable prices for inclusion in the Construction Documents, and make reasonable adjustments in the scope of the Project so that the total cost bid by the bidding Subcontractors will not exceed the estimate.

2.22 Acceptance of Nonconforming Work. If CITY prefers to accept Work, which is not in accordance with the requirements of the Contract Documents, CITY may do so instead of requiring its removal and correction, in which case the GMP will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

2.23 Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, CONTRACTOR and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONTRACTOR is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

ARTICLE 3 CITY'S RIGHTS AND RESPONSIBILITIES

3.1. Information and Services Required of CITY.

3.1.1 CITY Designation of Authorized Representative. Both Parties shall designate, from time to time, one or more representatives authorized to act on their behalf with respect to the Project, together with the scope of his/her respective authority. CONTRACTOR shall not be entitled to rely on directions from anyone outside the scope of that person's authority as set forth in written delegations pursuant to this Agreement. Directions and decisions made by Authorized Representative(s) of CITY shall be subject to any further approval(s) required by any provisions of CITY's Charter or the Roseville Municipal Code.

3.1.2 Communication. During the term of this Contract, CITY shall communicate with Subcontractors, suppliers and others performing any part of the Work only through CONTRACTOR's Authorized Representative.

3.1.3 Governmental Approvals. CITY shall be responsible for obtaining the Governmental Approvals. Any delay in obtaining the Governmental Approvals may entitle CONTRACTOR to an equitable adjustment in the Schedule and GMP in accordance with the Change Order provisions of this Agreement, except to the extent such delay is due to the fault or neglect of CONTRACTOR.

3.2 [Intentionally deleted.]

3.3 [Intentionally deleted.]

3.4 Activities on the Site by CITY or Separate Contractors.

3.4.1 CITY's Right to Award Separate Contracts. CITY reserves the right to perform work or operations related to the Project, with CITY's own forces, and to award separate contracts to Separate Contractors in connection with other portions of the Project.

3.4.2 Integration of the Work with Separate Contractors. Following the request of CITY, CONTRACTOR shall prepare a plan in order to integrate the work performed by Separate Contractors with the performance of the Work, and shall submit such plan to CITY for approval. The plan shall be fair and reasonable for CONTRACTOR and the Separate Contractors, and CONTRACTOR shall work with the Separate Contractors to reach agreement on such plan. CONTRACTOR shall arrange the performance of the Work so that the Work and the work of the Separate Contractors are, to the extent applicable, properly integrated, jointed in an acceptable manner, and performed in the proper sequence so that any disruption or damage to the Work or to any work of Separate Contractors is avoided.

3.4.3 Coordination. CONTRACTOR shall provide for the coordination of the activities of CONTRACTOR and its Subcontractors with the activities of the Separate Contractors. CONTRACTOR shall participate with all Separate Contractors and CITY in reviewing and coordinating the schedules of the Separate Contractors with the Schedule. CONTRACTOR shall make any revisions to the Schedule deemed necessary to properly incorporate the work of the Separate Contractors with the Work. To the extent (a) the date of Substantial Completion is extended by such Schedule revision; (b) CONTRACTOR is required to perform its Work materially out of sequence, and in a manner which is not as efficient or cost effective as originally planned; or (c) the Scope of Work is increased, an equitable adjustment in the GMP and the Schedule shall be made in accordance with the Change Order provisions of this Agreement.

3.4.4 Use of Site. CONTRACTOR shall afford CITY and all Separate Contractors reasonable opportunity for storage of materials and equipment and performance of their work. CONTRACTOR shall also connect and coordinate its Work and operations with CITY and all Separate Contractors' operations as required by the Contract Documents. CITY shall direct the Separate Contractors to cooperate with CONTRACTOR and to avoid actions or omissions, which could interfere with or delay the activities of CONTRACTOR.

3.4.5 Deficiency in Work of Contractors. If part of CONTRACTOR's Work depends upon proper execution or results upon construction or operations by CITY or a Separate Contractor, CONTRACTOR shall, prior to proceeding with that portion of the Work, promptly report to the Separate Contractor and CITY apparent discrepancies or defects in such other construction that would render it unsuitable for proper execution and results by CONTRACTOR. CONTRACTOR and the Separate Contractor shall use good faith efforts to resolve any such discrepancies or defects or any disagreements relating thereto. Failure of CONTRACTOR to report such discrepancies or defects shall constitute acceptance by CONTRACTOR of the work of Separate Contractors as fit and proper to receive CONTRACTOR's Work (except as to those defects or discrepancies that are not apparent).

3.4.6 Claims Involving Separate Contractors. In the event that CONTRACTOR unnecessarily and unreasonably delays the work of Separate Contractors by not cooperating with them as required hereby, or by not affording them reasonable opportunity to perform their work as stated herein, CONTRACTOR shall, in such event, pay, as Cost of the Work, all reasonable direct incremental costs and expenses incurred by such Separate Contractors due to any such delays. If any Separate Contractor shall assert a claim or bring an action against CITY alleging

damage due to the fault or neglect of CONTRACTOR, CITY shall immediately notify CONTRACTOR, who shall defend such claim. If it is determined that CONTRACTOR was at fault, CONTRACTOR shall pay all costs of defense, including attorney's fees, as well as any resulting judgment or settlement, as a Cost of the Work.

3.5 Assignment of Separate Contracts. If CITY determines that it wishes to assign to CONTRACTOR one or more contracts between CITY and a Separate Contractor, it shall give CONTRACTOR written notice of such desire, including in such notice a copy of such contract for CONTRACTOR's review and approval. The Separate Contractor shall be fully qualified to perform the work under the to-be-assigned contract, shall possess the financial capability to perform its obligations under such to-be-assigned contract, and shall provide one hundred percent (100%) payment and performance bonds covering such work from sureties meeting the standards set forth in Section 1.53 hereof. Such contract shall contain provisions similar to those contained in CONTRACTOR's agreements with its Subcontractors with respect to liability, indemnification, retention, payment, labor, warranty, and other material items. Upon CONTRACTOR's approval of the assignment of such contract, which approval shall not be unreasonably withheld, delayed or conditioned, such Separate Contractor shall cease to be a Separate Contractor and shall thereafter be deemed to be a Subcontractor of CONTRACTOR, and the GMP shall be increased by Change Order in the amount of (a) such assigned contract, and (b) the additional Fee pursuant to the provisions of Section 6.5.1.

3.6 CITY's Right to Stop the Work. If CONTRACTOR persistently fails to correct Work which is not in accordance with the requirements of the Contract Documents and this Agreement or persistently fails to carry out the Work in accordance with the Contract Documents, CITY, by written order signed by CITY, may deliver a notice to CONTRACTOR setting forth that such a persistent and material failure is occurring and has occurred, and demanding that CONTRACTOR commence a cure of such persistent and material failure within twenty (20) Days and diligently pursue such cure thereafter. In the event that the cure is not commenced and pursued diligently, CITY may, by written notice to CONTRACTOR, order CONTRACTOR to stop the Work, or any portion thereof, until the use for such order has been eliminated; provided, however, that the right of CITY to stop the Work shall not give rise to a duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other person or entity and shall not give rise to any liability of CITY to CONTRACTOR resulting from any delay (except to the extent that such order is found to be improper).

3.7 CITY's Right to Carry out the Work. If CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) Day period after receipt of written notice from CITY to commence and diligently continue correction of such default or neglect with diligence and promptness, CITY may after such seven (7) Day period give CONTRACTOR a second written notice to correct such deficiencies within such second seven (7) Day period. If CONTRACTOR within such second seven (7) Day period after receipt of such second notice fails to commence and diligently continue to correct any deficiencies, CITY, without prejudice to other remedies CITY may have, may correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to CONTRACTOR the cost of correcting such deficiencies, including Compensation for additional services and expenses made necessary by such default, neglect or

failure. If payments then or thereafter due to CONTRACTOR are insufficient to cover such amounts, CONTRACTOR shall pay the difference to CITY.

ARTICLE 4 TIME

4.1. Progress and Completion. Time limits stated in the Contract Documents are of the essence of this Agreement. By executing this Agreement, CONTRACTOR confirms that the Contract Time is a reasonable period of time for achieving Final Completion of the Work.

4.2 Schedule Obligations.

4.2.1 Contract Schedule and Notice To Proceed. CONTRACTOR shall provide a schedule as stated in Section 1.46. CONTRACTOR shall begin work pursuant to this Agreement and in accordance with the Schedule (as described in Exhibit F) within fifteen (15) calendar Days of the date of issuance of a Notice To Proceed by CITY, unless extended at the request made to and at the sole discretion of City. CONTRACTOR shall update said schedule to commence from the date of this Agreement, and the overall timeline shall remain consistent with the original schedule. CITY may issue the Notice To Proceed within fifteen (15) Days of full execution of this Agreement.

4.2.2 Prosecution of the Work. CONTRACTOR shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Schedule. If the rate of progress is such that the total amount of Work and/or the degree of completion of the Project accomplished by CONTRACTOR within any time period required by the Schedule is less than the amount therein specified, CONTRACTOR shall so notify CITY. If the delay is an Unexcused Delay, CONTRACTOR shall prepare a recovery schedule for CITY's review and approval, showing how CONTRACTOR will compensate for the delays and achieve Final Completion by the date shown on the Schedule. If CONTRACTOR is unable to demonstrate how it will overcome Unexcused Delays, CONTRACTOR shall employ such extraordinary measures as are necessary to bring the Work into conformity with the Final Completion Date set forth therein, the costs of which shall be a Cost of the Work and not exceed the GMP. If the delay is an Excusable Delay, CITY shall either (a) authorize an equitable extension in the Schedule to account for such delay, and equitably adjust the GMP on account of such delay, to the extent permitted by Article 6; or (b) request that CONTRACTOR prepare a recovery schedule showing how (if possible) CONTRACTOR can achieve Substantial Completion by the date shown on the Schedule (as modified), and equitably adjust the GMP in accordance with the Change Order provisions of this Agreement on account of any extraordinary activities required of CONTRACTOR on account of such recovery schedule. Schedule float (total float) shall be owned by CITY. As float is an expiring resource, if the Work is delayed on the critical path due to a delay caused by the CONTRACTOR and/or Architect/Engineer, the CONTRACTOR may not use any float created by such a delay on any other path without the express written approval of CITY.

4.3 Pre-construction Activities. Within thirty (30) Days after execution of this Agreement, CONTRACTOR shall submit to CITY for review a detailed schedule of pre-construction

activities, by expanding the pre-construction activities set forth on the Schedule. This pre-construction schedule shall be prepared using the CPM, and shall show in sufficient detail the starting and completion times sequences of Subcontract award activities of CONTRACTOR, and identify all interface activities of CITY.

4.4 Extensions of Time.

4.4.1 General. An extension in the scheduled date of Final Completion will only be granted in the event of Excusable Delays affecting Work activities on the critical path.

4.4.2 Excusable Delays. Subject to 4.4.1 and 4.5.2, to the extent any of the following events results in an actual delay in the Work affecting Work activities on the critical path, such shall constitute an "**Excusable Delay**" (to the extent not set forth below, a delay will be considered an "**Inexcusable Delay**").

4.4.2.1 Failure or inability of CITY to make available any or all of the Site in accordance with the requirements of the Schedule.

4.4.2.2 Failure or inability of CITY or CONTRACTOR to obtain necessary zoning changes, variances, code changes, permits or approvals from any governmental authority, or failure to obtain any street or alley vacations required for the performance of the Work, except to the extent due to the fault or neglect of CONTRACTOR.

4.4.2.3 Delays resulting solely from the acts or omissions of Separate Contractors; provided however, only to the extent Separate Contractors perform their work improperly and not in accordance with any applicable critical path schedule.

4.4.2.4 Delays resulting from Force Majeure.

4.4.2.5 Differing, unusual or concealed site conditions that could not reasonably have been anticipated by CONTRACTOR in preparing the Schedule.

4.4.2.6 Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the site by CONTRACTOR or any Subcontractor.

4.4.2.7 Delays resulting from changes in Applicable Laws occurring after the date of execution of this Agreement.

4.4.2.8 Delays occurring solely due to the acts or omissions of CITY and those within the control of CITY, including, but not limited to, Separate Contractors.

4.4.2.9 Delays resulting from weather conditions, which shall be determined as follows: Should CONTRACTOR prepare to begin work at the regular starting time of any working day on which inclement weather, or the conditions resulting from the weather, prevents the Work from beginning at the usual starting time and the crew is dismissed as a result thereof and CONTRACTOR does not proceed with at least 75% of the normal labor and equipment force engaged in the current operations for at least 60% of the total daily time being spent,

CONTRACTOR will not be charged for a working day, even if the conditions change during the course of the day. At the start of such days, CONTRACTOR shall notify CITY if CONTRACTOR believes that inclement weather or conditions resulting from the weather exist. A non-working day determination of such conditions shall be made by CITY, who will immediately notify CONTRACTOR.

4.4.2.10 Delays resulting from unproductive work days, which shall be determined as follows: When CONTRACTOR is prevented from working on current operations due to site conditions, CITY action, or force majeure for at least 60% of the total daily time on the controlling operations. Controlling operations are determined by the critical path method schedule described in the applicable CITY construction standards. The critical path schedule used in this determination shall be no more than thirty (30) days old. CONTRACTOR shall notify CITY if CONTRACTOR believes an unproductive work day exists upon discovery of such condition. A non-working day determination of such conditions shall be made by CITY, who will immediately notify CONTRACTOR.

4.4.3 Requirements for Schedule Amendment due to Excusable Delays. In order to obtain an extension of time due to an Excusable Delay, CONTRACTOR shall comply with the following requirements:

4.4.3.1 CONTRACTOR shall notify CITY of the Excusable Delay as soon as practicable, but in no event more than four (4) Business Days after CONTRACTOR becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days CONTRACTOR expects to be delayed. After the cessation of the Excusable Delay, CONTRACTOR shall notify CITY of the number of Days CONTRACTOR believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by CITY, the request for an extension of time contained in the resulting Change Order proposal shall be deemed sufficient for purposes of this subsection.

4.4.3.2 CONTRACTOR shall demonstrate to the satisfaction of CITY that the Excusable Delay in fact delayed the critical path for performance of the Work (by use of CPM analysis). Any delay that impacts the CPM will be presented to the Project Manager at the monthly meeting, and prior to completion of each activity.

4.4.4 Decision by CITY. Within thirty (30) Days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the parties as to the then current status of Excusable Delays and Inexcusable Delays, CITY will provide CONTRACTOR with written notice of CITY's determination of the respective number of Days of Excusable Delay and/or Unexcusable Delay within ten (10) Days after receipt by CITY of CONTRACTOR's written request for such determination. The issuance by CITY of such a determination shall not, however, be deemed a concurrence by CONTRACTOR of the matters set forth therein, and CONTRACTOR may invoke the dispute resolution procedures with respect to such determination. Pending completion of dispute resolution procedures, CONTRACTOR may take such acceleration or other measures required on account of CITY's determination of

Inexcusable Delay, and if completion of the dispute resolution procedures results in CITY's determination being changed to Excusable Delay, the costs associated with such measures shall be paid by CITY as an increase to the GMP in accordance with the Change Order provisions of this Agreement.

4.5 Adjustment in GMP on Account of Extensions of Time.

4.5.1 Certain Excusable Delays. Section 4.5 governs the extent to which CONTRACTOR is entitled to an extension of time due to Excusable Delays. Provisions governing the payment of additional compensation on account of such Excusable Delays, (if any) are set forth in Article 6.

4.5.2 Concurrent Delays. To the extent CONTRACTOR is entitled to an extension of time due to an Excusable Delay, but the performance of the Work would have been suspended, delayed or interrupted by the fault or neglect of CONTRACTOR, any subcontractor and/or by an Inexcusable Delay, CONTRACTOR shall not be entitled to any additional costs for the period of such concurrency.

4.6 Liquidated Damages.

4.6.1 General. CONTRACTOR and CITY acknowledge that in the event that CONTRACTOR fails to achieve Final Completion of the Project by the date established, CITY will incur substantial damages that shall be incapable of accurate measurement. Nonetheless, the parties acknowledge that on the date of this Agreement, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that CITY would incur as a result of late Completion of the Project. Such liquidated damages shall be in-lieu of actual damages resulting from late completion. The amount of the liquidated damages calculated hereunder does not include any penalty.

4.6.2 Amount of Liquidated Damages. If CONTRACTOR fails to achieve Final Completion of the Work on or before the Notice of Completion date, as adjusted for Excusable Delays, CONTRACTOR shall pay to CITY liquidated damages in the amount of \$500.00 (five hundred dollars) per Day for each calendar day the date of Final Completion is unexcusably delayed. Payment of liquidated damages shall be made contemporaneously with CITY's required payment to CONTRACTOR, and such payments may be offset against each other.

ARTICLE 5 PAYMENT AND COMPLETION

5.1 Guaranteed Maximum Price ("GMP") and GMP Shared Savings. CITY shall pay for CONTRACTOR's performance under this Agreement the Cost of the Work and Fee (as described in Exhibit A hereto); provided, however, that the sum of the Cost of the Work and the Fee shall not exceed the GMP, as adjusted by Change Order/Directive in accordance with the Contract Documents. CONTRACTOR bears the risk of its increased costs due to market price increases (including escalating costs for materials).

5.1.1 Shared Savings. CONTRACTOR shall be compensated for actual work completed based on the Cost of Work and Fee up to the amount of the GMP. If CONTRACTOR's actual total Cost of the Work and Fee is less than the GMP, upon Final Completion, the CONTRACTOR shall be entitled to receive forty percent (40%) of the GMP Savings. "GMP" Savings shall mean the positive difference, if any, when the actual Total Cost of the Work and Fee is subtracted from the GMP; provided, however, that unused contingency monies, if any, shall not be subject to shared savings.

5.2 Schedule of Values. Before the first Application for Payment, CONTRACTOR shall submit to CITY, and CITY shall approve, a schedule of values, setting forth the various portions of the Work, and the portions of the GMP allocated to each portion. This schedule of values shall be used as a basis for payment.

5.3 Applications for Payment. CONTRACTOR shall deliver to CITY not more than once each month an Application for Payment covering the Cost of Work and Fee applicable to the Work performed during the immediately preceding month. With each Application for Payment CONTRACTOR shall submit such evidence as may be necessary to demonstrate costs incurred on account of Cost of the Work during such month and the percentage of completion of each category of Work. CITY may reject requests for payment, or portions thereof, for Work, or portions thereof, not performed or completed.

5.4 Amount of Progress Payments. CITY shall pay CONTRACTOR the actual Cost of the Work and Fee, if any, through the period covered by the Application for Payment, less Retention as set forth in Section 5.5 below, provided that the aggregate payment amount before retention will not exceed the percentage of completion of the Work multiplied by the GMP (excluding items of the GMP not subject to retention). CITY may additionally withhold from progress payments such amounts pursuant to stop payment notice claims as required by law and CITY administrative regulation 4.01.

5.5 Retention; Escrow Agreement; Final Payment. Five percent (5%) Retention shall be withheld from each progress payment until the expiration of thirty-five (35) days following the recordation of the notice of completion; provided however, City shall continue to retain such amount as required by law and/or CITY administrative regulation 4.01. CONTRACTOR may elect to establish an escrow account for securities in-lieu of the five percent (5%) Retention in a form of escrow agreement compliant with law and subject to approval by the City Attorney (form of escrow agreement is attached as Exhibit D). Release of Retention monies shall constitute the Final Payment.

5.6 Early Release of Subcontractor Retention. [reserved]

5.7 Payment for On-Site and Off-Site Stored Materials. [reserved]

5.8 Title to Construction Work. CONTRACTOR warrants that title to all Construction Work covered by an Application for Payment shall pass to CITY no later than the time of payment. CONTRACTOR further warrants that upon submittal of an Application for Payment,

all Construction Work for which Applications for Payment have been previously issued and payments received from CITY shall, to the best of CONTRACTOR's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of CONTRACTOR, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials or equipment relating to the Construction Work.

5.9 Withholding of Payment. CITY may withhold payment on account of an Application for Payment if required or authorized by any Applicable Law, or to the extent necessary to protect CITY from loss because of:

5.9.1 defective Work not remedied;

5.9.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

5.9.3 failure of CONTRACTOR to make payments of undisputed amounts to Subcontractors for labor, materials or equipment;

5.9.4 damage to CITY or a Separate Contractor caused by the fault or neglect of CONTRACTOR to the extent not reimbursed by insurance; or

5.9.5 reasonable evidence that the Work will not be Substantially Completed within the Contract Time due to Inexcusable Delay, and that the unpaid balance of the GMP would not be adequate to cover liquidated damages for the anticipated Inexcusable Delay.

5.10 Failure of Payment; Interest. In accordance with Public Contract Code §20104.50, CITY shall pay CONTRACTOR interest on any progress payment, which is made by CITY more than thirty (30) days after CITY receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in Code of Civil Procedure §685.010(a), and shall begin to accrue upon the expiration of said thirty (30) day period. Any written request for a progress payment which CITY determines to be disputed, improper or not suitable for payment for any reason shall be returned to CONTRACTOR within seven (7) days after receipt by CITY, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.

5.11 Occupancy by CITY Prior to Acceptance. CITY reserves the right to Beneficial Occupancy and without charge by CONTRACTOR. In those areas of the Work which are completed, CITY may store materials, equipment, and supplies, and may perform partial operation.

5.12 Substantial Completion. When CONTRACTOR considers the entire Work complete and ready for its intended use, CONTRACTOR shall certify in writing to CITY that the entire Work is substantially complete by providing CITY with a Certificate of Substantial Completion. Within a reasonable time thereafter, CITY and CONTRACTOR shall make an inspection of the Work to determine the status of completion. If CITY does not consider the Work substantially complete, CITY will notify CONTRACTOR in writing giving reasons therefor. If CITY

considers the Work substantially complete, CITY will accept a corresponding partial Certificate of Substantial Completion. There shall be attached to the Certificate a Punch List of items to be completed or corrected before Final Acceptance and Final Payment.

5.13 Final Completion. When the Work is fully completed, CONTRACTOR shall provide CITY with a Certificate of Final Completion and shall request final inspection in writing. Additionally, CONTRACTOR shall provide legally effective releases or waivers satisfactory to CITY of all lien rights arising out of or liens filed in connection with the Work. Within ten (10) calendar days of receipt of such completed request form, CITY shall make final inspection. If following final inspection CITY determines that the Work (including all Punch List items) has been fully completed, CITY will process a Notice of Completion. If CITY determines that the Work is not complete after receipt of certification from CONTRACTOR, CONTRACTOR shall be notified in writing of deficiencies. After the deficiencies have been corrected, the procedure for final inspection as set forth above shall again be initiated by CONTRACTOR. In the event CITY determines the Work is fully completed, CITY shall initiate process of attaining a notice of completion.

5.13.1 Waiver of Claims at Final Payment. Acceptance of final payment by CONTRACTOR shall constitute a waiver of all claims by CONTRACTOR, except those previously made in writing and identified as unsettled at the time of final payment.

5.14 Construction Allowance Items. [reserved]

5.15 Superintendent. CONTRACTOR shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Construction Work. The superintendent shall represent CONTRACTOR, and communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.16 Documents and Samples at the Site. CONTRACTOR shall maintain at the site for CITY one record copy of the drawings, specifications, addenda, Change Order and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. CONTRACTOR shall also prepare one reproducible set of as-built drawings. These shall be provided to CITY upon completion of the Work.

5.17 Contingency. [reserved]

ARTICLE 6 CHANGES IN THE WORK; CLAIMS

6.1 Changes. Changes in the Work shall be performed under applicable provisions of the Contract Documents. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to CITY or CONTRACTOR, the applicable unit prices for such change

order/directive shall be equitably adjusted. No GMP adjustment on account of a Change Order shall include CONTRACTOR's or Subcontractor's profit, Fee, home office overhead or a formula allocation of indirect costs unless otherwise specifically allowed hereunder.

6.2 Change Directives. The following procedures shall apply with respect to Change Directives:

6.2.1 Upon receipt of a Change Directive signed by CITY, CONTRACTOR shall promptly proceed with the change in the Work involved and advise CITY of CONTRACTOR's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the GMP or the Schedule. If CONTRACTOR receives a written communication signed by CITY which CONTRACTOR believes is a Change Directive but is not so identified, it shall not proceed with the change in the Work until it receives from CITY a written confirmation that such communication is in fact a Change Directive.

6.2.2 A Change Directive signed by CONTRACTOR indicates the agreement of CONTRACTOR with the contents thereof, and shall convert the Change Directive to a Change Order.

6.2.3 If CONTRACTOR does not respond promptly or disagrees with the method for adjustment in the GMP or Schedule, the method and adjustment shall be determined as provided in Sections 6.5 or 6.10 below, as applicable. In such case, CONTRACTOR shall keep and present, in such form as CITY may request, an itemized accounting, together with appropriate supporting data.

6.2.4 Pending final determination of cost to CITY, amounts not in dispute shall be included in Applications for Payment. The amount of credit to be allowed by CONTRACTOR to CITY for a deletion or change which results in a net decrease in the GMP shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for Fee shall be figured on the basis of net increase, if any, with respect to that change.

6.2.5 If CITY and CONTRACTOR do not agree with the adjustment in the Schedule or the GMP, such disagreement shall be submitted for dispute resolution in accordance with the provisions of this Contract.

6.3 Change Proposals. If CITY requests CONTRACTOR to submit a Change Proposal which would entitle CONTRACTOR to an increase in the GMP for costs of preparation of such Change Proposal pursuant to the provisions of this Section 6.3, CONTRACTOR shall first estimate the costs of preparing such Change Proposal and inform CITY in writing of such costs. CITY shall then direct CONTRACTOR either to proceed with the Change Proposal or cancel the Change Proposal. If CITY directs CONTRACTOR to proceed with the Change Proposal and then elects not to proceed with the Change Order contemplated therein, a Change Order shall be issued to reimburse CONTRACTOR for costs reasonably incurred by CONTRACTOR on account of such Change Proposal, but only to the extent the Change Order contemplated by such Change Proposal involves a material change to the scope of the Work requiring modification to

one or more systems which have been designed and approved in accordance with the standards set forth in the technical specifications. To the extent the preparation of such Change Proposal impacts the Schedule (e.g., other Work is suspended pending a decision on such Change Proposal or the Design Work is delayed due to the preparation of the Change Proposal), an equitable adjustment in the Schedule shall be made.

6.4 Claims. CONTRACTOR shall submit any claims for additional compensation to CITY in writing. The claim shall set forth the reason(s) that CONTRACTOR believes additional compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. The notice must be given to the Project Manager prior to the time that CONTRACTOR shall have performed the work giving rise to the potential work for additional compensation, if based on an act or failure to act by CITY, or in all other cases within fifteen (15) calendar days after happening of the event, thing or occurrence giving rise to the potential claim. Any and all Claims not presented as required herein shall be waived.

6.5 Change Orders Increasing or Decreasing Scope.

6.5.1 Increased Scope. With respect to Change Orders which increase the Scope of Work described on Exhibit F, are not due to the errors or omissions of CONTRACTOR and are not attributable to Excusable Delays or the contingencies set forth in Section 6.6 below, the GMP shall be increased by the following "Scope Change Costs":

6.5.1.1 Construction Work and Mark Ups.

6.5.1.1.1 The estimated increase in the Cost of the Work attributable to the Change Order and which would not have been incurred but for the Change Order and/or Work Directive. In addition, CONTRACTOR may add a markup of up to ten percent (10%), subject to the discretion of the Project Manager, to the increase in the Cost of the Work due to the Change Order. This markup shall constitute full compensation for all delay costs, overhead costs and profit. The GMP shall be revised accordingly.

6.5.1.1.2 When Change Order work is performed by a Subcontractor(s), each Subcontractor may add a markup of up to ten percent (10%), subject to the discretion of the Project Manager, to their direct costs for labor, materials and equipment used in performing the Change Order work. The GMP shall be revised accordingly.

6.5.2 Decreased Scope. With respect to Change Orders, which decrease the Scope of Work described on Exhibit F, the GMP shall be decreased by the Cost of Work attributable to such Change Order and/or Work Directive. Furthermore, if the Change Order deletes a part of the Scope of Work, CONTRACTOR shall be entitled to retain a value of five percent (5%) of the full value of the reduction in Cost of Work attributable only to the portion of the Scope of Work deleted from the Scope of Work. The GMP shall be revised accordingly.

6.6 Change Orders on Account of Contingencies. With respect to Change Orders which are attributable to the following contingencies, the GMP shall be adjusted (increased or decreased) by the following "**Contingency Costs**," consisting of the following:

6.6.1 With respect to new or increased taxes arising after the date of this Agreement (other than taxes assessed based on the income of CONTRACTOR), the Change Order shall consist of the incremental amount of such new or increased taxes only. With respect to reductions in taxes arising after the date of this Agreement (other than taxes assessed based on the income of CONTRACTOR), the Change Order shall consist of the incremental amount of such reduced taxes only.

6.6.2 With respect to increases or decreases in fees for permits or other governmental certificates or instruments arising after the date of this Agreement, the Change Order shall consist of the incremental amount of such increases or decreases. To the extent this Agreement states that a permit or certificate is not required and CONTRACTOR is later required to procure such permit or certificate, all out-of-pocket costs reasonably associated therewith shall be included in the Change Order.

6.7 Change Orders on Account of Excusable Delay. With respect to Change Orders, which are attributable to Excusable Delays, and subject to the exceptions set forth in Section 6.7.3 below, the GMP shall be increased by the following "Delay Costs":

6.7.1 Construction Work.

6.7.1.1 Increased allowable labor costs resulting from wage increases paid due to the delay;

6.7.1.2 Premiums for overtime and extra shifts incurred in accelerating the Work, but only if acceleration is required in advance by CITY;

6.7.1.3 Proven increased material costs;

6.7.1.4 Additional general conditions costs which would not have been incurred but for the delay (itemized, and not based on a formula allocation);

6.7.1.5 Demobilization and remobilization costs; and

6.7.1.6 Additional items of Cost of the Work attributable to the Excusable Delay and which would not have been incurred but for the Excusable Delay.

6.7.2 Intentionally left blank.

6.7.3 Exceptions. The following exceptions to the provisions of Section 6.7.1 above shall apply:

6.7.3.1 With respect to the Excusable Delay described in Section 4.4.2.1, the cost described in Section 6.7.1 shall not be compensable delay costs if such Excusable Delay occurs prior to the commencement of the Construction Work.

6.7.3.2 With respect to the Excusable Delay described in Section 4.4.2.2, the cost described in Section 6.7.1 shall not be compensable delay costs if such Excusable Delay occurs prior to the commencement of the Construction Work.

6.7.3.3 With respect to the Excusable Delay described in Section 4.4.2.4, costs incurred in connection with such delay are chargeable against the Cost of the Work but shall not increase the GMP.

6.7.3.4 With respect to the Excusable Delay described in Section 4.4.2.5, in addition to the compensation provided in Section 6.7.1, CONTRACTOR shall be entitled to the additional costs set forth in Section 6.10.

6.7.3.5 With respect to the Excusable Delay described in Section 4.4.2.7, additional compensation shall only be paid if the change in Applicable Law is not a change in law of general application (e.g., CAL/OSHA), but is a change in law specifically affecting the Project.

6.8 Force Majeure. There shall be no additional compensation to CONTRACTOR on account of Force Majeure.

6.9 Intentionally left blank.

6.10 Change Orders on Account of Differing Site Conditions. If CONTRACTOR encounters conditions described in Section 4.4 which constitute Excusable Delay, in addition to the increase in the GMP on account of delay costs incurred by CONTRACTOR (as described in Section 6.7.1), the GMP shall also be increased by the additional Cost of the Work attributable to such conditions which would not have been incurred but for such conditions.

6.11 Time Extensions on Account of Change Orders. CONTRACTOR shall be entitled to a time extension in connection with any Change Order to the extent its time of performance is extended due to such Change Order. CONTRACTOR shall present to CITY a CPM analysis showing how the Change Order affects the critical path of the Work.

ARTICLE 7 CORRECTION OF WORK

7.1 Correction of Work Prior to Completion. Prior to the date of Final Completion, CONTRACTOR shall correct Work which (a) CITY reasonably rejects as being defective or nonconforming to the requirements of the Contract Documents in a written notice delivered to CONTRACTOR or (b) CONTRACTOR recognizes is defective or nonconforming to the Contract Documents. If other portions of the Work are adversely affected by or are damaged by such defective Work, CONTRACTOR shall also correct, repair or replace such affected or damaged Work, as well as any other property of CITY or others damaged by such defective or nonconforming Work. Prior to the date of Final Completion, the cost of correcting any damaged or defective work shall be paid as a Cost of the Work.

7.2 Correction of Work After Completion. For defects identified by CITY and for which CITY has notified CONTRACTOR within a period of twelve (12) months after the date of Final Completion, or within such longer period as may be provided by special warranties contained in the Contract Documents, CONTRACTOR shall re-execute, correct, repair or replace all Work found to be defective or nonconforming to the Contract Documents (whether arising from a design or construction defect, error, omission or deficiency). If other portions of the Work are adversely affected by or damaged by such defective Work, CONTRACTOR shall also correct, repair or replace such affected or damaged Work, as well as any other property of CITY or others damaged by such defective or nonconforming Work.

7.3 Acceptance of Nonconforming Work. If CITY prefers to accept Work, which is not in accordance with the requirements of the Contract Documents, CITY may do so instead of requiring its removal and correction, in which case the GMP will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

7.4 No Effect on Limitations. Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations, which CONTRACTOR may have under the Contract Documents.

ARTICLE 8 SUBCONTRACTORS

8.1 Subcontracts

8.1.1 Incorporation of Contract Documents. CONTRACTOR may enter into Subcontracts with various Subcontractors for portions of the Work. The Subcontracts shall require each Subcontractor, to the extent of the Work to be performed by such Subcontractor, to assume towards CONTRACTOR all the obligations and responsibilities which CONTRACTOR assumes towards CITY. All Subcontracts shall incorporate the terms of this Agreement and the Contract Documents to the extent applicable to the Work to be performed by the Subcontractor.

8.1.2 Approval of Subcontractors. Those portions of the Construction Work that the CONTRACTOR does not intend to perform with CONTRACTOR's own personnel shall be performed under Subcontracts. A proposed list of Subcontractors shall be submitted to CITY for approval. Proposed Subcontractors will be deemed accepted unless CITY objects in writing within five (5) days after submission by CONTRACTOR.

ARTICLE 9 INSURANCE AND BONDS; INDEMNIFICATION

9.1 Insurance to be provided by CONTRACTOR:

A. Evidence of Coverage. CONTRACTOR shall, at all times, maintain in full force and effect at a minimum the insurance required by this section; and CONTRACTOR shall not allow any subcontractor to commence Work until similar insurance required of the subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. CONTRACTOR shall provide ten (10) Days prior written notice to CITY of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required. Commercial General Liability, automobile liability, and worker's compensation insurance shall be maintained as follows:

- | | | |
|----|--|--|
| 1. | Commercial General Liability
Minor Construction Project
(Projects under \$1,000,000) | \$2,000,000 each occurrence
\$4,000,000 aggregate |
| | | Personal Injury:
\$2,000,000 each occurrence
\$4,000,000 aggregate |
| | Commercial General Liability for
Major Construction Projects
(Projects over \$1,000,000) | \$5,000,000 each occurrence
\$10,000,000 aggregate
Personal Injury:
\$5,000,000 each occurrence
\$10,000,000 aggregate |
| 2. | Professional Liability (errors and
omissions) | \$2,000,000 per claim
\$4,000,000 aggregate |

The Commercial General Liability policy shall include coverage or endorsements for:

- a. Completed operations.
- b. Losses related to independent contractors, products and equipment.
- c. Explosion, collapse and underground hazards.

The Commercial General Liability Insurance shall include the following, copies of which shall be provided:

- a. Inclusion of the City of Roseville, and its officers, agents, employees and volunteer, as additional insured (except for workers' compensation as respects services or operations under the Contract. The additional insured endorsement for

the general liability policy shall be at least as broad as the Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

- b. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.
- c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither CITY nor its insurers will be called upon to contribute to a loss.
- d. Such insurance shall specifically cover the contractual liability of the CONTRACTOR.
- e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- f. Waiver of subrogation endorsement.
- g. CONTRACTOR shall furnish a certificate for the period covered.

SPECIAL NOTICE - CLAIMS MADE COVERAGE:

Liability insurance coverage may not be written on a "claims made" basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

2. Comprehensive Automobile Liability for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.

3. Statutory Workers' Compensation and Employer's Liability Insurance, including a waiver of subrogation endorsement and a Broad Form "All-States" Endorsement for all employees engaged in services or operations under the Contract. The employer's liability insurance shall provide limits of not less than One Million Dollars (\$1,000,000) per occurrence. Both the worker's compensation and employer's liability policies shall contain the Insurer's waiver of subrogation in favor of CITY, its officers, agents, employees, and volunteers.

4. Builder's Risk/Course of Construction Insurance: CONTRACTOR shall be responsible for all loss, damage or destruction whatsoever to the Work called for by this Contract until the approval of a Notice of Completion. CONTRACTOR shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the Work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the Work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning,

flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name CITY as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with CITY. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

D. Other Insurance Provisions.

1. The requirements of the Contract Conditions as to types and limits of insurance coverage to be maintained by CONTRACTOR, and any approval of insurance by CITY, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude CITY from taking any other action available to it under any other provision of the Contract or law.

2. CITY acknowledges that some insurance requirements contained in the Contract Conditions may be fulfilled by self-insurance on the part of CONTRACTOR. However, this shall not in any way limit liabilities assumed by CONTRACTOR under the Contract. Any self-insurance must be approved in writing by CITY, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by CITY in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

3. CONTRACTOR agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONTRACTOR shall require its subcontractors to agree to be bound to CONTRACTOR and CITY in the same manner and to the same extent as CONTRACTOR is bound to CITY under this Contract. Additionally, CONTRACTOR shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, CONTRACTOR may insure subcontractor(s) under its own policy.

4. CITY, its officers, agents, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and with respect to liability arising out of work or operations

performed by or on behalf of CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible.

5. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before the CITY's own insurance shall be called upon to protect it as a named insured.

6. Unless provided by CONTRACTOR, CONTRACTOR shall require its Architect/Engineer to provide professional liability (errors and omissions) insurance (certificate and additional insured endorsement).

7. CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

9.2 Insurance to be provided by CITY. [not applicable]

9.3 Payment, Performance and Warranty Bonds. CONTRACTOR shall furnish and deliver to CITY Performance, Labor & Materials, and Warranty Bonds issued by a surety prior to, and as a condition precedent to, commencement of the Construction Work on the Site; provided, however, the Warranty Bond shall be waived if such bond is not required pursuant to CITY's request for proposals for the Project. The Payment and Performance Bonds shall be in a penal sum equal to one hundred percent (100%) of the GMP, and the Warranty Bond shall be in the penal sum equal to ten percent (10%) of the GMP. All bonds shall be in the form as set forth in Exhibit E hereto. All premiums for the Performance, Labor & Materials, and Warranty Bonds shall be a Cost of the Work. CITY shall have the right to withhold any payment(s) under this Agreement until CONTRACTOR has fully complied with this sub-section.

9.4 Indemnification. To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless, CITY, its officers, employees, agents, and volunteers, and each and every one of them, from and against all actions, damages, claims, losses, expenses or other liabilities of every type and description, including reasonable attorney fees, to which they may be subjected or put, by reason of, or resulting from, the performance of the Work, whether upon or off the Work, including the loss of use thereof, that is caused in whole or in part by willful or reckless misconduct and/or any negligent or wrongful act or omission of CONTRACTOR, any Subcontractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder, except for such claims arising from the sole or active negligence of CITY. The parties intend that this provision shall be broadly construed.

CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs.

10.1.1 Site Safety. CONTRACTOR shall be responsible for initiating, maintaining and providing supervision of safety precautions and programs in connection with the Work, and shall also comply with any and all insurance carrier-mandated safety requirements and programs.

10.1.2 Safety Notices. In connection with the performance of the Work, CONTRACTOR shall provide notices and comply with all Applicable Laws bearing on the safety of persons and property and their protection from damage, injury or loss.

10.2 Safety of Persons and Property.

It is the intent of the parties that CITY is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted fabrication and construction practices and all applicable Laws and Standards and Codes, CONTRACTOR shall have the authority and be solely and completely responsible for the safety of all property utilized and all persons performing under this Agreement. Moreover, the CONTRACTOR shall be the controlling employer and has the authority and responsibility to enforce safety for all fabrication, construction work, and Work performed under this Agreement. The services of CITY's contract administrator, if any, in conducting a review of CONTRACTOR's performance under this Agreement is not intended to include a review of the adequacy of CONTRACTOR's work methods, equipment or safety measures. If CITY and/or its contract administrator observes a safety violation related to the CONTRACTOR's performance under this Agreement, then CITY and/or its contract administrator will report the violation to the CONTRACTOR who is then responsible for assuring the violation is abated.

CONTRACTOR is hereby informed that work on this Project could be hazardous. CONTRACTOR shall carefully instruct all personnel performing under this Agreement in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property.

All Equipment, Work and materials provided under this Agreement shall be in strict accordance with all applicable Laws and Standards and Codes, and attention is drawn to the requirements of CAL/OSHA.

CONTRACTOR shall perform under this Agreement so as not to expose personnel to, or to discharge into the atmosphere from any materials brought to the Site by CONTRACTOR,

smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of applicable Laws and Standards and Codes.

10.2.1 Reasonable Precautions. CONTRACTOR shall take all precautions and implement all safety measures and requirements imposed by any Applicable Law. Without limiting the generality of the foregoing, CONTRACTOR shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to:

10.2.1.1 Employees on the Work and other persons who may be affected thereby;

10.2.1.2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the Site under care, custody or control of CONTRACTOR; and

10.2.1.3 Other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Construction Work.

10.2.2 Safeguards. CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying CITY and users of adjacent sites and utilities, and shall comply fully with the requirements of CAL/OSHA.

10.2.3 Use of Explosives. Use of explosives is prohibited, unless approved in advance in writing by CITY. CITY may impose reasonable conditions on the use of explosives.

10.2.4 Remedy of Damage. CONTRACTOR shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by CONTRACTOR, or anyone employed by or in control of CONTRACTOR, or any Subcontractor. All costs incurred by CONTRACTOR in connection with its obligations under this Section shall be cost of the Work, but shall not increase the GMP.

10.2.5 Designation of Safety Coordinator. [reserved]

10.2.6 Loads. CONTRACTOR shall not load or permit any part of the Construction Work or the Site to be loaded so as to endanger its safety.

10.3 Security. CONTRACTOR shall take any and all precautions that may be reasonably necessary to render all portions of the Work, the Site and any adjacent areas affected by the Work secure in all material respects, to decrease the likelihood of accidents, and to avoid vandalism and other contingencies which are liable to delay the Work or give rise to claims or liabilities. CONTRACTOR shall furnish and install all necessary facilities to provide safe means of access to all points where Work is being performed. CONTRACTOR shall take all precautions and measures as may be reasonably necessary to secure the Project at all hours,

including evenings, holidays and non-work hours. Such precautions may include provision of security guards.

10.4 Damage to Property at the Site. CONTRACTOR shall be responsible for any and all damage or loss to property at the Site, except to the extent caused by the acts or omissions of CITY or its representatives, agents or employees. If such damage or loss is caused by CONTRACTOR, payment of such costs as Cost of the Work shall be limited by the provisions of Section 2.20.5 hereof.

10.5 Damage to Property of Others. CONTRACTOR shall avoid damage, as a result of CONTRACTOR's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjacent property, the work of Separate Contractors and the property of CITY. CONTRACTOR shall repair any such damage caused by the operations of CONTRACTOR.

10.6 Failure of CONTRACTOR to Repair Damage. If CONTRACTOR fails to commence the repair of damage to property as set forth in this Article, and/or diligently pursue such repair, then CITY, after ten (10) Days prior written notice to CONTRACTOR (provided CONTRACTOR has not commenced such repair during such ten (10) Day period), may elect to repair such damages with its own forces and to deduct from payments due or to become due to CONTRACTOR amounts paid or incurred by CITY in correcting such damage.

10.7 Emergencies. In an emergency affecting the safety of persons or property, CONTRACTOR shall act, at CONTRACTOR's discretion, to prevent threatened damage, injury or loss. Additional costs or extensions of time caused by CONTRACTOR on account of an emergency not caused by the fault or neglect of CONTRACTOR shall be determined as provided in Section 6.2 hereof.

ARTICLE 11 DISPUTES

11.1 Disputes between CITY and CONTRACTOR. In the event of any dispute arising between CITY and CONTRACTOR regarding any part of the Contract or the Contract Documents, or the Parties' obligations or performance thereunder, and subject to any claims presentation requirements set forth in the Contract Documents, either Party may institute the dispute resolution procedures set forth herein. The Parties shall continue performance of their respective obligation hereunder notwithstanding the existence of a dispute.

11.2 Dispute Resolution Procedures. CONTRACTOR must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to CITY by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the Work and will be handled in accordance with the procedures set forth in Section 9204 of the Public Contract Code.

ARTICLE 12
EVENTS OF DEFAULT AND REMEDIES; TERMINATION

12.1 CONTRACTOR Events of Default. The following shall be considered "CONTRACTOR Events of Default":

12.1.1 If CONTRACTOR fails or neglects to carry out the Work in accordance with the provisions of the Contract Documents, and fails, after seven (7) Days notice from CITY, to commence a cure to correct such failure or neglect and thereafter diligently pursue such cure to completion;

12.1.2 If CONTRACTOR materially breaches this Agreement and fails, after seven (7) Days notice from CITY, to commence a cure to correct such breach and thereafter diligently pursue such cure to completion (such breach to include, but not be limited to, failure to make payment to Subcontractors for materials or labor in accordance with the respective agreements between CONTRACTOR and the Subcontractors or violation of Applicable Laws);

12.1.3 If a custodian, trustee or receiver is appointed for CONTRACTOR, or if CONTRACTOR becomes insolvent or bankrupt, is generally not paying its debts as they become due or makes an assignment for the benefit of creditors, or CONTRACTOR causes or suffers an order for relief to be entered with respect to it under applicable bankruptcy law or applies for or consents to the appointment of a custodian, trustee or receiver for CONTRACTOR, or bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against CONTRACTOR, and in any of the foregoing cases such action is not discharged or terminated within sixty (60) Days of its institution.

12.2 Remedies of CITY upon a CONTRACTOR Event of Default.

12.2.1 Termination of Contract. Upon the occurrence of a CONTRACTOR Event of Default, CITY shall have the right to terminate this Contract upon an additional seven (7) Days written notice to CONTRACTOR, provided that CONTRACTOR has not commenced a cure within such seven (7) Day period. Without prejudice to any other rights or remedies of CITY, CITY may:

12.2.1.1 Take possession of the Site and of all materials, equipment, tools and construction equipment thereon owned by CONTRACTOR;

12.2.1.2 Accept assignment of Subcontracts; and

12.2.1.3 Finish the Work by whatever reasonable method CITY may deem expedient.

12.2.1.4 When CITY terminates the Contract as aforesaid, CONTRACTOR shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the GMP exceeds costs incurred in finishing the Work, such excess shall be paid to

CONTRACTOR, up to the amount due CONTRACTOR for work performed prior to termination. If such costs exceed the unpaid balance of the GMP, CONTRACTOR shall pay the difference to CITY.

12.2.2 Recourse to Payment and Performance Bonds. Upon the occurrence of a CONTRACTOR Event of Default and termination of this Contract by CITY, CITY may call upon the Surety to perform its/their obligations under the Payment and Performance Bonds, if applicable.

12.3 Remedies not Exclusive. Except as otherwise provided in this Agreement, no remedy hereunder is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other available legal or equitable remedy, existing now or hereafter. No delay or omission to exercise any right or power accruing shall impair any such right or power nor shall it be construed to be a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time as often as may be deemed expedient.

12.4 Termination or Suspension for Convenience.

12.4.1 Termination for Convenience. CITY may, without cause, terminate this Contract, or any portion of Work to be performed hereunder at any time by a notice in writing from CITY to CONTRACTOR for CITY's convenience. In such case, CITY shall pay to CONTRACTOR all funds due CONTRACTOR for work performed up to the date of termination, plus all demobilization and close-out costs, including, but not limited to, any amounts payable to Subcontractors for early termination, plus reasonable overhead and profit on Work performed. All funds due hereunder, including unpaid Retention, shall be released within thirty (30) Days of termination of the Contract for convenience, subject to any withholding required or authorized by any Applicable Law. In no event shall such amounts owed to CONTRACTOR exceed the GMP.

12.4.2 Suspension for Convenience. CITY may, without cause, order CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as CITY may determine. An adjustment shall be made for increases in the cost of performance of the Work, including Fee on the increased cost of performance, caused by the suspension, delay or interruption, in accordance with the Change Order provisions of this Contract. No adjustment shall be made to the extent (1) the performance is, was or would have been so suspended, delayed or interrupted by another cause for which CONTRACTOR is responsible or (2) that an equitable adjustment to the GMP and/or Schedule is made or denied under another provision of this Contract. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage Fee.

**ARTICLE 13
MISCELLANEOUS PROVISIONS**

13.1 Governing Law. This Contract shall be construed with and governed by the laws of the State of California.

13.2 Successors and Assigns. CITY and CONTRACTOR respectively bind themselves, their partners, shareholders, successors, assigns and legal representatives to the other Party hereto and to shareholders, successors, assigns and legal representatives of such other Party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither Party shall assign the Contract without the prior written consent of the other.

13.3 Notice. Any notices to Parties required by this Agreement shall be delivered or mailed, U.S. first class, postage prepaid, addressed as follows:

If to CITY:

Jason Grace, Electric Operations Mgr.
2090 Hilltop Circle
Roseville, CA 95747

If to CONTRACTOR:

Tony Compagna, Operations Mgr.
505 Beach Street, Suite 210
San Francisco, CA 94133

Address for Notice may be changed by Notice to the other Party.

13.4 Prevailing Wages. For purposes of this Agreement, CONTRACTOR and its Subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONTRACTOR shall forfeit as a penalty to CITY Two Hundred Dollars (\$200) for each calendar Day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-Site under the Agreement by CONTRACTOR or by any Subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar Day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONTRACTOR or the applicable Subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the Department of Industrial Relations has identified the source, stated below, of the General Prevailing Rate of Wages applicable to the work to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, which is a part of this Agreement.

Pursuant to Labor Code Section 1773.2, the General Prevailing Wage Rates set forth above by the Department of Industrial Relations, which form a part of this Agreement, shall be posted by CONTRACTOR at a prominent place at the Site.

13.5 Modifications. No Modifications or Change Orders shall be valid unless in writing and signed by CITY and CONTRACTOR.

13.6 Interpretation. Any and all headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Agreement. Where reference is made in this Agreement to another Contract Document, the reference refers to that provision as amended or supplemented by the other provisions of the Contract Documents. In the event of any conflict between or among the Contract Documents, the provisions of this Agreement shall govern.

13.7 Severability. If any provision of this Agreement is held to be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such holding shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case, or of rendering any other provision herein contained inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof, and they shall otherwise remain in full force and effect.

13.8 Whole Agreement. This Agreement, the Exhibits hereto and the Contract Documents, specifications and Drawings shall constitute the entire agreement between the Parties, and no inducements, considerations, promises or other references shall be implied in this Agreement that are not expressly addressed herein

13.9 Accounting Records. CONTRACTOR shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be reasonably satisfactory to CITY. CITY and CITY's accountants shall be afforded access to CONTRACTOR's records, books, correspondence, instructions, drawings, receipts, Subcontracts, vouchers, memoranda and other data relating to this Agreement, and CONTRACTOR shall preserve these for a period of three (3) years after final payment, or for such longer period as may be required by law.

13.10 Intentionally left blank.

13.11 No Waiver. Neither the inspection by CITY or its agents, nor any order or certificate for payment of money, nor payment for, nor acceptance of the whole or any part of the work by CITY, nor any extensions of time, nor any position taken by CITY or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to CITY or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach.

13.12 CONTRACTOR Shall Assume Risks. Until the Final Completion or acceptance by CITY of all Work under this Contract, the Work shall be under CONTRACTOR's responsible care and charge. CONTRACTOR shall rebuild, repair, restore and make good all injuries, damages, corrections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work, except as otherwise stipulated.

13.13 General Liability of CONTRACTOR. Except as otherwise herein expressly stipulated, CONTRACTOR shall perform all the work and furnish all the labor, materials, tools power and light, and appliances, necessary or proper for performing and completing the Work herein required in the manner within the time herein specified. The mention of any specific duty or liability of CONTRACTOR shall not be construed as a limitation or restriction of any general liability or duty of CONTRACTOR and, any reference to any specific duty or liability shall be construed to be the purpose of explanation.

13.14 Attorney's Fees and Venue. If either Party commences any legal action against the other Party arising out of this Agreement or the performance thereof, the prevailing Party shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. To the extent permitted by applicable law, each Party waives any defense that it may have based on lack of *in personam* jurisdiction or *forum nonconveniens*.

13.15 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20___, and CONTRACTOR has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation:

CB2 BUILDERS INCORPORATED, a
California corporation

BY: _____
DOMINICK CASEY
City Manager


BY: Tony Campagna
Tony Campagna
its: _____
President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

and

BY: 
Lori A. Campagna
its: Chief Financial Officer

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
MICHELLE BERTOLINO
Electric Utility Director

LIST OF EXHIBITS:

Exhibit A Guaranteed Maximum Price

Exhibit B Construction Allowance Items [reserved]

Exhibit C Hazardous Materials

Exhibit D In Lieu of Securities Escrow Agreement

Exhibit E Performance, Labor & Materials, and Warranty Bonds

Exhibit F SOW - CONTRACTOR's Proposal, RFP

EXHIBIT A

GUARANTEED MAXIMUM PRICE, FEE, AND COST OF WORK

A. GUARANTEED MAXIMUM PRICE: The **Guaranteed Maximum Price** as of the date of execution of this Agreement is one million, two hundred seventy-four thousand, six hundred ten dollars and sixteen cents (\$1,274,610.16), U.S. Currency.

B. FEE AND CONTINGENCY: The Fee and Contingency amounts, if any, are as stated in the Proposal.

C. COST OF THE WORK:

1. "Cost of the Work." The term "Cost of the Work" shall mean costs incurred by CONTRACTOR in the performance of the Work, that do not exceed the GMP. The following are categories of cost and expense to be paid by CITY to CONTRACTOR as Cost of the Work:

2. Construction Costs.

2.1 Labor Costs.

2.1.1 Wages of construction workers directly employed by CONTRACTOR to perform the construction of the Work at the Site or, with CITY's agreement, at off-site workshops.

2.1.2 Wages or salaries of CONTRACTOR's supervisory and administrative personnel when stationed at the Site and wages, salaries and other costs of project management, pre-construction services, form design, foundation engineering, manpower planning, purchasing, estimating and data processing, whether performed at the Site or in CONTRACTOR's offices, including, but not limited to services rendered during the Design Phase of the Project.

2.1.3 Wages and salaries of CONTRACTOR's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

2.1.4 Costs paid or incurred by CONTRACTOR for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in subsections 2.1.1 through 2.1.3 above.

2.2 Subcontract Costs. Amounts due Subcontractors for work, excluding Change Order work, in accordance with the requirements of the Subcontracts.

2.3 Costs of Materials and Equipment Incorporated in the Completed Construction. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

2.4 Costs of other Materials and Equipment, Temporary Facilities, and Related Items.

2.4.1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by CONTRACTOR at the Site and fully consumed in the performance of the Work; and cost, less salvage value, on such items if not fully consumed, whether sold to others or retained by CONTRACTOR. Costs for items previously used by CONTRACTOR shall mean fair market value.

2.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by CONTRACTOR at the Site, whether rented from CONTRACTOR or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rental charges for equipment owned by CONTRACTOR shall be at then prevailing rates.

2.4.3 Costs of removal of debris from the Site.

2.4.4 Costs of facsimiles, telegrams and long distance telephone calls, postage and delivery charges (whether originating at the Site or at the offices of CONTRACTOR or CONTRACTOR), telephone service at the Site and reasonable petty cash expenses of the Site office.

2.5 Premiums; Taxes; Fees; Royalties.

2.5.1 That portion directly attributable to this Agreement of premiums for insurance and the Payment and Performance Bonds.

2.5.2 Sales, use, gross receipts or similar taxes imposed by a governmental authority, which are related to the Work and for which CONTRACTOR is liable.

2.5.3 Fees and assessments for any permits, licenses and inspections required by the Contract Documents.

2.5.4 Fees of testing laboratories for tests required by the Contract Documents or government authorities.

2.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents. The costs of defending suits or claims for infringement of patent rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against CONTRACTOR or CONTRACTOR resulting from such suits or claims and payments of settlements in connection therewith.

2.5.6 Deposits lost for cause other than CONTRACTOR's negligence.

2.6 Emergencies. Costs incurred in taking action to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property, as provided in Section 10.7 of this Agreement.

2.7 Other Costs. Other costs incurred in the performance of the Work, if and to the extent approved in writing by CITY, which approval shall not be unreasonably withheld.

3. Items not Included in Cost of the Work.

3.1 Salaries and other compensation of CONTRACTOR's personnel stationed at CONTRACTOR's principal office or offices other than the Site, except as specifically provided in subsections 2.1.2 and 2.1.3 above.

3.2 Expenses of CONTRACTOR's principal office and offices, other than the Site office.

3.3 Overhead and general expenses, except as may be included in Sections 1 and 2 above.

3.4 The capital expenses of CONTRACTOR, including interest on capital employed for the Work.

3.5 Costs that would cause the GMP to be exceeded.

EXHIBIT B
CONSTRUCTION ALLOWANCE ITEMS

(reserved)

EXHIBIT C

HAZARDOUS MATERIALS

1. Certain Definitions.

1.1 "Hazardous Materials" means any substance:

1.1.1 the presence of which requires investigation or remediation under federal, state or local law, statute, regulation, ordinance, order, action, policy or common law;

1.1.2 which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant or contaminant under any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC §§9601 et seq. ("CERCLA"), as amended, or the Resource, Conservation and Recovery Act, as amended, 42 USC §§6901 et seq. ("RCRA");

1.1.3 which is petroleum, including crude oil or any fraction thereof not otherwise designated as a "hazardous substance" under CERCLA, including without limitation gasoline, diesel fuel or other petroleum hydrocarbons;

1.1.4 which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority or instrumentality;

1.1.5 the presence of which on the Site causes or threatens to cause a nuisance upon the Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Site; or

1.1.6 the presence of which on adjacent properties could constitute a trespass by CONTRACTOR or CITY.

1.2 "Underground Storage Tank" shall have the definition assigned to that term by RCRA §9001, 42 USC §6991, and also shall include:

1.2.1 any tank of 1,100 gallons or less capacity used for storing motor fuel;

1.2.2 any tank used for storing heating oil for consumption on the premises where stored;

1.2.3 any septic tank; and

1.2.4 any pipes connected to items 1.2.1-1.2.3.

1.3 "Environmental Requirements" means all Applicable Laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders and similar items of all federal, state or local governmental agencies or other instrumentalities and all applicable judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation:

1.3.1 all requirements, including but not limited to, those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials into the air, surface water, ground water or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; and

1.3.2 all requirements pertaining to the protection of the health and safety of employees or the public.

1.4 "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim, including, without limitation, attorney's fees, which are incurred at any time as a result of the existence of Hazardous Materials upon, about or beneath the Site or migrating or threatening to migrate to or from the Site, and including, without limitation:

1.4.1 damages for personal injury, or injury to property or to natural resources occurring upon or off the Site;

1.4.2 fees incurred for the services of attorneys, consultants, CONTRACTOR, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements; and

1.4.3 liability to any third party or governmental agency or political subdivision to indemnify such party, agency or political subdivision for costs expended in connection with the items listed in subparagraph 1.4.2.

1.5 "Environmental Conditions" means collectively, Hazardous Materials and Underground Storage Tanks existing on the Site and not brought there by CONTRACTOR or any Subcontractor.

2. Investigation of Site.

2.1 Upon written notice from CITY, CONTRACTOR shall prepare for approval and execution by CITY, one or more contracts ("Environmental Contracts") with suitably qualified consultants and/or engineers ("Environmental Engineers"), for purposes of performing an investigation and analysis of the Site prior to demolition and excavation activities, to determine the presence of any Environmental Conditions on, in or under the Site. The Environmental Contracts shall provide for a commercially reasonable scope of investigation approved by CITY, and may provide for conducting the investigation and testing in phases acceptable to CITY. The Environmental Contracts shall also provide that the Environmental Engineers shall begin their

tests and inspections at the Site as soon as CITY is able to arrange access to the Site, or any portions thereof, for such purposes. The Environmental Contracts shall provide that CONTRACTOR, acting as agent of CITY, shall coordinate the activities of the Environmental Engineers.

2.2 The Environmental Contracts shall provide that the Environmental Engineers shall prepare such reports, feasibility studies and remedial plans ("Environmental Assessments") as may be reasonably necessary in order to identify and explain the quantity, scope and nature of the Environmental Conditions found to exist at the Site. The Environmental Assessments shall contain a detailed analysis of the Environmental Conditions discovered, and the actions ("Remedial Actions") required for the response, removal, cleanup or remediation of such Environmental Conditions (i) which are required by Environmental Requirements, or (ii) which are reasonably necessary to mitigate Environmental Damages.

2.3 The Environmental Contracts shall provide that the Environmental Engineers shall promptly provide CITY and CONTRACTOR with a copy of each Environmental Assessment, together with any other reports and test results generated pursuant to the Environmental Contracts. CONTRACTOR shall, promptly after receipt of the foregoing matters from the Environmental Engineers, prepare and submit to CITY a written report setting forth CONTRACTOR's understanding of whether and to what extent any recommended Remedial Actions may result in an amendment to the Schedule and the progress of the Work.

2.4 The Environmental Contracts shall provide that it shall be the responsibility of the Environmental Engineers to give any necessary notice to the appropriate regulatory agency or agencies of the presence of any Environmental Conditions; to pursue all necessary negotiations with such agencies concerning preparation and approval of a plan for clean-up to the extent required; and to obtain all necessary permits to perform any Remedial Actions.

3. Remedial Actions.

3.1 If so instructed by CITY, based upon the results of the Environmental Assessments, CONTRACTOR shall, as agent for CITY, obtain bids from remediation contractors ("Remediation Contractors") suitably qualified and approved by CITY, to perform the Remedial Actions selected by CITY and shall submit such bids to CITY, together with CONTRACTOR's recommendation of the Remediation Contractor(s) to be retained. If CITY elects to go forward with all or any portion of the Remedial Actions covered by the bids submitted, CITY will so advise CONTRACTOR in a written notice on or before the date which is sixty (60) Days after receipt of the foregoing matters from CONTRACTOR. Promptly after receipt of such notice, CONTRACTOR shall prepare for CITY's execution remediation contracts ("Remediation Contracts") with the Remediation Contractors identified in such notice.

3.2 CONTRACTOR, as agent for CITY, shall be responsible for coordinating the work and services performed by the Remediation Contractors, and coordinating such remediation work with the Work.

3.3 If in the course of performance of the Work, CONTRACTOR encounters on the Site any Hazardous Materials not previously disclosed and remediated by the Environmental Engineers or the Remediation Contractors, CONTRACTOR shall immediately suspend the Work in the area affected and promptly thereafter report the condition to CITY.

4. Payments: Liability of CONTRACTOR.

4.1 All payments due under the Environmental Contracts and the Remediation Contracts shall be made by CITY directly to the Environmental Engineers and the Remediation Contractors. Such payments will be based on requisitions, which requisitions shall be approved by CONTRACTOR prior to submission to CITY.

4.2 All payments due under the Environmental Contracts, the Remediation Contracts and for Environmental Damages, shall not be a part of the GMP, and shall be the sole responsibility of CITY, except as expressly provided otherwise in Section 5 hereof.

4.3 It is understood and agreed that with respect to any Environmental Conditions existing on the Site, CONTRACTOR is not, and shall not be deemed to be, a generator, arranger, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions. It is understood and agreed that CONTRACTOR shall have no right to direct the means or methods of performance of any Environmental Engineer or Remediation Contractor.

4.4 CITY shall indemnify, defend and hold harmless CONTRACTOR, from and against any Environmental Damages asserted against or sustained by CONTRACTOR as a result of CONTRACTOR being deemed or determined to be a generator, arranger, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions.

5. Environmental Responsibilities of CONTRACTOR.

5.1 CITY acknowledges and agrees that CONTRACTOR shall not commence or continue any demolition or construction activities on any portion of the Site on or in which Remedial Actions are to be performed until such Remedial Actions are to the point where construction activities will not interfere with such Remedial Actions, as evidenced by appropriate certification by the applicable Environmental Engineer and/or Remediation CONTRACTOR and any required approval of any applicable government agency. CONTRACTOR agrees to use good faith diligent efforts to adjust and reschedule its activities at the Site so as to minimize, to the extent reasonably practical, the adverse effect on the progress of the Work resulting from any Remedial Actions.

5.2 CONTRACTOR shall not bring Hazardous Materials to the Site, and shall not include Hazardous Materials in any construction materials, unless permitted by Environmental Requirements. CONTRACTOR shall comply, and shall cause all Subcontractors to comply, with all Environmental Requirements regarding the generation, handling, storage, treatment and disposal of Hazardous Materials.

5.3 CONTRACTOR shall indemnify, defend and hold harmless the Indemnified Parties from and against any Environmental Damages asserted against or sustained by such parties as a result of any Environmental Conditions caused or created by CONTRACTOR or any Subcontractor, or of any violation by CONTRACTOR or the Subcontractors, of any Environmental Requirement arising out of the performance of the Work.

EXHIBIT D

IN LIEU OF SECURITIES ESCROW AGREEMENT

(form of agreement follows this page)

(use is optional by Contractor)

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

(Project: _____)

THIS ESCROW AGREEMENT is made and entered into on this ____ day of _____, 20__ by and between the:

City of Roseville, whose address is:

311 Vernon Street
Roseville, CA 95678

(hereinafter called "CITY"); and

_____, whose address is:

(hereinafter called "CONTRACTOR"); and

_____, whose address is:

(hereinafter called "ESCROW AGENT").

For the consideration hereinafter set forth, CITY, CONTRACTOR, and ESCROW AGENT agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, CONTRACTOR has the option to deposit securities, subject to prior approval of CITY, with ESCROW AGENT, as a substitute for retention earnings required to be withheld by CITY pursuant to the contract for public works entered into between the CITY and CONTRACTOR for the Project in the amount of _____

_____ dollars (\$ _____) dated _____, (hereinafter referred to as the "Contract"). Alternatively, on written request of CONTRACTOR, CITY shall make payments of the retention earnings directly to the ESCROW AGENT.

When CONTRACTOR deposits the securities as a substitute for Contract earnings, the ESCROW AGENT shall notify CITY within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between CITY and CONTRACTOR. Securities shall be held in the name of ESCROW AGENT, and shall designate CONTRACTOR as the beneficial owner, and shall be limited to those types of acceptable securities as described in Public Contract Code Section 22300.

2. CITY shall make progress payments to CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that ESCROW AGENT holds securities in the form and amount specified above.

3. When CITY makes payment of retentions earned directly to ESCROW AGENT, ESCROW AGENT shall hold them for the benefit of CONTRACTOR until the time that the escrow created under this Agreement is terminated. CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when CITY pays ESCROW AGENT directly.

4. CONTRACTOR shall be responsible for paying all fees for the expenses incurred by ESCROW AGENT in administering the Escrow Account and all expenses of CITY. These expenses and payment terms shall be determined by CITY, CONTRACTOR, and ESCROW AGENT.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earning on that interest shall be for the sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to CITY.

6. CONTRACTOR shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to ESCROW AGENT accompanied by written authorization from CITY to ESCROW AGENT that CITY consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

7. CITY shall have a right to draw upon the securities in the event of default by CONTRACTOR. Upon seven (7) days' written notice to ESCROW AGENT from CITY of the default, ESCROW AGENT shall immediately convert the securities to cash and shall distribute the cash as instructed by CITY.

8. Only upon receipt of written notification from CITY certifying that the Contract is final and complete, and that CONTRACTOR has complied with all requirements and procedures applicable to the Contract, ESCROW AGENT shall release to CONTRACTOR all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. ESCROW AGENT shall rely on the written notifications from CITY and CONTRACTOR pursuant to Sections (5) to (8), inclusive, of this Agreement and CONTRACTOR shall hold ESCROW AGENT harmless from ESCROW AGENT's release and disbursement of the securities and interest as set forth above.

10. The parties hereto mutually agree that this Agreement is substantially similar to the form under Public Contracts Code Section 22300.

11. The names of the persons who are authorized to give written notice or to receive written notice on behalf of CITY and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of CITY:

Title

Name

Signature

Address

On behalf of CONTRACTOR:

Title

Name

Signature

Address

On behalf of ESCROW AGENT:

Title

Name

Signature

Address

12. At the time the Escrow Account is opened, CITY and CONTRACTOR shall deliver to ESCROW AGENT a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attestation by its City Clerk under the authority of Resolution No. 87-141, adopted by the Council of the City of Roseville on the 5th day of August, 1987, and CONTRACTOR and ESCROW AGENT have authorized the execution of this Agreement.

CITY OF ROSEVILLE, a
municipal corporation:

CONTRACTOR:
a

BY: _____
DOMINICK CASEY
City Manager

BY: _____

its: _____

ATTEST:

and

BY: _____

BY: _____
SONIA OROZCO
City Clerk

its: _____

ESCROW AGENT:

APPROVED AS TO FORM:

BY: _____

its: _____

BY: _____
ROBERT R. SCHMITT
City Attorney

and

BY: _____

APPROVED AS TO SUBSTANCE:

its: _____

BY: _____
DENNIS KAUFFMAN
Chief Financial Officer

ACKNOWLEDGED BY ADMINISTERING DEPARTMENT:

BY: _____

EXHIBIT E

BOND FORMS

Bond No. _____
Premium \$ _____

PERFORMANCE BOND

This Performance Bond ("Performance Bond"), dated _____, 20____, is in the penal sum of _____ Dollars (\$ _____), which is an amount not less than one hundred percent (100%) of the Total Contract Price, and is entered into by and between the undersigned _____ ("Principal" or "Contractor") and the undersigned _____ ("Surety") to ensure the Principal's faithful performance of the Design Build Construction Agreement for the Electric Dispatch Center Renovation project ("Design Build Contract"). This Performance Bond consists of this page and the following Performance Bond Terms and Conditions, Paragraphs 1 through 12. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for the complete and proper performance of the Design Build Contract, which is incorporated herein by reference.
2. If the Principal completely and properly performs all of its obligations under the Design Build Contract, the Surety and the Principal shall have no further obligation under this Performance Bond, except to participate in conferences as provided in Paragraph 3.1 below.
3. If there is no City Default, the Surety's obligation under this Performance Bond shall arise after:
 - 3.1 The City has notified the Contractor and the Surety at their respective addresses described in Paragraph 10 below, that the City is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Design Build Contract. If the City, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Design Build Agreement, but such a mutual agreement shall not waive the City's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The City has declared a Contractor Default and formally terminated the Contractor's right to complete the Design Build Contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Paragraph 3.1 above.
 - 3.3 The City has agreed to pay the Balance of the Total Contract Price to:
 - 3.3.1 The Surety in accordance with the terms of this Performance Bond and the Design Build Contract; or

3.3.2 To a contractor selected to perform the Design Build Contract in accordance with the terms of this Performance Bond and the Design Build Contract.

4. When the City has satisfied the conditions of Paragraph 3 above, the Surety shall promptly (within thirty (30) days) and at the Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for the Contractor, with the City's consent, such consent to be in the City's sole discretion, to perform and complete the Design Build Contract. If the City withholds its consent, the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below; or
 - 4.2 Undertake to perform and complete the Design Build Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain proposals from qualified contractors acceptable to the City for a contract for performance and completion of the Design Build Contract, and, upon determination by the City of the best value for the City, arrange for a contract to be prepared for execution by the City and the contractor selected, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Design Build Contract; and, if the Surety's obligations defined in Paragraph 6 below exceed the Balance of the Total Contract Price, then the Surety shall pay to the City the amount of such excess; or
 - 4.4 Waive its right to perform and complete the Design Build Contract, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with the City, determine in good faith the amount for which it may then be liable to the City under Paragraph 6, below, for the performance and completion of the Design Build Contract and, as soon as practicable after the amount is determined, tender payment therefor to the City with full explanation of the payment's calculation. If the City accepts the Surety's tender under this Paragraph 4.4, the City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Seller Default. If the City disputes the amount of Surety's tender under this Paragraph 4.4, the City may exercise all remedies available to it at law to enforce the Surety's liability under Paragraph 6, below.
5. If the Surety does not proceed as provided in Paragraph 4, above, then the Surety shall be deemed to be in default on this Performance Bond ten (10) calendar days after receipt of an additional written notice from City to the Surety demanding that the Surety perform its obligations under this Performance Bond. At all times the City shall be entitled to enforce any remedy available to the City at law or under the Design Build Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors at Surety's sole expense.
6. The Surety's monetary obligation under this Performance Bond is limited by the amount of this Performance Bond. Subject to these limits, the Surety's obligations under this Bond are commensurate with the obligations of the Seller under the Design Build Contract. The Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of the Seller under the Design Build Contract for completion of the Design Build Contract and correction of defective work;

- 6.2 The responsibilities of the Seller under the Design Build Contract to pay liquidated damages, and damages for which no liquidated damages are specified in the Design Build Contract, including but not limited to, all valid and proper back charges, offsets, payments, indemnities, defense costs or other damages; and
- 6.3 Additional legal, design professional and delay costs resulting from the Seller Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above.
7. The Surety shall not be liable to the City or others for the obligations of the Contractor that are unrelated to the Design Build Contract, and the Balance of the Total Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Performance Bond to any person or entity other than the City or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, alteration or addition to the Design Build Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Build Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, Modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Performance Bond or in any way affect the obligations of Surety on this Performance Bond.
9. Any proceeding, legal or equitable, under this Performance Bond shall be instituted in any court of competent jurisdiction in Placer County, California within two (2) years after the Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Performance Bond, whichever occurs first. If the provisions of this Paragraph 9 are void or prohibited by law, the minimum period of limitation available to sureties as a defense in Placer County shall be applicable.
10. Notice to the Surety, the City or the Principal shall be mailed or delivered to the address shown on the signature page.
11. Any provision in this Performance Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Performance Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
- 12.1 Balance of the Total Contract Price: The total amount payable by the City to the Contractor pursuant to the terms of the Design Build Contract after all proper adjustments have been made under the Design Build Contract, including, for example, deductions for progress payments made, deductions for liquidated damages owed, and increases/decreases for approved modifications to the Design Build Contract.
- 12.2 Design Build Contract: The documents between the City and the Principal identified as the Contract Documents in that certain first above-mentioned Design Build Construction Agreement, including all changes, Addenda and modifications thereto.

- 12.3 Contractor Default: Material failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Design Build Contract.
- 12.4 City Default: Material failure of the City, which has neither been remedied nor waived, to pay the Contractor progress payments due under the Design Build Contract or to perform other material terms of the Design Build Contract, provided such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Design Build Contract.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this instrument.

(Corp. Seal)

Principal: _____

Signature: _____

Name & Title: _____

Address: _____

(Corp. Seal)

Surety: _____

Signature: _____

Name & Title: _____

Address: _____

Attorney in Fact: _____

Surety shall submit the following documents along with this Performance Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: _____, City Attorney

END OF DOCUMENT

Bond No. _____
Premium \$ _____

LABOR AND MATERIAL BOND

This Labor and Material Bond ("Labor and Material Bond") dated _____, 20____, is in the penal sum of _____ Dollars (\$ _____), which is an amount not less than one hundred percent (100%) of the Total Contract Price, and is entered into by and between the undersigned _____ ("Principal" or "Contractor") and the undersigned _____ ("Surety") to ensure the Principal's payment of claimants pursuant to the Design Build Construction Agreement for the Electric Dispatch Center Renovation project ("Design Build Contract"). This Labor and Material Bond consists of this page and the following Labor and Material Bond Terms and Conditions, Paragraphs 1 through 15. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City and to Claimants, to pay for labor, materials, Equipment furnished and Services provided in the performance of the Design Build Contract, which is incorporated herein by reference.
2. With respect to the City, this obligation shall become null and void if and when the Principal:
 - 2.1 Promptly and fully makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Fully defends, indemnifies and holds harmless the City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Design Build Contract, provided the City has promptly notified the Principal and the Surety (at the address described in Paragraph 10 below) of any claims, demands, liens or suits and has tendered defense of such claims, demands, liens or suits to the Principal and the Surety, and provided there is no City Default.Otherwise, this Labor and Material Bond shall be, and remain, in full force and effect.
3. With respect to Claimants, this obligation shall become null and void if and when the Principal promptly and fully makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants; otherwise, this Labor and Material Bond shall be, and remain, in full force and effect.
4. The Surety shall have no obligation to Claimants under this Labor and Material Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the City, stating that a claim is being made under this Labor and Material Bond and, with substantial accuracy, the amount of the claim.

- 4.2 Claimants who do not have a direct contract with the Contractor:
 - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the City, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or have not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 4.3.3 Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the City, stating that a claim is being made under this Labor and Material Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 above is given by the City to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the City, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Labor and Material Bond, and the amount of this Labor and Material Bond shall be credited for any payments made in good faith by the Surety under this Labor and Material Bond.
8. Amounts due the Contractor under the Design Build Contract shall be applied to satisfy claims, if any, under this Labor and Material Bond.
9. The Surety shall not be liable to the City, Claimants or others for obligations of the Contractor that are unrelated to the Design Build Contract. The City shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Labor and Material Bond, and shall have no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Labor and Material Bond.
10. The Surety hereby waives notice of any change, alteration or addition to the Design Build Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Build Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder,

shall release or exonerate Surety on this Labor and Material Bond or in any way affect the obligations of Surety on this Labor and Material Bond.

11. Any proceeding, legal or equitable, under this Labor and Material Bond shall be instituted in any court of competent jurisdiction in Placer County, California within one (1) year from the date on which (i) the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.3.3, or (ii) the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Design Build Contract, whichever of (i) or (ii) first occurs. If the provisions of this Paragraph 11 are void or prohibited by law, the minimum period of limitation available to sureties as a defense in Placer County shall be applicable.
12. Notice to the Surety, the City or the Principal shall be mailed or delivered to the address shown on the signature page below. Actual receipt of notice by the Surety, the City or the Principal, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page below.
13. Any provision in this Labor and Material Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
The intent is that this Labor and Material Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Labor and Material Bond, the Principal shall promptly furnish a copy of this Labor and Material Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1 CLAIMANT: An individual or entity having a direct contract with the Contractor or with a subcontractor (of any tier) of the Contractor to furnish labor, materials or equipment for use in the performance of the Design Build Contract. The intent of this Labor and Material Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Design Build Contract, architectural and engineering services used or reasonably required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien or stop payment notice might be asserted.
 - 15.2 DESIGN BUILD CONTRACT: The documents between the City and the Contractor identified as the Contract Documents in that certain first above-mentioned Design Build Contract, including all changes, Addenda and modifications thereto.
 - 15.3 CITY DEFAULT: Material failure of the City, which has neither been remedied nor waived, to pay the Contractor as required by the Design Build Contract, provided such failure is the cause of the failure of Principal to pay the Claimants and is sufficient to justify Contractor termination of the Design Build Contract.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this security instrument.

(Corp. Seal)

Principal: _____

Signature: _____

Name & Title:

Address:

(Corp. Seal)

Surety: _____

Signature: _____

Name & Title:

Address:

Attorney in Fact: _____

Surety shall submit the following documents along with this Labor and Material Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: _____, City Attorney

END OF DOCUMENT

Bond No. _____
Premium \$ _____

WARRANTY BOND

This Warranty Bond ("Warranty Bond"), dated _____, 20____, is in the penal sum of _____ for under the Design-Build Construction Agreement for the Electric Dispatch Center Renovation project, and is entered into by and between the undersigned _____ ("Principal" or "Contractor") and the undersigned _____ ("Surety") to guaranty that all Equipment and Services provided by Seller under the above-mentioned Design Build Contract will fulfill the requirements of Principal's warranties and guarantees included in the Contract Documents. This Warranty Bond consists of this page and the following Warranty Bond Terms and Conditions, Paragraphs 1 through 7. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for a period of one (1) year following the date of Final Acceptance, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the work including, without limitation, all equipment and work provided by Contractor and its subcontractors and subvendors of all tiers in connection with the Design Build Contract.
2. Neither final payment nor use or occupancy of the Equipment or Services performed by the Contractor shall constitute an acceptance of such Equipment or Services not done in accordance with this Warranty Bond or relieve Contractor of liability in respect to any express guarantees, warranties or responsibilities for faulty materials or workmanship, ordinary wear and tear excepted. If within one (1) year after the date of Final Acceptance, or such longer period of time as may be prescribed the terms of the Contract Documents, any Equipment or Services is found to be defective, Contractor and Surety shall promptly, without cost to City and in accordance with City's written instructions, correct such defective Equipment or Services. Contractor and Surety shall remove any defective Equipment rejected by City and replace it with Equipment that is not defective. If Contractor or Surety fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Equipment or Services corrected or removed and replaced. Contractor and Surety shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor and Surety fail to correct defective Equipment or Services, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.
3. As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City.
4. The Surety hereby waives notice of any change, alteration or addition to the Design Build Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Build Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, Modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Warranty Bond or in any way affect the obligations of Surety on this Warranty Bond.

5. If the Surety does not proceed as provided in Paragraph 2 above, then the Surety shall be deemed to be in default on this Warranty Bond ten (10) calendar days after receipt of an additional written notice from City to the Surety demanding that the Surety perform its obligations under this Warranty Bond. At all times the City shall be entitled to enforce any remedy available to the City at law or under the Design Build Contract including, without limitation, and by way of example only, rights to perform work as Surety's expense, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. All abbreviations and definitions of terms used in this Warranty Bond shall have the meanings set forth in the Contract Documents, including, without means of limitation, the Design Build Contract.
7. The foregoing Warranty Bond is in addition to any other guarantees and warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Warranty Bond and any guaranty, warranty or obligation of the Seller under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor and Surety.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this instrument.

(Corp. Seal)

Principal: _____

Signature: _____

Name & Title:

Address:

(Corp. Seal)

Surety: _____

Signature: _____

Name & Title:

Address:

Attorney in Fact: _____

Surety shall submit the following documents along with this Warranty Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: _____, City Attorney

END OF DOCUMENT

EXHIBIT F
CONTRACTOR'S PROPOSAL

Design and Construction Services for Design-Build Electric Dispatch Center Renovation Project



**City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678**

Submitted By:

**CB2 Builders
505 Beach Street, Suite 210
San Francisco, CA 94133**

**Tony Campagna
Tel: 415.402.0361
Fax: 415.402.0364
tony@cb2builders.com**



December 20, 2019

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

RE: RFP, Design and Construction Services
for Design-Build Electric Dispatch Center
Renovation Project

Dear City of Roseville,

I want to thank you for the opportunity to present our qualifications for the Electric Dispatch Center Renovation Project in Roseville, CA. At CB2 Builders we are passionate about the work we do and the teams we serve. We solve problems with creative solutions and work hard with a “no compromise” attitude to provide great service to our clients. Our company started in 2005 and we are passionate about our work and our teams and we strive for client satisfaction by providing excellent service. We strive to incorporate sustainable products and services as part of our business philosophy. We enjoy a collaborative and creative work environment that is built on proactive and consistent communication. We employ a carefully selected group of highly skilled people who have the flexibility to be productive at many and varied tasks. We hire subcontractors that have the same level of dedication and commitment that we do. Our employees embrace our passion for service, quality, and safety, and our subcontractors do the same. Those who share these goals are the people we want to work with.

CB2 Builders will perform the services and adhere to the requirements of the RFP, bid document and addenda listed below:

Request for Proposal	Design and Construction Services for Design-Build Electric Dispatch Center Renovation Project		
Bid Drawings	Robert E. Lamb, Inc.	09/24/19	SK-C1, SK-2, A-701, A-801
Addendum 1	City of Roseville	11/8/19	
Addendum 2	City of Roseville	11/19/19	
Addendum 3	City of Roseville	11/20/19	
Addendum 4	City of Roseville	11/21/19	
Addendum 5	City of Roseville	12/2/19	

The Roseville Electric Dispatch Center Renovation is an exciting project and we would be proud to be a part of it. We look forward to working with you through the design process and seeing your vision through to construction completion. As you review our proposal, we will be happy to answer any questions that you may have.

Sincerely,

Tony Campagna, President



TAB A: Qualifications

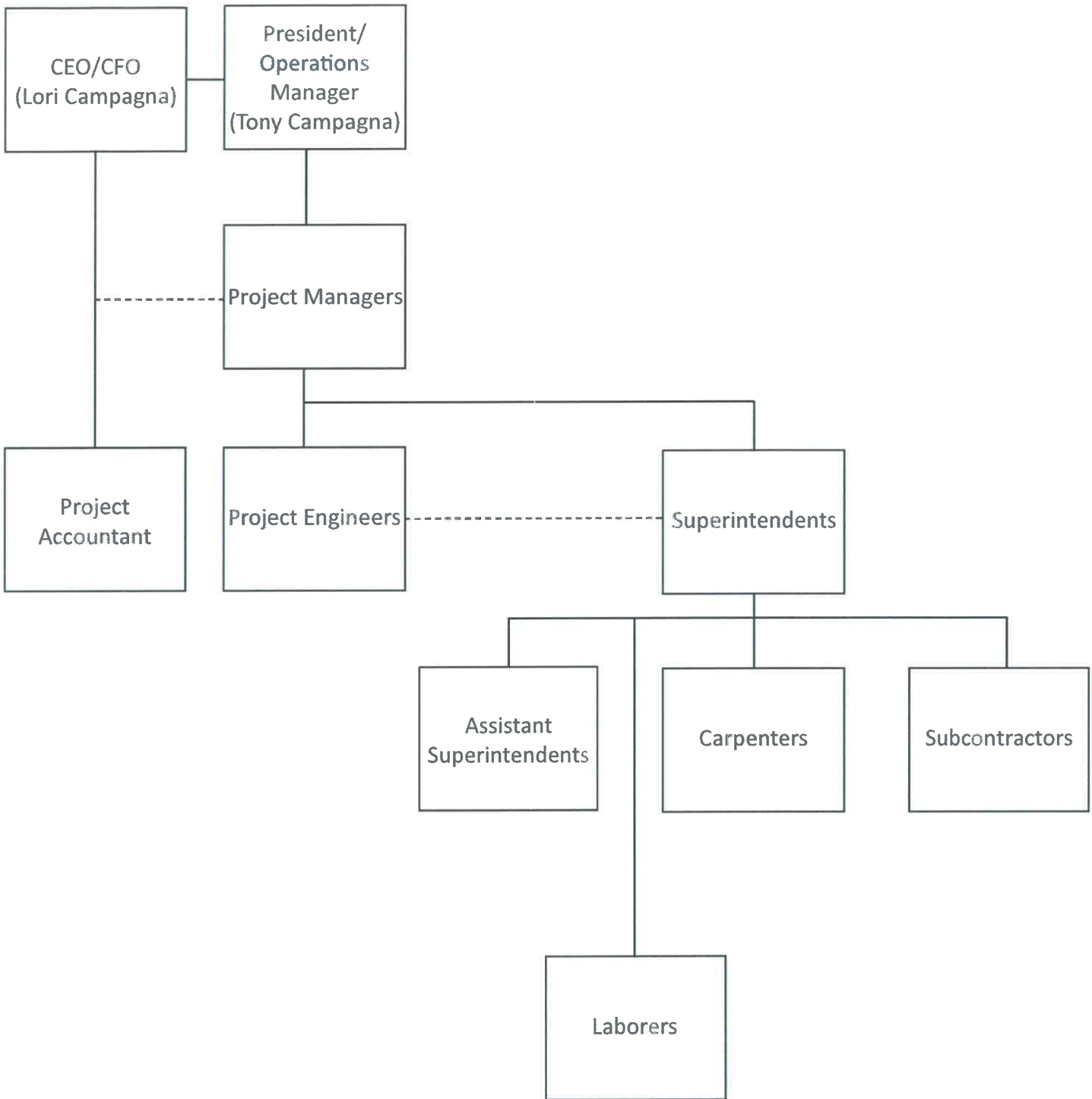
CB2 Builders has designed and constructed many projects like the Roseville Electric Dispatch Center Renovation Project that we feel make us uniquely qualified to build this type and quality of project. We specialize in critical systems infrastructure projects. CB2 is currently are working on the building the new Port of Oakland Freight Intelligent Transportation System Joint Transportation Management Center/Emergency Operation Center project and has managed and completed other mission critical facility projects for clients like Pacific Gas & Electric Company and Trans Bay Cable (TBC).

More importantly for your project, we have completed multiple specialized tenant improvement projects including public works and offer this wealth of experience to the design and construction team. We are committed to our relationships and we bring our professional abilities and the same sense of urgency to the design and construction that you bring to this project. We work with our clients from the earliest starting point on strategic planning and alignment of design and engineering goals. We collaborate with the client throughout the process as an advocate and problem solver. We believe in concise and direct communication and employ many proven and effective tools to assure successful project delivery.

We believe we set ourselves apart from our competition during pre-construction and design development in addition to our self-performed trade expertise. With our ongoing experiences in tenant and building improvement projects, critical facilities and infrastructure projects, and our good partnerships with stakeholders and our subcontractors, we feel we would be a valuable team member. Our extensive experience with design build projects will benefit us as we manage this project working with the City of Roseville.

CB2 Builders will be managing a team of sub-consultants for the preconstruction services including Elements Architecture for Architectural and Engineering Services and Mauell for Technology Engineering and Furniture Design.

At CB2, we understand the need to provide experienced staff. Our teams develop the project design to make sure the project can be built within the budget and schedule constraints. It is critical that products be used that create long term durability and require low maintenance. We keep an eye toward the details of the project with our exhaustive constructability and plan check review process. Over the past 5 years, CB2 company size has fluctuated between 13-20 employees relative to project workload. We are currently staffed with 15 employees ready to tackle the next challenge.



TAB B: Experience and References

We have completed projects in a variety of markets including Tenant / Building Improvements, Critical Facilities / Infrastructure, Mixed-Use / Commercial Renovations, and Renovations. Below is a list of completed project specific to Control Rooms.

Pacific Gas & Electric | Fairfield Information Operations Center (FFIOC) – Enterprise Network Operations Center (ENOC) Control Room
2016

Complete electrical engineered design, build, install turn-key buildout of operations center control room. Coordinated MEP systems, task specific lighting, operator furniture consoles, video wall panel systems, and redundant power.

Ron Espana
425 Beck Ave. Fairfield, CA
925.968.4456
R1E4@pge.com

Pacific Gas & Electric | Vacaville Grid Control Center (GCC) & Rocklin Grid Control Center (GCC)
2016

Design Build with Elements Architecture for complete lighting restructuring of PG&E's primary and backup Grid Control Facilities. Work included installation of specialized task-lighting for console operators' desks with individual controls and a master override controller. Replaced all existing light fixtures in RGCC Control Room with recessed LED fixtures tied into new Crestron light control system programed and tested with Mauell (AV Consultant).

Ron Espana
4940C Allison Pkwy. Vacaville, CA
3655 Cincinnati Ave. Rocklin, CA
925.968.4456
R1E4@pge.com

Pacific Gas & Electric | ADMS Concord Training Center
2018

The ADMS project was part of PG&E's program to upgrade existing management systems utilized by control centers to increase efficiency. Project involved converting an existing space into a test lab complete with training/monitoring stations and a video wall with a dedicated monitor array, as well as hotel stations and collaboration space.

Ron Espana
1020 Detroit Ave., Concord, CA
925.968.4456
R1E4@pge.com

Trans Bay Cable | TBC Pittsburg Control Room
2016

A modernization project of an existing 4,000 sf building which turned it into a state-of-the-art Control Building which included a Control Room with specialized light fixtures and new video wall.

Michael Blunt
570 W 10th Street, Pittsburg, CA 94565
925.206.0483
michael.blunt@transbaycable.com

Solano County | Registrar of Voters Relocation
2019

Renovation of a cold shell fourth floor office space to house the Register of Votes for Solano County. The space was used to house ballot and voting equipment, as well as the Register of Voters operations staff. This fourth floor space included (3) large staff/equipment spaces, a conference room, and a storage room. Work included: selective demolition, millwork, doors/frames/hardware, glazing, drywall/framing, tile work at restrooms for ADA compliance work, acoustical ceilings, flooring, painting, and all MEP trades.

Jorjet Potier
675 Texas Street, Fairfield, CA 94533
707.784.3309
mjpotier@solanocounty.com



TAB C: Team Qualifications

DESIGN/BUILD GENERAL CONTRACTING SERVICES

CB2 Builders, San Francisco, CA

Lori Campagna, CEO/CFO

15 years at CB2 Builders

Lori has worked in the commercial construction industry for over 25 years. She takes a hands-on approach to many roles within the company. As a woman-owned business enterprise, we can provide additional contract opportunities and participate in supplier diversity programs. Our mission is to complete projects of superior quality, on schedule and under budget, while providing the highest level of customer service possible.

Tony Campagna, President/Operations Manager

15 years at CB2 Builders

Tony brings over 30 years of construction experience to the company. As Operations Manager, he leads each team from preconstruction through completion focusing on constructability and technical issues, schedule and cost. He embraces an Integrated Project Delivery approach where the alignment of the interests of the primary team members results in a collaborative, value-based process that provides the most effective and efficient design and build out. Tony's knowledge and solid nature make him the 'go to' person.

Charlie Phipps, Senior Project Manager (Project Lead)

3 years at CB2 Builders

Charlie has 20 years of commercial construction project management experience specializing in tenant improvement projects. As project manager, he oversees the construction process for the project's duration, working with owner representatives, subcontractors, and suppliers and working closely with the superintendent is responsible for budget and schedule adherence.

Mike Ortiz, Senior Superintendent

4 years at CB2 Builders

Over 17 years of overall experience in the construction industry. Mike has experience running several projects for PG&E and other State and private company facilities. Exceptional job site leadership for all site personnel. Highly skilled in all construction drawings and job specific specifications. Always provides a safe and clean job site throughout a project's duration.

Derek Perner, Project Engineer

2 Years at CB2 Builders

Derek has 10 years of experience reviewing RFPs, estimates, and contract documents to develop bid outlines and work plans. Prepares schedules and assured timely execution of all construction activities of subcontractors. Manages and coordinated work in accordance with the highest-quality workmanship. Secures building permits and maintained positive relationship with Clients, Building Owners, Engineers, and Property Managers. Documents conflicting field, plan, and specifications conditions and resolves changes with project teams.



ARCHITECTURAL AND ENGINEERING SERVICES ELEMENTS ARCHITECTURE

SCOTT HOLLAND, AIA ARCHITECT, PRINCIPAL

Elements Architecture, Inc. 6B Liberty, Suite 100, Aliso Viejo, CA 92656

CALIFORNIA LICENSED ARCHITECT NO. C23,872

EDUCATION:

BACHELOR OF ARCHITECTURE, 1989

CALIFORNIA POLYTECHNIC STATE UNIVERSITY, SAN LUIS OBISPO

PROFESSIONAL EXPERIENCE:

ELEMENTS ARCHITECTURE: 10/2006 - PRESENT

(Formerly DesignARC / Orange County, Inc.)

DESIGNARC / ORANGE COUNTY, INC. 5/1990 - 8/2006

BARASCH ARCHITECTS 8/1989 - 5/1990

CAREER HIGHLIGHTS:

As a principal of Elements Architects (formerly DesignARC / Orange County, Inc.) since 1998, Mr. Holland is responsible for all aspects of the firm including managing the Southern California Edison Corporate Account. Mr. Holland was a founding member of DesignARC, / Orange County, Inc. in 1990. Mr. Holland has successfully managed numerous successful commercial and residential projects.

COMPLETED PROJECTS:

Trans Bay Cable Control Room Modernization
SRP Arizona Control Room GAP Study
PG&E ADMS Lab Control Room Training Center
PG&E Back-up Control Center Lighting Modernization project.
PG&E Primary Control Center Lighting Modernization project.
SCE Control Room Modernization Project
SCE Chino Airport Aircraft Operations Facility
SCE Windhub Substation Control Bldg.
SCE Wildomar Service Center: Programming and Entitlements
SCE IOC: I.T. Expansion Tenant Improvements
SCE Rancho Vista Substation: MEER and Administration Buildings
SCE Mesa Substation: Control Building Addition
SCE Santa Ana Building C: Southern Grid Management Facility
SCE Chino Office Facility
Coast Hills Community Church

Elements Architecture has extensive experience working on Control Room Projects for major utilities throughout California. Our clients include Southern California Edison Company (SCE); Pacific Gas & Electric (PG&E) and other utilities throughout the country.

PG&E:

- We worked with CB2 Builders to completely redesign the lighting for the primary and back up Control Facilities for PG&E.
- Our lighting design included selecting the proper fixtures for providing task-lighting to the console work surfaces without adding unnecessary glare to the video display wall.
- Each system operator was given individual control of the task lighting at their respective console. Master override control for the lighting could be controlled by the Supervisor(s).
- We also worked with CB2 Builders on the design of a training facility for their system operators.

TRANS BAY CABLE:

- We worked with CB2 Builders to complete a modernization of an existing 4,000 SF Pre-Engineered metal building to provide a state of the art Control Building.
- A new video wall was installed in the Control Room.
- State of the art lighting was also provided like the PG&E projects.
- The War / Conference Room facing the Control room was provided with phase changing glass, so privacy could be provided when needed.



TECHNOLOGY DESIGN SERVICES AND FURNITURE SINGLE SOURCE VENDOR MAUELL

SANDY GUSWILER, SENIOR PROJECT MANAGER

Mauell Corporation 31 Old Cabin Hollow Rd., Dillsburg, PA 17019

Sandy has 7 years at Mauell and has over 20 years of overall PM field experience. As the primary point of contact with the Customer's project leads, Sandy is a strong proponent of communication and identifying potential risks and challenges at the outset of a project. Some of her key recent projects have included multiple direct LED video walls at Exelon Constellation and virtually all of the transit panel jobs Mauell has landed in the last three years.

Some of Sandy's key project management tasks include the following:

- Planning, executing, and closing out projects
- Managing scope, schedule, and budget to ensure that the projects close on time, within budget, and that the deliverables are successfully met
- Collaborating with architects, engineers, and other construction personnel
- Working closely with Mauell's Estimation Department to provide preliminary project schedules and labor estimates
- Frequent communication and collaboration with upper management to share in-project status reports and reviews of schedule and budgets

Major Projects Managed:

Bruce Power: Unit 3 Second Full Scope Nuclear Simulator; multi-million dollar project with stringent quality, testing, and fidelity requirements

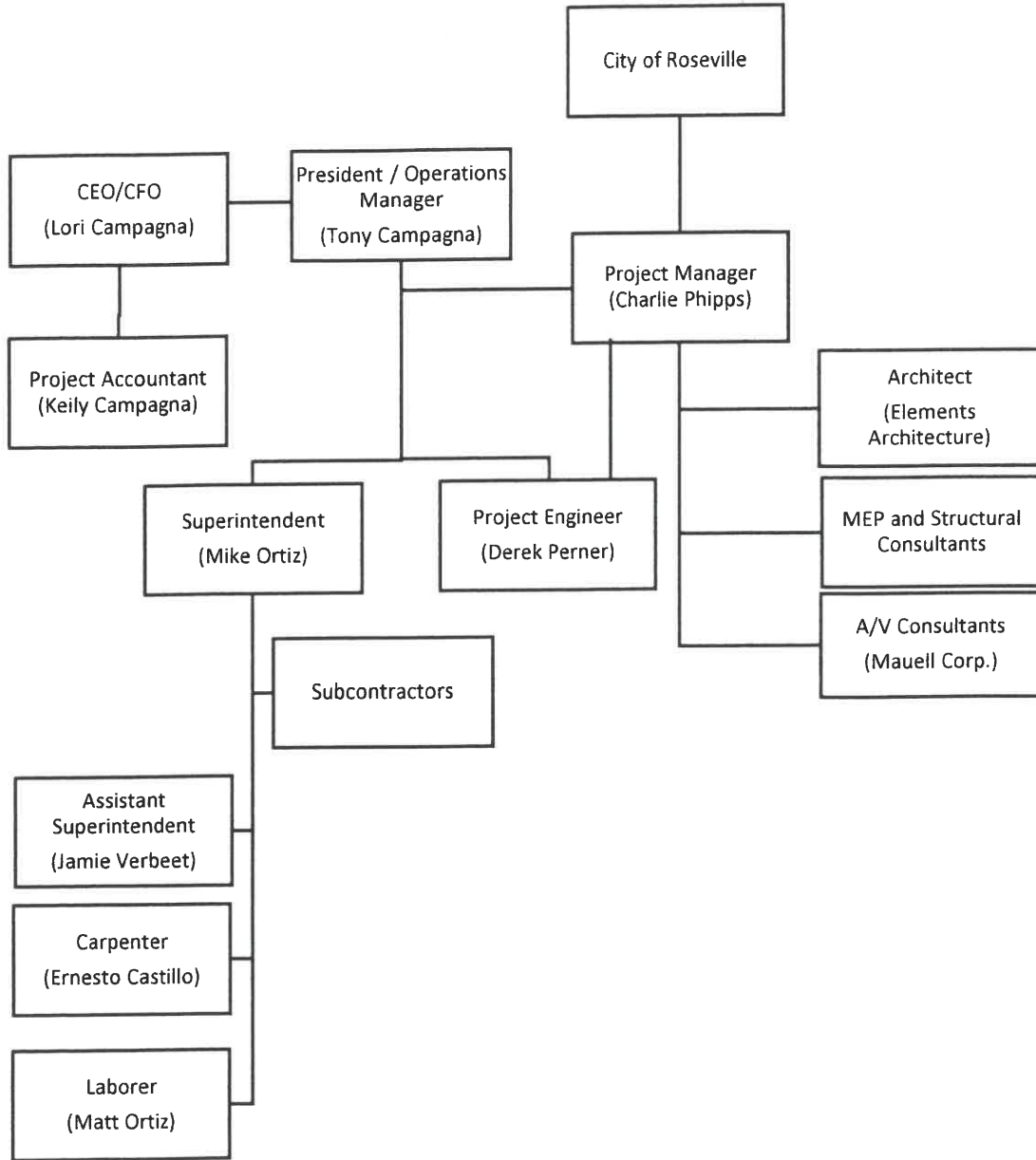
Exelon Corporation: multiple Direct LED video walls, LCD panel-based video wall, interconnected specialty A/V system and Mauell's Xomnium display wall controller system platform

Pacific Gas & Electric: multiple control room modernizations, including supply of large video display arrays, operator consoles, and coordination of internal and subcontracted resources

Southern Company: video display wall, operator consoles, and storage furniture for a large water plant in the Alabama Power system

City of Burbank Water & Power: video display wall and operator consoles with advanced customized features requiring full engineering design and verification

Sandy previously managed key projects for Detroit Energy, San Diego Gas & Electric, Eversource, New Jersey American Water, Energy United, MISO, National Grid, Baltimore Gas & Electric, Tampa Electric, CLECO, and Vectren among many others. Sandy has also steered most of Mauell's major transit panel and simulator glasstop projects via Alstom, Siemens, Ansaldo, Western Services, and GSE.



TAB D: Project Understanding

The Scope of Work includes renovating an existing 1,400 SF Electric Dispatch Center to improve functionality. The proposed interior building improvements include new ceilings, lighting, finishes, control consoles, video display wall, and related upgrades to the existing electrical and mechanical system(s).

We will begin by confirming the basis of design and verifying the owner's project requirements for this renovation using the new architectural/engineered space plan developed by Elements Architecture, which will incorporate the technology and equipment provided and installed by Mauell. This architectural plan will identify the specific agreed upon renovation work which can then be provided to subcontractors for pricing which is needed to completely capture the total cost of this remodel.

Design Phase Details

Deliverables: Mauell deliverables include the following:

- A. Interactive onsite programming session to understand client's goals, operational nuances, processes, and existing inventory, networks, and infrastructure.
 - Mauell representative will travel onsite to begin the data discovery process and provide an orientation of the project. Mauell will meet with and interview operators and key personnel to obtain information such as operator capability, shift schedule, daily processes, crisis managements processes, applications, IT connectivity, security concerns, ADA compliance, and other important data critical to the design process. The interviewees should be a sample or composite of the control room operators, supervisors, and management staff.
 - While onsite during the data discovery meeting, a Mauell representative will visit with the Customer's internal (Facilities Department) or outsourced A/E representatives (Design Manager) to discuss room aesthetics, constructions (if required) parameters, power requirements, room environment, etc. (If applicable.)
- B. Concept Design Drawings [Block Layout Drawings (K100 / K101) on title block] of the Control Center drawn at 1/8" – 1'0" or larger scale. Floor plan shall include a conceptual representation of desks, furniture, and technology equipment within the control room walls.
 - Mauell will generate a top-view layout drawing incorporating non-specific technology within the control room only. Each system listed is identified on the drawing in a footprint layout indicating basic dimensions necessary to make room planning decisions and facilitate further discovery. This drawing will provide Mauell's recommendation for the room location within the building layout and an overview of the room's facilities and equipment.
 - Upon completion they will be presented via Go to Meeting to the customer for review. At this time Mauell will be displaying the CAD drawing and will have the ability to make live changes, based on the client's feedback.
- C. Design Drawings [Block Layout Drawings (K200 / K500 / K600) on title block] of the Control Center drawn at 1/8" = 1'-0" or larger scale. Depicting the elevation and section views of the console and video display systems, as well as an electric signal diagram.
 - Upon client acceptance of the design, Mauell will refine the conceptual layout and provide the following drawings:

- 2D, top view layout drawing incorporating overview display, workstations and support furniture.
 - 2D, top, front and side view drawing incorporating overview display, workstations and support furniture. Included in the layouts are sight line callouts, structure anchoring details and ergonomic information.
- D. Recommendations of lighting best practices, noise attenuation, and environmental considerations.
- 2D top view layout drawing of the recommended lighting configuration (only if current layout is deemed inadequate), showing hot/cold zones and color temperatures.
 - Mauell will document noise levels within the space to help control noise to lessen distractions.
- E. 3D Enhanced Rendering of the Control Room
- Upon completion of the Design Drawings, a 3D computerized rendering is generated that incorporates the components within the control room using architectural styling provided by Client. This service is provided for the control room only.
- F. A/V System Functional Use Statement
- To define the functionality and use of the proposed video wall and control system.
- G. BTU and Electrical Load Calculation Estimate
- This will include the BTU per hour load and electrical draw of all proposed A/V equipment.
- H. Typical Estimated Build Schedule
- The main goal of the Build Schedule is to provide a general timeline from the start of your project through its completion.
- I. Opinion of Cost for construction and equipment supply

Mauell's Project Services include the following: Project Management and Scheduling; Design, Drafting, Technical, and Mechanical Engineering; Approval Drawings & Documentation; Production, Manufacturing, Fabrication, and Assembly; ISO9001 Quality Assurance Testing & In-Project Inspections; Mockup Production; Factory Acceptance Test; Professional Installation Services; System Training and Final Documentation; Site Acceptance Test; and Project Closeout.

Scope of Work Overview to be further refined:

- Selective demolition of drywall partitions and selected finishes as needed for room modifications for revised configuration and new technology equipment.
- Frames/Doors/Hardware: provide and install (1) set of double entry door/frame, (1) single door and frame, relocate (1) single door, and provide a new aluminum frames for glass at offices. Aluminum frame and all hardware specifications to be provided.
- Glazing: Measure new frames & install new tempered glass at offices.
- Drywall/Framing: Install new framing & drywall for new walls (ceiling height), soffits, at door infills, and provide in wall backing for corresponding structural changes where/if necessary.
- Acoustical Ceilings: Existing Ceiling to remain or be modified if light fixtures are changed out or if new grid and ceiling tiles are selected. (Product Specifications To be Determined).
- Flooring (Resilient/Carpet Tile): Flooring specifications unknown - To be Determined)

- Painting: Paint all areas affected by construction with existing color scheme to match and unify final space or with new painting color scheme selected.
- ADA Work: Reconfigurations as required to comply with building accessibility codes and regulations
Possible ADA restroom work – Extent of work to be determined.
- MEP: All Mechanical/Electrical/Plumbing work as required for new room configuration and equipment accommodation for tenant improvement. Scopes to be determined.
- Security: Additional security access control devices (At designated existing & new entrances to be defined)
- Replacement and relocation of fire suppression system (currently Halon). Building Vendor Information provided in RFI # 2 response stated that Sierra Building Systems is the current Fire/Life/Sprinkler Vendor. Contacted Sierra and was told that they perform inspection/monitoring services only for the property. - (Scope of Work to be determined)
- Temporary Pinnable Map Wall provided by Mauell.
- Procurement, installation, and integration of new video display wall system provided by Mauell.
- Manufacture and install furniture: (4) single-position adjustable operator consoles, (1) Huddle Table, (4) Operator Task Chairs with arms and floor mats provided by Mauell.

Our established relationships with Mauell and Elements Architecture on previous projects will continue to be an asset as we manage this project through to completion.

TAB E: Project Plan

During pre-construction and design, CB2 Builders pays special attention to estimating and value-engineering. Senior Project Manager, Charlie Phipps will be the project lead with the with assistance from the project management team including owner level involvement from Tony Campagna. This team will be at the preconstruction design meetings to provide input on design issues and will be available as needed to Roseville and design consultants.

- **Teamwork approach to construction management.** We see ourselves as an integral team member to the success of the project. Communication is the key to our success and with our constant review of scheduling, estimating, value engineering, and constructability issues we have a proven track record of helping to create successful projects. We constructively provide input on every critical decision of system and product selection.
- **We set ourselves apart from our competition in our ability to manage the project budget.** During preconstruction we do this by having a thorough understanding of the documents by completing take-offs of every division of work and not relying solely on subcontractor pricing. Starting from the beginning with each set of documents also allows us to see where every change has occurred to identify items that have been added to the budget so the owner can make an informed decision as to which items should be taken back to the prior condition.
- **We competitively solicit and analyze subcontractor / supplier proposals.** We have a substantial data base of loyal subcontractors. We treat our subcontractors fairly and pay promptly and as a result have a loyal following of talented subcontractors and suppliers. In busy markets we can consistently attract bidders, where others have struggled, because of our strong track record.
- **We complete project scheduling and information management in-house using Microsoft Project and Procore software.** Project schedules are critical for a variety of reasons and are a top priority of our construction team. The master schedule is broken into three-week look-ahead schedules, so work is being planned daily. This is reviewed with all impacted subcontractors at the weekly meetings to assure that long lead items are approved for use and ordered in a timely manner. Conformance to the master schedule is reviewed by all levels of our company to assure that schedule slippage does not occur. In the event of any potential schedule disruption, we are immediately planning additional resource, overtime, or resequencing of work to avoid any schedule impact.
- **Quality control and quality assurance are of utmost importance as they are our signature on every building we construct.** We have no tolerance for poor quality because it is a direct reflection on our reputation. We expect that every level of project personnel makes quality a priority and we look for any issues that impact this from the submittal review to project inspection.

Project Architectural Service Deliverables:

TASK 1 - PROGRAMMING; OPR & BOD DOCUMENTS

Elements Architecture will work with the CB2 Builders Project Manager and Project Stakeholders to develop OPR (Owner's Project Requirements) and BOD (Basis of Design) Documents. These documents shall be reviewed and approved by the City of Roseville prior to commencing Schematic Design.

SUB-TASKS:

1. Attend a kickoff meeting at the site to review the existing field conditions and confirm the scope of work.
2. Assist CB2 Builders with the preparation of the OPR (Owner Project Requirements)
3. Incorporate comments received from City of Roseville and the other Project Stakeholders
4. Assist CB2 Builders with the preparation of the BDO (Basis of Design)
5. Incorporate comments received from City of Roseville and the other Project Stakeholders
6. Issue final OPR and BOD documents to the Project Stakeholders.

TASK 2 - SCHEMATIC DESIGN

The City has provided Schematic Drawings prepared by Robert E. Lamb, Inc. Elements Architecture will work with the CB2 Builders Project Manager and Project Stakeholders to confirm the Schematic Design Scope of Work for the project.

SUB-TASKS:

1. Review the current Schematic Design Package with the Project Stakeholders.
2. Incorporate Project Stakeholder's comments and issue final Schematic Design Package for approval.

TASK 3 - CONSTRUCTION DOCUMENTS

Based on the approved Design Development Package, and comments received from the Project Stakeholders, Elements Architecture will prepare a complete set of Final Design Construction Document Drawings and Specifications setting forth in sufficient detail the architectural, structural, electrical, mechanical, and plumbing scope of work required to construct the project. Submittal to the City of Roseville Building Dept. for plan check and permits has been included in Task 4: Permit Processing.

SUBTASKS:

1. Initial meeting at the site with the full consultant team to verify the existing field conditions and scope of work.
2. Use the approved Schematic Design Package as a foundation for the Final Design construction documents.
3. Coordination with the CB2 Builders and their subcontractors for all project requirements including the design-build electrical, mechanical, and plumbing systems.
4. Coordination with the Elements Architecture structural, electrical, mechanical and plumbing consultants for all drawings, specifications and calculations.
5. Coordination with the City of Roseville Staff and other Project Stakeholders.
6. Coordination with the CB2 hired Audio / Visual Consultant regarding the requirements for the new display walls.
7. Coordination with the CB2 Furniture vendor for all furniture and console requirements.

8. Produce a complete Final Design Construction Documents Package including architectural, structural, electrical, mechanical, and plumbing drawings and Specifications.

TASK 4 - PLAN CHECK PROCESSING

Once the Final Design Construction Document Package has been completed and approved by the Project Stakeholders, Elements Architecture will submit these documents to the City of Roseville Building Dept. for plan check processing and permit approval.

SUB-TASKS:

1. Initial Submittal of the Construction Document Package to the City of Roseville Bldg. Dept.
2. Incorporate Building Plan Check Comments into the Construction Document Package.
3. Submit Final Construction Document Package to the City of Roseville Bldg. Dept. for final approval.

TASK 5 - CONSTRUCTION SUPPORT

Elements Architecture's construction support includes submittal review, telephone support, and issuing of addenda as required during the construction phase of the project. Elements Architecture will also attend a Punchlist Job-walk at the site during the construction period.

SUBTASKS:

1. Phone support and issuing of addenda during the construction process.
2. Review and approve the submittals and shop drawings.
3. Timely responses to Requests for Information (RFI's).
4. Participate in weekly project status conference calls throughout the construction duration of the project.
5. Attend a Punchlist Job-walk at the site (one for each phase) with the General Contractor and Client once the project is deemed substantially complete to prepare a punch list
6. Review the completion of the punch list items.

TASK 6 - RECORD DRAWINGS

The Architect / Engineer shall prepare Record Drawings based on changes to the design that have occurred during Construction. During construction, the Architect / Engineer shall have reviewed all revisions and changes and shall have recommended approval of the set of drawings and specifications maintained by the Contractor during construction.

SUBTASKS:

1. Receive set of red – lined construction drawings prepared by the Contractor indicating the changes that have occurred during the construction phase of the project.
2. The Architect / Engineer's preparation of the Final Record Documents shall indicate all revisions and changes that have been made during construction to provide the Client with a correct and complete record of the project as actually constructed.
3. The Architect / Engineer shall deliver to CB2 Builders Record Drawings and Specifications within 45 business days from receipt of the red – lined drawings prepared by the General Contractor.
4. Record Drawings shall be prepared according to the Client's Standards.
5. Final Record Drawings to be submitted to the Client shall include (1) set of bond prints signed by the Architect of Record; and (1) CD with both PDF and electronic cadd files.

Mauell will conduct user training for all new equipment and technology.



CB2 Builders prides itself in the small/medium company size that allows owner-level oversight and input on each project. Project Mangers report to Tony Campagna, President and Operations manager of CB2 Builders and Lori Campagna, CEO / CFO, throughout the construction period.

Senior Project Manager: Charlie Phipps

Senior Superintendent: Mike Ortiz

Project Engineer: Derek Perner

Project Manager:

- Construction management, estimating, and cost control
- Review of subcontractors, subcontractors' claims, submittals, etc.
- Value engineering
- Schedule management

Superintendent:

- Primary job site authority and overall job site supervision
- Coordination of subcontractors
- Quality control
- Safety management with independent authority for safety matters



TAB G: Attachments

Assurance of Designated Project Team:

CB2 Builders assures that the designated project team, including sub-consultants or sub-contractors (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-consultant(s) or sub-contractor(s) shall not be made without the prior written approval of the City.

Conflict of Interest:

CB2 Builders warrants that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.

Indemnification & Insurance Requirements:

CB2 Builders has the ability and agrees to fulfill the indemnification and insurance requirements contained in the sample contract.

Proprietary Information:

CB2 Builders attests that nothing contained within this proposal is proprietary except for that contained within a separate envelope marked "confidential."

- Attachment A: Executed copy of Proposer's Certification
- Attachment B: Contractor Licenses
- Attachment C: Subcontractor List
- Attachment D: Executed Non-collusion Declaration

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

CB2 Builders, Inc.
NAME OF BUSINESS

T. Campagna
SIGNATURE

Tony Campagna, President
NAME & TITLE, TYPED OR PRINTED

505 Beach Street, Suite 210, San Francisco, CA 94133
MAILING ADDRESS

415.402.0361
TELEPHONE NUMBER

tony@cb2builders.com
EMAIL

Type of Organization:

Sole Proprietorship Corporation State of Incorporation

Partnership Limited Liability Company

Attachment B

CONTRACTOR LICENSES

List the licenses held by your company and/or employees. The following representations are made under penalty of perjury:

CA State Lic No.	Name on License	Class/Type	Expiration Date
<u>873875</u>	<u>CB2 Builders, Inc.</u>	<u>B</u>	<u>03.31.2020</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Do you have a City of Roseville Business License? Yes ___ No X (will obtain upon award)

License # _____

***For Public Works Projects (SB854):** Contractors must register with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their proposal. Contractors may register at: <http://www.dir.ca.gov/public-works/publicworks.html>

DIR contractor registration number and expiration date:

* 1000055290 6/30/2020



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **873875** Entity **CORP**

Business Name **C B 2 BUILDERS INCORPORATED**

Classification(s) **B**

Expiration Date **03/31/2020**

www.cslb.ca.gov



Attachment C

SUBCONTRACTOR LIST

If subcontractors will not be used, proposer must write "NONE". For construction contracts, in accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, Contractors must list the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater.

Company Name Elements Architecture
Principal Scott Holland, AIA Architect
Address 6B Liberty #100
City Aliso Viejo, CA 92656
Phone 949.488.0865
Job capacity _____
Percentage of total work _____
Licenses and numbers C23872
DIR Contractor Registration Number & Expiration Date 1000546092 Exp. 6/30/20

Company Name Mauell Corporation
Principal Gary Suchy Sr., President/CEO
Address 31 Old Cabin Hollow Rd
City Dillsburg, PA 17019
Phone 717.432.8686
Job capacity _____
Percentage of total work _____
Licenses and numbers 102317159 Seller Permit Number
DIR Contractor Registration Number & Expiration Date 1000050019 Exp. 6/30/22

Attachment D

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of CB2 Builders, Inc., the party making the foregoing bid.

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12/20/19, at 505 Beach Street, Suite 210, San Francisco, California.



(Signature of Declarant)



April 20, 2020,

Emily Isaacs
Roseville Electric Utility
 2090 Hilltop Circle
 Roseville, CA 95747

RE: Design and Construction Services for Design-Build Electric Dispatch Center Renovation Project
 2090 Hilltop Circle
 Roseville, CA 95747

Dear Emily,

We are pleased to provide you with our **Revised/UPDATED** Construction ROM GMP Cost Basis scope of work for the above referenced project. Please review the revised/clarified scopes of work and attached Revised Cost Sheet.

Scopes of Work:

Selective Demolition: 024119	<ol style="list-style-type: none"> 1. Demo (E) suspended acoustical ceiling system, light fixtures including all supports and anchors. 2. Remove sheet rock for installation of added steel backing for video wall. 3. Remove & salvage (E) (FLS) horn/strobe/occupancy and salvage for possible reuse. 4. Remove (E) door assemblies identified for removal/relocation. 5. Remove (E) partitions, soffits and all associated electric and data outlets not to be utilized. 6. Remove (E) thermostats and salvage for possible reuse. 7. Remove (E) carpet, rubber base, and flooring.
Frames/Doors/Hardware: 081000	<ol style="list-style-type: none"> 1. Install relocated wood door with existing hardware in new aluminum frame. 2. Furnish and install (1) set of double wood doors with vision panels at entry in new aluminum frame. 3. Furnish and install frames for new glass wall at Sr. Operators Room. 4. Install new door closures, sweeps, and seals.
Glazing: 88000	<ol style="list-style-type: none"> 1. Provide (N) glass panels at Sr. Operators Room. Supply and install 3/8" tempered butt glazed glass panels installed in aluminum channel frames at office front installed in ceiling soffit, not full height glass panels.
Drywall/Framing 092900	<ol style="list-style-type: none"> 1. Provide (N) wall infills. 2. Provide wall backing for fixtures and special equipment as needed. 3. Provide (N) gyp bd headers/soffit above new glass panels and furred walls. 4. Repair all demo scars. 5. Fire sealing at all penetrations of protected areas. 6. Added Structural framing for video wall. 7. Level 4 finish on new walls.
Acoustical Ceilings 095100	<ol style="list-style-type: none"> 1. ROM Estimate cost provided for new ceiling system is a place-holder cost since new ceiling grid and tile configuration will be based on what is designed and specified the by architect which will include new light fixtures which have not been specified. – 1400 sf.

Flooring (Carpet Tile/Resilient Flooring): 096500	<ol style="list-style-type: none"> 1. ROM Estimate cost provided for new flooring is a place-holder cost since new flooring specification has not established and will be based on what is designed by architect with the new dispatch room’s new configuration and furniture/fixture layout. To match existing materials to use carpet tile, rubber base, and resilient/rolled goods flooring, specifications to be determined. – 1400 sf.
Flooring (Access Flooring)	<ol style="list-style-type: none"> 1. The room’s access flooring will need to be accessed in certain areas for under floor work to occur for reworked electrical, cabling, and controls conduit interconnects to accommodate the new furniture and fixtures for the new dispatch room. 2. A specialized access flooring subcontractor may be utilized as necessary to ensure that the access flooring is reestablished and leveled prior to the installation of new flooring.
Painting: 099000	<ol style="list-style-type: none"> 1. Paint all new walls, soffits and adjacent walls affected by construction in and around the dispatch control room with an existing color scheme to match and unify space or introduce new color scheme to be selected. No wallcovering is included since none was specified.
ADA Work: 101400	<ol style="list-style-type: none"> 1. ADA scope of work included in this proposal is based on the 2017 ADA Barrier Report for the entire building: 2090 Hilltop Circle per budget estimates provided. 2. Per Report Evaluation Number PU16-0016. For Exterior Accessible Routes and Men’s/Women’s Plumbing Fixtures & Elements to be addressed, Finding Number’s: 4, 13, 15, 80, 82, 83, 94, & 97 items only. There is only one restroom within the area of the Dispatch Center which may only need to be addressed. The City of Roseville building department will need to make the determination on what ADA work should be completed in the building.
Storage Lockers/Shelving: 105601	<ol style="list-style-type: none"> 1. Provide (5) ea. Storage Lockers & Shelving specifications to be provided. Allowance Requested.
A/V Equip/Video Wall Displays: 115200	<p>Mauell Technology Deliverables:</p> <ul style="list-style-type: none"> • Video Wall System – 3-high by 4-wide, 55” UHD LCD Panels • 40” FHD LCD Flanker Panels (qty. 6) • Wall Mount System • Allowance for Display Wall Controller System • Allowance for Room and Personal Audio • Allowance for Equipment Rack • Allowance for Communication Cabling and Interconnections • Allowance for Trim and Cladding • Allowance for Temporary Pinnable Map Wall and Whiteboard
Workstation Consoles (Furniture): 123501	<p>Mauell Furniture Deliverables:</p> <ul style="list-style-type: none"> • Single-Position Adjustable Operator Consoles (qty. 4) • Huddle Table (qty. 1) • 24/7 Operator Task Chairs with Arms and Floor Mats (qty 4) • Packing & Shipping Services (to Roseville, CA)

Furniture Additional: 125000	Added furniture to be further defined: individual workstation, binder cabinet storage as shown under wall panels, flat file storage cabinet as identified. This furniture could be sourced through Mauell to match new consoles, etc. Allowance Cost Requested.
Fire Suppression: 210000	<p>ROM Estimate cost provided for the replacement and relocation of the existing Halon Fire Suppression System is a place-holder allowance cost since we did not now at the time of bidding who the Fire Protection vendor was for the building. The scope of work is to provide a new FIKE FM-200 Fire Suppression System application to protect the Dispatch Center Room. To provide the Design/Submittal package, Roseville FD Permit fee, FIKE Fire Suppression Equipment, Installation, Project Management, Pre and Final Testing services for the area as listed. In addition to supplying and installing the new Clean Agent System we will demo and remove the existing Halon System.</p> <p>Equipment to Include:</p> <p align="center">FIKE System Equipment List</p> <ul style="list-style-type: none"> • FIKE FM-200 Releasing Control Panel w/ batteries (1) • FIKE Smoke Detectors w/ bases (26) • FIKE Abort Stations (4) • FIKE Manual Release Stations (4) • FIKE Monitor Modules (6) • FIKE Relay Modules (2) • FIKE Maintenance Bypass Switch (1) • Horn/Strobes (2) • Strobes (5) • CA Tank (1) • FM-200 Clean Agent (550#) • CA Nozzles (6) • Signs (lot) • Pre-Test (1) and Final (1) Functional testing to be witnessed by local authority • Fire Dept. Permit fee • As Built Drawings • One-Year warranty on System Components
HVAC: 230000	<p>HVAC scope of work to include:</p> <ul style="list-style-type: none"> • Reworking of existing duct runs in space to accommodate the new dispatch room configuration • Provide new 18" x 18" supply/return grills in new acoustical ceiling • Add one additional linear diffuser at video wall panels ceiling area • Install fire smoke dampers • Air balance of remodeled space <p>The Dispatch Center is currently served by two dedicated HVAC package unit on the roof, a primary and a secondary backup unit. The primary unit is approximately 11 years old and the secondary unit is approximately 20 years old, yet it is utilized very little. All existing HVAC units which serve the dispatch center were to remain and continue to be utilized.</p>
HVAC Controls: 230923	To be provided by building controls vendor.
Electrical: 260000	ROM Estimate cost provided for electrical work is a place-holder cost since we were not provided with the MEP as-builts and we did not know at the time of bid who was the building's Electrical vendor. Additionally, specifications have not been established

	<p>and will be based on what is designed by architect with electrical requirements and light fixtures to be determined with the new dispatch room's new configuration and Mauell's furniture/fixture layout and electrical load requirements. There appears to be adequate power and circuits available in the existing dispatch center, but an electrical load calculation will need to be done for the new equipment being installed in order to assess additional electrical work which may be needed.</p> <p>Our scope of work includes:</p> <ul style="list-style-type: none"> • New power runs for new console work-station locations • Underfloor AV/LV conduit interconnects • Connects/disconnects for HVAC, Fire Suppression, and Controls Systems • New recessed ceiling light fixtures installed in the new acoustical ceiling • Additional Duplex (GFI) outlets • Power/switching for entrance doors • New LED exit signage • T-24 lighting controls, additional conduit, back-boxes as needed • Commissioning. <p>We did not include any new electrical panels or added circuitry.</p>
<p>Fire Alarm Systems (FLS): 283100</p>	<p>ROM Estimate cost provided for fire alarm/ fire life safety (FLS) work is a place-holder cost since we were not provided with the MEP as-builts and we did not know at the time of bid and who was the building's Fire Alarm System vendor. The Fire Alarm System vendor will be a sub to the electrician and this work will be defined per code requirements incorporated into the plans by the architect.</p> <p>The scope of work will be minimal and involve the replacement and/or relocation of one or two existing devices as walls were removed as part of the renovation to accommodate the new configuration.</p>
<p>Security Access Control Devices: 283101</p>	<p>ROM Estimate cost provided for security access control device to be installed at entry doors only. Added device installations to be defined by client and architect.</p>

See attached Revised Cost Sheet Dated: 4/20/20

Clarifications:

1. All work to be performed during regular hours.
2. Contractor will provide industry standard (1) one year warranty.
3. All subcontractor(s) to provide standard (1) one year warranty including any applicable manufacturer's limited warranty unless otherwise noted.
4. The General Conditions costs for change orders shall be calculated at the cost to administer the change.
5. This proposal is valid for (30) days.

Exclusions:

1. We assume all existing construction conforms to current code requirements. Any modification required upgrading existing architectural and/or MEP elements other than shown on the drawings is excluded.
2. All building charges, including but not limited to utilities, security, and engineer costs.
3. Quantity verification and quality control of Owner provided reused materials.
4. Replacement of any damaged/defective Owner provided reused materials.
5. Building Information Modeling (BIM) services.
6. Keying.
7. Seismic upgrade of existing installations.
8. Haz-mat (containment, abatement, disposal, etc.)

Should you have questions regarding any of the above, please do not hesitate to contact me.

Sincerely,

Charlie Phipps

Senior Project Manager

Project: Roseville Design-Build Electric Dispatch Renovation Project
Address: 2090 Hilltop Circle, Roseville, CA
 Roseville, CA 95678

Date: 4/20/20
Est.: CTP

Code	Description	Subcontractor	PRECON	ROM CONSTRUCTION	TOTAL
007200	General Conditions	CB2 Builders	52,017.32	67,713.00	119,730.32
008000	Precon Architectural/Design	Elements/Mauell	103,070.00	15,250.00	118,320.00
009001	Consulting Engineer - MEP	Elements Architecture	Included	Included	0.00
009003	Consulting Engineer - Structural	Elements Architecture	Included	Included	0.00
010000	General Requirements	CB2 Builders	1,176.93	7,302.35	8,479.28
015623	Temporary Map Wall	Mauell		Included	0.00
017423	Final Cleaning	CB2 Builders		770.00	770.00
024119	Selective Demolition	CB2 Builders		9,800.00	9,800.00
081000	Frames/Doors/Hardware			15,096.00	15,096.00
088000	Glazing			3,600.00	3,600.00
092900	Drywall/Framing			14,801.90	14,801.90
095100	Acoustical Ceilings			28,000.00	28,000.00
096500	Flooring (Resilient / CT)			14,000.00	14,000.00
096900	Flooring (Access Flooring)			5,000.00	5,000.00
099000	Painting			6,000.00	6,000.00
101400	ADA Work			27,000.00	27,000.00
105601	Storage Lockers / Shelving	Allowance		5,000.00	5,000.00
115200	A/V Equip / Video Wall Displays	Mauell		307,500.00	307,500.00
123501	Workstation Consoles (Furniture)	Mauell		202,500.00	202,500.00
125000	Furniture Additional	Allowance		5,000.00	5,000.00
210000	Fire Suppression			125,500.00	125,500.00
230000	HVAC			32,360.00	32,360.00
230593	Testing, Adjusting, and Balancing			1,620.00	1,620.00
230923	HVAC Controls			3,000.00	3,000.00
260000	Electrical			93,576.00	93,576.00
270001	Audio Communications Systems			Excluded	0.00
271500	Cabling			Excluded	0.00
283100	Fire Alarm System (FLS)			6,940.00	6,940.00
283101	Security Access Control Devices	Allowance		7,000.00	7,000.00
		Subtotal	156,264.25	1,004,329.25	1,160,593.50
003146	Permits and Licenses	0.00%		900.00	900.00
400200	Insurance (PL/PD/GL/U/WC)	1.75%		17,591.51	17,591.51
400300	Insurance (Builders Risk)	0.10%		1,022.82	1,022.82
400500	Fee	7.00%		71,669.05	71,669.05
400400	Gross Receipts Tax	0.23%		2,519.68	2,519.68
017833	Bonds	1.85%		20,313.60	20,313.60
		TOTAL	156,264.25	1,118,345.92	1,274,610.16

Company Confidential

ID	Task Mode	Task Name	Duration	Start	Finish	% Complete	Predecessors
1	Task	ELECTRICAL DISPATCH CENTER RENOVATION	226 days	Fri 12/20/19	Mon 11/16/20	4%	
2	Task	PRE-CONSTRUCTION	66 days	Fri 12/20/19	Fri 3/27/20	79%	
3	Task	RFP Due Date	0 days	Fri 12/20/19	Fri 12/20/19	100%	
4	Task	Contractors Interviews	5 days	Tue 1/21/20	Mon 1/27/20	100%	
5	Task	Contract Negotiations	46 days	Fri 12/20/19	Fri 2/28/20	87%	
6	Task	Contract Approval by City Council	0 days	Fri 3/20/20	Fri 3/20/20	0%	5
7	Task	Issue Subcontracts	6 days	Fri 3/20/20	Fri 3/27/20	0%	6
8	Task	DESIGN & CONSTRUCTION SUPPORT	150 days	Mon 3/30/20	Mon 11/2/20	0%	
9	Task	Kickoff Meeting	1 day	Mon 3/30/20	Mon 3/30/20	0%	7
10	Task	Develop OPR	10 days	Mon 3/30/20	Mon 4/13/20	0%	7
11	Task	OPR review/approval	5 days	Tue 4/14/20	Mon 4/20/20	0%	10
12	Task	Schematic Design Package 60%	15 days	Mon 3/30/20	Mon 4/20/20	0%	7
13	Task	Develop BOD	10 days	Tue 4/21/20	Mon 5/4/20	0%	11
14	Task	Detailed A/V & Data Design Drawings	5 wks	Mon 3/30/20	Mon 5/4/20	0%	7
15	Task	BOD review/approval	5 days	Tue 5/5/20	Mon 5/11/20	0%	13
16	Task	60% SD Review Comments / Meeting	5 days	Tue 5/5/20	Mon 5/11/20	0%	14FF,15FF
17	Task	Design Development 90%	15 days	Tue 5/12/20	Tue 6/2/20	0%	16
18	Task	90% DD Review Comments / Meeting	5 days	Wed 6/3/20	Tue 6/9/20	0%	17
19	Task	Construction Documents 100%	10 days	Wed 6/10/20	Tue 6/23/20	0%	18
20	Task	100% Final Design CD Review / Meeting	1 day	Wed 6/24/20	Wed 6/24/20	0%	19
21	Task	Issued for Permit Drawings	5 days	Thu 6/25/20	Wed 7/1/20	0%	20
22	Task	Permitting	20 days	Wed 7/1/20	Thu 7/30/20	0%	20
23	Task	Building Permit	0 days	Wed 7/1/20	Wed 7/1/20	0%	21
24	Task	Electrical Permit	10 days	Thu 7/2/20	Thu 7/16/20	0%	23
25	Task	Fire Suppression System Permit	10 days	Thu 7/2/20	Thu 7/16/20	0%	23
26	Task	Fire Alarm / Life Safety Permit	20 days	Thu 7/2/20	Thu 7/30/20	0%	23
27	Task	Construction Support	42 days	Tue 8/25/20	Mon 10/26/20	0%	22,101FF
28	Task	Record Drawings	5 days	Tue 10/27/20	Mon 11/2/20	0%	27
29	Task	PROCUREMENT	90 days	Tue 5/12/20	Fri 9/18/20	0%	
30	Task	Submittals	10 days	Tue 5/12/20	Tue 5/26/20	0%	16
31	Task	Fire Alarm / Life Safety	10 days	Tue 5/12/20	Tue 5/26/20	0%	16
32	Task	Fire Suppression System	10 days	Tue 5/12/20	Tue 5/26/20	0%	16
33	Task	Lighting Package	10 days	Tue 5/12/20	Tue 5/26/20	0%	16
34	Task	A/V Equipment	10 days	Tue 5/12/20	Tue 5/26/20	0%	16
35	Task	Millwork	10 days	Tue 5/12/20	Tue 5/26/20	0%	16
36	Task	Frames, Doors, and Hardware	10 days	Tue 5/12/20	Tue 5/26/20	0%	16

Project: MASTER
 Date: Tue 3/17/20

Task (Blue bar)
Split (Dotted line)
Milestone (Diamond)
Summary (Bracket)

Project Summary (Blue bar)
External Tasks (Grey bar)
External Milestone (Diamond)
Inactive Task (White bar)

Inactive Milestone (Grey bar)
Inactive Summary (Grey bar)
Manual Task (Blue bar)
Duration-only (White bar)

Manual Summary Rollup (Blue bar)
Manual Summary (Blue bar)
Start-only (Blue bar)
Finish-only (Blue bar)

Deadline (Green arrow)
Progress (Blue bar)
Manual Progress (Blue bar)

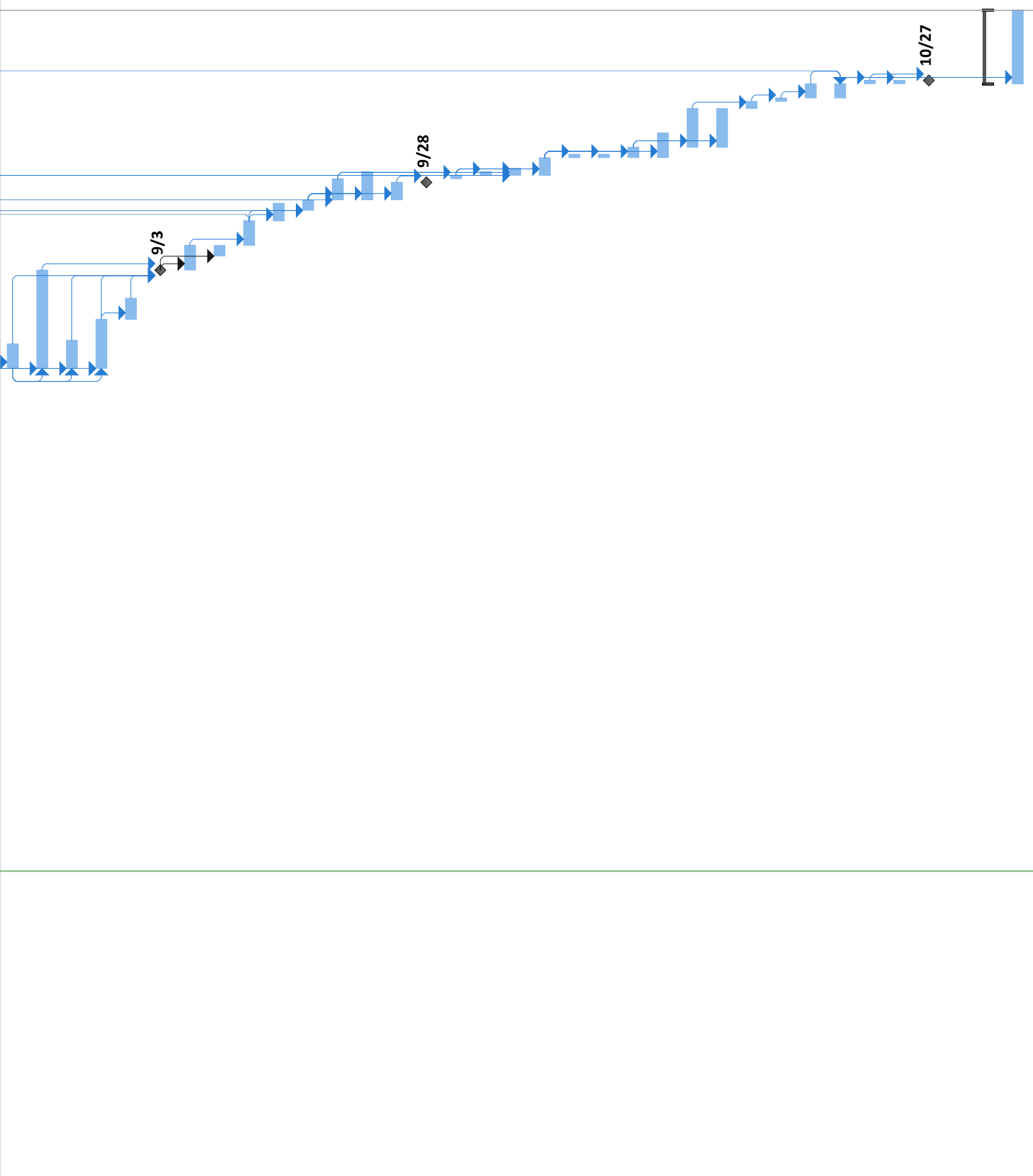
ID	Task Mode	Task Name	Duration	Start	Finish	% Complete	Predecessors
37	Task	Framing and Drywall	10 days	Tue 5/12/20	Tue 5/26/20	0%	16
38	Task	Glazing	10 days	Tue 5/12/20	Tue 5/26/20	0%	16
39	Task	Painting	10 days	Tue 5/12/20	Tue 5/26/20	0%	16
40	Task	Acoustic Ceiling	10 days	Tue 5/12/20	Tue 5/26/20	0%	16
41	Task	Access Floor	10 days	Tue 5/12/20	Tue 5/26/20	0%	16
42	Task	Flooring	10 days	Tue 5/12/20	Tue 5/26/20	0%	16
43	Task	Vinyl Base	10 days	Tue 5/12/20	Tue 5/26/20	0%	16
44	Task	Plumbing Fixtures, Fittings, etc.	10 days	Tue 5/12/20	Tue 5/26/20	0%	16
45	Task	Toilet Accessories	10 days	Tue 5/12/20	Tue 5/26/20	0%	16
46	Task	Signage	10 days	Tue 5/12/20	Tue 5/26/20	0%	16
47	Task	HVAC Ductwork & Controls	10 days	Tue 5/12/20	Tue 5/26/20	0%	16
48	Task	Data / Communications	10 days	Tue 5/12/20	Tue 5/26/20	0%	16
49	Task	Security & Access Control Systems	10 days	Tue 5/12/20	Tue 5/26/20	0%	16
50	Task	Modular Systems Furniture Workstat	10 days	Tue 5/12/20	Tue 5/26/20	0%	16
51	Task	Submittal Review	10 days	Thu 5/28/20	Wed 6/10/20	0%	30
52	Task	Order Console System & IT Equipment	10 wks	Thu 6/11/20	Thu 8/20/20	0%	51
53	Task	Order Video Display System	10 wks	Thu 6/11/20	Thu 8/20/20	0%	51
54	Task	Order Access Flooring	8 wks	Thu 6/11/20	Thu 8/6/20	0%	51
55	Task	Order Glazing	8 wks	Thu 6/11/20	Thu 8/6/20	0%	51
56	Task	Order Electrical Lighting and Power	8 wks	Thu 6/11/20	Thu 8/6/20	0%	51
57	Task	Order Security and Access Control Equip	8 wks	Thu 6/11/20	Thu 8/6/20	0%	51
58	Task	Order Doors, Frames, and Hardware	6 wks	Thu 6/11/20	Thu 7/23/20	0%	51
59	Task	Order Millwork	6 wks	Thu 6/11/20	Thu 7/23/20	0%	51
60	Task	Order Plumbing Fixtures	6 wks	Thu 6/11/20	Thu 7/23/20	0%	51
61	Task	Order Toilet Accessories	4 wks	Thu 6/11/20	Thu 7/9/20	0%	51
62	Task	Order Flooring and Base	20 days	Thu 6/11/20	Thu 7/9/20	0%	51
63	Task	Order HVAC Ductwork	2 wks	Thu 6/11/20	Wed 6/24/20	0%	51
64	Task	Mock Up / Order Paint	1 day	Fri 9/18/20	Fri 9/18/20	0%	51,81
65	Task						
66	Task	CONSTRUCTION	60 days	Thu 7/30/20	Tue 10/27/20	0%	51
67	Task	Mobilize / Preconstruction Conference	0 days	Thu 7/30/20	Thu 7/30/20	0%	22
68	Task	MEP / FA Safe-Off	1 day	Fri 7/31/20	Fri 7/31/20	0%	67
69	Task	Construction of Temporary Map Wall	2 days	Fri 7/31/20	Mon 8/3/20	0%	67
70	Task	Remove Halon Fire Suppression System	1 day	Mon 8/3/20	Mon 8/3/20	0%	68
71	Task	Selective Demolition	2 days	Mon 8/3/20	Tue 8/4/20	0%	68
72	Task	Layout New Wall Locations / Approval	2 days	Wed 8/5/20	Thu 8/6/20	0%	71

Project: MASTER
Date: Tue 3/17/20

Task Summary Rollup

- Task
- Split
- Milestone
- Summary
- Project Summary
- External Tasks
- External Milestone
- Inactive Task
- Manual Summary Rollup
- Manual Summary
- Start-only
- Finish-only
- Inactive Milestone
- Inactive Summary
- Manual Task
- Duration-only
- Deadline
- Progress
- Manual Progress

ID	Task Mode	Task Name	Duration	Start	Finish	% Complete	Predecessors	er 201; January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	
73		Framing	5 days	Fri 8/7/20	Thu 8/13/20	0%	72												
74		MEP Rough-In	20 days	Fri 8/7/20	Thu 9/3/20	0%	73SS,24												
75		Fire Suppression System	6 days	Fri 8/7/20	Fri 8/14/20	0%	73SS,26												
76		Fire Alarm / Life Safety	10 days	Fri 8/7/20	Thu 8/20/20	0%	73SS,25,26												
77		Security System Rough-In	4 days	Fri 8/21/20	Wed 8/26/20	0%	76												
78		Inspections	0 days	Thu 9/3/20	Thu 9/3/20	0%	76,73,74,75,77												
79		Install Gyp Board	3 days	Fri 9/4/20	Thu 9/10/20	0%	78												
80		Install Access Flooring	2 days	Tue 9/8/20	Thu 9/10/20	0%	78FS+1 day												
81		Taping	5 days	Fri 9/11/20	Thu 9/17/20	0%	79												
82		Acoustical Ceiling	3 days	Fri 9/18/20	Tue 9/22/20	0%	81												
83		Painting Walls / Soffits	3 days	Mon 9/21/20	Wed 9/23/20	0%	81,64												
84		Install Frames	3 days	Thu 9/24/20	Tue 9/29/20	0%	83,55												
85		Install MEP Trim	5 days	Thu 9/24/20	Thu 10/1/20	0%	83												
86		Install Fire Alarm Trim	2 days	Thu 9/24/20	Mon 9/28/20	0%	83												
87		Pre-Test Fire Alarm System	0 days	Mon 9/28/20	Mon 9/28/20	0%	86												
88		Painting Frames / Touch Up	1 day	Wed 9/30/20	Wed 9/30/20	0%	84												
89		Measure for Glass	1 day	Thu 10/1/20	Thu 10/1/20	0%	88												
90		Install New Doors, & Hardware	2 days	Thu 10/1/20	Fri 10/2/20	0%	54,84,58,88												
91		Install Flooring	3 days	Thu 10/1/20	Mon 10/5/20	0%	88												
92		Install Vinyl Base	1 day	Tue 10/6/20	Tue 10/6/20	0%	91												
93		Install Glass	1 day	Tue 10/6/20	Tue 10/6/20	0%	91												
94		Install Millwork	3 days	Tue 10/6/20	Thu 10/8/20	0%	91												
95		Install Modular Systems Furniture, Task	5 days	Tue 10/6/20	Mon 10/12/20	0%	91												
96		Install Console / Data Systems Furniture	7 days	Fri 10/9/20	Mon 10/19/20	0%	94												
97		Install Video Display Wall & A/V Equipm	7 days	Fri 10/9/20	Mon 10/19/20	0%	94												
98		Install Security / Access Control Systems	2 days	Tue 10/20/20	Wed 10/21/20	0%	96												
99		Final Cleaning	1 day	Thu 10/22/20	Thu 10/22/20	0%	98												
100		Punchlist	2 days	Fri 10/23/20	Mon 10/26/20	0%	99												
101		Final Inspections	2 days	Fri 10/23/20	Mon 10/26/20	0%	100FF												
102		Systems Training	1 day	Tue 10/27/20	Tue 10/27/20	0%	101												
103		Certificate of Occupancy	1 day	Tue 10/27/20	Tue 10/27/20	0%	101												
104		Substantial Completion	0 days	Tue 10/27/20	Tue 10/27/20	0%	102												
105																			
106		CLOSE-OUT	15 days	Tue 10/27/20	Mon 11/16/20	0%													
107		As-builts/close out docs	3 wks	Tue 10/27/20	Mon 11/16/20	0%	101												



Project: MASTER
Date: Tue 3/17/20

Task Summary Rollup: Manual Summary, Manual Summary, Start-only, Finish-only

Task Legend: Task (blue bar), Split (dotted line), Milestone (diamond), Summary (bracket)

Task Legend: Inactive Milestone (grey bar), Inactive Summary (grey bar), Manual Task (blue bar), Duration-only (white bar)

Task Legend: Project Summary (blue bar), External Tasks (dotted line), External Milestone (diamond), Inactive Task (white bar)

Task Legend: Deadline (green arrow), Progress (blue bar), Manual Progress (red bar)



REQUEST FOR PROPOSALS

Design and Construction Services for
Design-Build Electric Dispatch Center Renovation Project

DUE: December 20, 2019

3:00 PM

Deliver to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

City of Roseville RFP

PREVAILING WAGE NOTIFICATION

This is a prevailing wage project. Accordingly, all prevailing wage and fair employment laws and regulations shall be adhered to. For prevailing wage contracts over \$25,000.00, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the Department of Industrial Relations and/or the following website address:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

1.0 INTRODUCTION

The City of Roseville (hereinafter “City”), is soliciting proposals for a Design-Build contractor to provide turnkey Design and Construction Services for the Design-Build Electric Dispatch Center Renovation Project. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter “Contractor(s)”), that meet the requirements set forth in this Request for Proposals (hereinafter “RFP”), and are capable of providing the services requested are encouraged to participate.

1.1 BACKGROUND

Roseville Electric is seeking to improve functionality of the Dispatch Center located at their headquarters building, 2090 Hilltop Circle, Roseville, CA. The City seeks to embark on a complete turn-key style design-build project and contract with a single vendor to provide all services required to complete the project. Project will consist of tenant improvement construction not limited to modifications to existing walls and ceilings, relocating and replacing the fire suppression system, replacement of existing dispatch consoles, installing and integrating new dispatch video displays, and aligning mechanical and electrical systems within the renovated Dispatch Center. Roseville Electric seeks a full service vendor to provide architecture and engineering services for design and drawings, construction and construction project management, and the procurement, installation, and integration of new consoles and video wall equipment.

1.2 CITY OVERVIEW

The City of Roseville is an incorporated city with a population of more than 134,000 residents, located in Placer County off of Interstate 80, approximately 16 miles northeast of Sacramento, California. The City of Roseville is a Charter city operating under the City Council/City Manager form of government.

1.3 INSTRUCTIONS

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of your proposal.

No oral representations or interpretations will be made to any proposer as to the meaning of this RFP.

Direct all inquiries regarding this RFP in writing through the publicpurchase.com portal.

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

All addenda for this RFP will be distributed through PublicPurchase.com to proposers who have registered with PublicPurchase.com and who have downloaded the RFP. Additionally, the Notice of Intent to Award will be posted on PublicPurchase.com. **It is the proposer’s sole responsibility to monitor PublicPurchase.com for possible addenda to this RFP and for the Notice of Intent to Award.** Failure of proposer to retrieve addenda or the Notice of Intent to Award from PublicPurchase.com shall not relieve him/her of the requirements contained therein or the timelines

associated therewith. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Released by the City.....	November 12, 2019
Pre-Proposal Conference and Job Walk.....	November 19, 2019
Deadline for Final Questions.....	November 22, 2019
City Responses to Written Questions.....	November 26, 2019
Proposal Submission Deadline.....	December 20, 2019
Contractor Interviews as needed.....	January 6-10, 2020
Contract Negotiations.....	January 13-31, 2020
Contract Approval by City Council.....	February 19, 2020
Commencement of Services.....	February 20, 2020
Anticipated Commencement of Construction.....	June 2020

3.0 MANDATORY PRE-PROPOSAL CONFERENCE AND JOB WALK

A **mandatory** pre-proposal conference/job walk has been scheduled for **Tuesday, November 19, 2019 at 9:00am PT** at:

**Roseville Electric
2090 Hilltop Circle
Roseville, CA 95747**

Contractors are expected to take any photographs and measurements they require at this time in order to prepare their most accurate and complete estimates and proposal documents. Proposals from Contractors who do not attend the **mandatory** pre-proposal conference/job walk will be rejected. The pre-proposal conference/job walk will begin at the designated start time. **Tardiness will be grounds for disqualification.**

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed upon request.

4.0 SCOPE OF SERVICES

4.1 General

- 4.1.1 The CITY has finalized a design for renovation to the existing Electric Dispatch Center with new space plan and equipment changes and seeks to award a single Design-Build

Construction Agreement for the total and overall completion of related work. Anticipated CONTRACTOR work is expected to include, but not be limited to, construction related to and the management of Project tenant improvements, fire suppression system relocation and replacement, and video display and console workstation procurement, installation and integration:

- Selective demolition, inclusive of door, wall, and window modifications and/or relocations, with corresponding structural changes where necessary;
- Flooring and ceiling replacement;
- Reconfigurations as required to comply with building accessibility codes and regulations;
- Revision and relocation of equipment, mechanical, HVAC, and electrical systems as required by tenant improvements;
- Addition of security access control devices;
- Replacement and relocation of fire suppression system (currently Halon);
- Construction of a temporary map wall;
- Finish work inclusive of painting to unify final space;
- Procurement, installation, and integration of new video displays;
- Procurement and installation of workstation consoles;

4.1.2 CONTRACTOR shall provide a full range of Design-Build services (Turnkey) to ensure the overall successful completion of the Electric Dispatch Center Renovation, and shall be responsible for all design, procurement, materials, construction, documentation, installation, integration, and testing of tenant improvements and equipment for the completed renovation of the Dispatch Center, to include at a minimum:

- Architecture and engineering services not limited to construction drawings and specification documents inclusive of probable costs, plan check and building permit applications;
- Control room equipment procurement, installation and integration inclusive of video wall and workstation consoles;
- Overall project administration and construction management services not limited to attainment, management, and coordination of subcontractors, work verification to plans, and performing quality assurance and testing of equipment;
- Contractor is responsible for ensuring all permits and licenses are held at all times during the project duration.

4.1.3 CONTRACTOR shall perform all Design-Build work in accordance with CITY'S Design-Build Construction Agreement found in Attachment E. As the CITY'S Design-Build Construction Agreement serves as the presiding and primary Project scope

document, additional clarification to Project scope and expectation follows in the following sections of this RFP.

4.1.4 CONTRACTOR shall satisfy all requirements as stated in Article 4 of Design-Build Construction Agreement, see Attachment E, prior to the onset of the Project inclusive of, but not limited to producing and submitting to CITY for review and approval:

- 60%, 90%, 100% design submittals;
- Construction timeframe;
- Equipment delivery, installation, and testing schedule;
- Estimated payment schedule.

4.2 Design Development

4.2.1 CONTRACTOR shall develop architectural and engineering design development drawings to document tenant improvements including areas of demolition, location, sizes and extent of demolition and new construction primarily based on space plan / equipment design drawings and specification documents provided by the CITY in Attachments F1, F2, G1, G1, H1, and H2, and the addition of constructing a temporary map wall (pinnable) on the South wall in approximate dimensions of 23' x 11' capable of being removed;

4.2.2 CONTRACTOR shall facilitate design development progress meetings with representatives of the CITY at 60%, 90%, and 100% design completion to review and discuss progress, determine preferred alternates and secure approval to proceed. All Design Development drawings and calculations shall be approved and stamped by a registered engineer licensed in the State of California.

4.3 Construction

4.3.1 CONTRACTOR shall prepare and submit construction drawings and specifications primarily based on CITY approved Design Development documents (See RFP Scope 4.2) and provide estimates of probable construction cost setting forth in detail the architectural construction requirements for the project. Final construction drawings and specifications shall be used by CONTRACTOR for retaining and managing construction and engineering services. All drawings shall be provided in AutoCAD 2010 format unless otherwise mutually agreed. Documents to be produced by the CONTRACTOR and

reviewed for approval by the CITY prior to commencing construction shall include at a minimum:

- Demolition Floor and Ceiling Plans;
- Interior Finish Materials & Color Plans;
- Construction Specifications;
- Structural Drawings and Specifications;
- Mechanical Drawings and Specifications;
- Electrical Drawings and Specifications;
- Clean Agent Drawings and Specifications;
- Construction Schedule;
- Estimate of Probable Construction Cost.

- 4.3.2 CONTRACTOR shall review CITY provided interior design standards, specifications and make recommendations to CITY as to applicability and appropriateness to Project criteria. CONTRACTOR shall provide interior design services to select and specify finishes for area of work;
- 4.3.3 CONTRACTOR shall work with designated representatives of the CITY project team to prepare and mutually agree to a construction phasing plan to maximize the partial and temporary occupancy of the Project space;
- 4.3.4 CONTRACTOR shall prepare an Estimate of Probable Construction Cost based on 95% Construction Documents (prepared by CONTRACTOR). The estimate will consider anticipated cost of construction, factors for escalation (inflationary effects on construction materials and labor), and contingencies (for project unknowns);
- 4.3.5 CONTRACTOR shall be responsible for processing applications for Building Permit including submittal and routing of permit application and documents to agencies having jurisdiction;
- 4.3.6 CONTRACTOR shall meet/coordinate with representatives of the CITY to review and discuss Construction Documents to discuss alternatives and qualities of each and determine preferred alternates and secure approval to proceed at stages appropriate to the progress of the work;
- 4.3.7 CONTRACTOR project schedule must include a non-occupancy period of less than 90 days;
- 4.3.8 CONTRACTOR shall be responsible to complete the Project as designed and in accordance with construction documents and specifications as approved and permitted by the CITY.

4.4 Equipment Procurement, Implementation and Integration

- 4.4.1 CONTRACTOR shall procure equipment, install/implement equipment, and integrate equipment systems to the overall Dispatch space and systems based on approved and

permitted construction documents, and equipment specifications in Attachments F1, F2, G1, G2, H1, and H2,

- 4.4.2 CONTRACTOR shall procure, assemble, install and integrate all console furniture and work station equipment accessories such as monitors, computers, lighting;
- 4.4.3 CONTRACTOR shall procure, assemble, install and integrate all video display equipment;
- 4.4.4 CONTRACTOR shall perform acceptance testing in conjunction with CITY representatives to ensure proper integration and functionality of all new equipment with existing systems and work with equipment and system vendors to address and correct any issues as needed prior to final CITY acceptance and close out of project.

4.5 Project Administration and Construction Management

- 4.5.1 CONTRACTOR shall provide full scope project management services including, but not limited to:
 - Retain all contractors, and manage those relationships to ensure accurate, quality, successful completion of the project;
 - Provide a daily (or otherwise agreed frequency) status report outlining the planned work for the next five days and two to three pictures of the work completed that day (as applicable).
 - Coordinate submittals such as shop drawings, product data and samples for the purpose of checking for conformance with information given and the design concept expressed in the contract documents, and coordinate CITY approval;
 - Maintain regular on-site presence to ensure satisfactory progress and quality of the work completed complies with construction and equipment drawings and specifications;
 - Ensure As-Built Drawings, Operations and Maintenance Manuals, warranties and other required close-out items are in compliance with contract document requirements;
 - Prepare and submit Record Drawings based on as-built documentation;
 - Participate in regular and ad hoc formats of communication to ensure and enhance the collaborative and collective success of the Project, such as team meetings, phone calls, providing written reports and status updates.
- 4.5.2 CONTRACTOR shall designate a single, primary point of contact (such as a Project Manager) with adequate authority to represent CONTRACTOR for the Project in order to work in cooperation and collaboration with the CITY designated Project Manager to steward and direct forward progress and successful completion of the Project;
- 4.5.3 CONTRACTOR shall perform project closeout once the work, or a designated portion thereof which is acceptable to the CITY, is sufficiently complete, in accordance with the contract documents, to permit occupancy or utilization for the use for which it is intended. CONTRACTOR shall conduct walk-through of completed work with representatives of the CITY to review punch list of items requiring correction will conduct a follow-up walkthrough to present that punch list items have been corrected. CONTRACTOR shall review with representatives of the CITY the record drawings, Operations and Maintenance Manuals, warranties and other required close-out items are

in compliance with contract document requirements prior to CITY acceptance of project completion.

5.0 **ASSURANCE OF DESIGNATED PROJECT TEAM**

Proposer shall assure that the designated project team, including sub-consultants or sub-contractors (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-consultant(s) or sub-contractor(s) shall not be made without the prior written approval of the City.

6.0 **PROPOSAL FORMAT REQUIREMENTS**

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing Contractor wishes to include that is not specifically requested should be included in an appendix to the proposal.

Contractors are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Unauthorized conditions, omissions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

6.1 **Cover Letter** with the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting Contractor will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).

6.2 **Signature Requirements** - The attached Proposer's Certification (**Attachment A**) shall be executed by an official(s) legally authorized to bind the Contractor which states that the proposal is valid for ninety (90) days. Include the executed copy of the Proposer's Certification under Tab G. Note: This is ninety (90) days following the closing date for the receipt of all proposals.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-in-Fact. If signed by the Attorney-in-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.

- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
 - Proposals which are submitted on behalf of a Limited Liability Company (“LLC”) shall be signed by the person or persons authorized to bind the LLC under the LLC’s articles of organization.
 - Proposals which are submitted by an Individual Doing Business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.
- 6.3 **TAB A: Firm’s Qualifications** – Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm’s staff. Include the firm’s organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.
- 6.4 **TAB B: Experience and References** – Provide a summary of your firm’s experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm’s team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons’ names, addresses and telephone numbers. Public sector references are preferred.
- 6.5 **TAB C: Qualifications of Team** – Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-consultant or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed. Include sub-consultant’s and sub-contractor’s assigned task(s) and experience. Full resumes may be included in the appendix.
- 6.6 **TAB D: Project Understanding** – Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City’s stated goals. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project. City staff will assess your understanding of all aspects of the project based on the overview.
- 6.7 **TAB E: Project Plan** – Provide a detailed discussion of your firm’s approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Timeline must include a non-occupancy period less than 90 days. Identify the staff who would be assigned to each task, including sub-consultants and sub-contractors. List any necessary equipment, training or installation services required.

6.8 **TAB F: Cost Proposal** – IN A SEPARATE SEALED ENVELOPE, provide a total cost proposal for all products and services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the City.

6.9 **TAB G: Required Statements/Documents** – Include statements of assurance regarding the following requirements in the proposal:

- Non-substitution for the designated members of the team without approval by City staff (**Section 5.0**)
- The absence of a conflict of interest (**Section 10.4**)
- Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 10.7**). (Please note that actual certificates of insurance are not required as part of your submittal.)
- A statement that nothing contained in the submitted proposal will be proprietary. (**Section 10.23**)

Submit the following documents with proposal:

- Executed copy of Proposer’s Certification (**Attachment A**)
- Contractor Licenses (**Attachment B**)
- Subcontractor List (**Attachment C**)
- Executed copy of Noncollusion Declaration (for construction contracts only) (**Attachment D**)

6.10 **TAB H: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (**Attachment E**). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City’s determination of whether it is possible to successfully negotiate a contract with your firm.

6.11 **TAB I: Competency of Proposers** – The City wants to ensure that the successful Contractor has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain. Also, furnish a statement of financial resources demonstrating that the Contractor has the ability to maintain a staff of regular employees, sub-consultants or sub-contractors adequate to insure continuous performance of work, and demonstrating that the equipment for the work contemplated is sufficient, adequate and suitable.

7.0 SUBMITTAL INSTRUCTIONS

7.1 Your submittal package shall include the following:

- **One (1) original and four (4) printed copies** of your proposal; and
- **One (1) electronic copy** of your proposal in PDF format on flash drive.

- 7.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel. **Complete and attach the “Sealed Proposal” label found in Attachment I to the outside of the envelope containing your proposal.**
- 7.3 Proposals shall be submitted ONLY to:
- City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678
- 7.4 Faxed and/or emailed proposals will not be accepted.
- 7.5 The City shall not be responsible for proposals delivered to a person or location other than that specified herein.
- 7.6 Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. **No exceptions.**
- 7.7 The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 7.8 All costs associated with proposal preparation shall be borne by the proposer.
- 7.9 Department of Industrial Relations Contractor Registration: No contractor or subcontractor may be listed on a proposal for or work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their proposal. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

8.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
A. Firm and Team Qualifications (per Sections 6.3, 6.5)	20
B. Experience and References (per Section 6.4)	20
C. Understanding of the Project (per Section 6.6)	30
D. Proposed Project Plan (per Section 6.7)	30
Total Possible Points:	100

9.0 SELECTION PROCESS

- 9.1 Award of the RFP shall be made to the responsible proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. A master score sheet shall be created based on the evaluation panel's initial evaluation. Proposals shall be scored according to the criteria stated in the RFP.
- 9.2 Proposals submitted will be reviewed by a selection committee. Contractors that have submitted the best and most complete proposals may be invited to an interview. The number of Contractors invited to an interview may vary depending upon the number of proposals submitted.
- 9.3 Should the City elect to conduct interviews with any proposers, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process: a) Quality of presentation, b) Ability to meet the City's business goals, c) Communication style.
- 9.4 The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Contractor might propose.
- 9.5 A contract will be negotiated with the Contractor considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the Contractor considered next best in meeting the City's needs for this particular project.
- 9.6 The selected Contractor will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.
- 9.7 The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.
- 9.8 The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Contractor(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 9.9 The City reserves the right to seek clarification on any or all proposal submittals to ensure the RFP specifications are met. Proposals may be rejected from any proposer who does not comply with the City's request for clarification.
- 9.10 Once a decision has been made to award the contract, then a formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.
- 9.11 A City of Roseville business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

10.0 GENERAL TERMS & CONDITIONS

- 10.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected Contractor will be required to execute an agreement prepared by the City, a sample of which is included as **Attachment E**.
- 10.2 **Independent Contractor.** At all times the Contractor shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorneys' fees), and damage of any kind related to such matters.
- 10.3 **Non-Appropriation.** The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 10.4 **Conflict of Interest.** The Contractor shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Contractors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Contractor or the Contractor's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Contractor has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 10.5 **Undue Influence.** The Contractor shall warrant via an executed Proposer's Certification (**Attachment A**) that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Contractor, or from any officer, employee or agent of the Contractor, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 10.6 **Non-Collusion.** Contractors submitting proposals shall warrant via an executed Proposer's Certification (**Attachment A**) that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-consultants or sub-contractors. For construction contracts, proposers shall submit a properly completed and executed "Non-collusion Declaration" which is attached as **Attachment D**.

- 10.7 **Indemnification & Insurance Requirements.** The City’s standard indemnification and insurance requirements are provided in the sample contract, included in **Attachment E**. All costs of complying with the insurance requirements shall be as included in your pricing. The selected Contractor shall provide complete and valid insurance certificates within ten (10) days of the City’s written request. Failure to provide the documents within the time stated may result in rejection of the Contractor’s proposal. Alterations to the terms and conditions shall not be allowed.
- 10.8 **Cost of Preparing Proposal.** The City will not pay any costs incurred by any Contractor in preparing or submitting a proposal in response to this RFP.
- 10.9 **Proposals Property of the City.** All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.
- 10.10 **Proposals are Public Records.** All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made.
- 10.11 **Protests.**

(a) Protest Requirements

(1) Any proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the City Clerk’s office. The protest must be received in writing by the City Clerk’s office within seven (7) calendar days after such aggrieved proposer 1) knows or should have known of the facts giving rise thereto or 2) the date of the notice of intent to award, whichever is sooner. In no event shall a protest be allowed after an award has been made by City Council. If the seventh calendar day falls on a weekend or City holiday, the protesting party may submit the protest prior to close of business on the first business day following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.

(b) Grounds for Protest

(1) The alleged grounds for protest shall be limited to the following: (a) computation errors, (b) violations of local, state, or federal law, or (c) the City failed to follow the procedures specified in this Policy.

(2) The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

(c) Administrative Review

Upon receipt of the protest and after determining the protest was properly filed, the Department Director shall provide a copy of the protest to other proposers who might become aggrieved as a

result of the protest and issue a written decision within fourteen (14) calendar days after receipt of the protest. The protest will be evaluated by the Department Director, the City Attorney's Office, and the Purchasing Manager. The protesting proposer shall promptly provide any information requested by City staff as part of such investigation. The decision shall either deny or uphold the protest and include reasons for the decision. The written decision shall be final.

(d) Stay of Action During a Protest

In the event a protest is filed under Section 10.11, the City shall not proceed further with the award of the contract until the protest is resolved, unless:

(1) The Director of Central Services makes a determination that the award of the contract without delay is necessary to protect a substantial interest of the City, or

(2) The City decides to reject all proposals and issue a new RFP.

- 10.12 **Rejection of RFP.** The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any Contractor in response to any RFP. This RFP does not constitute any form of offer to contract.
- 10.13 **Multiple Award.** The City reserves the right to award the contract to multiple contractors when applicable.
- 10.14 **Increasing/Decreasing Portions of RFP.** The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.
- 10.15 **Rejection as Non-Responsive.** Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.
- 10.16 **Modifying RFP.** The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.
- 10.17 **If no proposal is accepted,** the City may elect to have the services performed in some other manner.
- 10.18 **Rejecting Team Members, Firms or Sub-contractors.** The City reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.
- 10.19 **Local Business, Small Business, Minority and Women Owned Business.** Although no preferences will be given, the City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.
- 10.20 **Withdrawal of Proposals.** Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office. Proposals submitted will become property of the City after the proposal submission deadline.

Proposals may not be withdrawn for ninety (90) days after the due date unless the City enters into a contract with another Contractor prior to the expiration of that ninety (90) day period.

- 10.21 **Electronic Transmittals.** No electronic mail, telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.
- 10.22 **Proposal Postponement and Amendment.** The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City's web site. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City's RFP list for this material/service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.
- 10.23 **Proprietary Information.** Proposers submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a separate envelope marked "confidential." The City Attorney's Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Contractor shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "confidential" portion of the proposal.
- 10.24 **Right to Request Additional Information.** During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original proposal submitted by the specific proposer and will be used by the City in evaluating the proposal and will not be shared with other proposers during the evaluation and negotiation process.
- 10.25 **Modification of Proposals.** Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.
- 10.26 **Examination of Contract Documents.** Each proposer shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as **Attachment E**, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a proposal shall constitute acknowledgement, upon which the City may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.

- 10.27 **Non-Discrimination.** The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that the City's contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, medical condition, and all other categories protected by law. Upon acceptance of a proposal, the City may request that the selected Contractor sign a statement affirming its compliance with this policy.
- 10.28 **No Assignment or Modifications.** This awarded contract is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein Contractor shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of the City. The Agreement may be modified only by a written amendment signed by the parties.
- 10.29 **Bankruptcy.** Upon filing for any bankruptcy or insolvency proceeding whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.
- 10.30 **Bonds.** The successful Contractor will be required to provide a **100% Performance Bond, a 100% Labor and Materials Bond, and a Warranty Bond** using the City's forms, see Attachment E Design Build Construction Agreement, Exhibit E.