



FISCAL YEAR 2023-2024 FY COUNTERTOP REPLACEMENTS VARIOUS LOCATIONS SACRAMENTO, CALIFORNIA 95814

Section 1

Mandatory Bid Forms

The following documents are to be completed, executed, and submitted as a total bid proposal package:

- ❖ Project Checklist
- ❖ Notice to Contractors
- ❖ Bid Proposal
- ❖ Bid Schedule
- ❖ Non-Collusion Declaration
- ❖ Subcontractor Form
- ❖ Prevailing Wage Notice
- ❖ DIR Registration
- ❖ All Bid Addenda (if issued)

**Failure to submit any of the above Bid Forms may render the bid
Non-Responsive**

CADA bid packages contain the following three sections —

- **Section 1: The Bid Forms**, which must be returned as the “bid.”
- **Section 2: The Contract Documents**, which are provided for reference only.
- **Section 3: Other Required Documents** (such as licenses and insurance), which are required of the designated lowest responsive, responsible bidder prior to or at contract signing.

The project Scope of Work is contained in Section 2, Exhibit A

For questions or assistance completing this bid package, or providing any of the required items, please contact Tara Gandara, Contracts and Office Manager, at tgandara@cadanet.org, (916) 324-2030.

****In accordance with Sacramento City Code Section 3.60.180 and Section 1782 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is NOT required for any project of \$15,000 or less.**

Projects subject to payment of prevailing wage will require evidence of contractor registration with the Department of Industrial Relations for wage monitoring to be submitted with the proposal. Failure to submit evidence of current registration will render the bid non-responsive.



PROJECT CHECK LIST FOR BID PACKAGES

Project: **FY COUNTERTOP REPLACEMENTS**

Address: **Various Locations**

Bid Opening: **Wednesday, June 14, 2023 at 1:30 p.m.**

Location: **1522 14th Street, Sac**

CADA BID FORMS

SECTION 1: **MAINTENANCE BID PACKAGE** (To be completed and submitted as bid)

- ☐ Project Checklist
- ☐ Notice to Contractors
- ☐ Exhibit A.1 Bid Proposal
- ☐ Exhibit A.1.2 Bid Schedule
- ☐ Non-Collusion Declaration
- ☐ Subcontractor Form
- ☐ Prevailing Wage Notice
- ☐ Evidence of DIR Contractor Registration (Lab. Code § 1725.5)
- ☐ All Bid Addenda (if issued)

Failure to submit any of the above Bid Forms may render the bid Non-Responsive

SECTION 2: **CONTRACT DOCUMENTS** (For reference)

- ☐ Contract
- ☐ Exhibit "A" Scope of Work, dated May 15, 2023
- ☐ Exhibit "A.1" Bid Proposal
- ☐ Exhibit A.1.2 Bid Schedule
- ☐ Exhibit "A.2" General Provisions
- ☐ Exhibit "A.3.A" CADA Residential Buildings
- ☐ Exhibit "A.3.B" CADA Commercial Buildings
- ☐ Exhibit "B" Terms and Conditions
- ☐ Any Change Orders or Contract Modifications (if issued)

SECTION 3: **OTHER REQUIRED DOCUMENTS** (required at contract signing)

- ☐ Workers' Compensation Insurance Certification
- ☐ Warranty / Guarantee
- ☐ Certificates of Insurance as required by Exhibit B – Terms & Conditions, section 39
- ☐ Required License (Copies of all required licenses)
- ☐ Apprentice Statement
- ☐ Form W-9; Request for Taxpayer I.D. Certification
- ☐ Contractors Code of Conduct
- ☐ Asbestos-Free Materials Certification
- ☐ Recycled Content Certification (Pub. Cont. Code § 22152)

Required Licenses:

Valid California Contractor's License, Classification (B) or Better

Valid City of Sacramento Business Operation Tax or County of Sacramento Business License

Questions regarding the Scope of Work or bid documents please contact:

Tara Gandara, Contracts and Office Manager – 916-324-2030 | tgandara@cadanet.org

THIS CHECKLIST IS TO BE SUBMITTED WITH THE BID PACKAGE. THE SIGNATURE OF THE BIDDER SIGNIFIES THAT THE BIDDER HAS REVIEWED THE CHECKLIST AND RECEIVED COPIES OF ALL OF THE DOCUMENTS LISTED THAT ARE INCLUDED AS INDICATED BY ☐.

Bidder's Signature _____

Date _____

❖ Notice to Contractors

NOTICE TO CONTRACTORS
CAPITOL AREA DEVELOPMENT AUTHORITY

CADA may waive any irregularity in the process.

Proposals will be received by the **CAPITOL AREA DEVELOPMENT AUTHORITY ("CADA")** at the CADA Administrative Office, 1522 14th Street, Sacramento, California 95814, up to the hour of **1:30 P.M., Wednesday, June 14, 2023** for:

FY COUNTERTOP REPLACEMENTS
Various Locations
Sacramento, California 95814

as set forth SCOPE OF WORK: See Exhibit "A" dated May 15, 2023; See Exhibit "A.3.A" CADA Residential Buildings; See Exhibit "A.3.B" Commercial Properties; and see Exhibit "B" TERMS AND CONDITIONS.

All such proposals received and any work performed thereunder must comply with Titles 18 through and including 26 of the Code of California Regulations as modified by this contract, and as may be further modified by the Executive Director of CADA by a written addendum at least five (5) days prior to the due date for this proposal. **If any Contractor desires a modification or has any questions, the Contractor shall request, in writing, such modification or questions prior to 3:00 p.m. on Friday, June 9, 2023,** to allow CADA to respond to said request. Bids must be submitted on printed forms supplied by CADA, without charge, to prospective bidders and enclosed in an envelope as noted below.

BID DOCUMENTS TO BE PLACED INTO AN ENVELOPE MARKED AS FOLLOWS:

"FY COUNTERTOP REPLACEMENTS – VARIOUS LOCATIONS"

Bid packages may be obtained from the CADA website at <http://www.cadanet.org/working-with-cada/bids>

The Executive Director of CADA may, in her opinion, amend any bond form upon a written request by the bidder or the bidder's surety if said request is made within a sufficient period of time prior to the bid or proposal due date to allow CADA to respond to said request.

PREVAILING WAGE NOTICE:

All contractors, subcontractors, and all concerned must comply with the rate of wages per hour as established by the Director of the Department of Industrial Relations (DIR) under provisions of Sections 1770 and 1773 of the Labor Code of the State of California, or such other rate of wages as may hereafter be established by the Director of the Department of Industrial Relations in compliance with Section 1770 of the Labor Code of the State of California. In accordance with Sacramento City Code Section 3.60.180 and Section 1782 of the California Labor Code, **the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any Public Construction projects of \$25,000 or less, or Public Maintenance projects of \$15,000 or less.**

CADA reserves the right to request and receive payroll records during or after the completion of the project to verify compliance with Sections 1770 and 1773 of the Labor Code of the State of California or such other rate of wages as may hereafter be established by the Director of the Department of Industrial Relations in compliance with Section 1770 of the Labor Code of the State of California. Copies of the prevailing rate of per diem wages are on file at CADA's office and are available upon request or online at <http://www.dir.ca.gov/dlsr>.

Execute and return with bid

LATE OR FAXED BIDS WILL NOT BE ACCEPTED. INCOMPLETE BIDS MAY RENDER THE BID NON-RESPONSIVE.

The right to reject any and all bids or to waive any informality in any bid received is reserved by CADA.

The award shall be made to the lowest responsible and responsive bidder, based on the lump sum amount provided on the Bid Proposal Form, provided that all specified bidding requirements have been met. Once the contract has been awarded to a bidder, the successful bidder then has ten (10) calendar days to provide CADA with a signed original contract along with all other required documents. If the above deadline is not adhered to, CADA reserves right to void the award, and award the contract to the next lowest bidder.

Questions regarding the Scope of Work or bid documents should be directed to:

Tara Gandara Contracts and Office Manager, CADA – 916-324-2030 | tgandara@cadanet.org

THIS NOTICE IS TO BE SUBMITTED WITH THE BID PACKAGE.

THE SIGNATURE OF THE BIDDER SIGNIFIES THAT THE BIDDER HAS REVIEWED THE INFORMATION.

CAPITOL AREA DEVELOPMENT AUTHORITY

Bidder's Signature

Date

Execute and return with bid

**CAPITOL AREA DEVELOPMENT AUTHORITY
BID PROPOSAL
FISCAL YEAR 2022-2023
FY COUNTERTOP REPLACEMENTS**



Bid Opening:	Wednesday, June 14, 2023 @ 1:30 p.m.	Location: 1522 14th Street, Sacramento
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The undersigned, as bidder, hereby proposes and agrees that if this bid is accepted within ninety (90) days following the Bid Opening Date, Contractor will execute all contract documents within five (5) days after award of the contract and fully perform all the work and/or furnish all materials and supplies specified in the contract in the manner and time prescribed, according to the requirements as therein set forth, and according to the scope of work set forth.

SCOPE OF WORK: See Exhibit "A" Scope of Work, Exhibit A.1.2 Bid Schedule; GENERAL PROVISIONS: See Exhibit A.2; and TERMS AND CONDITIONS: See Exhibit B.

Lump Sum of \$ _____
(Total extended amount from Exhibit A.1.2 - Bid Schedule)

THE LUMP SUM FIGURE INCLUDES THE COST OF BOND(S), INSURANCE, SALES TAX, AND EVERY OTHER ITEM OF EXPENSE INCIDENT TO THE CONTRACT. THE WORK WILL BE COMPLETED WITHIN **365 CALENDAR DAYS** FROM THE DATE OF COMMENCEMENT OF WORK.

Each person signing this proposal warrants that he or she is authorized to enter into this Contract either by company position or on behalf of his or her principal.

BY SIGNATURE UPON THIS PROPOSAL, I declare under penalty of perjury that the foregoing is true and correct, and that I accept all terms stated above.

Signed _____ this _____ day of _____, **2023**, at _____, California.

(Print name and title)

(Address)

Type of Ownership: _____ State of Incorporation: _____

Full names of partners/corporate officers: _____

Telephone: _____ Email: _____

Is the business a certified "Small or Emerging Business" with the State of California? () Yes () No

Workmen's Compensation Information: Insurance Company Name: _____

Insurance Policy Number and Expiration Date: _____

Address bids to: **CAPITOL AREA DEVELOPMENT AUTHORITY**
1522 14th Street
Sacramento, CA 95814
Re: FY Countertop Replacements at Various Locations



EXHIBIT A.1.2

BID SCHEDULE

FY COUNTERTOP REPLACEMENTS

VARIOUS LOCATIONS, SACRAMENTO

THE FOLLOWING TABLE OF EXTENSIONS WILL BE USED TO DETERMINE THE LOW BIDDER – PLEASE BE SURE TO COMPLETE.

A	B	C	D
EXAMPLE - ITEM & DESCRIPTION OF WORK	BASE PRICE	ESTIMATED VOLUME OF WORK *	EXTENDED PRICE (B x C)
Corian Like Surface	\$ /LF	30	\$
Quartz Solid Surface	\$ /LF	20	\$
Undermount Stainless Steel Sink	\$ /unit	50	\$
BASIS OF AWARD = TOTAL OF ALL EXTENDED PRICES			\$

* The estimated volume of work is used solely to provide a basis for comparison of bids. The Authority does not represent or guarantee that this amount or any amount of work will be needed. The actual amount of work may be more or less than the estimate.

Business Name

Address

City, State, Zip Code

Business License Number

Federal Tax ID Number

Authorized Signature

Date

Print Name & Title

Phone Number

Email Address

Cell Phone

Complete, execute, and return with bid

**CAPITOL AREA DEVELOPMENT AUTHORITY
NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID***

State of California,
County of Sacramento

The undersigned declares:

I am the _____ of _____, 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 _____[date], at _____[city], ____[state]."

Bidder

***NOTE:** Bidder's failure to complete this form and submit it with the bid may subject Bidder to disciplinary action pursuant to Section 7115 of the California Business and Professions Code.

Complete, execute, and return with bid

SUBCONTRACTOR FORM

In accordance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100, seq.), the following information is required concerning proposed subcontractors who will accomplish more than one-half of one percent of the prime contractor's total bid. No subcontractor may be substituted in place of a subcontractor listed in the original bid except as approved by the Authority in accordance with Public Contract Code Section 4107. **Note: If no subcontractors are proposed, please list – "NONE" and return this form.**

Name Subcontractor	Street Address of Shop, Mill or Office	Types of Work/Category of Contract	\$ Value of Work to be Done	Subcontractor's License Number	License Type/Expiration Date
IF NO SUBCONTRACTORS WILL BE USED – WRITE "NONE" HERE					
SIGNATURE _____ DATE _____					

I declare under penalty of perjury that the foregoing is true and correct and this Declaration is executed this _____ day of _____, 2023, in Sacramento, CA 95814

Company Name _____

By: _____
Contractor Name (Printed or Typed)

SUBCONTRACTOR FORM MUST BE RETURNED WITH BID

Complete, execute, and return with bid



CADA FISCAL YEAR 2023-2024 FY COUNTERTOP REPLACEMENTS

PREVAILING WAGE REQUIREMENTS

In accordance with Sacramento City Code Section 3.60.180 and Section 1782 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is NOT required for any project of \$15,000 or less.

Projects subject to payment of prevailing wage will require evidence of contractor registration with the Department of Industrial Relations for wage monitoring to be submitted with this form. Failure to submit evidence of current registration will render the bid non-responsive.

Proposals submitted in excess of \$15,000.01 require evidence of registration with the Department of Industrial Relations for wage monitoring to be submitted in addition to this signed form. Failure to submit evidence of current registration will render the bid non-responsive.

Proposals submitted for \$15,000 or less are still required to sign this form and must be included with the bid proposal.

Signed _____ Date: _____

PLEASE PRINT INFORMATION BELOW LEGIBLY

By _____ Of _____
(Name and title) (Company Name)

Public Works Contractor Registration (PWCR) Number: _____

Execute and return with bid packet

Include Proof of DIR registration, if required



FISCAL YEAR 2023-2024 FY COUNTERTOP REPLACEMENTS VARIOUS LOCATIONS SACRAMENTO, CALIFORNIA 95814

THE PROJECT SCOPE OF WORK IS CONTAINED IN EXHIBIT A

SECTION 2

CONTRACT DOCUMENTS:

**PROVIDED FOR
REFERENCE ONLY**

The project Scope of Work is included as Exhibit A. Proposal pricing is to be based on the Scope of Work and includes the cost of bond(s), insurance, sales tax, and every other item of expense incident to the contract.

If awarded the contract, please be prepared to complete and sign all of the contract documents.

Upon NOTICE OF AWARD, the Contractor will be provided with a completed contract, be required to provide all mandatory documentation, and execute all included contract documents.

Once the contract has been signed and all the required documents provided, it will be assembled, executed, and contractor will be provided a copy.

CAPITOL AREA DEVELOPMENT AUTHORITY
FISCAL YEAR MAINTENANCE AND SERVICE CONTRACT
FISCAL YEAR 2023-2024
FY COUNTERTOP REPLACEMENTS
VARIOUS LOCATIONS

Contract # C24-_____

THIS CONTRACT is entered into this _____ day of _____ 2023, by and between, the **CAPITOL AREA DEVELOPMENT AUTHORITY**, a joint powers agency, hereinafter referred to as "Authority", and _____, hereinafter referred to as "Contractor".

AUTHORITY AND CONTRACTOR AGREE AS FOLLOWS:

1. CONTRACT AND DOCUMENTS

This contract consists of the following documents, each of which is incorporated herein by reference and which are collectively referred to as "the contract documents" or "the contract."

<u>CONTRACT DOCUMENTS</u>	<u>OTHER REQUIRED DOCUMENTS</u>
<input checked="" type="checkbox"/> Standard Form Contract <input checked="" type="checkbox"/> Exhibit "A" Scope and Specifications <input checked="" type="checkbox"/> Exhibit "A.1" Bid Proposal <input checked="" type="checkbox"/> Exhibit "A.1.2" Bid Schedule <input checked="" type="checkbox"/> Exhibit "A.2" General Provisions <input checked="" type="checkbox"/> Exhibit "A.3.A" CADA Residential Buildings <input checked="" type="checkbox"/> Exhibit "A.3.B" CADA Commercial Buildings <input checked="" type="checkbox"/> Exhibit "B" Terms and Conditions <input checked="" type="checkbox"/> Non-Collusion Declaration <input checked="" type="checkbox"/> Sub-Contractor Form <input checked="" type="checkbox"/> Prevailing Wage Notice <input checked="" type="checkbox"/> Evidence of Contractor DIR Wage Monitoring Registration <i>As required by Labor Code § 1725.5</i> <input checked="" type="checkbox"/> All Bid Addenda (if issued)	<input checked="" type="checkbox"/> Workers Compensation Insurance Certification <input checked="" type="checkbox"/> Warranty / Guarantee <input checked="" type="checkbox"/> Certificates of Insurance - <i>as required by Exhibit B Terms and Conditions</i> <input checked="" type="checkbox"/> Required License (Copies of All Licenses) <input checked="" type="checkbox"/> Apprenticeship Statement <input checked="" type="checkbox"/> Form W-9; Request for Taxpayer I.D. Certification <input checked="" type="checkbox"/> CADA Contractor Code of Conduct <input checked="" type="checkbox"/> Asbestos Certification <input checked="" type="checkbox"/> Recycled Content Certification

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material and transportation necessary to perform, and complete in a good and workmanlike manner to the satisfaction of Authority and in strict conformity with the contract documents and the work set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein.

2. TERM OF CONTRACT

The term of this Contract shall commence on **July 1, 2023**, and end **midnight June 30, 2024**.

Authority may extend the term of this Contract under the same terms and conditions and at the same rates for an additional period of one year by giving written notice to Contractor at least sixty (60) days prior to expiration. The Agreement is subject to the Authority's Board of Directors providing funds for said services in its annual budgeting, to continue on an annual basis for up to a period of two (2) years.

In the event of either failure to respond or deficiencies in the work as provided in Exhibits A and A.2, The Authority may terminate this Contract upon forty-eight (48) hours prior written notice to Contractor. In the event of such termination, Authority shall only pay for services rendered prior to the effective date of termination. In no event shall Authority be liable to Contractor for any lost profits of consequential damages.

3. **COMPENSATION AND METHOD OF PAYMENT**

Authority shall pay Contractor for all services at the applicable rate set forth in **Exhibits A.1 and A.1.2**, and pursuant to the terms set forth in General Provisions, **Exhibit A.2**, Section 7, attached hereto described in Section 1 above. Payment shall be made only after Contractor has submitted bills for time worked and pertinent CADA forms, if any, to the Authority. Payments shall be made monthly, or more frequently, as approved by the Executive Director, after receipt of said bills.

In no event will the total compensation to be paid to Contractor under this Contract exceed the sum of:

_____ (**\$** _____)
unless the term of this Contract is extended as provided in Section 2 above.

4. **INSURANCE**

Contractor agrees to provide Authority with Certificates of Insurance as outlined in Exhibit B, Section 39, prior to execution of this contract. Notwithstanding the provisions of Item 26 of Exhibit B — Terms and Conditions — Contractor is not required to provide either the Payment or Performance Bonds referenced.

5. **SUBCONTRACT**

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any services set forth in this Contract, unless Contractor has first received Authority's written approval. No approval under this Section shall constitute a continuing approval for subcontracting the same or any other service unless the approval specifically states that it is a continuing approval.

6. **DECLARATION BY CONTRACTOR**

Contractor hereby declares under penalty of perjury that Contractor

- (a) has all license(s) required by law in order to provide all services set forth in this Contract;
- (b) agrees to keep said license(s) in full force and effect during the term of this Contract; and
- (c) will obtain and maintain any other license (s) which may in the future be required in order to provide said service. This declaration is executed as of the date of this contract in Sacramento, California.

Each person signing this contract warrants that he or she is authorized to enter into the Contract either by company position or on behalf of his or her principal.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

CAPITOL AREA DEVELOPMENT AUTHORITY

CONTRACTOR

By: _____

By: _____

Danielle Foster, Executive Director
1522 14th Street
Sacramento, CA 95814

Name, Title
Address
City, CA Zip
Phone:
Email:
Tax I.D. or SS # _____

Date: _____ Date: _____

EXHIBIT A - SCOPE OF WORK

Fiscal Year 2023-2024
Countertop Replacements
Various Locations
May 15, 2023

1. Basis of Award

To have a contractor who is able to build and install countertops and backsplashes, as needed.

1A. Failure to Respond

Once awarded the contract, CADA will assign work as it becomes available. CADA reserves the right to seek out and hire another contractor if one or more of the following happen:

- A. If Contractor is unable to perform work in a time that will fulfill CADA's needs
- B. If Contractor is unable to complete work to fulfill CADA's needs

2. Scope of Work

- A. Contractor is responsible for measuring space that needs countertop and backsplash. All dimensions are Contractor's responsibility and if an error in measurement occurs, work will be re-done at Contractors' expense.
- B. CADA Maintenance is responsible for selecting color of countertops.
- C. CADA to remove old countertops and any plumbing in the way before installing countertops.
- D. Contractor is responsible for setting and attaching new countertop and backsplashes, and for cutting hole for new sink, if needed.
- E. If we are having you provide sink, then we will discuss if you mount sink on installation
- F. Contractor shall make all seams tight and caulk as needed where backsplash and countertop meet, as well as next to wall.
- G. All areas to be left clean of all materials and vacuumed if needed. Contractor to haul away scrap from job.
- H. If Contractor is unable to show up to perform job, inform Maintenance Manager.

3. Compensation

- A. All work on this contract will be prevailing wage.
- B. Total of contracted amount is in Section 3 of the Contract.



EXHIBIT A.2

MAINTENANCE SERVICE CONTRACTS GENERAL PROVISIONS

1. **Prevailing Wage:** While individual work assignments performed under this contract may be less than \$1,000, Paragraph 18. of CADA's Standard Terms and Conditions (Exhibit B) shall apply to all work performed under this contract.

Contractor Registration: No contractor or subcontractor may be listed on a bid proposal for a public works project subject to prevailing wage requirements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project subject to prevailing wage requirements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. All prevailing wage projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

2. **Business License:** To contract for work in the City of Sacramento, a valid City of Sacramento Business Operation Tax or County of Sacramento Business License must be held or obtained by the Contractor. Contractor must provide a copy of this license if awarded the contract.
3. **Work Standards:** Contractor and contractor's employees are required to adhere to the following work standards in performing the scope of services:
 - A. All work is to be done in a professional manner and completed as required by the Facilities Maintenance Manager or designee. In order to comply with City Noise ordinances and CADA's rules, work hours will be between the hours of 8:15 am until 5:00 pm, Monday through Friday. No weekend work allowed. This excludes emergency work which may be requested by the Authority.
 - B. Contractor is responsible for daily clean-up of his own work, and/or residuals from products used, placed, splattered, sprayed or otherwise left in the work or any adjacent areas. Any and all debris shall be disposed offsite at Contractor's expense. Any cleanup or clearing of debris after the Contractor has left site, will be done by CADA Staff at the Contractor's expense.
 - C. Contractors and employees will follow the provisions of the State & Federal Safety Codes.
 - D. No children under the age of 18 will be allowed at job sites without a valid work permit.
 - E. Contractor will be responsible for any and all damage caused by their employees, equipment or property owned by Contractor. Repairs will be completed within 24 hours at the Contractor's expense. Failure to complete the repairs within the set 24 hours allows the Authority the right to complete the work and bill the Contractor for the specified repairs.
 - F. Contractor's personnel shall exhibit reasonable cleanliness and personal hygiene when arriving at the CADA Maintenance Office and/or at the job site. The Authority reserves the right to refuse to allow Contractor's personnel to remain on site or in the office, if unclean, improperly dressed, or without proper work identification. Authority reserves the right to disqualify any of the Contractor's employees. Authority will not pay any compensation for the action of discharging any employee, or the cost incurred for supplying a replacement.

- G. Keys, if necessary for the Contractor's trade performance and provided to the Contractor by the CADA Maintenance Office, are to be returned to the CADA Maintenance Office located at 701 S Street prior to 4:15 p.m. on the same day they are received. Any keys not returned to the CADA Maintenance Office by 4:15 p.m. are subject to a \$10 per day late fee. Any key not returned within two (2) days is subject to a re-keying fee of \$35 per lock and all expenses associated with re-keying the effected building. The location of the CADA Maintenance Office is subject to change, and it is the Contractor's responsibility to remain aware of its current address.
4. **Authority's Representative:** The Authority's Facilities Maintenance Manager or his designee is the Authority's representative for the enforcement of this contract.
5. **Assignment of Work:** Work under this contract will be by specific assignments as instructed by Authority's Facilities Maintenance Manager or designee. A CADA Work Order shall accompany request for such work.
6. **Extra or Changes:** Any and all extra charges must be agreed to by the by Authority's Facilities Maintenance Manager prior to the start of an assignment.
7. **Invoices:** Contractor must submit invoices for payment to the Authority's Facilities Maintenance Manager. Invoices shall describe what work was done, the number of hours worked by Contractor's employees, the applicable CADA Work Order Number and address of where the work was performed. If specific materials were used or installed these must also be itemized. Invoice is subject to approval by Authority's Facilities Maintenance Manager or designee prior to payment.
8. **Inspection & Deficiencies:**
- A. Periodic, random inspections will be performed by the Authority's Facilities Maintenance Manager or designee. If for any reason the Authority finds deficiencies with the Contractor' performance, the Contractor will be notified in writing of the deficiency(ies). After two such written notices are issued, the Authority will issue a notice to terminate the contract.
- B. ****WARNING**** Authority will determine compliance with the Contract in its sole discretion. If the Contractor fails to complete the work as assigned in the scope of work (or services) or does not adhere to the procedures set forth in the contract and incorporated documents, the Authority may at its sole discretion terminate the contract at any time. All decisions will be made by the Authority's Facilities Maintenance Manager or designee. There will be no appeal process.

EXHIBIT A.3.A

CAPITOL AREA DEVELOPMENT AUTHORITY – RESIDENTIAL BUILDINGS LIST



ADDRESS NUMBER	ADDRESS STREET	BUILDING NAME	# OF UNITS
1517	12 th Street		9
1521	12 th Street		4
1506	13 th Street	McCaferty Manor	23
1512	13 th Street		7
1428	14 th Street	Metro Building	8
1317	15 th Street	The Lombard	13
1325	15 th Street	Park Mansion	42
1421	15 th Street	Biele Place	35
1500	15 th Street	Auslander Apartments	25
1501	15 th Street	Dauger Manor	22
1510	15 th Street	The Victorian	3
1514	15 th Street	The Victorian	2
1606	15 th Street	Fremont Apartments	20
1412 ½	16 th Street	Above Luna's	4
1506-1522	17 th Street	17 th Street Commons	9
1524	17 th Street	17 th Street Commons	3
1614	O Street	17 th Street Commons (Tower Bldg)	6
1616-1640	O Street	17 th Street Commons	10
1631	P Street	17 th Street Commons	1
1316	N Street	Le Chateau	11
1400	N Street	Dean Apartments	11
1500	N Street	Brannan Court	40
1522	N Street	Judith Manor	30
1616	N Street	Grantwood Manor	20
1622	N Street	Shelly Arms	30
1228	O Street	Gibson Arms	20
1316	O Street		11
1317	O Street	The Valencia	16
1322	O Street	Sonrisa	58
1327	O Street	Capri	12
1330	O Street		2
1414	O Street	Moore Manor	14
1420	O Street	The Statesman	27
1506	O Street	Johnston House	6
1510	O Street	Don Carlos Apartments	10
1515	O Street	Morgenson Manor	20
1625	O Street		20
1400-1404	O Street	Greentree Commons / Carriage Pathway	17
1201	P Street	Del Capri	8
1209	P Street	Wing Manor	11
1214	P Street		5
1215	P Street	Gibbs Arms	12
1216-18	P Street		2
1220	P Street	Deus	11
1330	P Street	Palm Mansion	4
1615-17-23	P Street	Lanai Apts (3-bldgs)	32
1001-1035	P Street	Somerset Parkside	26
1326	P Street	Mi Casa	12
1424	P Street	Wilshire Apartments	12
1619	Q Street	Rooming House	16
1321	Q Street	Duplex & 4-plex	6
TOTAL UNITS			782

EXHIBIT A.3.B

CADA – LIST OF COMMERCIAL BUILDINGS



ADDRESS NUMBER	ADDRESS STREET	BUSINESS NAME
1601	10 th Street	Yummy Choice
1603	10 th Street	Aces Gyro Shack
1607	10 th Street	Café Xocolatl
1623-25	10 th Street	Goodyear Shoe Repair
1424	14 th Street	Capitol Dry Cleaners
1426	14 th Street	Cap City Squeeze
1501	14 th Street	Table Vine
1401-09	16 th Street	CLTRE
1412	16 th Street	Vacant
1413-15	16 th Street	Simon's Bar and Grill
1414	16 th Street	Luna's Café
1520-B+D	16 th Street	B: FPI/Legado Leasing Office D: Ketmoree's
1530-A+C	16 th Street	A: Karma Brew Cafe C: Karma Loft
1614	N Street	Hand-in-Hand, CDC
1330	O Street	Sam's Market
1329-31	O Street	Vacant
1036	P Street	Le Croissant
1209	P Street	Forever Young Child Care
1522	14 th Street	CADA Administrative Office
701	S Street	CADA Maintenance Office

EXHIBIT B
TERMS AND CONDITIONS
CONTRACT FOR PUBLIC WORKS: NEW CONSTRUCTION,
REHABILITATION, REPAIR OR MAINTENANCE

- 1. Contractor Relationship to CADA** - At all times during the term of this contract, Contractor shall be an independent contractor and shall not be an employee of Authority. Contractor shall have no authority, express or implied, to act as an agent of Authority in any capacity unless otherwise specifically provided herein.
- 2. Disclosure by Contractor** - Prior to execution of this Contract, Contractor shall disclose to Authority the names of any and all persons, partnerships, corporations and businesses which do business or are located within the Capitol Area (5th, 21st, L and R Streets) with whom contractor is affiliated or from whom Contractor receives income.
- 3. Termination** - If Contractor fails to perform the terms and conditions of this contract, Authority may terminate this contract and be relieved of payment to contractor. In the event of termination, Authority may proceed with the work in any manner deemed proper by Authority. The cost to the Authority shall be deducted from any sum due to Contractor under this contract, and the balance, if any, shall be utilized to offset any and all claims against Contractor.
- 4. Assignment** - Without the prior written consent of Authority, this contract is not assignable by Contractor, either in whole or in part, Authority may withhold consent to assign this contract its sole discretion.
- 5. Alteration in Contract** - No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- 6. Consideration** - The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem unless otherwise expressly provided.
- 7. Indemnification** - Promptly upon execution of the Agreement, the Contractor specifically obligates itself and hereby agrees to protect, hold free and harmless, defend and indemnify the State of California, the City of Sacramento, and the Authority, and their respective officers, officials, agents, employees and volunteers from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, which arise out of or are in any way connected with the Contractor's, or his subcontractors' or suppliers', performance of work under this Contract or failure to comply with any of the obligations contained in the Contract. This indemnity shall imply no reciprocal right of the Contractor in any action on the contract pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Contractor shall apply to any and all acts or omissions, whether active or passive, on the part of the Contractor or his agents, employees, representatives, or Subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the State of California, the City of Sacramento, and the Authority, and/or their respective officers, officials, agents, employees and volunteers.

8. Laws and Regulations - Contractor shall observe and comply with all applicable Federal, State and local laws and regulations which in any way affect the conduct of work under this contract. Contractor shall, at its expense, obtain all permits, licenses, and insurance policies necessary for the completion of the contractor's obligations under this contract. All work to be performed under this contract is expressly subject to the requirements of the Building Code of the City of Sacramento, except that repair and rehabilitation work may be exempted from said requirements by the Executive Director. In the event of said exemption, the exempted contract work shall comply with all state construction standards as would be applicable to the State of California

9. Executive Director - The Executive Director shall be the representative of THE AUTHORITY for purposes of this Contract. He/She shall decide all questions as to the quality or acceptability of materials furnished and work performed, interpreting of the plans and specifications, and all questions as to the acceptable performance of the Contractor. The Executive Director may delegate some portion or all of his authority in this respect. Any reference to the Executive Director in this contract shall mean and refer to the Executive Director or his/her designee. Unless the context requires otherwise, references to Authority shall mean the Executive Director.

10. Fair Employment Practices - The Contractor shall comply with the provisions of the Fair Employment Addendum attached hereto and incorporated by reference into this contract. **To the extent not prohibited by law, the contractor shall enforce the provisions of THE AUTHORITY'S ESB Participation Program.**

11. Changes in the Work to be Performed - The Contractor shall make no change to the work, provide any extra or additional work, or supply labor, services, or materials beyond that actually required for the execution of the contract unless pursuant to a written order from the Executive Director authorizing the change. No claim for an adjustment of the contract price will be paid unless authorized by Authority by written change order.

12. Notices - Any and all notices, demands, requests or other matters required by this contract or by law to be served on, given to, or delivered to either party hereto, Authority or Contractor, by the other party to this contract, shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to the Authority or Contractor as provided in this contract. Either party may change his address for the purpose of notices by giving written notice of such change to the other party in the manner as herein provided.

13. Substitution of Securities for Money Withheld - At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the Authority to ensure performance of the contract. At the expense of Contractor, securities equivalent to the money withheld may be deposited with Authority or with a bank as escrow agent according to a separate escrow agreement as provided in Public Contract Code Section 22300 or its successor. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the Authority shall be charged for such substitution.

14. Method of Payment of Contract Price - (a) No payment will be made for any work performed under this contract unless and until such work has been inspected by an authorized representative of Authority, and said inspector certifies that the work has been satisfactorily completed; (b) Any payment due Contractor will be paid as promptly as fiscal procedures permit after the Executive Director receives the Contractor's invoice and satisfactory evidence of release of all claims by all subcontractors and suppliers of material represented by Contractor's invoice. As a condition precedent to final payment, Contractor shall discharge the State of California, the City of Sacramento, Authority and the officers, agents, and employees of each, from all liabilities, obligations and claims arising under this contract; and (c) No payment made under the Contract shall act as a waiver of the right of the Authority to require the faithful performance of all terms of the Contract.

15. Assignment of Antitrust Causes of Action - In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor offers and agrees to assign to Capitol Area Development Authority all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Authority tenders final payment to Contractor without further acknowledgment by the parties.

16. Travel and Subsistence Payments - Contractor shall pay travel and subsistence payments to each worker, employee or subcontractor needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed in accordance with Section 1773.8 of the Labor Code.

17. Payroll Records - If this contract is for new construction, rehabilitation or repair, Contractor and each subcontractor shall comply with the requirements of Section 1770 of the Labor Code to maintain and produce certified payroll records.

18. Payment of Prevailing Wages – Prevailing wages are required to be paid on construction projects of \$25,001 or greater; or, repair, remodel or demolition projects that are \$15,001 or greater; or, projects that are funded by California State public works finance bonds or any other source that requires payment of prevailing wages. Prevailing wages are not required to be paid on construction projects less than or equal to \$25,000, or repair, remodel, or demolition projects less than or equal to \$15,000.

Copies of the prevailing rate of per diem wages are on file at the Authority's office and are available upon request or online at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. The Contractor shall forfeit as penalty to the Authority the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

The Authority will not recognize any claims for additional compensation because of the payment of the wages set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal, and will not under any circumstances, other than delays caused by the Authority, the Architect, or the Authority's agents, be considered as the basis of a claim against the Authority. The Authority shall review, including by way of job site inspections, and, if appropriate, audit payroll records to verify compliance with the public works requirements of the Labor Code.

If prevailing wages are required, Contractor agrees that the Project is subject to monitoring and enforcement of by the Division of Labor Standards Enforcement as set forth in Chapter 1 of Part 7 of Division 2 of the California Labor Code (commencing at section 1720) and the accompanying regulations at Subchapter 4.5 of Chapter 8 of Division 1 of Title 8 of the California Code of Regulations (commencing at section 16450). The Director of the Department of Industrial Relations of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the Project is to be performed for each craft or type of worker needed to execute the Agreement. Copies of the applicable prevailing wage rate determinations are made available to the Contractor and subcontractor as of the date hereof. The Contractor shall post a copy of this document of the prevailing wages at each job site printed on 8 1/2" X 11" paper or larger, in accordance with California Code of Regulations, Title 8, section 16451(d). It shall be mandatory upon the Contractor and upon any subcontractor under the Contractor or her, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Agreement.

If prevailing wages are required, Contractor and subcontractors shall maintain and furnish to the Department of Industrial Relations, a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports in PDF form shall be transmitted electronically to the Department of Industrial Relations.

If prevailing wages are required, the Department of Industrial Relations shall review, including by way of job site inspections, and, if appropriate, audit payroll records to verify compliance with the public works requirements of the Labor Code. The Department of Industrial Relations will notify the Contractor or subcontractor(s), as appropriate) of any noncompliance, in order for all such Contractor or subcontractor(s) to correct the noncompliance. The Authority and Contractor shall cooperate with the Department of Industrial Relations and DLSE in any investigation of suspected violations of prevailing wage requirements.

The provisions of Labor Code section 1776 are incorporated herein by reference. As directed by the Labor Commissioner, the Authority shall withhold payments equal to the payments due or estimated to be due to the Contractor or subcontractors whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against such Contractor or subcontractors. The Contractor shall be required to withhold payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the subcontractor has cured such delinquency or deficiency.

19. Contractor Registration - No contractor or subcontractor may be listed on a bid proposal for a public works project subject to prevailing wage requirements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project subject to prevailing wage requirements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. All prevailing wage projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

20 Care and Protection - Contractor shall be responsible for any damage done to property caused by nailing, moving materials to and/or from the work site, or any other cause attributable to work on this contract.

Notwithstanding the foregoing, in accordance with Government Code section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities which are not indicated in the contract plans and specifications with reasonable accuracy, and for the equipment on the project necessarily idled during such work, provided that the Contractor shall first notify the Authority before commencing work on locating, repairing damage to, removing or relocating such utilities. Contractor shall not be assessed liquidated damages for delays in completing the work when such delays are due to the failure of the Authority or the owner of the utility to provide for removal or relocation of such utility facilities.

The Contractor shall take all precautions necessary to protect the existing utilities within the project area. Any utilities damaged due to the Contractor's negligence shall be repaired or restored to their original condition at the Contractor's sole expense. Existing utilities shall be kept in service during the life of the Contract unless relocation, reconstruction, abandonment, or outage is specifically authorized by the Authority. The Contractor shall provide and maintain such temporary supports as may be necessary to preserve the functions of the various utility systems. No wires, conduits and/or pipes shall be removed until all services therein have been made inoperable.

The Contractor shall notify the Authority and appropriate Regional Notification Center for operators of subsurface installations at least two (2) working days, but not more than fourteen (14) calendar days, prior to performing excavation or other work close to any underground pipeline, conduit, duct, wire and other structures. The Contractor shall provide updated information to the Notification Center as required and on a periodic basis. The Regional Notification Center includes but is not limited to the Underground Service Alert-Northern California (USA) at 1-800-642-2444.

The Contractor is advised that the State of California does not participate in USA. The Contractor is required to notify CalTrans Permits Branch (916) 322-1297 for the location of State facilities.

The Contractor shall not proceed with work until utility facilities involved have been located, disconnected, or otherwise adjusted by utility representatives.

21. Payment to Subcontractors - Contractor shall submit to Authority prior to the commencement of work on the contract: (1) a list of the names and business addresses of each subcontractor, if any, who will perform work or labor or render service in any amount greater than one half of one percent of the total bid; (2) a description of the type of work to be done by each subcontractor; and (3) a statement of the portion of work to be done by each subcontractor. Unless the subcontractor is in default, Contractor shall pay his subcontractors within ten (10) days of receipt of each progress payment, unless otherwise agreed to in writing by the parties, the amount paid to Contractor for work performed by the subcontractors to the extent of each such subcontractor's interest therein.

22. Stop Notices - The Authority may, at its option, and at any time retain out of any money due Contractor, sums sufficient to cover any claims filed pursuant to Civil Code Section 3179, *et seq.*, or any similar statute.

23. Working Hours - No employee, workman, or subcontractor of the Contractor shall work in the excess of eight hours a day and forty hours in any one week unless compensation is paid for all excess hours at a rate not less than one and one-half times the prevailing wage as provided in Section 18 of these Standard Form Terms and Conditions. Contractor shall keep and shall require all subcontractors to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed under this contract which record shall be kept open at all reasonable hours to inspection by the Authority and by the Division of Labor Law Enforcement. The Contractor or subcontractor shall, as a penalty to the Authority, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor, or its subcontractor, for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of either Labor Code Section 1813 or 1815.

24. Apprentices - Pursuant to Section 1777.5 and 1777.6 of the Labor Code and in accordance with the regulations of the California Apprenticeship Council (Title 8 California Code of Regulations Section 200, *et. seq.*) and local apprenticeship standards for the craft or trade, properly indentured apprentices may be employed in prosecution of work. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, *ex officio*, the administrator of apprenticeship, State Building Annex 445 Golden Gate Avenue, San Francisco, or from the Division of Apprenticeship Standards and its branch offices.

25. Accounting Records - Contractor shall check all materials, equipment and labor entering into the work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Contract. Authority shall be afforded access to all Contractor's records, books, correspondence, instructions, drafting, receipts, vouchers, memoranda and similar data relating to this contract, and Contractor shall preserve all such records for a period of three (3) years after the final payment.

26. Contract Bonds - At the time this contract is executed, Contractor shall provide the payment and performance bonds. The performance bond shall guarantee the faithful performance of the contract by the Contractor and shall be in the amount of one hundred percent (100%) of the contract price. The payment bond shall secure the payment of the claims of subcontractors, materialmen and employees, shall contain all other provisions required by law, and shall be in a sum equal to at 100% of the contract price as provided in Section 3248 of the Civil Code. Whenever the Executive Director has cause to believe that the surety has become insufficient, he may demand in writing of Contractor further bonds or additional surety.

27. Surplus Materials and Clean-Up Premises - Contractor shall keep the work site and the surrounding area clean and orderly during the course of the work. Surplus materials delivered to the job site and all materials, fixtures, and equipment shall remain or become the property of the Contractor and shall be removed from the job site promptly after completion. Surplus materials remaining on the work site for ten (10) days after completion of the Contract work shall be deemed the property of the Authority unless Authority demands that Contractor remove such materials. The Contractor shall leave the work site in a clean condition; any costs incurred by the Authority to clean the work site will be charged against Contractor.

28. Excavations and Disposition of Hazardous Waste - Any contract which involves digging trenches or other excavations that extend deeper than four (4) feet below the surface shall comply with the following:

A. The contractor shall promptly, and before the following conditions are disturbed, notify the Authority, in writing, of any: (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; and (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. The Authority shall promptly investigate the conditions indicated by Contractor's notice. If the Authority finds that the conditions do involve hazardous waste or do materially so differ and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the Authority shall issue a change order under the procedures set forth in this Contract.

C. In the event a dispute arises between the Authority and the Contractor whether the conditions involve hazardous waste or materially so differ, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from the scheduled completion date(s) set forth in this Contract but shall diligently proceed with all work to be performed under this Contract. Contractor shall retain any and all rights provided by this Contract or by law pertaining to the resolution of disputes and protests between the parties hereto.

This clause is consistent with Public Contract Code Section 7104.

29. Conditions with Air Pollution Control Actions - Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes, which apply to any work performed pursuant to this Contract.

30. Excusable Delays - Contractor shall not be charged with liquidated damages for any delay in the completion of work due to: (a) Any act of the government, including but not limited to, controls or restrictions upon requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency; (b) Causes not reasonably anticipated by the parties to this contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of nature or the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, freight embargoes; and (c) Any delay of subcontractors occasioned by any of the causes specified in subparagraphs (a) and (b) above. If any delay occurs, Contractor shall promptly (in no event more than 10 calendar days) notify the Executive Director in writing of the cause of the delay. If notification occurs after ten (10) days, the delay may be excused only from the date of notification. If the facts show excusable delay, the Executive Director may extend the contract time by a period equal to the period of excusable delay only for the completion of the work as a whole.

31. Guarantors - Except as otherwise expressly provided in the Specifications and excepting only items or routine maintenance, ordinary wear and tear and unusual abuse or neglect, Contractor guarantees all work executed by Contractor and all supplies, materials, and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to Authority as a part of the work pursuant to the contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire work by the Authority. In the event that Contractor shall fail to comply with the conditions of the foregoing guarantee within ten (10) days' time, after being notified of the defect in writing, Authority shall have the right, but shall not be obligated to, repair, or obtain the repair of, the defect and contractor shall pay to Authority on demand all costs and expenses of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or materials covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety of any person or any property interest, Authority shall have the right to immediately repair, or cause to be repaired, such defect and Contractor shall pay to Authority on demand all costs and expenses of such repair. The foregoing statement relating to hazards to health and safety and property shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of Authority.

32. Contractor Bankrupt - If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the Authority may, without prejudice to any other right or remedy, declare Contractor to be in default and complete the work by giving notice to Contractor and his surety. Contractor's surety shall complete the work and in the event Contractor's surety fails to commence completion of the work within thirty (30) days of the date of notice of default, Authority shall have the right, but not the obligation, to complete or cause the completion of the work.

33. Cooperation of Contractor - After execution by Authority, Authority shall supply Contractor one complete copy of the contract documents. This set shall include plans, specifications, standard form terms and conditions, and the fully executed contract. Authority shall also make available to Contractor at least three (3) copies of plans and specifications for his use in prosecuting the work. One copy of plans and specifications shall be kept at the site of the work and be available for use by the Authority. Contractor may request additional copies of any of the contract documents and Authority shall supply such copies as requested at Contractor's cost. Contractor shall give the work the constant attention necessary to facilitate the progress thereof. Contractor shall cooperate with the Authority and with other contractors in every way possible. Authority shall allocate the work and designate the sequence of construction in the case of controversy between contractors. Contractor shall at all times have a competent superintendent at the site of the work and said superintendent shall be fully authorized as his agent on the work. Such superintendent shall be capable of reading and understanding the plans and specifications and shall receive and follow any instruction given by Authority.

34. Drawings - Before final acceptance of the work, Contractor shall provide to Authority as built construction drawings showing in detail all changes made from the original plans. Before final payment is made, Contractor shall furnish copies of all warranties, technical manuals, and maintenance manuals of instruction for all devices furnished or installed by Contractor.

35. Trade Names - For convenience in designation, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of the manufacturer and his catalogue information. The use of an alternative article or material which is of equal quality and which has the required characteristics for the purpose intended will be permitted, subject to the following requirements: The burden of proof as to the quality and durability of alternatives shall be upon Contractor and he shall furnish all information necessary as required by the Executive Director. The Executive Director shall be the sole judge as to the quality and durability of alternative articles or materials and his decision shall be final. Whenever the specifications permit the substitution of similar or equivalent materials or articles, no tests or action relating to the approval of such substitute materials or articles will be made until the request for substitution is made in writing by Contractor accompanied by complete data as to the equality of the materials or articles proposed. Such request shall be made in ample time to permit approval without delaying the work, but need not be made in less than thirty-five (35) days after award of the contract.

36. Patent Claims - Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work and shall defend, indemnify and save harmless the Authority, State of California, City of Sacramento together with all their officers and employees, and their duly authorized representatives, from all actions of every nature for, or on account of the use of any patented materials, equipment, devices, or processes used on or incorporated in the work.

37. Items Containing Trade Secrets or Proprietary Rights Prohibited - Neither Contractor nor any subcontractor working for Contractor shall furnish any item or combination of items to which, or in which, Contractor or any such subcontractor shall fail or refuse to furnish with the scope of the contract and the contract price sufficient technical data or information in whatever form as may be required to enable Authority to contract with contractors other than Contractor and such subcontractor to maintain any such item or items in serviceable condition. "Contractors other than Contractor and such subcontractors" shall mean persons or business entities completely unrelated to Contractor or such subcontractor whether by ownership, business or familiar relationship, contract, license arrangement or any other arrangement of any nature. The foregoing prohibition shall include, without limitation of the generality of the foregoing, any item, assembly, or combination of items, process, or processes, electrical or mechanical or electro-mechanical or microprocessor process or program, or combination of sequence thereof. Neither Contractor nor any subcontractor shall furnish any item or combination of items pursuant to this contract containing any program or programmable item without first obtaining the written consent of the Executive Director which may be withheld or conditioned in any manner determined to be in the best interest of the Authority by the Executive Director in his sole discretion. In the event of any conflict between the provisions of this paragraph and paragraph 35 ("Trade Names"), the provisions of this paragraph shall prevail.

38. Separate Contracts - Authority reserves the right to let other contracts in connection with any project. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs. If any part of Contractor's work depends on proper execution or results upon the work of any other contractor, Contractor shall inspect and promptly report to the Executive Director any defects in such work that renders it unsuitable for such proper execution and results. Contractor's failure so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of contractor's work, except as to defects which may develop in the other Contractor's work after the execution of Contractor's work.

39. Insurance – During the term of this contract and until final completion and acceptance of the work required by contract documents, contractor shall maintain in full force and effect at his own expense the insurance coverage noted below. Certificate(s) of Insurance and required endorsements must be provided to the Authority before any work begins. Authority reserves the right to request or approve different limits than stated below. If Contractor fails to keep all the required insurance in force, Contractor shall immediately discontinue any and all work. Authority will withhold any and all payments, until notification is received by Authority that such insurance has been reissued in full force. Failure to maintain any items of required insurance will be sufficient cause for termination of the contract.

Insurance Companies must be acceptable to the Authority. Contractor shall maintain insurance on all of Contractor's operations during the progress of the work, with insurance companies operating on an "admitted" basis in California with an AM BEST's rating of at least A- VIII. Coverage shall be on forms acceptable to the Authority and shall be the greater of all the insurance coverages and limits carried by the contractor or the minimum insurance and amounts included below:

A. Workers' Compensation

1. Statutory limits, as required by law.
2. Waiver of Right of Recovery Endorsement in favor of the Authority and any others, or equivalent endorsement, as required by Prime Contract.

B. Commercial General Liability

1. On an Occurrence Basis
 - (i) 1,000,000 Each Occurrence, Bodily Injury and Property Damage, combined single limit
 - (ii) 2,000,000 General Aggregate
 - (iii) 2,000,000 Products & Completed Operations Aggregate
 - (iv) 2,000,000 Personal & Advertising Liability Aggregate
 - (v) 2,000,000 Per Project Aggregate
2. CGL policy form shall be ISO CG 00 01 11 88, or equivalent, unless agreed to in writing by AUTHORITY.
3. Claims made policies, including modified occurrence forms, are not acceptable. Contractor's deductible or self-insured retention shall be no greater than \$10,000 per occurrence.
4. CGL coverage to **include**:
 - (i) Premises operations and mobile equipment liability.
 - (ii) Completed operations and products liability.
 - (iii) Contractual liability insuring the obligations of Contractor's obligations assumed in this contract.
 - (iv) Owner's & Contractor's Protective Liability (OCP).
 - (v) Coverage for explosion, collapse, and underground property damage.
 - (vi) Coverage for subsidence.
 - (vii) Broad form property damage.
 - (viii) Personal injury.
 - (ix) Severability of interest.

C. Automobile

1. \$1,000,000 Per Accident, Bodily Injury and Property Damage, combined single limit.
2. Liability shall be for "Any Auto."
3. Coverage to include "Hired" and "Non-Owned" autos.

D. **Excess Liability**

1. On an Occurrence Basis. Claims made policies, including modified occurrence forms, are not acceptable.
2. 1,000,000 Each Occurrence, Bodily Injury and Property Damage, combined single limit.
3. 1,000,000 Aggregate.

E. **Builder's Risk**

1. Contractor is responsible for insurance on Contractor's work until final acceptance by Authority. Contractor can comply with this section through the purchase of an Installation Floater, or Builder's Risk insurance on an "All Risk" basis, excluding Earthquake & Flood.
2. Deductibles under the insurance required in 5.(a) shall be no larger than \$2,500 per occurrence.
3. Contractor shall be responsible for said deductible.
4. Authority shall be named as additional insured and loss payee on said policy.
5. Builder's Risk insurance shall allow for "testing."
6. Insurance in this section shall provide coverage for property stored off premises and while in transit.

F. **Additional Insureds**

1. **Policies described in item B, C, D, and E above, shall be endorsed to name Authority, the State of California, the City of Sacramento its subsidiaries and affiliates and their shareholders, directors, officers, employees and agents as additional insureds.**
2. Policies shall also add as an additional insured any other person or entity required by contract to be so added.
3. Policies shall stipulate that the insurance afforded to the additional insureds shall be primary insurance and that any insurance carried by the additional insureds shall be excess and non-contributory with Contractor's insurance.
4. **Contractor shall use Additional Insured Endorsement CG 20 38 04 13, and Primary and Non-Contributory Endorsement CG 20-01 or coverage at least as broad for policies described in B, C, D, and E above.**
5. Policies described in item B, C, and D above, shall include an insurer's waiver of subrogation rights in favor of the Authority.

G. **Certificates and Endorsements**

Certificates of insurance and all necessary endorsements shall be furnished by Contractor to Authority before any work is commenced hereunder by Contractor.

H. **Term of Coverage**

All such insurance coverage shall remain in effect until Contractor's work has been completed.

I. **Insurance Noncompliance by Contractor**

If Contractor does not comply with the insurance requirements of this contract, the Authority may, at its option, provide insurance coverage to protect the Authority and charge Contractor for the cost of that insurance. If the Authority elects to provide such insurance, this shall in no way limit or relieve Contractor of the duties and responsibilities assumed by it in this Contract.

40. Claims and Disputes -

A. Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Authority and the Contractor arising out of or relating to the Contract Documents. Claims must be made by written notice; must include documents supporting delay claim, including but not limited to evidence of all facts supporting alleged claim and current schedule showing impact of event or occurrence on critical path. The responsibility to substantiate Claims shall rest with the party making the Claim. This contract does not recognize the term potential claim.

B. Decision of Architect

Claims, including those alleging an error or omission by the Architect (or if no Architect then Engineer) shall be referred initially to the Architect for action as provided in paragraph 41. A decision by the Architect, as provided in paragraph 41(d), shall be required as a condition precedent to mediation of a Claim between the Contractor and the Authority as to all such matters arising prior to the date final payment is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to mediation in the event: the position of Architect is vacant; the Architect has not received evidence or has failed to render a decision within agreed time limit; the Architect has failed to take action required under paragraph 41(d) within thirty (30) calendar days after the Claim is made, forty-five (45) calendar days have passed after the Claim has been referred to the Architect; or the Claim relates to a Stop Notice Claim.

C. Time Limit on Claims

Claims by either party must be made within ten (10) calendar days after occurrence of the event giving rise to such Claim or within ten (10) calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by change order will not be considered. The failure of the Contractor to provide the required Notice shall constitute an express waiver of any right to assert such claim, whether affirmatively or defensively.

D. Personal Certification of all Claims

PERSONAL CERTIFICATION OF ALL CLAIMS, must be submitted with all claims in the following format on Contractor's letter head:

I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (GENERAL CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE AUTHORITY IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650-12655, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

E. Continuing Contract Performance

Pending final resolution of a Claim including mediation, arbitration, or litigation, unless otherwise agreed to in writing, the Contractor shall proceed diligently with performance of the Contract, and the Authority shall continue to make any undisputed payments in accordance with the Contract. Contractor hereby waives, for itself and all Subcontractors, any and all rights of rescission or work stoppage based on Authority's failure to pay for disputed items included in or to be included in any Claim.

F. Claims for Concealed or Unknown Conditions

1. Trenches or Excavations Less Than Four Feet Below the Surface.

If conditions are encountered at the site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) calendar days after first observance of the conditions. The Architect will promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the Contractor's cost of, time required for, or performance of any part of the Work, will recommend an equitable adjustment in the Contract sum, Contract time, or both. If the Architect determines that the conditions at the Site are not materially different from those indicated in the Contract documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Authority and the Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within ten (10) calendar days after the Architect has given notice of the decision. If the Authority and the Contractor cannot agree on an adjustment in the Contract sum or the Contract time, the adjustment shall be referred to the Architect for initial determination, subject to other proceedings pursuant to paragraph 41.

Trenches or Excavations Greater Than Four Feet Below the Surface.

Pursuant to Public Contract Code §7104, when any excavation or trenching extends greater than four feet below the surface:

The Contractor shall promptly, and before the following conditions are disturbed, notify the District in writing, of any:

Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

Subsurface or latent physical conditions at the site differing from those indicated.

Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Authority shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work will issue a change order under the procedures described in the Contract.

In the event that a dispute arises between the Authority and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

G. Claims for Additional Cost

If the Contractor wishes to make Claim for an increase in the Contract sum, written notice as provided herein shall be given before proceeding to execute the Work. Each Claim for additional cost must include any claim for additional time associated with that claim and include all associated for both time and cost in their entirety. Prior notice is not required for claims relating to an emergency endangering life or property. If the Contractor believes additional cost is involved for reasons, including, but not limited to the following: a written interpretation from the Architect, an order by the Authority to stop the Work where the Contractor was not at fault, a written order for a minor change in the Work issued by the Architect, failure of payment by the Authority, termination of the Contract by the Authority, the Authority's suspension of the Work, or other reasonable grounds, a claim shall be filed in accordance with the procedure established herein.

H. Claims for Additional Time

1. Notice and Extent of Claim

If the Contractor wishes to make a claim for an increase in the Contract time, written notice as provided herein shall be given. The Contractor's claim shall include the cost associated with the extension and effect of delay on progress of the Work. In the case of a continuing delay, only one (1) claim is necessary. Any claim for time must include a fragmentary schedule as described in 39(h)(1)(a).

a. FRAGMENTARY SCHEDULE FOR EXTENSION OF TIME.

(i) The Contractor's fragmentary schedule shall show all additional schedule activities required by a delay and all changes to existing schedule activities made necessary by the delay. For each additional or changed activity, contractor shall identify the new duration, start and finish dates and predecessor-successor relationships.

(ii) Authority reserves the right to modify the fragmentary schedule to more accurately reflect the effect of changed work.

(iii) Failure to submit a fragmentary schedule will result in waiving contractor's right for additional time.

(iv) Failure to request a time extension in accordance with 40(c) will result in waiving Contractor's right for additional time.

2. Adverse Weather Claims.

If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the Project Critical path.

3. No Reservation Allowed.

In no event will the Contractor be allowed to reserve its rights to assert a claim for time extension later than as required by paragraph 39(c) unless the Authority agrees in writing to allow such reservation.

a. Injury or Damage to Person or Property.

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employees or agents, or others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a claim for additional cost or time related to this claim is to be asserted, it shall be made as provided in paragraphs 40(g) or 40(h).

41. Resolution of Claims and Disputes -

A. Architect's Review.

The Architect will review claims and take one or more of the following preliminary actions within ten (10) days of receipt of a claim: request additional supporting data from the claimant; submit a schedule to the parties indicating when the Architect expects to take action; reject the claim in whole or in part, stating reasons for rejection; recommend approval of the claim by the other party; or suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

B. Documentation if Resolved

If a claim has been resolved, the Architect will prepare or obtain appropriate documentation.

C. Actions if Not Resolved

If a claim has not been resolved, the party making the claim shall, within ten (10) days after the Architect's preliminary response, take one or more of the following actions: submit additional supporting data requested by the Architect; modify the initial claim; or notify the Architect that the initial claim stands.

D. Architect's Written Decision

If a claim has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven (7) days. Upon expiration of such time period, the Architect will render to the parties its written decision relative to the claim, including any change in the Contract sum or Contract time or both. The Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

42. Submission of Claim to Authority

(a) Authority Review of Unresolved Claims

To the extent that the Contractor disputes the Architect's Written Decision issued pursuant to paragraph 41(D) , or to the extent the Architect fails to issue a timely written decision, the Contractor may file a written claim, as defined by Public Contract Code section 9204(c)(1), with the Authority including reasonable documentation to support the claim. Upon receipt of the claim, the Authority shall conduct a reasonable review of the claim, and within a period not to exceed 45 days, the Authority shall provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. The time in which the Authority must provide a written statement may be extended by mutual agreement of the parties as specified by Public Contract Code section 9204(d)(1)(C). The Authority shall pay any undisputed portion of the claim within 60 days after issuance of its written statement.

(b) Meet and Confer Regarding Unresolved Claims

If the Contractor disputes the Authority's written statement issued pursuant to Paragraph 41(D) or if the Authority fails to issue a timely written response, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Authority shall schedule a meet and confer conference within 30 days for settlement of the dispute. The meet and confer conference shall be attended by senior executives of the parties who have authority to settle the controversy. Within 10 business days following the conclusion of the meet and confer conference, the Authority shall provide the Contractor with a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. The Authority shall pay any undisputed portion of the claim within 60 days after it issues its written statement.

(c) Mediation

If the Contractor disputes, in writing, any portion of the Authority's written statement as issued under Paragraph 41(D), the disputed items shall be submitted to nonbinding mediation according to the provisions of Public Contract Code section 9204(d)(2), and any costs of mediation shall be allocated as set forth in that section. Upon receipt of a claim, the Authority and the Contractor may agree to waive, in writing, mediation.

(d) Failure to Respond or Pay

If the Authority fails to timely respond to a claim from the Contractor or otherwise fails to meet the time requirements of Public Contract Code section 9204, the claim shall be deemed rejected in its entirety. Additionally, amounts not timely paid in the manner required by Public Contract Code section 9204 shall bear interest at 7 percent per annum.

(e) Subcontractor Claims

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against the Authority because privity of contract does not exist, the Contractor may present to the Authority a claim on behalf of the subcontractor or lower tier subcontractor pursuant to Public Contract Code section 9204(d)(5).

44. Attorney's Fees - In the event any action is brought by either party to this contract to enforce this contract or for breach of this contract or for a declaration of rights and duties of the parties to this contract, the prevailing party shall recover its cost of suit and attorney's fees incurred in such action from the other party.

45. Conflict – In the event of a conflict or inconsistency between the Specifications (General or Technical), the Drawings, and/or the Scope of Work portion of the contract documents, the documents shall govern in the following order of precedence: the Specifications, the Drawings, and the Scope of Work. Technical Specifications take precedence over general Specifications and detail Drawings take precedence over general Drawings. As between schedules and other information given on Drawings, the schedules shall govern. If an item is shown on any Drawing and not specifically included in the Specifications, the Drawing shall govern. Such conflict or inconsistency shall be brought to the attention of the Executive Director as soon as the conflict is discovered.

46. Fair Employment Addendum -

The Authority adopts this Fair Employment Addendum as its M/WBE contracting policy. It shall be included in all contracts and be applicable as provided herein.

A. Nondiscrimination and Enforcement

The provisions of the Part A of the Fair Employment Addendum shall apply to all contracts.

1. In the performance of this contract the Contractor will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, mental condition, marital status, or sex pursuant to Section 12940 *et seq.*, of the Government Code. The Contractor will ensure that applicants are employed, and that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental condition, marital status, or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; terms, conditions or privileges of employment; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Authority setting forth the provisions of this Fair Employment Addendum section.

2. Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment and Housing Commission or Authority for the purpose of investigation to ascertain compliance with the Fair Employment section of this Agreement.

3. Contractor shall designate an individual responsible for the enforcement of this Fair Employment Addendum, and shall provide the name, address and telephone number of such person to the Authority.

4. Remedies for willful violation:

(a) Authority may determine a willful violation of these Fair Employment provisions to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Contractor has violated the California Fair Employment and Housing Act and has issued an order, under Government Code Section 12970, which has become final, or obtained injunctive relief under Government Code Section 129704.

(b) For willful violation of these Fair Employment provisions, Authority shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by Authority in securing the goods or services hereunder shall be borne and paid by Contractor and by its surety under the performance bond, if any. Authority may deduct from any monies due, or that thereafter may become due to Contractor, the differences between the price named in the Contract and the actual cost thereof to Authority.



FISCAL YEAR 2023-2024 FY COUNTERTOP REPLACEMENTS VARIOUS LOCATIONS SACRAMENTO, CALIFORNIA 95814

Section 3

Other Required Documents

Contractor, upon AWARD OF CONTRACT, MUST be prepared to complete and/or provide all the documents listed in this section.

- ☒ Workers Compensation Insurance Certification
- ☒ Warranty / Guarantee
- ☒ Certificates of Insurance *as required by Exhibit B Terms and Conditions*
- ☒ Required Licenses (Copies of All Licenses)
- ☒ Apprentice Statement
- ☒ Form W-9; Request for Taxpayer I.D. Certification
- ☒ CADA Contractor Code of Conduct
- ☒ Asbestos-Free Materials Certification
- ☒ Recycled Content Certification (Pub. Cont. Code § 22152)



CAPITOL AREA DEVELOPMENT AUTHORITY WORKERS' COMPENSATION INSURANCE CERTIFICATION

WORKERS' COMPENSATION DECLARATION

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

I hereby affirm under penalty of perjury one of the following declarations:

_____ I have and will maintain a certificate of consent to self-insure for workers' compensation, issued by the Director of Industrial Relations as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

OSIP Certificate No. _____

_____ I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier _____ **Policy Number** _____ **Expiration Date** _____

Name of Agent _____ **Phone #** _____

_____ I certify that, in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Signature of Applicant

Date

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If the bidder is: (example)

1. An individual using a firm name, sign:
"John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, sign:
"Your name only."
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by John Doe, Co-Partner."
4. A corporation: "Blank Company, by John Doe, Secretary" (or other title)

**CAPITOL AREA DEVELOPMENT AUTHORITY
WARRANTY/GUARANTEE**

We hereby unconditionally guarantee the materials and workmanship for:

All work Completed under the Fiscal Year Maintenance Contract #C24-____ as stated above. Time period to begin as of the date invoiced for such assignment or work order in which we propose to furnish and perform in the Capitol Area for **Two (2) years** in accordance with the contract between us and the Capitol Area Development Authority (CADA). We agree to repair or replace any or all such materials and work ("work"), together with all or any other work which may be damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the contract or defective in workmanship or material within the period of one (1) years from the date of acceptance without expense whatsoever to CADA, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to commence said repair or replacement work pursuant to the above-mentioned conditions within five (5) days after being notified in writing of any work not in accordance with the requirements of the contract or any defect in the work, or to prosecute with due diligence all work necessary to fulfill the terms of this guarantee and to complete the work within a reasonable period of time, we collectively and separately do hereby authorize CADA to proceed to have the defects repaired and made good at our expense and will pay the costs and damages therefore immediately upon demand. CADA shall be entitled to all costs, including reasonable attorney's fees, necessarily incurred by our refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of CADA's employees, property, licensees or the public, CADA may undertake at our expense without prior notice all work necessary to correct such hazardous condition when it was caused by our tract or other defect in the work.

Signed _____ this _____ day of _____, **2023**, in Sacramento, California.

By _____
(Print name and title)

Of _____
(Company Name)



Contractor Insurance Requirements

Contractor shall maintain insurance on all of Contractor's operations during the progress of the work, with insurance companies operating on an "admitted" basis in California with an AM BEST's rating of at least A- VIII. Coverage shall be on forms acceptable to CADA and shall be the greater of all insurance coverages and limits carried by the contractor or the minimum insurance and amounts included below:

1. CERTIFICATES

CERTIFICATES OF INSURANCE SHALL BE FURNISHED BY CONTRACTOR TO CADA BEFORE ANY WORK IS COMMENCED HEREUNDER BY CONTRACTOR.

2. WORKERS' COMPENSATION

- a. Statutory limits, as required by law.
- b. Employers liability
 - i. \$1,000,000 by accident
 - ii. \$1,000,000 by disease - policy limit
 - iii. \$1,000,000 by disease - each employee
- c. **Waiver of Right of Recovery (Waiver of Subrogation) Endorsement in favor of CADA, Owner, and any others, as required by Contract.**

3. COMMERCIAL GENERAL LIABILITY

- a. On an Occurrence Basis
 - i. 1,000,000 Each Occurrence, Bodily Injury and Property Damage, combined single limit
 - ii. 2,000,000 General Aggregate
 - iii. 2,000,000 Products & Completed Operations Aggregate
 - iv. 2,000,000 Personal & Advertising Liability Aggregate
 - v. 2,000,000 Per Project Aggregate
- b. CGL policy form shall be ISO CG 00 01 11 88, or equivalent, unless agreed to in writing by CADA.
- c. Claims made policies, including modified occurrence forms, are not acceptable.
- d. Contractor's deductible or self-insured retention shall be no greater than 10,000 per occurrence.
- e. CGL coverage to **include**:
 - i. Premises operations and mobile equipment liability.
 - ii. Completed operations and products liability.
 - iii. Contractual liability insuring the obligations of Contractor's obligations assumed in this contract.
 - iv. Owner's & Contractor's Protective Liability (OCP).
 - v. Coverage for explosion, collapse, and underground property damage.
 - vi. Coverage for subsidence.
 - vii. Broad form property damage.
 - viii. Personal injury.
 - ix. Severability of interest.

4. AUTOMOBILE

- a. \$1,000,000 Per Accident, Bodily Injury and Property Damage, combined single limit.
- b. Liability shall be for "Any Auto"
- c. Coverage to include "Hired" and "Non-Owned" autos

5. EXCESS LIABILITY

- a. On an Occurrence Basis
- b. Claims made policies, including modified occurrence forms, are not acceptable.
- c. 1,000,000 Each Occurrence, Bodily Injury and Property Damage, combined single limit
- d. 1,000,000 Aggregate

6. BUILDER'S RISK

Contractor is responsible for insurance on Contractor's work until final acceptance by CADA. Contractor can comply with this section through the purchase of an Installation Floater, or Builder's Risk insurance on an "All Risk" basis, excluding Earthquake & Flood.

- a. Deductibles under the insurance required in 5.(a) shall be no larger than \$2,500 per occurrence.
- b. Contractor shall be responsible for said deductible.
- c. CADA shall be named as additional insured and loss payee on said policy.
- d. Builder's Risk insurance shall allow for "testing."
- e. Insurance in this section shall provide coverage for property stored off premises and while in transit.

7. ADDITIONAL INSURED

POLICIES DESCRIBED IN ITEM 2, 3, 4, AND 5 ABOVE, SHALL BE ENDORSED TO NAME CADA, STATE OF CALIFORNIA, CITY OF SACRAMENTO, ITS SUBSIDIARIES AND AFFILIATES AND THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AS ADDITIONAL INSURED.

- a. Policies shall also add as an additional insured any other person or entity required by contract to be so added.
- b. Policies shall stipulate that the insurance afforded to the additional insureds shall be **primary** insurance and that any insurance carried by the additional insureds shall be excess and non-contributory with Contractor's insurance.
- c. **Contractor shall use Additional Insured Endorsement CG 20 38 04 13 and Primary and Non-Contributory Endorsement CG 20 01, or coverage equally as broad for policies described in 2, 4, and 5 above.**

8. TERM OF COVERAGE

All such insurance coverage shall remain in effect until Contractor's work has been completed and received final acceptance by CADA.

9. INSURANCE NONCOMPLIANCE BY CONTRACTOR

If Contractor does not comply with the insurance requirements of this contract, CADA may, at its option, provide insurance coverage to protect Owner and CADA and charge Contractor for the cost of that insurance. If CADA elects to provide such insurance, this shall in no way limit or relieve Contractor of the duties and responsibilities assumed by it in this Subcontract.

CONSTRUCTION CONTRACTS —

- Contractor is responsible to ensure that subcontractors' insurance coverage is at least as broad as contractor's and includes the required Additional Insured Endorsements.
- **All construction contracts require Bonds as noted below —**
 - Payment Bond 100%
 - Performance Bond 100%



CAPITOL AREA DEVELOPMENT AUTHORITY TRAINING OF APPRENTICES ON PUBLIC WORKS CONTRACTS

Attention is directed to the provisions in Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the contractor or any sub-contractor under him.

Section 1777.5, as amended, requires the contractor or subcontractor employing tradesmen in any apprentice occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except where an exception is issued on one of the following conditions:

- A. In the event unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%), or
- B. In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- C. If there is a showing that the apprentice craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis.
- D. If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life or the life, safety, or property or fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprentice trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor and any sub-contractor under him shall comply with the requirement of Sections 1777.5 and 1777.6 in the employment of apprentices. Noncompliance with Section 1777.5 can result in substantial penalties under Section 1777.7.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

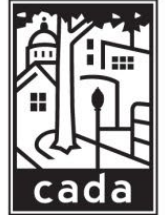


CADA Contractor/Vendor Code of Conduct

If any Subcontractor, Contractor, and/or their respective employees fails or refuses to carry out the directions of CADA Project Manager/Facilities Manager or appears to CADA Project Manager/Facilities Manager to be incompetent or to act in an improper manner, that person shall be removed from the Project immediately on any reasonable request of the CADA Project Manager/Facilities Manager. That person shall not again be employed on the Work. Such discharge shall not be the basis for any claim for compensation or damages against CADA, or any of its officers or agents.

While performing the Work at a CADA property, the Contractor, the Subcontractor, and/or their respective employees shall:

1. wear an identification badge, t-shirt, letter of authority or other identification showing the affiliation with the contractor or subcontractor;
2. be polite and courteous at all times to the residents of the occupied premises and will minimize noise, disruption and inconvenience to the tenants;
3. direct all tenant questions and disputes regarding the Work, to CADA Administrative Offices or the Project Manager, or Facilities Manager;
4. not engage in discussion, conversation, explanation, advice or opinion, with tenants about matters relating to personal matters;
5. consider tenants' safety, health, comfort, and security at all times;
6. not use offensive language, play loud music, or engage in loud or boisterous behavior;
7. not comment on the property or a tenant's lifestyles;
8. not smoke indoors, consume alcohol or use prohibited substances;
9. not bring visitors unrelated to the Work;
10. not bring animals or pets to the Work;
11. not mistreat a tenant's pet; and
12. not use tenants' telephones, except in cases of emergency.



**ASBESTOS-FREE MATERIALS CERTIFICATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

FY COUNTERTOP REPLACEMENTS

The undersigned declares that he or she is the person who executed the bid for the FY COUNTERTOP REPLACEMENTS – Contract # C24-_____ (hereinafter referred to as the “Project”), and submitted it to the CAPITOL AREA DEVELOPMENT AUTHORITY (hereinafter referred to as “Authority”) on behalf of _____ (hereinafter referred to as the “Contractor”).

To the best of my knowledge, information and belief, in completing the Contractor’s Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the Authority.

Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency. The ASBESTOS REMOVAL CONTRACTOR shall be a Cal/OSHA registered contractor qualified in the removal of asbestos and shall be chosen and approved by a Cal/OSHA certified Asbestos Consultant who shall have sole discretion and final determination in this matter. The asbestos consultant shall be chosen and approved by the Authority who shall have sole discretion and final determination in this matter. The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this _____ day of _____, 2023 at _____.

Name of Contractor (*Print or Type*)

[Required notary acknowledgement on following page]

Execute and return with bid

Acknowledgment

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

State of California)
County of Sacramento)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal) _____

Execute and return with bid



RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the FY COUNTERTOP REPLACEMENTS – Contract # C24-____ (hereinafter referred to as the “Project”), and submitted it to the CAPITOL AREA DEVELOPMENT AUTHORITY (hereinafter referred to as “Authority”) on behalf of _____ hereinafter referred to as the “Contractor”).

Pursuant to Public Contract Code section 22152, the Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code section 12200, in products, materials, goods, or supplies offered or sold to Authority. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Public Contract Code § 22152).

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this ____ day of _____, 2023.

(City and State)

(Signature)

(Handwritten or Typed Name)