

DESIGN-BUILD AGREEMENT

FOR

DOMINGUEZ PARK PLAYGROUND EQUIPMENT IMPROVEMENT
PROJECT

BETWEEN

THE CITY OF REDONDO BEACH
AS OWNER

AND

PLAYCORE WISCONSIN INC., DBA GAMETIME
AS DESIGN-BUILDER

DATED: FEBRUARY 13, 2024

DESIGN-BUILD AGREEMENT

THIS DESIGN-BUILD AGREEMENT ("Agreement" or "Contract") is made and entered into this 13th day of February, 2024, by and between the City of Redondo Beach, a California charter city ("City"), and Playcore Wisconsin, Inc. dba Gametime, a Wisconsin corporation ("Design-Builder") for design, and construction of the Dominguez Park Playground Equipment Improvement Project, in the City of Redondo Beach, California ("Project", sometimes herein).

R E C I T A L S:

WHEREAS, THE City Charter authorizes the City to use design-build procurement for the design and construction of certain public works projects, including the Project. Design-Builder shall perform, directly and through subcontracts, if applicable, the services set forth in this Agreement and the Contract Documents; and

WHEREAS, City issued a Request for Proposals ("RFP") to select a design-builder to design, build and deliver new playground equipment to Dominguez Park. The Project consists of the total design and construction of the playground equipment and rubberized surface at Dominguez Park, as described in, and in accordance with, the Scope of Services, complete with all appurtenances necessary to produce such a playground; and

WHEREAS, City has selected Design-Builder for the Project based on its response to the RFP; and

WHEREAS, Design-Builder warrants that it is ready, willing and able to design and build the Project in accordance with the terms and conditions of the Agreement; and

WHEREAS, Design-Builder represents that it has the necessary professional expertise, capacity, and skill to perform such services; and

WHEREAS, City enters this Agreement in reliance on all of Design-Builder's foregoing representations, and responses to the City's RFP.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, City and Design-Builder agree as follows:

AGREEMENT

ARTICLE 1 – CONTRACT DOCUMENTS AND INTERPRETATION

1.1 Definitions.

The meaning of all terms used in the Contract Documents and not otherwise defined herein is contained in the General Conditions. City and Design-Builder are sometimes individually referred to as a “Party” and collectively as the “Parties.” Except as indicated otherwise, all references to City include its elected officials, officers, directors, employees, agents, and volunteers. Except as indicated otherwise, all references to Design-Builder include its personnel, employees, agents, and subcontractors.

1.2 Contract Documents.

The “Contract Documents” shall consist of the following documents, all of which are either attached hereto as Exhibits or are referenced herein, and all of the same are incorporated into this Agreement by this reference, with the same force and effect as if the same were set forth at length herein:

1. This Agreement, including all Exhibits and attachments:
 - a. Project Description and Scope of Work attached hereto as Exhibit A;
 - b. The Performance Bond attached hereto as Exhibit B;
 - c. The Payment Bond attached hereto as Exhibit C;
 - d. Indemnity provisions attached hereto as Exhibit D;
 - e. Insurance provisions attached hereto as Exhibit E;
2. The General Conditions attached hereto as Exhibit G;
3. The Proposal attached as Exhibit F;
4. Preliminary Design Documents prepared by Design-Builder and approved in writing by the City;
5. The 2021 Standard Specifications for Public Works Construction (“Standard Specifications” or “Greenbook”) written by Public Works Standards, Inc., in association with the American Public Works Association, as modified and supplemented by the City;

6. Construction Documents to be prepared by Design-Builder and approved by the City in writing;
7. Design Documents to be prepared by Design-Builder and approved by the City in writing; and
8. Request for Proposals for this Project dated November 29, 2022 ("Request for Proposals" or "RFP") and any addenda ("RFP Addenda") which are all on file at the Public Works Department.

1.3 Order of Precedence.

Each of the Contract Documents is an essential part of the Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete Contract. In the event of any conflict among the Contract Documents (notwithstanding the General Conditions and Greenbook), the order of precedence shall be as set forth below.

(a) For design and other non-construction Work:

1. Permits
2. Change orders
3. Agreement and those documents listed under sub-section 1 of Section 1.2
4. General Conditions
5. RFP Addenda, if any
6. RFP
7. 2021 "Greenbook" Standard Specifications
8. Construction Documents prepared by Design-Builder
9. Design Documents prepared by Design-Builder
10. Preliminary Design Documents prepared by Design-Builder
11. Proposal dated July 27, 2023

(b) For construction-related standards, specifications and requirements, the same order of precedence shall apply, except that the Final Design Documents shall also be considered Contract Documents and shall be added at the end of the order of precedence, provided that (i) specifications contained therein shall have precedence over plans, and (ii) any deviations contained in the Final Design Documents shall have priority over conflicting requirements of other Contract Documents only to the extent that the conflicts are specifically identified in the City's approval thereof.

1.4 Entire Agreement.

This Agreement together with all other Contract Documents constitutes the entire agreement between the Parties and all other representations or statements

theretofore made, verbal or written, are merged herein. Both Parties have, with the assistance of their respective counsel, drafted or reviewed the provisions contained in this Agreement. Therefore, no provision in this Agreement will be construed in favor or against any Party by virtue of the identity of its preparer. This Agreement may be amended only by written modification executed by duly authorized representatives of the Parties hereto.

1.5 Interpretation and Intent.

1.5.1 Design-Builder and City, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder shall promptly notify the City Engineer concerning any conflicts or ambiguities. Design-Builder and City will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

1.5.2 Interpretation. The Contract Documents are intended to be coordinated so that figures, words or notes exhibited on plans and not mentioned in the Specifications, or vice versa, are to be executed to the true intent and meaning thereof, the same as if mentioned in the Specifications and set forth in plans. Work shown on plans, the dimensions of which are not given, is to be accurately followed according to the scale to which plans are made, but figured dimensions in all cases are to be followed, although they may differ from the scale measurements. The City Engineer will interpret the meaning of any part of the Contract Documents about which any misunderstanding may arise, and his decision shall be final. In the event of the Design-Builder's failure to give such notice pursuant to subsection 1.5.1, the Design-Builder shall make good any damage or defect caused thereby. The execution of work specially detailed or explained without a previous written claim for an extra charge, shall constitute an acceptance by the Design-Builder of the detailed explanations as being in conformity with the work covered by the Contract.

1.5.3 Unless otherwise stated in the Contract Documents, words which have well-known, technical or construction industry meanings are used in accordance with such recognized meanings. Whenever in the Contract Documents the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the City Engineer is intended, and similarly the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved or acceptable to, or satisfactory to the City Engineer unless otherwise expressly stated.

1.5.4 The Contract Documents form the entire agreement between City and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

1.6 Ownership of Work Product.

1.6.1 The Construction Documents and other Project-related documents and electronic data prepared by or on behalf of the Design-Builder for the Project shall be deemed to be "works for hire" and, upon final payment being made, are the property of the City. The Design-Builder hereby assigns to the City, without reservation, all copyrights and all other intellectual property rights to all Project-related documents, images, designs, electronic files, models, computer drawings and other electronic expression, photographs, and other expression produced by the Design-Builder in connection with this Agreement (collectively, "Work Product"). Among those documents are certain "Instruments of Service," including the design drawings, Design-Builder Specifications, and other documents that are required by the Contract Documents. Design-Builder shall obtain a valid written assignment of copyrights and all other intellectual property rights from its consultants in terms identical to those that obligate the Design-Builder to the City as expressed in this subsection, which intellectual property rights the Design-Builder hereby irrevocably assigns to the City. The City, in turn, hereby grants to the Design-Builder a nonexclusive license to reproduce the Work Product for purposes relating directly to the Design-Builder's performance of this Project, for the Design-Builder's archival records, and for the Design-Builder's reproduction of drawings and photographs in the Design-Builder's marketing materials provided the contents of those materials, as to this Project, are approved by City. No other Work Product may be reproduced for any other purpose without the express written permission of the City. No other copyrights are included in this grant of nonexclusive license to the Design-Builder. This nonexclusive license shall terminate immediately upon the breach of this Agreement by the Design-Builder.

1.6.2 A copy of every technical memorandum and report prepared by Design-Builder shall be submitted to the City to demonstrate progress toward completion of Work. In the event City rejects or has comments on any such work product, City shall identify specific requirements for satisfactory completion by Design-Builder. Design-Builder shall provide City with Project-related documents in reproducible or electronic format, upon City's written request. Complete Record Documents, including a complete set of "as-built" drawings, shall be turned over to City upon termination of this Agreement or Final Completion, whichever occurs first. If the City subsequently reproduces Project-related documents or creates (or causes to create) a derivative work based upon Project-related documents created by the Design-Builder, the City shall remove or completely obliterate the original professional seals, logos, and other indications on the documents of the identity of the Design-Builder and its consultants. However, where required by law, such identification with appropriate qualifying language or other statutorily prescribed information identifying the original architect or the scopes of the reuse of the documents may remain or be applied. City agrees that its use any of the Project-

related documents for any purpose other than the Project, shall be at City's sole risk.

ARTICLE 2 – TIME FOR PERFORMANCE

2.1 Contract Time.

2.1.1 Contract Time shall be one hundred ten (110) Calendar Days from issuance of Notice to Proceed to Project Completion.

CONTRACT MILESTONES: (TENTATIVE ONLY)

1. Notice to Proceed with Design: October 2023
2. Designs complete: October 31, 2023
3. Construction Documents and permits: November 2023
4. Notice to Proceed with Construction: December 2023
7. Final completion, including punch list items: February 2024

2.1.2 By executing this Agreement, Design-Builder confirms that the Contract Time is a reasonable period for performing the Work. Design-Builder agrees to commence Services within five (5) calendar days after a written Notice to Proceed with Design is issued by the City, to perform the Work in a diligent and workmanlike manner, to complete the Work within the Contract Time, and to achieve Final Completion of the Work within the time fixed by the City. The Contract Time may be extended only with the written permission of the City.

2.2 Liquidated Damages for Design-Builder Delays.

2.2.1 Design-Builder and City have agreed to liquidate damages with respect to Design-Builder's failure to achieve Substantial Completion of the Work within the Contract Time. The Parties intend for the Liquidated Damages set forth herein to constitute liquidated damages as such term is used in Government Code Section 53069.85. Design-Builder acknowledges and agrees that the Liquidated Damages are intended to compensate City solely for Design-Builder's failure to meet the deadline for Substantial Completion and shall not excuse Design-Builder from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

2.2.2 In the event that Design-Builder fails to achieve Substantial Completion of the Work within the Contract Time, Design-Builder agrees to pay City the following amounts:

Two Hundred Fifty Dollars (\$250) per day for each calendar Day that Substantial Completion is not achieved.

2.2.3 Design-Builder acknowledges and agrees that the foregoing damages have been set based on an evaluation by City of damages that it will incur in the event of late completion. Design-Builder and City agree that the amount of such damages is impossible to ascertain as of the date of execution hereof, and the parties have agreed to such Liquidated Damages to fix Design-Builder's costs and to avoid later disputes over which items are properly chargeable to Design-Builder. It is understood and agreed by Design-Builder that any Liquidated Damages payable pursuant to his Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

2.3 Delays and Extensions of Time.

2.3.1 Non-Compensable Delays. The Parties acknowledge that the following types of delays and events are not within the responsibility or control of City, and are reasonably contemplated by the Parties to occur during the course of performance of the Work which may impact the schedule for performance: construction by separate Design-Builders on or adjacent to the Project site; and Force Majeure events as described in the General Conditions ("Non-Compensable Delays"); supply chain and materials delays beyond control of Design-Builder. Notwithstanding anything to the contrary in the Contract Documents, an extension of the Contract Time, to the extent permitted under Article 3 of the General Conditions, shall be the sole remedy of Design-Builder for the above referenced Non-Compensable Delays. In no event shall Design-Builder be entitled to any compensation or recovery of any damages in connection with the Non-Compensable Delays identified in this Section including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration.

2.3.2 Compensable Delays. If the date for Substantial Completion of the Work is delayed by events which are the responsibility of or within the control of the City, or are unforeseeable and are unreasonable under the circumstances involved, the Design-Builder shall be entitled to an equitable adjustment of the Contract Time and/or the Contract Price, subject to the requirements of Article 3 of the General Conditions.

ARTICLE 3 – CONTRACT PRICE

3.1 Contract Price.

3.1.1 City shall pay Design-Builder in accordance with Article 7 of the General Conditions, the total, all-inclusive contract price of five hundred forty-one thousand five hundred forty-three thousand dollars (\$541,543) subject to any adjustments made in accordance with the General Conditions.

3.2 Non-Reimbursable Costs.

Payment includes remuneration for all work necessary for the contractor to execute the project, installed, inspected, commissioned and operable including indirect costs.

ARTICLE 4 – PAYMENT

4.1 Progress Payments.

4.1.1 Design-Builder shall be entitled to progress payments no more often than one time per month, beginning with the first month after the Date of Commencement, and only in accordance with Article 7 of the General Conditions of Contract.

4.1.2 City shall make payment in response to progress payment applications in accordance with Article 7 of the General Conditions.

4.2 Retainage on Progress Payments.

4.2.1 City will follow those procedures outlined in Article 7 of the General Conditions regarding payments and retainage.

4.3 Final Payment. Design-Builder shall submit its application for Final Payment to Owner in accordance with Article 7 of the General Conditions of Contract.

4.4 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an “open book” arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of four (4) years after Final Payment, City and City’s accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder’s records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work. Such inspection shall take place at Design-Builder’s offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the City and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

ARTICLE 5 – DESIGN-BUILDER'S DUTIES AND RESPONSIBILITIES

In addition to those duties outlined in the General Conditions, Design-Builder agrees as follows:

5.1 General Services.

5.1.1 Design-Builder's Representative shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with City and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the consent of City.

5.1.2 Design-Builder shall provide City with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Agreement; and (iv) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s). The monthly status report shall be included in any progress payment application for that progress payment application to be deemed complete, and provided alone if there is not a progress payment application in any given month.

5.1.3 The Project Schedule shall be reviewed and revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. City's review of, and response to, the Project Schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

5.1.4 The parties will meet within seven (7) days after execution of the Agreement, or at such other agreed upon time, to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

5.2 Design Professional Services.

5.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed design

consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any design consultant.

5.3 Standard of Care for Design Professional Services.

5.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

5.4 Design Development Services.

Design-Builder shall follow those procedures outlined in Article 9 of the General Conditions regarding design submittals.

5.5 Legal Requirements.

5.5.1 Design-Builder shall perform the Work in accordance with all applicable local, State, and federal laws, statutes, codes, regulations, permits and orders including, but not limited to, the California Labor Code, California Public Contract Code, and the California Building Standards Code (collectively, "Legal Requirements") and shall provide all notices applicable to the Work as required by the Legal Requirements.

5.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

5.5.3 The City will issue no-fee permits building and encroachment permits, as required. Design-Builder shall pay City Business Licenses. Design-Builder shall pay all other fees and permits required by other public agencies.

5.5.4 and 5.5.5 [omitted]

5.5.6 Labor Code Compliance. Design-Builder understands and agrees that the Project is a public work and is subject to payment of prevailing wages, as well as compliance with other provisions of the California Labor Code related to public works set forth Labor Code Sections 1720 through Section 1861,

and as referenced in Article 12 of the General Conditions and the Contract Documents.

5.6 Key Personnel.

5.6.1 The Design-Builder's single lead Design Manager and authorized representative for the design portion of the project is Nate Younker and the single lead Construction Manager and authorized representative for the construction portion of this Project is Tanner Stephens. Only Tyler Kyriopoulos, Design-Builder's CEO, has the authority to make final decisions for and to bind the Design-Builder. This Design Manager and Construction Manager shall manage and coordinate all commercial and technical aspects of the respective portions of the Project. The Design Manager and Construction Manager shall submit monthly progress reports to the City and maintain the Project Schedule for the respective portions of the project. Changes to personnel for the Design Manager or the Construction Manager are not anticipated but, if necessary, will be done with the written consent of the City, which will not be unreasonably withheld.

5.7 Design-Builder's Construction Phase Services.

In addition to those duties outlined in the General Conditions and Exhibit A, Design-Builder agrees to the following:

5.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

5.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

5.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents.

5.7.4 Design-Builder assumes responsibility to City for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any

Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

5.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If City performs other work on the Project or at the Site with separate contractors under City's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

5.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

5.8 Design-Builder's Responsibility for Project Safety.

In addition to those duties outlined in the General Conditions, Design-Builder agrees as follows:

5.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

5.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements,

to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

5.8.3 Design-Builder's responsibility for safety under this Section 5.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

5.9 Design-Builder's Warranty.

5.9.1 Design-Builder warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Contract Documents. Design-Builder will provide City with all manufacturers' warranties upon Substantial Completion.

5.10 Correction of Defective Work.

In addition to those duties outlined in Article 2 of the General Conditions and elsewhere in the Contract Documents, Design-Builder agrees as follows:

5.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 5.9 hereof, within a period of six months from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

5.10.2 Design-Builder shall, within fourteen (14) days of receipt of written notice from City that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such fourteen (14) day period, City, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that City will commence correction of such nonconforming Work with its own

forces and/or will request Design-Builder's Surety to promptly undertake such corrective work. If City does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by City in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the fourteen (14) day period identified herein shall be deemed inapplicable.

5.10.3 The one year period referenced in Section 5.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies City may have regarding Design-Builder's other obligations under the Contract Documents.

5.11. Supervision and Coordination of Construction.

5.11.1 Design-Builder shall supervise, inspect and direct the construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the construction in accordance with the Contract Documents. Design-Builder shall be solely responsible to see that the completed construction complies accurately with the Contract Documents and shall keep City advised as to the quality and progress of the Work.

5.11.2 Design-Builder shall coordinate his work to City's satisfaction in order to maintain continuous access to public facilities outside of project area and to nearby tenants and shall, in concert with City's efforts, implement measures to minimize disruptions to operations and occupancy of tenants caused by the work of the Design-Builder.

5.12 Labor, Materials and Equipment.

In addition to those duties outlined in the General Conditions and Exhibit A, Design-Builder agrees as follows:

5.12.1 Design-Builder shall provide competent, suitably qualified personnel to survey and lay out the construction and perform construction as required by the Contract Documents. Design-Builder shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all construction at the site shall be performed during regular working hours, and Design-Builder will not permit overtime work or the performance of construction on Saturday, Sunday or any legal holiday without City's prior written consent.

5.12.2 Unless otherwise specified in the Contract Documents, Design-Builder shall furnish or cause to be furnished and assume full responsibility

for materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work. Design-Builder, in the presence of City's personnel, will direct the checkout of utilities and operations of systems and equipment.

5.12.3 All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of City. If required by City, Design-Builder shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract Documents

ARTICLE 6 – CITY'S DUTIES AND RESPONSIBILITIES

In addition to those duties outlined in the General Conditions, City agrees as follows:

6.1 Duty to Cooperate.

6.1.1 City shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

6.1.2 City shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in the General Conditions.

6.1.3 City shall give Design-Builder timely notice of any Work that City notices to be defective or not in compliance with the Contract Documents.

6.2 Furnishing of Services and Information.

6.2.1 Unless expressly stated to the contrary in the Contract Documents, and only to the extent in the City's possession as of the effective date of this Agreement, City shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work, except as provided in Section 9.7:

6.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

6.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site(s);

6.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

6.2.1.4 A legal description of the Site(s);

6.2.1.5 To the extent available, record drawings of any existing structures at the Site(s); and

6.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site(s).

6.3 City's Representative.

6.3.1 City's Representative shall be responsible for providing City-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. City's Representative shall also provide Design-Builder with prompt notice if they observe any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. City's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of City. The City Engineer is the City's authorized representative for this Project. The City Engineer may designate in writing, from time to time, one or more representatives authorized to act on the City's behalf with respect to the Project.

6.4 City's Separate Contractors.

6.4.1 City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors, if any, to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents, and to indemnify Design-Builder for injuries they may cause to Design-Builder.

6.5 City's Right to Make Changes and Award Separate Contracts.

6.5.1 The City reserves the right to order changes in the Work, to perform Work or operations related to the Project with the City's own forces, and to award separate contracts in connection with the Project.

6.6 City's Right to Stop the Work.

6.6.1 If the Design-Builder fails to correct defective Work as required herein, or fails to carry out the Work in accordance with the Contract Documents, the City may, in its sole discretion, elect to order the Design-Builder to stop the Work, or any portion thereof, until the City reasonably determines that the cause for such order has been eliminated. The City's right to stop the Work is in addition to the City's right to terminate set forth herein.

6.7 Suspension by City for Convenience.

6.7.1 The City may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine. If such suspension, delay or interruption causes the Design-Builder to incur increased cost for the performance of the Work, an adjustment to the Contract Price shall be made for such costs as are directly attributable to such suspension, delay or interruption. If such suspension, delay or interruption causes a delay to the critical path of the Work, an adjustment to the Contract Time shall be made.

ARTICLE 7 - TERMINATION OR SUSPENSION OF THE CONTRACT

7.1 Termination for Default.

7.1.1 If the Design-Builder refuses or fails to commence or prosecute the Work after written notice(s) is provided by the City to the Design-Builder, or any separate part thereof, or with such diligence as will insure its completion within the time specified in this Contract and any authorized extension thereof, fails to perform the Work in strict accordance with the Contract Documents, fails to use an adequate number of skilled workers, fails to make prompt payment to Subcontractors or for material or labor, fails to install Work that is free of defects, or disregards Legal Requirements, the City may serve written notice upon Design-Builder and its Surety of City's intention to terminate the Work to be performed under this Contract, such notice to contain the reasons for such intention, and unless within fourteen (14) days after the serving of such notice, such violation shall cease and arrangements satisfactory to City Engineer for the correction thereof be made, upon the expiration of said fourteen (14) days Design-Builder shall be determined to be in default, and further work thereunder by the Design-Builder shall immediately cease and terminate Work.

7.1.2 It is recognized that in the event a voluntary or involuntary petition in bankruptcy is filed by or against the Design-Builder, or if the Design-Builder signs or makes a general assignment for the benefit of creditors, or if an application or other procedure for appointment of a receiver for the Design-Builder or his business is favorably ruled upon by competent authority providing for such appointment of a receiver, such events could impair or frustrate Design-Builder's performance of the Work. Accordingly, it is agreed that upon the occurrence of any such event, City shall be entitled to request of Design-Builder, or its successor in interest, adequate assurance of future performance in accordance with the Contract Documents. Design-Builder's failure to comply with City's request for adequate assurances within ten (10) calendar days of the request shall entitle City to terminate the Design-Builder for default.

7.1.3 In the event of any such termination as provided in Sections 7.1.1 and 7.1.2 above, legal title to all equipment, materials, and supplies, whether or not incorporated or installed in the work to be done hereunder, and all construction or installations and work done shall immediately vest in and pass to the City, and the City may take charge of the Work and complete all the Work to be furnished and done under this Contract in any manner considered to be for the best interest of the City. In completing this Contract, the City may take possession of and use any or all of the materials and supplies in the discretion of the City, for which the Design-Builder has a valid agreement with the supplier. The City may procure other materials, equipment, supplies and provide the necessary labor for the completion of the work, or enter into a Contract therefore, and charge all the cost and expenses to fully complete the Contract to the Design-Builder. In the event such cost and expense to fully complete the Contract shall exceed the amount which would have been due the Design-Builder under the Contract had it been completed by Design-Builder, any such excess cost and expense shall be due and paid to the City by the Design-Builder and its Surety. If Design-Builder or its Surety fails to pay such amount immediately upon City's demand, then City shall be entitled to collect interest from the date of said demand.

7.1.4 In lieu of relying on the provisions of this section for termination for fault, City may pay the Design-Builder for portions of Work already completed and treat the unperformed work as if it had never been included in the Contract. If this provision is invoked by City, Design-Builder shall have no claim for prospective profits on Work not performed.

7.1.5 Upon a determination by a court of competent jurisdiction that any default termination of Design-Builder, or its successor in interest was wrongful, such termination will be deemed to be converted to a termination for convenience pursuant to the provisions of this Subsection and Design-Builder's remedy for wrongful termination in such event shall be limited to the recovery of the payments permitted for termination for convenience as set forth herein.

7.1.6 The provisions of this subsection shall be non-exclusive, and shall be in addition to all other rights and remedies available to City under law or in equity.

7.2 Termination for Convenience.

7.2.1 City reserves the right to terminate Design-Builder's performance, without regard to cause or fault or breach of Design-Builder, by providing not less than ten (10) days' prior, written Notice of Termination for Convenience.

7.2.2 The amount to be paid to the Design-Builder by City in the event of Termination for Convenience shall consist solely of:

7.2.2.1 The cost of Work completed in accordance with the Contract Documents up to the date of issuance of the Notice of Termination; and

7.2.2.2 The Design-Builder's documented, reasonable costs of demobilization for a period of fourteen (14) days following the effective date of the Notice of Termination, including costs of the Design-Builder's personnel reasonably required to effectuate the cancellation, and such storage, transportation, and other costs incurred which are reasonably necessary for the preservation, protection or disposition of the Work.

7.2.3 In no event shall City be responsible for and Design-Builder hereby waives any claim for overhead or anticipated profits on unperformed work or other economic loss upon termination for convenience.

7.3 Suspension by City for Convenience.

The City may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine. If such suspension, delay or interruption causes the Design-Builder to incur increased cost for the performance of the Work, an adjustment to the Contract Price shall be made for such costs as are directly attributable to such suspension, delay or interruption. If such suspension, delay or interruption causes a delay to the critical path of the Work, an adjustment to the Contract Time shall be made.

ARTICLE 8 - INDEMNITY, INSURANCE AND BONDS

8.1 Indemnity.

The Design-Builder is subject to and bound by the indemnification requirements set forth in Exhibit "D" hereto.

8.2 Insurance.

Design-Builder will obtain and maintain in full force and effect during the term of this Agreement (or for such longer term as may be required under Exhibit "E", insurance in accordance with, and meeting the requirements set forth in, Exhibit "E". Further obligations of Design-Builder with respect to insurance are set forth in Exhibit "E". Design-Builder will cause information concerning any reduction, change or cancellation of coverage to be promptly furnished to City. If Design-Builder fails to purchase and maintain any insurance required under this Section, and such failure remains unremedied for five (5) calendar days after written notice thereof from the City, then City may, but will not be obligated to, purchase such insurance on behalf of Design-Builder and will be entitled to be reimbursed by Design-Builder promptly upon demand. Design-Builder's insurance required under this Agreement shall cover fully Design-Builder's financial responsibility and liability for the acts, errors, omissions, negligence, fault or omission of, Design-Builder's Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with Design-Builder. The provisions requiring Design-Builder to carry insurance will not be construed in any manner as waiving, restricting or limiting the liability of Design-Builder as to any obligations imposed under this Agreement, whether or not same are, or may be, covered by insurance. Should any provisions of this Section conflict with any provision in Exhibit "E", the language, terms and conditions providing City with the greatest protection shall govern.

8.3 Bonds.

8.3.1 General. The Design-Builder shall promptly furnish, at its own cost and expense, the requisite Faithful Performance and Payment Bonds with a responsible Corporate Surety authorized to issue such bonds in California using the bond forms set forth in Exhibits "B" and "C" hereto, and subject to approval of the City Attorney. The bonds shall be executed by a California admitted surety with the Best's Insurance Guide rating satisfactory to the City. Their effective date shall not be prior to the effective date of this Agreement. If a Best's Insurance Guide rating is not available, the proposed Surety must meet comparable standards of another rating service satisfactorily to City. Bonds issued by a surety listed in the latest version of the U.S. Department of Treasury Circular 570 shall be deemed to be accepted unless specifically rejected by City. Bonds from sureties not listed in Treasury Circular 570 must be accompanied by all of the documents enumerated in California Code of Civil Procedure Section 995.660(a). Every Bond must display the Surety's bond number and incorporate this Contract by reference. The terms of the Bonds shall provide that the Surety agrees that no change, extension of time, alteration or modification of the Contract Documents or the Work to be performed thereunder shall in anyway affect its obligations and shall waive notice of any such change, extension of time, alteration or modification of the Contract Documents.

8.3.2 Faithful Performance Bond. The Faithful Performance Bond shall be in the sum of not less than one hundred percent (100%) of the maximum amount of the Contract Price. The bond shall be furnished as a guaranty of the faithful performance of all covenants, terms, conditions and stipulations contained in the Contract Documents including, but not limited to, the covenants that all materials used and workmanship employed in the performance of the Contract shall be free from defects, and that should any defects therein appear within a period of one year from the date of acceptance by the City the Design-Builder shall, at his own cost and expense, repair, replace and correct such defects to the satisfaction of the City Engineer within thirty (30) days after notice thereof by the City.

8.3.3 Payment Bond. The Design-Builder shall furnish a Payment Bond in the sum of not less than one hundred percent (100%) of the maximum amount of the Contract Price and shall be conditioned and provide that if the Design-Builder or its Subcontractors, fails to pay for any materials, transportation, appliances, or utilities used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said Surety will pay the same in an amount not exceeding the sum set for above, and also in case suit is brought upon this bond a reasonable attorney's fee to be fixed by the Court.

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 Independent Contractor.

Design-Builder is retained by City only to the extent set forth in this Agreement, and the Design-Builder's relationship to the City is that of an independent contractor. Design-Builder shall be free to dispose of all portions of Design-Builder's time and activities which Design-Builder is not obligated to devote to the City in such a manner and to such persons, firms, or corporations as the Design-Builder sees fit except as expressly provided in this Agreement. Neither the City nor any of its agents shall have control over the conduct of the Design-Builder or any of the Design-Builder's employees, except as set forth in this Agreement. Design-Builder shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for City's officers or employees. Design-Builder shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of the City as an agent. Design-Builder shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. Design-Builder agrees to pay all required taxes on amounts paid to Design-Builder under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Design-Builder shall fully

comply with the workers' compensation law regarding Design-Builder and Design-Builder's employees. Design-Builder further agrees to indemnify and hold City harmless from any failure of Design-Builder to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Design-Builder under this Agreement any amount due to City from Design-Builder as a result of Design-Builder's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

9.2 Avoidance of Conflicts.

Design-Builder shall employ no City official nor any regular City employee in the Work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement in violation of applicable provisions of law. Design-Builder further warrants on behalf of itself and its officers, employees, associates and subcontractors, if any, that they will comply with all conflict of interest statutes of the State of California applicable to Design-Builder's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Design-Builder shall retain the right to perform similar services for other clients, but neither Design-Builder nor any of its officers, employees, associates and subcontractors shall, without the prior written approval of the City, perform work for another person or entity for whom Design-Builder is not currently performing work that would require Design-Builder or any of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Design-Builder agrees that a clause substantially similar to this section shall be incorporated into any subcontracts which Design-Builder executes in connection with the performance of this Agreement. Design-Builder agrees to indemnify and hold City harmless from any failure of Design-Builder to comply with the requirements of this Section 9.2.

9.3 Notices.

Any notice or special instructions required to be given in writing under this Agreement shall be given either by personal delivery to Design-Builder's agent (as designated in Section 5.6.1 hereinabove) or to City's Engineer as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

TO CITY:

City of Redondo Beach
Public Works Department
Engineering Services Division
415 Diamond Street, Door 2
Redondo Beach, California 90277

TO DESIGN-BUILDER:

Playcore Wisconsin, Inc. dba
GameTime
544 Chestnut Street
Chattanooga, TN 37402
Attn: Clint Whiteside

9.4 Contractor's License Notice.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

9.5 Claim Dispute Resolution.

In the event of any dispute or controversy with the City over any matter whatsoever, the Design-Builder shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Design-Builder shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Design-Builder shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. For purposes of this Section, "claim" means a separate demand by the Design-Builder sent by registered mail or certified mail with return receipt requested, for (i) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City, (ii) payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or (iii) payment of an amount that is disputed by the City. The Design-Builder or any Subcontractor must file a claim in accordance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable).

In addition to compliance with Public Contract Code Section 9204 and Article 1.5, filing a claim in accordance with the Government Claims Act (Government Code Section 810 et seq.) is a prerequisite to filing any lawsuit against the City relating to this Contract.

9.6 Third Party Claims

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Design-Builder of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

9.7 Existing Utilities.

Except as shown in plans and specifications provided to the Design-Builder, the location and existence of underground utilities or substructures has not been obtained. Subject to Gov't Code Section 4215, the methods used and costs involved to locate existing elements, points of connection and all construction methods are the Design-Builder's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Design-Builder, at its sole expense, will investigate locations of existing elements, by contacting Underground Service Alert. For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Design-Builder must submit to the City the following form. The Design-Builder shall be responsible for preserving the integrity of the existing underground utilities identified by the City and/ or Underground Service Alert at the site. Any subsurface conditions not identified by the City and/ or Underground Service Alert shall constitute a changed condition, and may result in a change order.

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216, *et seq.* requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number:

2/8/2024 | 3:09 PM PST

Dated: _____
Playcore Wisconsin, Inc. dba
GameTime, a
Wisconsin corporation

By: Clint Whiteside
8346D05AF2A24B0...

Printed Name: Clint Whiteside

Title: Director of Sales Administration

By: _____

Printed Name: _____

Title: _____

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

9.8 Applicable Law and Venue.

The provisions of this Agreement shall be governed by and interpreted pursuant to the laws of the State of California, without regard for conflicts of law principles. Venue for any legal action related to this Agreement shall be any court of competent jurisdiction in the County of Los Angeles, California.

9.9 Time Is of the Essence.

Time is of the essence in every term of this Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers the day, month and year first above written.

PLAYCORE WISCONSIN, INC. dba
GAMETIME, a Wisconsin corporation

CITY OF REDONDO BEACH,
a California charter city

DocuSigned by:
Clint Whiteside
By: 8346D05AF2A24B0... By: _____
Title Clint Whiteside Director of Safety William O. Brand, Mayor

By: _____ ATTEST:
(signature)

(print name) Eleanor Manzano, City Clerk

Its: _____ APPROVED AS TO FORM:
(print title)

Michael W. Webb, City Attorney

APPROVED:

Diane Strickfaden, Risk Manager

California Contractor's License No. 855664

DIR Registration No. 1000015526

Tax I.D. No. 39-1720480

EXHIBIT A

PROJECT DESCRIPTION AND SCOPE OF WORK

PROJECT DESCRIPTION

The Dominguez Park Playground Equipment Improvement Project, Job No. 30730 involves two components. The first component involves the repositioning of the maintenance drives, landscaping and pedestrian walkways adjacent to the playground area to create a less conflicted space ("Site Work") which is not the subject of this Agreement. The second component involves the design and building of a new playground areas at Dominguez Park which includes the replacement badly worn play equipment and the re-surfacing and the installation of new play equipment in the newly designed play areas ("Playground Project" or "Project").

Design-Builder submitted two proposals that included elements, themes, and playground designs that were consistent with the input received from the community and commission which were reviewed by the Recreation and Parks Commission on January 11, 2023.

Due to the fact that the design element of the Playground Project was extremely important to the success of the Playground Project, following an extensive discussion, the commission determined that there were select playground elements desired from each option but were unable to make a recommendation on just one of the proposed designs. In an effort to work directly with Design-Builder to refine a final design while staying mindful of the project's budget of \$245,000; the commission created the Dominguez Park Playground Subcommittee to develop a new design that was consistent with the input received by the commission. The subcommittee and staff worked collectively with Design-Builder to develop a final design concept which was recommended for approval by the Commission on February 8, 2023. Thereafter, the City Council reviewed and approved the final design concept on March 21, 2023.

SCOPE OF WORK

The Design-Builder's understanding and approach to the Playground Project is an important aspect of the process. The Design-Builder shall provide a clear and concise understanding of the Playground Project based on the information provided by the City as well as Playground Project goals and requirements. The Design-Builder shall consider, all existing site conditions and restraints prior to commencing the Playground Project.

COORDINATION AND SCOPE

The scope of work outlined below is intended as a general guide and should not be considered a complete list of all work necessary to complete the Playground

Project.

1. Design and Build Elements.

Design Element:

With input from City staff and to the City's sole satisfaction, Design-Builder shall prepare and submit a final design package for the Playground Project to the City in order to obtain design approval for the Playground Project. The approval of the final design package is a prerequisite for the issuance of City permits before the commencement of any construction.

Design Builder shall provide the following services in connection with the design portion of the Playground Project:

- a. Provide final conceptual drawings and site drawings depicting the design of the Playground Project. The design should reflect the concept and incorporate comments provided by the City Council approval.
- b. Design shall include of playground elements to be custom fabricated for this project to meet or exceed ASTM F1487-21 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use and CPSC – Consumer Product Safety Commissions Public Playground Safety Handbook. standards.
- c. Design shall also include design of playground elements for material thickness, width, height and support elements that meet or exceed ASTM F1487-21 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use and CPSC – Consumer Product Safety Commissions Public Playground Safety Handbook. standards. standards.
- d. Design also includes appropriate foundation, foundation spacing and anchoring of all vertical playground elements that meet or exceed ASTM F1487-21 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use and CPSC – Consumer Product Safety Commissions Public Playground Safety Handbook. standards. standards.
- e. Design of rubberized play surface shall meet or exceed ASTM F1292-18e1 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment; ASTM F223-19a Standard Guide for ASTM

Standard on Playground Surfacing and ASTM F1951 –
Determination of Accessibility of Surface Systems Under and
Around Playground Equipment.

Build Element:

Design-Builder shall also procure and furnish all necessary labor, tools, materials, and expertise for the removal and replacement of playground equipment and playground surfacing at Dominguez Park located at 200 Flagler Lane between 190th and Beryl Streets in conformity with the final design package.

Design-Builder shall provide the following services in connection with the build portion of the Playground Project:

- a. Provide temporary fencing for duration of project.
- b. Remove and dispose of existing playground equipment.
- c. Furnish and install new playground equipment.
- d. Remove and dispose of existing surfacing materials.
- e. Furnish, install and compact an aggregate sub base.
- f. Furnish and install new IPEMA Certified Pour In Place (PIP) Rubberized Safety Surfacing per ADA, ASTM and IPEMA Standards.
- g. Size the playground area for Dominguez Park is 7372 square feet.
- h. Color for the playground surface is listed below.
- i. Provide staging and access to be within 100 linear feet.

2. Submittals. Design-Builder shall provide a list of submittals for the pertinent design, products, equipment and materials to the City for review and approval for the final maintenance documents within three weeks of the City's Notice to Proceed.

3. Documents. Design-Builder shall provide the following documents to the satisfaction of the City.

- a. Provide required equipment, fixtures, foundation, and associated play equipment designs.
- b. Provide structural design certifications for play equipment.
- c. Provide layout of play equipment and equipment footings (Site Plan and Details).

- d. Provide Project Management assistance as needed.
- e. Prepare construction plans in AutoCAD and PDF format.
- f. Submit three sets of the construction plans and specifications and a copy of plans in AutoCAD and PDF format and Specifications in Word and PDF format to the City for review.

4. Construction. Design-Builder shall provide the following construction services to the satisfaction of the City,

- a. Obtain and enforce no fee City Engineering permit.
- b. Attend Pre-construction meeting with the City to discuss the project construction schedule, schedule of costs, inspection coordination, staging area, and related issues.
- c. Attend construction meetings as determined by the City to review construction progress and related issues.
- d. Provide equipment, materials and labor to off load equipment at job site per the scheduled delivery.
- e. Provide adequate trash container for cardboard waste, packing debris, and construction debris.
- f. Make appropriate contact to ensure site utilities have been located prior to excavation and trenching. Repair any such damage to existing utilities during construction.
- g. Provide materials, equipment and labor to remove and legally dispose of existing sand, PIP surfacing, subbase, and footing foundations. Back fill and compact subbase as required.
- h. Provide materials, equipment and labor necessary to install new playground equipment foundations.
- i. Provide materials, equipment, and labor to assemble and erect new playground equipment structures.
- j. keep all heavy equipment off the surrounding grass surfaces when possible.
- k. Coordinate and obtain approval for all required inspections.
- l. Provide CPSI certification for the new playground surfacing to the City's satisfaction.

5. Operation and Warranty Services. Design-Builder shall provide the following operation and warranty services.

- a. Provide the project as-built drawings as follows: (1) hard copy on mylars, (1) digital copy in AutoCAD (.dwg) format and (1) digital copy in pdf format.

- b. Provide all applicable assurance, guarantee, and warranty program information that covers all playground surfacing materials.

PROJECT REQUIREMENTS

Standards

All required products and workmanship shall equal or exceed those standards required or in use by the City. The design(s) provided by the Design-Builder shall reference and comply with all applicable City of Redondo Beach Building Regulations, Public Works standards and the 2021 Edition of the Standard Specifications for Public Works Construction ("Greenbook") standards, as applicable. All deficiencies identified in defects or correction notices issued by any City Inspectors shall be corrected at no cost to the City. All applicable City, State and Federal codes, rules, regulations and policies must be incorporated into the design and construction of the Project. Construction shall be executed in compliance with the City's General Conditions and approved Special Conditions as developed during the Project design phases.

At the conclusion of construction, the Design-Builder shall prepare as-built drawings and provide them to the City in full size print, AutoCAD and PDF format.

Labor Code Compliance - Prevailing Wages

This Project is a public work and is subject to the provisions of California Labor Code Sections 1720 through 1861 including the requirement to pay prevailing wages. At all times during the Project, the Design-Builder shall comply and shall require all contractors and subcontractors, to comply, with the requirements set forth in "California Labor Code Compliance" attached hereto and incorporated by reference herein.

Skilled and Trained Workforce

This Project requires the selected Design-Builder and its contractors and subcontractors at every tier to use a skilled and trained workforce to perform all construction work on the Project or that part of the required construction work that falls within an apprenticeable occupation in the building and construction trades, in accordance with Public Contract Code Section 2600, et seq.

One Year Warranty

The Design-Builder shall provide an unconditional one-year warranty guaranteeing against defects in the construction of the Project, including all workmanship, materials and components. The warranty period shall start upon the City filing of a notice of completion for the Project.

Licenses

Each Design-Builder submitting a proposal, and the Design-Builder selected for

this Project, shall possess and at all times maintain current and appropriate design and construction licenses, authorizations, and certifications to lawfully perform the required work (e.g., licensed as a California professional engineer, California architect or landscape architect, and as a California licensed general contractor.)

Project Management and Quality Control Plan

The Design-Builder shall provide a written Project management and quality control plan as part of the submittals required at the 90% level of completion. This Project management plan and quality control plan shall address Project organization, lines of authority and communication, scheduling, proposed inspections, testing, testing procedures and other quality control methods.

The Design-Builder is responsible for providing periodic and final quality control documents such as site visit reports and report(s) documenting completion of final punch list items.

The Design-Builder shall provide for pedestrian safety in the Project vicinities, and shall maintain a safe path of travel and public access to park and pier amenities throughout construction.

EXHIBIT B

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Redondo Beach ("City"), has awarded to _____

("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____

Dollars (\$_____), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

EXHIBIT C

Bond No. _____

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Redondo Beach ("City"), State of California, has awarded to _____

("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____ Dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon

expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

EXHIBIT D

INDEMNITY

[ATTACHED BEHIND THIS PAGE]

INDEMNIFICATION

1. Indemnification for Services Other than Design Professional Services. Other than for design-professional services, and to the fullest extent permitted by law, Design-Builder hereby undertakes and assumes liability for, and agrees to defend (at Redondo Beach's option), indemnify, and hold harmless the City of Redondo Beach, its elected officials, officers, employees, contractors serving as City officials, agents and representatives (collectively, the "Indemnitees" or singularly, "Indemnatee" sometimes hereinafter in this Exhibit D) from and against any and all claims, losses, damages, defense costs and/or liability (including strict liability), expenses, fines, penalties, assessments or judgments of any kind or nature (individually and collectively referred to hereinafter as "Claim" or "Claims"), arising out of or in connection with Design-Builder's or any of Design-Builder's subcontractor's (of any tier) acts, errors, omissions, work or products and equipment installed relative to, or in connection with, this Agreement, except only for those Claims which arise out of the sole negligence or willful misconduct of Redondo Beach; and including, but not limited to, Claims arising out of or in connection with Design-Builder's and/or any of Design-Builder's subcontractor's (of any tier) acts, errors, omissions, products and equipment installed, or work, for:

(a) Damage to third party property and damage to Redondo Beach property not a part of the Project;

(b) The release of any Hazardous Substances (except for Pre-Existing Hazardous Substances not discovered or made known to Design-Builder prior to such Release) on or from the Project Site(s) or any areas adjacent;

(c) The violation of any applicable legal requirements or applicable permits;

(d) Any claim or allegation that any equipment, materials or information provided constitutes an infringement of any patent, trade secret, trademark, copyright or other proprietary rights of any third party;

(e) Design-Builder's breach of any subcontracts;

(f) The performance of the Work or the failure to perform the Work by, or on behalf of, Design-Builder or any of its subcontractors; or

(g) Goods and services provided by or on behalf of Design-Builder or Design-Builder's vendors.

2. Indemnification for Design Professional Services. To the fullest extent permitted by law, the Design-Builder shall, at its sole cost and expense, indemnify and hold harmless the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever,

including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense, whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of the Design-Builder, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual that the Design-Builder shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code § 2782.8(c).

3. Notice and Legal Defense. Promptly after receipt by an Indemnatee of any claim or notice of the commencement of any action, administrative or legal proceeding, or investigation in connection with an actual or potential Claim from any party as to which any indemnity provided for this Exhibit may apply, the Indemnatee will notify the City of Redondo Beach and Design-Builder in writing of such fact. Any delay in an Indemnatee's notifying Design-Builder of any such claim or notice will not excuse Design-Builder of its obligations hereunder. Upon Design-Builder's receipt of such notice, Design-Builder shall assume, on behalf of the Indemnatee, and conduct with due diligence and in good faith, the defense thereof with counsel reasonably satisfactory to the Indemnatee; provided that the Indemnatee shall have the right at its own expense to be represented therein by advisory counsel of its own selection; and provided further that if the defendants in any such action include both Design-Builder and the Indemnatee, and if the Indemnatee shall have reasonably concluded that there may be legal defenses available to it which are different from, additional to, or inconsistent with those available to Design-Builder, then the Indemnatee shall have the right to select separate counsel to participate in the defense of such action on its own behalf and at Design-Builder's expense.

4. Failure to Defend Action. If any Claim arises as to which any indemnity provided for in this Exhibit may apply, and Design-Builder fails to assume the defense of such Claim promptly after the receipt by Design-Builder of notification thereof, then the Indemnatee against which the claim is instituted or commenced may, at Design-Builder's expense, contest, or (with the prior written consent of Design-Builder, not to be unreasonably withheld) settle, such Claim; provided that no such contest need be made and settlement or full payment of any such Claim may be made without Design-Builder's consent (with Design-Builder remaining obligated to indemnify the Indemnatee under this Exhibit) if, in the written opinion of the Indemnatee's legal counsel, such Claim is meritorious. All costs and expenses incurred by Indemnatee or Redondo Beach in connection with any such contest, settlement or payment may be deducted from any amounts due to Design-Builder under this Agreement, with all such costs in excess of the amount deducted to be reimbursed by Design-Builder to Redondo Beach or the Indemnatee promptly following, but not later than thirty (30) days following, Redondo Beach's or Indemnatee's demand therefor. In the event and to the extent that Redondo Beach makes a deduction as described in the preceding sentence, then Redondo Beach shall be responsible for making appropriate payments to any Indemnitees, and

shall indemnify Design-Builder for any claims by the Indemnitees arising out of City's failure to make such payments.

4. Survival. The provisions of this Exhibit shall survive any termination or expiration of the Agreement.

5. Insurance Not Limiting. The obligations set forth in this indemnification provision shall be in effect without regard to whether or not Redondo Beach, Design-Builder, or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such Claims.

EXHIBIT E

INSURANCE

[ATTACHED BEHIND THIS PAGE]

INSURANCE REQUIREMENTS

1. Insurance Requirements. Design-Builder shall obtain and maintain for the term of the Project or, with City's prior written consent, cause to be obtained and maintained, the following insurance coverages:

1.1 Commercial Automobile Liability Insurance. The Design-Builder shall provide Commercial Automobile Liability Insurance which shall include coverage for liability arising out of the use of owned, non-owned and hired vehicles for performance of the work, as required to be licensed under the State of California. The Commercial Automobile Liability Insurance shall not have limits less than \$1,000,000, combined single limit per occurrence, shall be written on an occurrence form, and shall apply to all activities and operations of the Design-Builder and those acting on Design-Builder's behalf.

The Commercial Automobile Liability policy shall name the City of Redondo Beach its elected officials, officers, employees, agents and representatives, while acting within the scope of their employment, as additional insureds, and shall insure against liability for death, bodily injury, and/or property damage resulting from the performance of the Design-Builder, or anyone acting on behalf of Design-Builder, under this Agreement

1.2 Commercial General Liability Insurance. The Design-Builder shall provide Commercial General Liability Insurance, including, but not limited to, coverage for Broad Form Property Damage, Premises and Operations, Independent Contractors, Products and Completed Operations, and Personal Injury. Such insurance shall be written on an occurrence form and provide coverage for total limits actually arranged and carried by the Design-Builder, but not less than \$2,000,000 per occurrence, and an aggregate limit of not less than \$5,000,000, applying separately to this Project. Coverage for Products and Completed Operations shall not have a sub-limit or a reduction in the coverage or reporting periods. Umbrella or Excess Liability coverage may be used to supplement primary coverages to meet the required limits.

Evidence of such coverage shall be properly completed and executed, to the reasonable approval of City, Certificates of Insurance and shall provide for the following, either by separate endorsements in favor of the City of Redondo Beach or by blanket policy/endorsement language having the same effect as separate endorsements:

1.2.1 Include the City of Redondo Beach, its elected officials, officers, employees, agents and representatives, as Additional Insureds during and upon the completion of the Design-Builder's work for the activities and operations of Design-Builder under the Agreement. Additional insured endorsement form shall be as approved in writing by the City.

1.2.2 A Severability-of-Interest, or Cross-Liability Clause, or Separation of Insured Clause such as: "The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the company's liability."

1.3 Excess Liability. The Design-Builder may use Umbrella or Excess Liability coverage to meet the coverage limits specified in this Exhibit E. The Design-Builder shall require the carrier(s) for Umbrella or Excess Liability to properly schedule and to identify the underlying policies including, as appropriate: Commercial General Liability, Commercial Automobile Liability, Employer's Liability, or other applicable insurance coverages.

1.4 Workers' Compensation Insurance. The Design-Builder shall provide Workers' Compensation Insurance covering all of the Design-Builder's employees in accordance with the laws of the State of California and including Employer's Liability Insurance. The limit for Employer's Liability coverage shall be not less than \$1,000,000 each accident and shall be a separate policy if not included with Workers' Compensation coverage. Such insurance shall include a Waiver of Subrogation in favor of the City of Redondo Beach. Workers' Compensation coverage may be self-insured by Design-Builders, provided that the City of Redondo Beach is furnished with a copy of a currently-dated and manually-signed Certifications of Self-Insurance issued by the State of California authorizing the Design-Builder to self-insure. Design-Builder shall notify the City of Redondo Beach by 'return receipt delivery' as soon as possible of the State withdrawing authority to self-insure.

1.5 Professional Liability Insurance. The Design-Builder shall provide Professional Liability Insurance, Redondo Beach covering the Design-Builder's liability arising from professional negligent acts and omissions made directly or indirectly during the performance of the Agreement and shall provide coverage for the total limits actually arranged by the Design-Builder, but not less than \$2,000,000 combined single limit and in the annual aggregate. Such policy/coverage shall be endorsed to provide an extended reporting period as required below.

1.6 Design-Builder's Equipment Floater. The Design-Builder will obtain and maintain an All-Risk Property Insurance Policy in the form of a Design-Builder's Equipment Floater or Tool Floater, for the full replacement cost of any loss to Design-Builder's or Sub-Design-Builder's equipment or tools, whether owned, leased or rented. Design-Builder shall bear all deductibles and co-insurance penalties, if any.

2. Change in Requirements. Redondo Beach's Risk Manager is authorized to reduce or increase the requirements set forth herein but only with reasonable cause. If such changes results in substantial cost to Design-Builder, Design-Builder may renegotiate compensation. Additional Requirements. Except

to the extent that such condition, requirement or provision, below, is otherwise specifically provided for elsewhere in this Exhibit, with respect to the requirements set forth in Section 1 above, the following conditions shall apply:

(a) Prior to the start of Work, but not later than thirty (30) days after the date of award of contract, the Design-Builder shall furnish Redondo Beach with evidence of coverage from insurers acceptable to Redondo Beach and in a form acceptable to Redondo Beach. Such evidence shall include certificate(s) with original endorsements reflecting and effecting all required insurance. With respect thereto:

i. The required policy endorsements shall contain a provision that the policy/policies cannot be canceled, or reduced in coverage or amount, provided, however, that claims filed that deplete the aggregate limits of a policy of insurance shall not be considered to constitute a reduction in coverage or the amount of coverage, without first giving thirty (30) calendar day's written notice thereof (ten [10] days for non-payment of premium) by registered mail to Redondo Beach, except that automobile liability, professional liability, and workers' compensation / employers' liability notices will be sent via first class U.S. Mail. Should an insurer or insurers be unwilling or unable to agree to this provision, then Design-Builder shall provide written notice (either by registered mail or by email, read notice/receipt confirmation) to Redondo Beach of such developments within three (3) business days of the date that Design-Builder has knowledge of such developments.

ii. The required evidence of insurance shall further contain a provision that the policy/policies provide for a Waiver of Subrogation in favor of the Additionally Insured Parties and also on the Workers' Compensation/Employer's Liability policy. Design-Builder shall, on its own behalf and on behalf of its insurers, waive any and every claim for recovery from the Additionally Insured Parties for any and all loss or damage resulting from or arising out of the performance of the Agreement by Design-Builder, which loss or damage is covered by insurance policies (or deductibles or self-insurance in lieu thereof). Design-Builder agrees (a) to give to such insurance company which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver of subrogation, and (b) to have said insurance policies properly endorsed, as applicable, and provide proof to Redondo Beach thereof.

(b) The insurance coverages required in this Exhibit shall not limit or qualify the liability and obligations of Design-Builder assumed under the Agreement. In addition, the City of Redondo Beach shall not, by reason of its inclusion under Design-Builder's policies, incur liability to the insurance carrier for payment of premium for these policies.

(c) Any insurance maintained by Design-Builder and Subcontractors pursuant to the Agreement shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City of Redondo Beach, and such insurance is primary to Redondo Beach's for all purposes, despite any conflicting provision in the Design-Builder's or Subcontractors' policies to the contrary.

(d) All required insurance coverage shall be written on occurrence forms (except for microbial matter) unless Design-Builder secures the City of Redondo Beach's prior written permission allowing a specific coverage to be written on a claims-made form. Should any portion of the required insurance be on a 'Claims Made' policy, the Design-Builder shall, prior to the policy expiration date following completion of work, provide evidence that a five (5) year extended reporting/discovery period has been purchased on the expiring policy at least for the contract under which the Work was performed; and provided that, the retroactive date shall not be changed to any date that is more current than that which was on the expiring policy.

(e) In the event that a claim or other legal action is filed against the City of Redondo Beach, and if the City of Redondo Beach, in its good faith opinion, believes it may have coverage under any of the insurance required herein, then the City of Redondo Beach has the right to demand, and to receive within a reasonable time period, copies of the insurance policies related to such required insurance; provided, however, that this provision shall not apply if the parties agree that Design-Builder shall fully defend, hold harmless and indemnify the City of Redondo Beach against any such claim or other legal action. As a condition of such demand and receipt, Design-Builder may require the City of Redondo Beach to provide to Contactor a confidentiality statement, drafted by the City of Redondo Beach and consistent with the City of Redondo Beach's customary confidentiality language. Such confidentiality statement shall include, at a minimum, language to the effect that the City of Redondo Beach shall not disclose said insurance policy unless required to do so by applicable law, rule or regulation, or a court or other governmental authority of competent jurisdiction; provided, however, that the City of Redondo Beach shall provide Design-Builder prior written notice of any such request for disclosure and exercise its best efforts to afford Design-Builder an opportunity to contest the disclosure and/or limit the extent of the disclosure to the maximum extent practicable.

(f) All insurers carrying risk for the Work shall have a minimum A.M. Best Rating of at least "A: VII," or equivalent. Such policies shall comply with all terms conditions and requirements set forth herein.

(g) Nothing herein contained in this Exhibit shall be construed as limiting in any way the extent to which Design-Builder may be held responsible for payments of damages to persons or property resulting from Design-Builder's (or Subcontractors') work under the Agreement.

(h) Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which the City of Redondo Beach may immediately terminate or suspend the Agreement. Alternatively, in order to keep the Work progressing, the City of Redondo Beach may, at City's sole discretion, purchase the coverages which Design-Builder has failed to purchase and deduct the premium for such coverage(s) from payments due Design-Builder.

Understanding that Design-Builder is liable to the City of Redondo Beach for the acts, errors and omissions of all Subcontractors, of any tier, it is up to the Design-Builder to determine the proper insurance coverages, limits, terms and conditions to be carried by all Subcontractors, of any tier. However, should the Design-Builder elect to be named as an additional insured on any Subcontractor's required policies or insurance, Design-Builder shall ensure that the City of Redondo Beach is so named as well.

EXHIBIT F

PROPOSAL

[ATTACHED BEHIND THIS PAGE]

EXHIBIT G

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Article 1

Preliminary Provisions

1.01 City's Representative.

The City Engineer (sometimes herein called "Engineer") shall be the representative of the City and, except as otherwise expressly provided herein, shall make all decisions and interpretations to be made by the City under the provisions of the contract documents.

1.02 Contractor's Representative.

The Contractor shall at all times be represented on the work in person or by a foreman or duly designated agent. Instructions and information given by the Engineer to the Contractor's foreman or agent on the work shall be considered as having been given to the Contractor.

1.03 Permits and Licenses.

A. The Contractor and all subcontractors shall purchase or hold current and valid City of Redondo Beach Businesses Licenses during the entire period of the contract. The Contractor shall obtain all permits required by other agencies of the State and County as well as the City of Redondo Beach. All permits and licenses shall be obtained by and at the expense of the Contractor and/or subcontractors. The Contractor shall enforce the permit requirements. Permit fees to the City of Redondo Beach shall be waived.

B. Where requirements of the permits differ from those of the drawings and specifications, the more stringent requirements shall apply.

C. The Contractor shall be responsible for payment of all assessments, fees, or charges levied or imposed by any governmental or quasi-governmental authority, or public or private utility, in connection with the work during the entire period of the contract.

1.04 Waiver.

Waiver by City of any breach of any term, covenant, or condition contained in the contract documents shall not be deemed to be a waiver of any subsequent breach of the same or

any other term, covenant, or condition contained therein, whether of the same or a different character.

1.05 Data Furnished by the Contractor.

The Contractor shall furnish the Engineer reasonable facilities for obtaining such information as he may desire respecting the character of the materials and the progress and manner of the work, including all information necessary to determine its costs, such as the number of men employed, their pay, the time during which they worked on the various classes of construction, and other pertinent data.

1.06 Contract Drawings.

A. The drawings which form a part of this specification are bound in a separate volume.

B. The City will accept no responsibility for errors resulting from misinterpretation or scaling of the drawings.

1.07 Specifications and Drawings.

A. The Contractor shall keep on the job site a copy of all specifications, drawings, and change orders pertaining to the work and shall at all times give the Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications shall be of like effect as though shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. City specifications shall govern over referenced standards. If neither is applicable, manufacturer's specifications and instructions shall apply. The Engineer will furnish from time to time such detail drawings, plans, profiles, and information as he may consider necessary for the Contractor's guidance, unless otherwise provided in the proposal, contract, or special requirements.

B. The Specifications for this project are the entire agreement between the Contractor and City, which consist of the aforesaid drawings, the Notice to Contractors, the Instructions to Bidders, the Proposal, Bidding Form, Bid Bond, the Bidder's Qualifications and References, the Designation of Subcontractors, the Affidavit of Non-collusion, the Pre-bid Site Inspection Certification, the Worker's Compensation Certificate,

the Reference Standards, the General Conditions, the Exhibits and the Special Conditions. If no Special Conditions are attached hereto, the Specifications are further deemed to incorporate by reference the latest edition of the Standard Specifications for Public Works Construction as an essential part of the contract documents. Copies of the "Green Book" are available for review at the City Engineer's office or for purchase at the following address: Building News, Inc., 10801 National Blvd., Suite 100, Los Angeles, CA 90064.

C. In the event of a conflict between the Agreement and the General Conditions, the former shall prevail.

D. All documents forming the complete contract are intended to integrate so that any condition or work called for in any one and not mentioned in another shall be executed as if mentioned in all documents and set forth in the drawings.

1.08 Lines, Grades, and Measurements.

A. All lines and grades will be established by the Contractor. The Contractors shall carefully preserve all survey stakes and reference points as far as possible. Should any stakes or points be removed or destroyed unnecessarily by any act of the Contractor or his employees, they must be reset at the Contractor's expense.

B. The Contractor shall inform the Engineer a reasonable length of time in advance of the times and places at which he intends to work in order that inspection may be provided, and that necessary measurements for records and payments may be made with minimum inconvenience.

C. No direct payment will be made for the cost to the Contractor of any of the work or delay occasioned by giving lines and grades, by making other necessary measurements, or by inspection.

1.09 Right of Way.

A. The site for the installation of equipment or the right of way for the works to be constructed under this contract will be provided by the City.

B. The City will provide the appropriate rights of way and property for pipelines and structures. Upon approval by the Engineer, the Contractor may, without cost, use portions of any of the City's rights of way or property which may be suitable for working space and for storage of equipment and materials. The Contractor will be held responsible for any damage to structures, streets, and roads, and for any damage that may result from his use of City property.

C. In case areas additional to those available on the City's rights of way or property are required by the Contractor for his operations, he shall make arrangements with the property owners for the use of such additional areas at his own expense.

1.10 Assignment of Antitrust Cause of Action.

The Contractor assigns to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), in connection with the Project, such assignment to be effective upon final payment to the Contractor without further acknowledgment by the parties.

1.11 Signs.

"Construction signs are not required for this project.

Article 2

Performance of Work

2.01 General.

Contractor will at its own cost and expense furnish all necessary materials, labor, transportation, and equipment for doing and performing said work and the materials used shall comply with the requirements of the contract documents. All work shall be performed and completed as required in the contract documents under the direction and supervision, and subject to the approval of the City Engineer, or his designated representative.

2.02 No Assignment.

Contractor shall not assign the contract or his interest therein in whole or in part without the prior written consent of the City Council, which may be withheld in the City's sole discretion.

2.03 Standard of Performance.

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any work performed by him under the contract will be performed in the best manner; that any material furnished by him will be the best of its class; and that both work and materials will meet fully the requirements of these plans and specifications.

2.04 Defective Work.

The Contractor shall remove and rebuild at his own expense any part of the work that has been improperly executed, even though it has been included in the monthly estimates. If he refuses or neglects to replace such defective work, prior to acceptance of the work, it may be replaced by the City at the expense of the Contractor, plus 15% for overhead expenses, and his sureties shall be liable therefore. (See Section 2.14 for curing defects after acceptance of the work).

2.05 Communications Regarding the Work.

After award of the contract, all communications regarding the work covered by this Specification shall be addressed to the City Engineer and mailed to:

City of Redondo Beach
Public Works Department
Engineering Services Division
P.O. Box 270
Redondo Beach, California 90277-0270

Or hand delivered to:

City of Redondo Beach
Public Works Department
Engineering Services Division
415 Diamond Street, Door 2
Redondo Beach, California 90277

2.06 Independent Contractor.

The Contractor in the performance of the work hereunder will be acting in an independent capacity and not as an agent, employee, partner, or joint venture of the City.

2.07 Emergency Work.

A. During Working Hours: In case of an emergency which threatens loss or injury of property, and/or safety of life during working hours, the Contractor shall act, without previous instructions from the City, as the situation may warrant. He shall notify the Engineer of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Engineer within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as extra work.

B. Outside of Working Hours: Whenever in the opinion of the City there shall arise, outside of the regular working hours on the contract work, an emergency involving utility services to the public or danger to public safety, the City's forces, agents or public utility operators will handle such emergency work. If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from his payment as provided in the contract documents. The performance of emergency work by City forces will not relieve the Contractor of any of his responsibilities, obligations, or liabilities under the contract.

2.08 Subcontractors.

A. Each subcontractor shall contain a reference to the contract between the City and the principal Contractor, and the terms of the contract and all parts thereof shall be made part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for its annulment at the order of the Engineer, if, in his/her opinion, the subcontractor fails to comply with the requirements of the principal contract insofar as the same may be applicable to his work.

B. Nothing contained in this Specification shall be construed as creating any contractual relationship between any subcontractor and the City. The sections of this Specification are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.

C. The Contractor shall be considered the employer of and as fully responsible to the City for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

D. The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged upon his work. It shall be his duty to see that all of his/her subcontractors commence their work at the proper time and carry it on with due diligence so that they do not delay or injure either the work or materials; and that all damage caused by them or their workmen is made good by them or by himself/herself at his/her expense.

E. The City will not undertake to settle differences between the Contractor and his subcontractors or between subcontractors.

F. The Contractor shall utilize the services of properly licensed specialty subcontractors, without additional expense to the City, on those parts of the work which are specified to be performed by specialty contractors.

2.09 Omitted.

2.10 Cooperation with other Work Forces.

A. The City reserves the right to perform other work at or near the site at any time by the use of its own forces or other contractors.

B. Other contractors, other utilities and public agencies or their contractors, other City contractors, and City personnel may be working in the vicinity during the project construction period. There may be some interference between these activities and the work under this specification. The Contractor shall cooperate and coordinate his work with that of other work forces to assure timely contract completion.

2.11 Agreements with Property Owners.

Agreements with property owners for spoiling excavated material, storing materials, or other purpose related to the work shall be made in writing and a copy submitted to the Engineer for his information.

2.12 Protection of Property.

All public and private property, pavement or improvement shall be safely guarded from injury or loss in connection with this contract by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, he shall immediately notify the proper owners or authorities.

2.13 Contractor's Responsibilities for Losses or Liabilities.

A. Risk of Loss: Except as otherwise provided in the contract documents and except as to the cost of repair or restoration of damage to the work caused by an act of God as that term is defined in Section 7105(b) of the Public Contract Code of the State of California, the Contractor shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the work, or because the nature of the ground in or on which the work is done is different from what is assumed, or on account of the weather, or floods, or other causes.

B. Materials and Facilities: The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of his failure to carry out said responsibilities, the same may be carried out by the City at the expense of the Contractor:

1. The Contractor shall be responsible for any material furnished by him and for the care of all work until its completion and final acceptance, and he shall at his own expense replace damaged or lost material and repair damaged parts of the work.
2. The Contractor shall protect City facilities from damage resulting from his work. City facilities damaged by or as a result of the Contractor's work under this contract shall be repaired or replaced, as directed by the Engineer, at the Contractor's expense.
3. The Contractor shall remove from the vicinity of the completed work all buildings, rubbish, unused material, concrete forms, and other materials belonging to him or used under his direction during construction.

C. Laws and Regulations:

1. The Contractor shall keep himself fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed on the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order, or decree, he shall forthwith report the same in writing to the Engineer.
2. He shall at all times himself observe and comply with, and shall cause all his agents and employees to observe and comply with all such applicable laws, ordinances, regulations, orders, and decrees in effect or which may become effective before completion of this contract.
3. Nothing in these drawings and/or specifications is to be construed to permit work not conforming to such laws, ordinances, and regulations. If the Contractor ascertains at any time that any requirement of this contract is at variance with such applicable law requirement, he shall promptly notify the Engineer.

4. If such applicable law requirement was not in effect on the date of submission of bids, any necessary adjustment of the contract price shall be made as provided in Article 5 of the General Conditions. If such applicable law requirement was in effect on said date of bid submission, no adjustment of contract price will be considered.
5. The Contractor, at his own expense, shall pay all taxes properly assessed against his equipment or property used or required in connection with the work.

2. Guarantee of Work.

- A. The Contractor guarantees all materials and workmanship against defects for a period of one year, unless noted otherwise, from the date of final acceptance of all work performed under the contract. The date of final acceptance will be as stated on the Notice of Acceptance.
- B. The Contractor assumes responsibility for a similar one-year guarantee, unless noted otherwise, for all work and materials provided or performed by subcontractors, manufacturers, or suppliers.
- C. The Contractor hereby agrees that if, within a period of one year, unless noted otherwise, after final acceptance of the work done under the contract, any portion of the work installed, constructed, or performed by him/her fails to fulfill any of the requirements of the contract, he/she will, without delay and with the least practicable inconvenience and without further cost to the City, repair or replace defective or otherwise unsatisfactory work or materials. This agreement will not delay acceptance of the work or final payment.
- D. Should the Contractor fail to act promptly in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before the Contractor can be notified or can respond to notification, the City may at its option make the necessary repairs or replacements, or perform the necessary work, and the Contractor shall pay to the City the actual cost of such repairs plus 15 percent.
- E. The Contractor shall be responsible for the full expense incidental to making good any and all of the above guarantees and agreements. The above

guarantees and agreements are covenants, the performance of which shall be binding upon the Contractor and his sureties.

2.15 Cleaning and Environmental Controls.

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove waste materials, debris and rubbish from site and dispose off-site legally. Recycling is encouraged. The Contractor should investigate opportunities for recycling.

C. Spoil sites shall not be located where spoil shall be washed back into a street gutter, storm drain, runoff conveyance or ocean.

D. Water containing mud, silt, or other pollutants from activities, shall not be allowed to enter the ocean or placed in locations that may be subject to storm runoff.

E. Any equipment or vehicles driven and/or operated within or adjacent to a street gutter, storm drain, runoff conveyance or ocean shall be checked and maintained daily to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.

F. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any construction, or associated activity or whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area.

G. The Contractor shall comply with all litter and pollution laws. All Contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the Contractor to insure compliance.

Article 3

Preliminary Provisions

3.01 Commencement, Prosecution, and Completion of Work

A. Notice to Proceed: The Contractor is not authorized to perform any work under this specification until he has received from the City an official notification to commence work. The date on which the notification is received by the Contractor is herein referred to as the Notice to Proceed. The Contractor shall commence work within ten (10) calendar days after Notice to Proceed. A copy of the Notice to Proceed is included in these specifications. The notification to commence work will not be issued until the contract is properly executed, bonds are furnished and approved, and insurance has been submitted and approved.

B. Prosecution of the Work: Work shall be continued at all times with such force and equipment as will be sufficient to complete it within the specified time. The Contractor expressly proposes that he has taken into consideration and made allowances for all ordinary delays and hindrances to the work to be performed and that he will complete the work within the specified time.

C. Required Contract Completion: Facility shall be made ready for service within one hundred ten (110) calendar days after the Notice to Proceed is issued. Work on Saturdays or after hours requires prior consent of the City Engineer and is subject to Cost of Overtime Construction Inspection. Work on Sundays or City holidays is generally not permitted.

3.02 City's Discretion to Extend Time

In the event the work required hereunder is not satisfactorily completed in all parts and in compliance with the Contract Documents, City shall have the sole right, in its discretion, to increase the number of working days or not, as may seem best to serve the interest of the City.

3.03 Delays and Extensions of Time for Contractor

A. The Contractor shall take reasonable precautions to foresee and prevent delays to the work. In the event of any delay to the work, the Contractor shall revise

his/her sequence of operations, to the extent possible under the terms of the contract, to offset the delay.

B. If any delay to the work is caused by circumstances within the Contractor's control, it is not excusable and not compensable, and the Contractor will not be entitled to any extension of time or to any other compensation for damages resulting directly or indirectly there from.

C. If any delay having a direct effect on the work is caused by circumstances beyond the control of the Contractor except for causes of delay specified in Paragraph 3.03-D., such delay may be excusable and may entitle the Contractor to an equivalent extension of time, but not to any other compensation. Excusable but not compensable causes include, but are not limited to, labor disputes, weather conditions unfavorable for prosecution of the work, and acts of God.

D. If any delay having a direct effect on the work is caused by failure of the City to provide information as specified, or necessary instructions for carrying on the work, or to provide the necessary right of way or site for installation, or failure of a utility to remove or relocate an existing facility such delay may be compensable and may entitle the Contractor to an equivalent extension of time; and may entitle the Contractor to compensation for damages resulting directly from any of the causes of delay specified in this paragraph.

E. The Contractor shall notify the Engineer in writing of any delay having a direct effect on the work and the causes thereof within 15 days from the beginning of such delay.

F. Any claim for an extension of time or for compensation for damages resulting from delay shall be made in writing to the Engineer not more than 30 days after the ending of such delay. The Contractor shall provide data showing the effect of the delay on the specified completion of the work, that they delay was beyond the control of the Contractor, and that the Contractor has revised his construction schedule, to the extent possible, to offset the delay. No extension of time or compensation for damages resulting from delay will be granted unless the delay affects the timely completion of all work under the contract or the timely completion of a portion of the work for which a time of completion is specified.

G. The Engineer will investigate the facts and ascertain the extent of the delay, and his findings thereon shall be final and conclusive, except in the case of gross error. In the event of a gross error, the Engineer may reconsider his findings and thereafter his findings shall be final and conclusive.

H. Failure of the Contractor to give written notice of a delay, or to submit or document a claim for an extension of time or for damages resulting from delay in the manner and within the times stated above shall constitute a waiver of all claims thereto.

I. When a Contractor experiences two concurrent delays, one compensable and the other excusable, no compensation other than an extension of time will be allowed.

J. An extension of time must be approved by the Engineer to be effective, but an extension of time whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

3.04 Climatic Conditions

A. The Engineer may suspend the work whenever weather conditions or conditions resulting from inclement weather are unfavorable for the prosecution of the work. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.

B. If the Contractor believes that work should be suspended under this Section 3.04, he may request such suspension. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.

C. No extension of time will be granted for suspension of work unless the suspension affects the timely completion of all work under the contract or the timely completion of a portion of the work for which a time of completion is specified. Determination that the suspension for inclement weather conditions or conditions resulting from inclement weather affects timely completion and entitles the Contractor to an extension of time shall be made and agreed to in writing by the Engineer and the

Contractor on each day that work is suspended. In the event of failure to agree, the Contractor may protest under the provisions of Section 7.07.

D. If the work is suspended and an extension of time is granted under this Section 3.04 the Contractor will be entitled to a one day extension of time for each day that he is unable to work at least one-half of his current normal work day; and if the work is suspended at the regular starting time on any work day and the Contractor's workforce is dismissed as a result thereof, then he will be entitled to a one day extension of time whether or not conditions change thereafter and the major portion of the day is suitable for work.

3.05 Safety Hazard

The Engineer may suspend operations if he determines that an imminent safety hazard exists.

3.06 Liquidated Damages

A. The deductions for liquidated damages shall be \$250/day from date of required contract completion until actual contract completion date.

B. The above liquidated damages are necessary to ensure timely completion and to defray costs of additional construction inspection and contract administration. Timely completion is required to insure that the owner may occupy the building fully, all facilities operational and all construction activities completed in accordance with these specifications.

C. Should the Contractor fail to complete all or any portion of the work within the specified time therefore in Section 3.01, or within such extra time as may be allowed for delays by formal extensions granted by the City, deductions as set forth above will be made from the Contractor's earning for the time that the work remains incomplete after the time set for its completion.

D. It being impracticable or extremely difficult to fix the actual damage, the amount set forth above is hereby agreed upon as liquidated damages and will be deducted from any money due the Contractor under this contract. Should the amount of the

damages exceed the amount due the Contractor, he and his sureties shall be liable for the excess.

Article 4

Construction Progress Schedules

4.01 Initial Schedule

A. Within 24 hours after the Notice to Proceed has been given, and prior to the start of any work, the Contractor shall submit to the City Engineer for approval six (6) copies of its proposed construction schedule with subschedules of related activity. If the Engineer notifies the Contractor that the schedule is unacceptable, the Contractor shall submit a revised schedule within 5 working days thereafter.

B. The construction schedule shall be in the form of bar charts with major activities of the project listed in chronological order showing the dates for beginning and completion of each activity.

C. The construction schedule shall also contain:

1. An economic component showing the cost of each activity, the anticipated monthly earnings and a cash flow diagram.
2. A products availability schedule, which shall show the availability dates for contractor furnished equipment affecting the progress of the work, indicate the required delivery dates for City furnished materials and equipment and indicate the required installation date for utility-furnished equipment.

4.02 Revised Schedules

A. After start of the work, the Contractor shall submit revised construction schedules not later than the 1st and 15th day of each month thereafter until completion of the contract.

B. The revised schedules should show any significant changes in activities since submission of the previous schedule with revised projections of progress and completion. It should also provide a narrative report of problem areas, anticipated delays and the impact on the schedule, corrective action recommended and its effect, and the effect of changes on schedules of other contractors involved with the work.

Article 5

Suspension or Termination of Contract

5.01 Suspension of Work-Default by Contractor

A. If the Contractor fails to begin the delivery of the material or to commence work as provided in the contract, or fails to make delivery of material promptly as ordered, or to maintain the rate of delivery of material or progress as ordered, or to maintain the rate of delivery of material or progress of the work in such a manner as in the opinion of the Engineer will ensure a full compliance with the contract within the time limit, or fails to timely pay subcontractors or suppliers, or if in the opinion of the Engineer the Contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice will be served on him to provide within a specified time for a satisfactory compliance with the contract. If he neglects or refuses to comply with such notice, the City may suspend the operation of all or any part of the contract, or it may in its discretion after such notice perform any part of the work or purchase any or all of the material included in the contract or required for the completion thereof at the expense of the Contractor without suspending the contract.

B. Upon suspension of the contract, the Engineer, acting in behalf of the City, may in his discretion take possession of all or any part of the machinery, tools, appliances, materials, and supplies that have been delivered by or on account of the Contractor for use in connection therewith and the same may be used either directly by the City or by other parties for it in the completion of the work suspended; in which case the Contractor shall be credited with a reasonable rental therefor, to be determined by the Engineer; or the City may employ other machinery or materials, purchase the material contracted for in such manner as it may deem proper, or hire such force and buy machinery, tools, appliances, materials, and supplies at the Contractor's expense as may be necessary for

the proper conduct and completion of the work. The Contractor shall not make any disposition of the plant, machinery, tools, appliances, supplies, or materials used on or in connection with the work, either by sale or conveyance, inconsistent with these provisions. The Contractor shall comply with any written order of the Engineer to re-commence the work.

5.02 Suspension of Work-Contract without Fault

The work may be suspended in whole or in part when determined by the City Engineer that such suspension is necessary in the best interest of the City, regardless of fault by the Contractor. In such event, the Contractor shall comply immediately with any written order of the Engineer suspending the work and shall comply with any written order of the Engineer re-commencing the work.

5.03 Decision of Engineer Final

The determination of the City Engineer to suspend the work under the provisions of either section 5.01 or 5.02 shall be final and binding upon both parties.

5.04 Remainder of Contract in Effect

Suspension of the contract, or any part thereof, shall operate only to terminate the right of the Contractor to proceed with the work covered by the contract or the suspended portion thereof. The provisions of the contract permitting the City to make changes and to make proper adjustment of accounts to cover any increase or decrease of cost on account of such changes and all other provisions of the contract except those giving the Contractor the right to proceed with work on the items covered by the suspension, shall be and remain in full force and effect after such suspension and until the contract shall have been completed and final payment or final adjustment or accounts made.

5.05 Allocation of Cost

A. Contractor at fault: When the work is suspended in whole or in part in accordance with the provisions of section 5.01 any cost to the City in excess of the contract price, arising from the suspension of the work, or from work performed or purchase made by the City, either before or after suspension, and required on account or failure of the Contractor to comply with his/her contract or the orders of the Engineer issued in

pursuance thereof, will be charged to the Contractor and his/her sureties, who shall be liable therefor. If the net credits shall be in excess of the claims of the City against the Contractor, the balance will be paid to the Contractor or his legal representative.

B. Contractor without Fault:

1. Where the work is suspended in whole or in part in accordance with the provisions of section 5.02, the Contractor will be compensated for damages incurred due to delays for which the City is responsible if such delays are unreasonable in the circumstances involved and were not within the contemplation of the parties when the contract was awarded to the Contractor. Such actual costs will be determined by the Engineer. The City will not be liable for, and in making this determination the Engineer will exclude, all damages which the Engineer determines the Contractor could have avoided by and reasonable means including, without limitation, the judicious handling of forces, equipment, or plant.
2. If the Contractor desires payment for such a delay it shall, within 30 days after the beginning of the delay, file with the City a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least 15 days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the City to consider such request.

5.06 Termination of Contract-Default by Contractor

A. The City may terminate the Contractor's performance under the Contract and declare the Contractor in default for any breach of the Contract, which shall include, by way of example and not by limitation: (1) the Contractor fails to begin the delivery of the material or to commence work as provided in the contract; (2) the Contractor fails to make or maintain the rate of delivery of material or progress of work promptly as ordered or required under the contract, or to maintain the rate of delivery of material or progress of the work in such a manner as in the opinion of the Engineer will ensure full compliance with the contract within the time limit; (3) the Contractor fails to make prompt payment to subcontractors, materialmen, laborers or suppliers; (4) the Contractor fails to execute or

prosecute the Work properly, or in the manner or location specified in the Contract, or fails to complete the Work entirely on or before any date established for partial or final completion, or fails to maintain a work program or schedule as to ensure the City's interest; (5) if there shall be filed by or against the Contractor in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Contractor's property, and within thirty days therefrom the Contractor fails to secure a discharge thereof; (6) the Contractor makes an assignment for the benefit of creditors or petitions for or enters into an agreement or arrangement with its creditors; (7) the Contractor fails to perform the work in accordance with the contract documents (including without limitation, the failure to supply suitable materials and equipment, or sufficiently skilled workers and a sufficient number thereof, to perform the work in accordance with the contract documents); (8) the Contractor disregards any applicable law, rule, regulation, order or directive; (9) if, in the reasonable opinion of the Engineer, the Contractor is not complying in good faith with any term or condition of the contract or any order from the City.

B. In the event of such termination, the Contractor will be paid the actual amount due based on unit prices or lump sums bid and the quantity of work completed at the time of cancellation, less damages caused to the City by acts of the Contractor causing the cancellation. The Contractor, in having tendered a Bid, shall be deemed to have waived any and all claims for damages because of cancellation of Contract for any such reason.

C. The procedures for declaring the Contractor in default are as follows. The City shall first serve written notice upon the Contractor, demanding full compliance with the Contract within 5 days after receipt of such notice. The surety on the faithful performance bond may be provided with a copy of such notice. If the Contractor does not comply with such notice within 5 days after receiving it, or if, after starting to comply, the Contractor fails to prosecute the work or otherwise comply with such notice promptly and in good faith, the City may declare Contractor in default, and such default shall be effective immediately upon Contractor's receipt of written notice of default from the City. A copy of such notice of default shall be provided to the surety.

D. In the event that Contractor is served with notice of default, the City may, immediately upon Contractor's receipt of such notice, exclude it from the premises and

take possession of all material and equipment, and complete the Work by City forces, by letting the unfinished work to another Contractor, or by a combination of such methods. In any event, the cost of completing the work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay to the City within five (5) days after the completion all costs in excess of the Contract Price.

E. If the Surety assumes any part of the work, it shall take the Contractor's place in all respects for that part and shall be paid by the City for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of the Contract.

F. The provisions of this section shall be in addition to all other rights and remedies available to the City under law.

5.07 Termination of Contract - Contractor without Fault

A. The City may terminate the Contract when conditions encountered during the work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Contract by act of God, as defined in section 4151(b) of the State Government Code, by law, or by official action of a public authority.

B. When written notice by the Engineer to discontinue work is served upon the Contractor because the Contract has been terminated as provided in subsection A above; the Contractor shall comply immediately with the order of the Engineer.

C. The Contractor shall be paid for work performed to the time of termination at the unit prices named in the contract, or in the event no unit prices are named, a sum equal to that portion of the lump sum price which the work completed to the time of termination bears to the total work to be performed under the contract as determined by the Engineer. In no event will the City be liable to the Contractor for breach of contract, extra work, or damages because of said termination of contract.

Article 6

Changes

6.01 Changes Initiated by City

The City reserves the right to make such alterations, deviations, additions to or deletions from the plans drawings and specifications, including the right to increase or decrease the quantity of any item or portion of work or to omit any item or portion of the work, and to require such changes in the work as are determined by the City Engineer to be necessary or advisable for proper completion or construction of the whole work contemplated.

6.02 Changes at the Contractor's Request

If the Contractor, on account of conditions developing during the progress of the work, finds it impracticable to comply strictly with the plans and specifications and applies in writing for a modification of requirements or of methods of work, such change may be authorized by the Engineer, if not detrimental to the work and if without additional cost to the City.

6.03 Change Orders - Procedure

A. Engineer's Adjustment of Contract Terms: Changes will be set forth in a contract change order. If the work to be done or change to be made causes an increase or decrease in the Contractor's cost of performance of the contract, an equitable adjustment may be made as determined by the Engineer. The contract change order will specify the payment to be made or credit to be taken and adjustment of the contract time, if any. Payment in accordance with the terms and conditions set forth in a contract change order shall constitute full compensation for all work included therein or required thereby.

B. Contractor's Agreement: Contractor shall proceed with the ordered work, unless another starting date is specified. If the Contractor agrees with the terms and conditions of the contract change order, he shall indicate his acceptance by signing the original copy and returning it to the Engineer within 3 days. If the Contractor disagrees with the terms and conditions of such contract change order, he shall proceed with the ordered work and shall submit a written protest in accordance with "E. Protest Procedure."

C. Submittal of Contractor's Proposal of Changes: Prior to issuing an approved contract change order, the Engineer may request that the Contractor submit a proposal covering the changes. The request will include a description of the work or revised drawings or specifications reflecting changes proposed to be ordered. Within 3 days after receiving the request the Contractor shall submit his proposal to the Engineer, including any claim for extension of time and any and all compensation which may be necessary as a result of performing the changes. If the Engineer decides not to issue a contract change order after requesting a proposal from the Contractor, the Contractor will be notified of such decision in writing.

D. Issuance of Engineer's Order: The Engineer may, in writing, order the Contractor to proceed with the work prior to receipt of an approved contract change order therefor. In such case, the Engineer will as soon as practicable issue an approved contract change order for the work and the provisions "E. Protest Procedure" shall be fully applicable to such subsequently issued contract change order. The Contractor shall keep full and complete records of the cost of the ordered work until the method of compensation is determined and the approved change order is received, and shall permit the Engineer to have access to such records. An approved change order shall supersede any previously issued written order covering the same work.

E. Protest Procedure:

1. Should the Contractor disagree with any terms or conditions set forth in an approved change order which he has not executed, he shall submit a written protest to the Engineer within 3 days after the receipt of such approved contract change order. The protest shall state the points of disagreement, contract references, quantities, and costs involved. The Engineer shall consider and investigate such protest within a reasonable time and his decision thereon shall be conclusive and binding against both parties to the contract, except in the case of gross error. If a written protest is not submitted, adjustment of the contract time and payment will be made as set forth in the approved contract change order and shall constitute full compensation for all work included therein or required thereby.

An unprotested approved change order will be considered as an executed contract change order.

2. When the protest concerning an approved contract change order relates to compensation, the Contractor shall keep full and complete records of the cost of such work and shall permit the Engineer to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work.
3. When the protest concerning an approved contract change order relates to the adjustment of contract time for the completion of the work, the time to be allowed therefor will be determined as provided in Section 3.03.

F. Extra Work:

1. Work not covered by any of the items of the bidding form for which there are bid prices or by any combination of such items, as determined by the Engineer, and work specifically designated as extra work in the drawings or specifications is extra work. The Contractor shall furnish the required labor, material, and equipment and shall perform such extra work upon receipt of a contract change order therefor. All labor, material, and equipment shall be subject to approval of the Engineer.
2. Extra work will be paid for by an adjustment of the contract price or on a force-account basis as provided in Section 7.06, or a combination of both, as determined by the Engineer. Extra work will not be paid for unless ordered in writing by the Engineer. The determination of the Engineer on all questions relating to extra work shall be conclusive and binding against both parties to the contract except in the case of gross error.

Article 7

Contract Payments and Claims

7.01 General

A. Payment will be made at the price for each item listed on the bidding form as extra work as provided in the General Conditions.

B. Initial progress payment will not be made prior to approval by the Engineer of the Schedule of Costs, the Construction Progress Schedule, and the Schedule of Submittals.

C. No subsequent progress payment will be made prior to receipt by the Engineer of the monthly revision of the Construction Progress Schedule.

7.02 Schedule of Costs for Payments

A. The Contractor shall submit to the Engineer, within ten (10) working days after Notice to Proceed, six (6) copies of a Schedule of Costs. The Schedule of Costs shall be a detailed breakdown of quantities and prices of work and materials required to perform and complete the contract.

B. The total of the price breakdown shall agree with the lump-sum price bid. The price breakdown shall, as a minimum, show the cost of each item of the Construction Progress Schedule, Article 4. Any additional breakdown of the Schedule of Costs, by quantities and prices of work and materials, considered necessary by the Engineer will be as determined by the Engineer. The price breakdown shall not be unbalanced, shall be subject to adjustment between the Engineer and the Contractor, and will be used as a basis for progress payments.

C. Acceptance of the Schedule of Costs by the Engineer shall not relieve the Contractor of the responsibility of performing all the work needed to complete the projects at the lump-sum price bid.

7.03 Progress Payments

A. Determination by Engineer: The Engineer will make an approximate measurement of all approved materials delivered to the job site and work performed by the Contractor through the last working day of each calendar month for the purpose of making a progress payment. No payment will be made for the fabrication or production of materials off the job site, or for materials stored off the job site. The Engineer will classify the work according to items listed on the Bidding Form and will estimate the value thereof

and the basis of prices shown, or as extra work. The classification of the work performed and the value thereof will be based on the Schedule of Costs submitted by the Contractor.

B. Five Percent Retention: From the amount thus determined, five percent thereof will be deducted as retention by the City for performance security. The amount of all payments previously made to the Contractor and any amounts due to the City from the Contractor for supplies, materials, services, damages, or otherwise deductible under the terms of the contract will be deducted from the remainder. The remaining amount will be paid as a progress payment by the City to the Contractor thirty (30) days from the date that the undisputed invoice is received.

C. Additional Retention: In addition to the retention under Paragraph B above, the whole or part of any payment of the estimated amount due the Contractor may be withheld as an additional retention if such course be deemed necessary to protect the City from loss due to the Contractor's failure to protect any of the following: (1) meet his obligations; (2) expedite the work; (3) correct rejected work; (4) settle damages as provided; or (5) produce substantial evidence that no claims will or have been filed, and/or if it has been determined that unpaid balance may be insufficient to complete the work.

D. Effect of Progress Payment: All material and work covered by progress payments thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work as a waiver of the City's right to require fulfillment of all of the contract terms.

E. Contractor Retention Escrow Accounts: Contractor may, at it's own expense, elect to have the said five percent retention paid to a qualified escrow agent, pursuant to Public Contracts Code § 22300, and any escrow agreement shall conform to the requirements of that section and be approved by the City. City approval process includes approval by the City Attorney, the City Council and the City Financial Services Department. Said City approval could take up to 120 calendar days.

7.04 Final Payment and Release of Claims

A. Notice of Acceptance and final payment: Upon completion of the work as determined by the Engineer, a Notice of Acceptance will be issued, and a Notice of

Completion will be recorded with the County. The City will pay to the Contractor 35 days after issuing the Notice of Acceptance, or as soon thereafter as practicable, the remaining amount due the Contractor, less all prior payments and advances whatsoever to or for the account of the Contractor for supplies, materials, services, damages, or otherwise deductible under the terms of the contract. All prior estimates and payments including those relating to extra work shall be subject to correction by this payment, which throughout this contract is called "final payment." A copy of the Notice of Acceptance is included in these specifications.

B. Release of Claims: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall have delivered to the City a complete release of all claims against the City arising under and by virtue of this contract and related to undisputed amounts, including claims of subcontractors and suppliers of either materials or labor. If disputed contract claims in stated amounts are unresolved 35 days after issuing the Notice of Acceptance, a progress payment of undisputed amounts and retained funds will be made by the City upon receipt of a release specifically excluding the disputed contract claims. Upon resolution of disputed claims, the Contractor shall execute a supplemental release and, upon delivery, the City will make final payment. A copy of the release form is included in these specifications.

C. Acceptance of final payment constitutes release: The acceptance of the final payment by the Contractor shall be and shall operate as a release to the City of all claims and of all liability to the Contractor for all things done or furnished in connection with the work and for every act and neglect of the City and others relating to or arising out of this work. No payments, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligation under this contract or the bonds for payment and for faithful performance.

7.05 Force-Account Payment

A. Computation of Payment: When work is to be paid for on a force-account basis, the Contractor will be paid the costs of labor, materials, and equipment as provided in Paragraphs 7.05.B, 7.05.C and 7.05.D, except when agreement has been reached to pay in accordance with Paragraph 7.05.E. To the total of the costs computed as provided in Paragraphs 7.05.B, 7.05.C and 7.05.D, there will be added a markup of 20 percent to

the cost of labor, 15 percent to the cost of materials, and 15 percent to the equipment rental. These markups shall constitute full compensation for profit and for all overhead costs which include superintendence, bond and insurance premiums, and all other items of expense not specifically designated as cost or equipment rental in Paragraphs 7.05.B, 7.05.C and 7.05.D. The total payment made as provided above shall constitute full compensation for work performed on a force-account basis.

It is understood that labor, materials and equipment may be furnished by the Contractor or by a subcontractor or by others on behalf of the Contractor. When work paid for on a force-account basis is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the City for such work and no additional payment therefor will be made by the City.

B. Labor: The cost of labor used in performing the work, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

1. Actual Wages. Actual wages paid to other workers, including foremen devoting their exclusive attention to the work in question. The actual wages shall include payments to, or on behalf of, workers for health and welfare, pension, vacation, and similar purposes.
2. Labor Surcharge. To the actual wages, as defined in Paragraph 7.05.B.1 above, will be added 27 percent which percentage shall constitute full compensation for all payments imposed by state and federal laws, and for all other payments made to, or on behalf of, the workers, other than actual wages as defined in Paragraph 7.05.B.1 above and the amount paid for travel and subsistence as specified in Paragraph 7.05.B.3 following.
3. Travel and Subsistence. The amount paid to the workers for travel and subsistence as defined in applicable collective bargaining agreements filed with the Department of Industrial Relations under the provisions of Section 1773.8 of the Labor Code.

C. Materials: Only materials incorporated in the work will be paid for, the cost of which will be the cost to the purchaser, whether Contractor, subcontractor, or other forces, from the supplier thereof, except as the following are applicable:

1. If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the City notwithstanding the fact that such discount may not have been taken.
2. If materials are procured by the purchaser by any method which is not a direct purchase from a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the Engineer. No markup except for costs incurred in the handling of such materials will be permitted.
3. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment therefor will not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current wholesale price for such materials delivered on the job site, whichever price is lower.
4. If the cost of such materials is excessive, in the opinion of the Engineer, then the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site, less any discounts as provided in Paragraph 7.05.C.1 above.
5. If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, the cost shall then be determined as provided in Paragraph 7.05.C.4 above. The City reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and profit on such materials.

D. Equipment: The Contractor will be paid for the use of equipment at the rental rates established as provided in Paragraph 7.05.D.1 and 7.05.D.2 below, which rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Operators of rented equipment will be paid for as provided in Paragraph 7.05.B above. All rented equipment shall, as determined by the Engineer, be in good working condition for the purpose for which it is to be used. Unless otherwise specified, manufacturers' ratings shall be used to classify equipment for the determination of applicable rental rates.

1. Equipment on the work: For the use of any equipment normally required for the contract regardless of whether the equipment is already on the work or is to be delivered to the work and regardless of ownership and any rental or other agreement entered into by the Contractor for the use of such equipment, the Contractor will be paid as provided herein at the current local rental rates used by the State of California. (Copies of the Equipment Rental Rates used by the State will be furnished on request.) Individual pieces of equipment not listed and having a replacement value of Two Hundred Dollars (\$200) or less shall be considered to be tools or small equipment and no payment will be made for their use on the work. The hourly rates for equipment not listed under the schedules of rental rates set forth by the State of California shall be those agreed upon by the Contractor and the Engineer prior to the use of the equipment, except that in no case shall the rental rates exceed those of established distributors or equipment rental agencies. In computing the hourly rental of equipment, less than 30 minutes shall be considered 1/2 hour, except that the minimum rental time to be paid per day shall be one hour. Rental time will not be allowed while equipment is inoperative due to breakdowns or non-working days. The rental time of equipment to be paid for shall be the time the equipment is in operation on the force-account work being performed. Loading and transporting costs will be allowed when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the force-account work on other than the force-account work.
2. Equipment not on the work: For the use of equipment not required under the contract and moved in on the work and used exclusively for force-account work, the Contractor will be paid as provided herein and at the rates agreed upon by the Contractor and the Engineer, except that in no case shall the rental rates paid exceed those of established distributors or equipment rental agencies. The rental period shall begin at the time the equipment is unloaded at the site of the force-account work and shall terminate at the end of the day on which the order to discontinue the force-account work is given to the Contractor by the Engineer, except that the minimum total rental time to be paid for shall be not less than eight hours. Except as provided in the last sentence of this paragraph, the Contractor will be paid the cost of transporting the equipment to the work and its return to its

original location, provided the original location of the equipment has been agreed to in advance by the Engineer, and provided further that such costs shall not exceed the applicable minimum Public Utility Commission's established rates for transporting the equipment. Should the equipment be transported by low bed trailers, hourly rates charged by established haulers will be paid. Also, the City will pay for loading and unloading costs. Should the Contractor desire the return of the equipment to a location other than its original location, the City will pay the cost of transportation in accordance with the above provisions, provided such costs does not exceed the cost of moving the equipment to the work. Payment for transporting and loading and unloading the equipment as provided herein will not be made if the equipment is used on the work in any other way than upon the force-account work.

E. Work Performed by Special Forces or Other Special Services: When the Engineer and the Contractor, by agreement, determine that a special service or an item of force-account work cannot be performed by the forces of the Contractor or those of any of his subcontractors, such service or force-account work item may be performed by a specialist. Invoices of such services or item or force-account work on the basis of the current market prices thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide such complete itemization. In those instances wherein the Contractor is required to perform force-account work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of force-account work performed in such facility may, by agreement, be accepted as a specialist billing. To the specialist invoice price, less credit to the City for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent in lieu of the percentages provided in Paragraph 7.05.A above.

F. Reporting and Invoicing: All force-account work shall be reported daily upon Daily Cost of Extra Work Sheets furnished by the Engineer to the Contractor and signed by both parties, which daily reports shall thereafter be considered the true record of force-account work done. Complete detailed invoices covering the force-account work shall be submitted for payment no later than 15 days after the completion of the work. Those not so detailed will not be processed for payment until details are furnished. The

charges for work performed by the Contractor, by a subcontractor, and by an employee of a subcontractor shall be reported separately. Substantiating invoices from suppliers, vendors, and subcontractors shall be included with the Contractor's invoices. The Contractor shall permit examination of accounts, bills, and vouchers relating to the force-account work, when requested by the Engineer.

7.06 Claims and Protests-Contract Requirements

A. Written Protest: If work demanded of the Contractor is considered by him to be outside the requirements of the contract, or if he considers any decision of the Engineer to be unfair, he shall, upon such work being demanded or such decision being made, proceed without delay to perform the work or conform to the decision, and shall give written notice of protest to the Engineer within 48 hours. The written notice shall include the date and circumstances of the order or decision and his objections thereto. The Engineer will consider and investigate the protest and his/her decision thereon shall be final and conclusive, except in the case of gross error. In the event of a gross error, the Engineer may reconsider his/her findings and thereafter his/her findings shall be final and conclusive. Except for such protests as are made of record in the manner specified, the Contractor waives all grounds for protest to such orders or decisions of the Engineer.

B. Written Claim: No more than 30 days after submitting a protest in accordance with 7.07.A. above or 30 days after completing the protested work, if that is later, the Contractor shall submit to the Engineer his/her claim concerning the matter so noticed. The claim shall set forth clearly concerning the matter so noticed. The claim shall set forth clearly and in detail, for each item of additional compensation or time adjustment claimed, the reasons for the claim, the references to applicable provisions of the specifications, the nature and amount of cost or time involved, or both, the computations used in determining such cost or time, or both, and all other pertinent factual data. The Contractor shall furnish such clarification and further available information and data may be requested in writing by the Engineer within the time specified in such request. In addition, he/she shall maintain complete and accurate daily records of the costs of any portion of the work for which additional compensation is claimed, and shall give the Engineer access thereto or certified copies thereof as requested. Any order or decisions of the Engineer as to which the Contractor has submitted a protest shall be final and conclusive on the Contractor if he fails to submit or document a claim with respect thereto

in the manner and within the times above stated, and such failure shall constitute a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

C. Written Decision: After reviewing the written claim submitted by the Contractor and any additional information furnished by the Contractor and after considering the facts of the matter, the Engineer will give the Contractor written notice of the Engineer's final determination regarding the claim.

Article 8

Materials

8.01 General

A. The Contractor shall furnish all materials needed to complete the work and installations required under the terms of this contract, except those materials specified to be furnished by the City.

B. The Contractor shall submit satisfactory evidence of compliance with the specifications of such materials to be furnished and used in the work as the Engineer may require. Materials incorporated in the work and not specifically covered in the specifications shall be the best of their kind. Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new.

8.02 Quality and Workmanship

All materials must be of the specified quality and equal to approved samples, if samples have been required. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from the specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Engineer may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original specifications or drawings. All work performed under this Specification will be inspected by the Engineer as provided in

Paragraph 8.04. All work performed within City or County street or State of California freeway rights of way shall meet the requirements of the agency having jurisdiction. All materials furnished and all work done must be satisfactory to the Engineer. Work, material, or equipment not in accordance with this Specification, in the opinion of the Engineer shall be made to conform thereto. Unsatisfactory material and equipment will be rejected, and if so ordered by the Engineer, shall, at the Contractor's expense, be immediately removed from the vicinity of the work.

8.03 Trade Names and "Or Approved Equal" Provision

Whenever in the specifications or in the drawings the name or brand of a manufactured article is used it is intended to indicate a measure of quality and utility or a standard. Except in those instances where the product is designated to match others in use on a particular improvement either completed or in the course of completion, the Contractor may substitute any other brand or manufacture of equal quality and utility on approval of the Engineer, provided the use of such brand or manufacture involves no additional cost to the City.

8.04 Approval of Materials

A. The Contractor shall furnish without additional cost to the City such quantities of construction materials as may be required by the Engineer for test purposes. He shall place at the Engineer's disposal all available facilities for and cooperate with him in the sampling and testing of all materials and workmanship. The Contractor shall prepay all shipping charges on samples. No samples are to be submitted with the bids unless otherwise specified.

B. Each sample submitted shall be labeled. A letter, in duplicate, submitting each shipment of samples shall be mailed to the Engineer by the Contractor. Both the labels on the sample and the letter of transmittal shall indicate the material represented, its place of origin, the names of the producer and the Contractor, the Specification number and title, and a reference to the applicable drawings and specification paragraphs.

C. Materials or equipment of which samples are required shall not be used on the work until approval has been given by the Engineer in writing. Approval of any sample shall be only for the characteristics of for the uses named in such approval and no other.

No approval of a sample shall be taken in itself to change or modify any contract requirement.

D. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider under this contract any further sample of the same brand or make of that material.

8.05 Ordering Materials

One copy of each of the Contractor's purchase orders for materials forming a portion of the work must be furnished to the Engineer, if requested. Each such purchase order shall contain a statement that the materials included in the order are subject to inspection by the City. Materials purchased locally will be inspected at the point of manufacture or supply, and materials supplied from points outside the Los Angeles area will be inspected upon arrival at the job, except when other inspection requirements are provided for specific materials in other sections of this Specification.

8.06 Authority of the Engineer

On all questions concerning the acceptability of material or machinery, the classification of material, the execution of the work, and conflicting interests of contractors performing related work, the decision of the Engineer shall be final and binding on both parties, except in the case of gross error. The Engineer will make periodic observations of materials and completed work to observe their compliance with plans, specifications, and design and planning concepts, but he is not responsible for the superintendence of construction processes, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the site of work.

8.07 Inspection

A. All materials furnished and work done under this contract will be subject to rigid inspection. The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining them, as requested by the Engineer. The Engineer, or his authorized agent or agents, at all times shall have access to all parts of the shop and the works where such material under his inspection is being manufactured or the work performed. Work or material that does not conform to the

specifications, although accepted through oversight, may be rejected at any stage of the work. Whenever the Contractor of installation or construction is permitted or directed to do night work or to vary the period during which work is carried on each day, he shall give the Engineer due notice, so that inspection may be provided. Such work shall be done under regulations to be furnished in writing by the Engineer.

B. No improvement shall be accepted by the City unless and until it is free of all liens and encumbrances, and free of all material defects and conditions which may create a hazard to the public health, safety, or welfare. In addition, all properties, rights-of-way, easements, and other interests to be dedicated to the City shall be, before acceptance thereof by the City, free and clear of all liens and encumbrances of any kind or character whatsoever and free of any and all material defects and conditions creating a hazard to public health or public safety.

8.08 Infringement of Patents

The Contractor shall hold and save the City, its officers, agents, servants, and employees harmless from and against all and every demand or demands, of any nature or kind, for or on account of the use of any patented invention, process, equipment, article, or appliance employed in the execution of the work or included in the material or supplies agreed to be furnished under the contract, and should the Contractor, his agents, servants, or employees, or any of them, be enjoined from furnishing or using any invention, process, equipment, article, material, supplies or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other inventions, processes, equipment, articles, materials, supplies, or appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Engineer. Or in the event that the Engineer elects, in lieu of such substitution, to have, supplied, and to retain and use, any such invention, process, equipment, article, material, supplies, or appliances, as may by this contract be required to be supplied and used, in that event the Contractor shall at his expense pay such royalties and secure such valid licenses as may be requisite and necessary to enable the City, its officers, agents, servants, and employees, or any of them, to use such invention, process, equipment, article, material, supplies, or appliances without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse promptly to make the substitution herein before required, or to pay such royalties

and secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the City, or recover the amount thereof from him and his surety, notwithstanding final payment under this contract may have been made.

Article 9

Submittals

9.01 General

A. The Contractor shall submit samples, drawings, and data for the Engineer's approval which demonstrate fully that the construction, and the materials and equipment to be furnished will comply with the provisions and intent of these plans and specifications.

B. Specific items to be covered by the submittals shall include, as a minimum, the following:

1. For structures, submit all shop, setting, equipment, miscellaneous iron and reinforcement drawings and schedules necessary.
2. For conduits, submit a detailed layout of the conduit with details of bends and fabricated specials and furnish any other details necessary. Show location of shop and field welds.
3. For equipment which requires electrical service, submit detailed information to show power supply requirements, wiring diagrams, control and protection schematics, shop test data, operation and maintenance procedures, outline drawings, and manufacturer's recommendation of the interface/interlock among the equipment.
4. For mechanical equipment submit all data pertinent to the installation and maintenance of the equipment including shop drawings, manufacturer's

recommended installation procedure, detailed installation drawings, test data and curves, maintenance manuals, and other details necessary.

- 5. Samples.
- 6. Colors.
- 7. Substitutions.
- 8. Manuals.
- 9. As-built drawings.
- C. Submit a schedule of submittals.

9.02 Product Handling

- A. Submittals shall be accompanied by a letter of transmittal and shall be in strict accordance with the provisions of this section.
- B. Submit priority of processing when appropriate.

9.03 Schedule of Submittals

Contractor shall provide the City with a schedule of submittals within ten (10) working days from the date of Notice of Award.

9.04 Shop Drawings

- A. Scale required: Make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.
- B. Type of prints required: Make all shop drawings prints in blue or black line on white background. Reproductions of City drawings are not acceptable.
- C. Size of drawings required: The overall dimensions of each drawing submitted to the Engineer shall be equal to one of the City's standard sheet sizes as listed below:

Sheet Sizes

Height X Width

11" X 8 1/2"

11" X 17"

24" X 36"

The title block shall be located in the lower right hand corner of each drawing and shall be clear of all lifework, dimensions, details, and notes.

9.05 Colors

Unless the precise color and pattern are specified elsewhere, submit accurate color charts and pattern charts to the Engineer for his review and selection whenever a choice of color or pattern is available in a specified product. Label each chart naming the source, the proposed location of use on the project, and the project.

9.06 Manufacturers' Literature

Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.

9.07 Substitutions

A. Engineer's approval required:

1. The contract is based on the materials, equipment, and methods described in the Contract Documents. Any Contractor-proposed substitutions are subject to the Engineer's approval.

2. The Engineer will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data, and all other information required by the Engineer to evaluate the proposed substitution.

B. Trade names and "or approved equal" provision: See Article 8.03.

9.08 Manuals

A. Format: When manuals are required to be submitted covering items included in this work, prepare such manuals in approximately 8-1/2" X 11" format in durable plastic binders and with at least the following:

1. Identification on, or readable through, the front cover stating general nature of the manual.
2. Neatly typewritten index near the front of the manual, furnishing immediate information as to location in the manual of all emergency data regarding the installation.
3. Complete instructions regarding operation and maintenance of all equipment involved.
4. Complete nomenclature of all replaceable parts, their part numbers, current cost, and name and address of nearest vendor of parts.
5. Copy of all guarantees and warranties issued.
6. Copy of drawings with all data concerning changes made during construction.

B. Extraneous data: Where contents of manuals include manufacturers' catalog pages, clearly indicate the precise items included in this installation and delete, or otherwise clearly indicate, all manufacturers' data with which this installation is not concerned.

9.09 As-Built Drawings

A. When required to be submitted covering items included in this work, the Contractor shall deliver to the City one complete set of final As-Built reproducible drawings for City records before the contract will be accepted by the City.

B. The drawings shall be duplicates and at the same size and dimensional scale as the originals. They shall be on a polyester translucent base material with a minimum sheet thickness of .003 inch (.08mm).

C. The legibility and contrast of each drawing submitted to the City shall be such that every line, number, letter, and character is clearly readable in a full size blow back from a 35 mm microfilm negative of the drawing.

9.10 Submittals Quantities

A. Submit six (6) copies of all data and drawings unless specified otherwise.

B. Submit all samples, unless specified otherwise, in the quantity to be returned, plus two, which will be retained by the Engineer.

9.11 Identification of Submittals

Completely identify each submittal and resubmittal by showing at least the following information:

1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.

2. Name of project as it appears in this specification and specification number.

3. Drawing number and specification section number other than this section to which the submittal applies.

4. Whether this is an original submittal or resubmittal.

5. For samples, indicate the source of the sample.

9.12 Schedule of Submittals

- A. Submit initial schedule of submittals within ten (10) days after Notice of Award.
- B. Submit revised schedule of submittals within five (5) days after date of request from the Engineer.
- C. Engineer will review schedule of submittals and will notify Contractor that schedule is acceptable or not acceptable within 5 days after receipt.

9.13 Coordination of Submittals

- A. Prior to submittal for Engineer's review, use all means necessary to fully coordinate all material, including the following procedures:
 - 1. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
 - 2. Coordinate as required with all trades and with all public agencies involved.
 - 3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.
 - 4. Clearly indicate all deviations from the contract documents.
- B. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items; the Engineer may reject partial submittals as not complying with the provisions of the contract documents.

9.14 Timing of Submittals

- A. Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
- B. In scheduling, allow at least ten (10) working days for the Engineer's review, plus the transit time to and from the City office.
- C. Manuals shall be submitted prior to performing functional tests.

9.15 Approval by City

- A. One copy of each submittal, except manuals, schedule of costs for progress payments, and as-built drawings will be returned to the Contractor marked "Approved," "Approved as Noted," or "Returned for Correction," Manuals, schedule of costs and as-built drawings will be returned for resubmittal if incomplete or unacceptable.
- B. Submittals marked "Approved as Noted" need not be resubmitted, but the notes shall be followed.
- C. If submittal is returned for correction, it will be marked to indicate what is unsatisfactory.
- D. Resubmit revised drawings or data as indicated, in seven (7) copies.
- E. Approval of each submittal by the Engineer will be general only and shall not be construed as:
 - 1. Permitting any departures from the contract requirements.
 - 2. Relieving the Contractor of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.
 - 3. Approving departures from additional details or instructions previously furnished by the Engineer.

9.16 Changes to Approved Submittals

- A. Resubmittal is required for any proposed change to an approved submittal. Changes which require resubmittal include, but are not necessarily limited to, drawing revisions, changes in materials and equipment, installation procedures and test data. All resubmittals shall include an explanation of the necessity for the change.
- B. Minor corrections to an approved submittal may be accomplished by submitting a "Corrected Copy."

Article 10

Safety

10.01 Protection of Persons and Property

Notwithstanding any other provision of these specifications, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property, during performance of the work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

10.02 Protection from Hazards

A. Trench Excavation Safety Plans: Attention is directed to the provisions of Section 6705 of the Labor Code. Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from the Engineer of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health, and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California.

B. Confined Spaces:

1. Tests for the presence of combustible or dangerous gases shall be made with an approved device immediately prior to a worker entering a confined space and at intervals frequent enough to ensure a safe atmosphere during the time a worker is in such a structure. A record of such tests shall be kept at the job site. Sources of ignition, including smoking, shall be prohibited in any confined space until after the

atmosphere within the confined space has been tested and found safe. Note: Confined spaces for the purpose of this Article shall mean the interior of storm drains, sewers, vaults, utility pipelines, manholes, reservoirs, and any other such structure which is similarly surrounded by confining surfaces so as to permit the accumulation of dangerous gases or vapors.

2. No employees shall be permitted to enter or remain within a confined space until such confined space is free of concentrations of harmful gases, and lack of oxygen, unless the employee is wearing suitable and approved respiratory equipment. Confined spaces that contain or that have last been used as container of toxic gases, light oils, hydrogen sulfide, corrosives, or poisonous substances, shall, in every case, be tested by means of approved devices or chemical analysis before being entered without wearing approved respiratory equipment. Reservoirs, vessels, or other confined spaces having openings or manholes in the side as well as in the top shall be entered from the side opening or manholes when practicable.

C. Material Safety Data Sheet: Attention is directed to the provisions of General Industry Safety Orders, Section 5194, Title 8, California Administrative Code. The Contractor shall submit to the Engineer a Material Safety Data Sheet (MSDS) for each hazardous substance proposed to be used, ten days prior to the delivery of such material to the job site or use of such material at a manufacturing plant where the Engineer is to perform an inspection. For materials which are to be tested in City laboratories, the MSDS shall be submitted with the sample(s). Hazardous substance is defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Failure to submit an MSDS for any hazardous substance may result in actions as provided in Article 5, "SUSPENSION OR TERMINATION OF CONTRACT", of these General Conditions.

10.03 Differing Site Conditions

- A. Attention is directed to Section 7104 of the Public Contract Code.
- B. The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of:

1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required by law to be removed to a Class I, Class II, or Class III disposal site.
2. Subsurface or latent physical conditions at the site differing materially from those indicated in its contract.
3. Unknown physical conditions at their site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

C. The Engineer will promptly investigate the conditions. If he finds that such conditions do materially differ, or do involve hazardous waste, and do cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work under this contract, an equitable adjustment will be made, as determined by the Engineer.

D. In the event of disagreement between the Contractor and the Engineer whether the conditions do materially differ or whether a hazardous waste is involved or whether the conditions cause an increase or decrease 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 completion date required by the contract, but shall proceed with all work to be performed under the contract.

E. The Contractor shall retain all rights provided by, and shall be subject to all requirements of, this contract which pertain to the resolution of disputes and protests.

10.04 Traffic Regulation

A. Temporary Safeguards: During the performance of the work the Contractor shall erect and maintain necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards as shall be appropriate under the circumstance in his judgment for the prevention of accidents; and he shall take other precautions as necessary for public safety including, but not limited to, traffic control. Traffic control shall be conducted in accordance with the latest edition of the California Manual on Traffic Control Devices (CAMUTCD).

B. Submittals: Contractor shall submit at least 15 days prior to work a detailed traffic control plan, that is approved by all agencies having jurisdiction and that conforms to all requirements of these specifications.

C. Quality Assurance:

1. No changes or deviations from the approved detailed traffic control plan shall be made, except temporary changes in emergency situations, without prior approval of the Engineer and all agencies having jurisdiction.
2. Contractor shall immediately notify the Engineer and the agencies having jurisdiction of occurrences that necessitate modification of the approved traffic control plan.

10.05 Traffic Control Devices

Traffic signs, flashing lights, barricades and other traffic safety devices used to control traffic shall conform to the requirements of the California Manual on Traffic Control Devices (CAMUTCD).

A. Portable signals shall not be used unless permission is given in writing by the agency having jurisdiction.

B. Warning signs used for nighttime conditions shall be reflectorized or illuminated. "Reflectorized signs" shall have a reflectorized background and shall conform to the current State of California Department of Transportation specification for reflective sheeting on highway signs.

10.06 Execution

A. Roads subject to interference from the work covered by this contract shall be kept open, and the fences subject to interference shall be kept up by the Contractor until the work is finished. Except where public roads have been approved for closure, traffic shall be permitted to pass through designated traffic lanes with as little inconvenience and delay as possible.

B. Where alternating one-way traffic has been authorized, the maximum time that traffic will be delayed shall be posted at each end of the one-way traffic section. The maximum delay time shall be approved by the agency having jurisdiction.

C. Contractor shall install temporary traffic markings where required to direct the flow of traffic and shall maintain the traffic markings for the duration of need. Contractor shall remove the markings by abrasive blasting when no longer required.

D. Convenient access to driveways and buildings in the vicinity of work shall be maintained as much as possible. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.

E. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

10.07 Flagging

Contractor shall provide flaggers to control traffic where required by the approved traffic control plan.

A. Flaggers shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flaggers" of the California Department of Transportation.

B. Flaggers shall be employed full time on traffic control and shall have no other duties.

Article 11

Indemnity, Insurance and Bonds

11.01 Indemnity Standard Specifications

The indemnity provisions shall be as follows.

11.01-1 Contractor's Duty

To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representative), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

11.01-2 Civil Code Exception

Nothing in this Section 11.01 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

11.01-3 Nonwaiver of Rights

Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

11.01-4 Waiver of Right of Subrogation

Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

11.01-5 Survival

The provisions of this Section 11.01 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against a Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

11.02 Minimum Scope of Insurance

Contractor shall maintain minimum insurance coverage, at least as broad as following:

- A. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- B. CAN 103809MT (3/2022) form covering Automobile Liability, code 1 (any auto).
- C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to

its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to under- take self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

11.03 Minimum Limits of Insurance

Contractor shall maintain minimum insurance limits no less than the following:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

11.04 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City.

11.05 Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- A. Additional Insured Endorsement:
 - 1. General Liability: The City, its officers, elected and appointed officials, employees, are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor during and until the completion of the project including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be

provided in the form of an endorsement to the contractor's insurance, or as a separate owner's policy.

2. Automobile Liability: The City, its officers, elected and appointed officials, employees, are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

B. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees. Any insurance or self-insurance maintained by the City, its officers, officials, employees shall be excess of the Contractor's insurance and shall not contribute with it.

C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

E. Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

11.06 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

11.07 Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. Standard ISO forms which shall be subject to

City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements are to be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications upon receipt of a verified claim.

11.08 Subcontractors

Contractor shall include all subcontractors as additional insured under its. All coverages for subcontractors shall be subject to all of the requirements stated herein. Independent Subcontractor performing onsite operations shall provide separate certificates and endorsements naming City, its officers, elected and appointed officials, employees, as additional insured for both ongoing and completed operations.

11.09 Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

11.10 Endorsements and Certificate

A. Contractor shall provide its informational certificates and standard endorsements.

B. The contract will not be executed by the City and the Notice to Proceed issued until the aforesaid insurance documents have been received and approved by the City. City's decision as to the acceptability of all insurance documents is final. No substitution of the form of the documents or the endorsements or amendments thereto will be permitted without the prior written consent of City.

11.11 Bonds

A. Contractor shall furnish the following bonds:

1. A Faithful Performance Bond in an amount equal to One Hundred percent (100%) of the contract price on City form, attached hereto as Exhibit E.
2. A Payment Bond (Labor and Material) in an amount equal to One Hundred percent (100%) of the total contract price on City form, attached hereto as Exhibit F.
3. A Maintenance Bond in an amount equal to Ten percent (10%) of the total contract price on City form, attached hereto as Exhibit G.

B. All such bonds shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond shall be acknowledged by a notary public as the signature of the person designated in the power of attorney.

C. The surety or sureties on all bonds furnished must be satisfactory to the City. City will reject surety bonds obtained from any company which is not an admitted surety insurer under the laws of the State of California and which does not hold a Certificate of Authority from the U.S. Secretary of the Treasury under 31 U.S.C. §§ 9304-9306 as an acceptable surety on federal bonds. The surety must also be listed in the latest edition of U.S. Department of Treasury Circular 570, and the bonds provided must not exceed the surety's bonding limitations as set forth in Circular 570. Bonds shall be in multiples of \$1,000 only; provided, however, that the amount of the bond shall otherwise be fixed at the lowest sum that will fulfill all conditions herein set forth.

D. If during the continuance of the Contract any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of City within ten days after notice, and in default thereof the contract may be suspended and the materials may be purchased or the work completed as provided in Article 5 herein.

E. No modifications or alterations made in the work to be performed under the contract or the time of performance shall operate to release any surety from liability on

any bond or bonds required to be given herein. Notice of such events be waived by the surety.

F. The contract will not be executed by City nor the Notice to Proceed issued until the aforesaid bonds have been received and approved by City. City's decision as to the acceptability of all sureties and bonds is final. No substitution of the form of the documents will be permitted without the prior written consent of City.

Article 12

Labor Provisions

12.01 Working Hours

A. Work or activity of any kind shall be limited to the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday. City Hall is closed every other Friday.

B. Work on Saturdays, Sundays, or City holidays requires prior consent of the City Engineer and is subject to Cost of Overtime Construction Inspection.

C. City holidays are:

New Year's Eve

New Year's Day

Martin Luther King, Jr. Day

Presidents' Day

Memorial Day (last Monday in May)

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Eve

Christmas Day

12.02 Cost of Overtime Construction Inspection

A. Overtime construction work performed at the option of, or for the convenience of, the Contractor will be inspected by the City at the expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, alternating City Hall closed Fridays, or holidays the charges will be as shown in the following schedule:

<u>Class</u>	<u>Charge per Hour</u>
Civil Engineer	\$75.00
Associate Engineer	\$70.00
Assistant Engineer	\$60.00
Construction Inspector	\$50.00

Other equipment as identified in City Council Resolution, Fees for Public Works permits, inspections, reviews and services for sewer connection fees.

B. There will be no charges for the inspection of overtime work ordered by the City Engineer or required by the specifications.

12.03 Compliance with State Labor Code

A. Contractor acknowledges that this project is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”), and that this Agreement is subject to (1) Chapter 1, including without limitation Labor Code Section 1771 and (2) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be

bound by all the terms, rules and regulations described in (1) and (2) as though set forth in full herein.

B. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 12.03 A above.

C. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

D. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages (described in Section 12.04 below). Contractor shall diligently take corrective action to halt or rectify any failure.

E. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

F. Pursuant to Labor Code Section 1771.4(a)(1), project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

12.04 Wage Rates

A. State Prevailing Wages: The Contractor shall pay its workers on this City project, in accordance with the prevailing wage rate.

1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

2. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.

3. The specified wage rates are minimum rates only and the City will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his own expense.

4. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

5. Pursuant to Section 1773.8 of the Labor Code, travel and subsistence payments shall be made to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Director of Industrial Relations, State of California.

B. Federal Prevailing Wages: In the event this is a federally assisted construction contract, Contractor acknowledges that federal labor standards provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts, will be enforced. Contractor understands that in the event of a conflict between the Federal General Wage Decision as established by the United States Department of Labor (available at www.access.gpo.gov/davisbacon/ca.html) and the State General Prevailing Wage Determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>), the higher of the two will prevail. The City will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him of any wage rate in excess of the federal wage rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.

C. Payroll Records: Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records, including the street address, city and county, and shall, within five working days, provide a notice of a change in location and address. The Contractor and every subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work. Upon request by the City Engineer, the Contractor shall provide a copy of the certified payroll records along with a statement of compliance.

12.05 Employment of Apprentices

A. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

B. In the event the Contractor or any subcontractor willfully fails to comply with the aforesaid sections, such Contractor or subcontractor shall be subject to the penalties for noncompliance in Labor Code Section 1777.7.

12.06 Character of Workmen

The Contractor shall not allow its agents or employees, its subcontractors, or any agent or employee thereof, to trespass on premises or lands in the vicinity of the work. Only skilled foremen and workmen shall be employed on work requiring special qualifications, and when required by the City Engineer, the Contractor shall discharge any person who commits trespass or in the opinion of the City Engineer disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. Any employee being intoxicated or bringing or having intoxicating liquors on the work shall be discharged. Such discharge shall not be the basis of any claim for compensation of damages against the City or any of its officers.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-23-24	CONTACT NAME: Brenda Young-Epps PHONE (A/C, No, Ext): (404) 995 3074 E-MAIL ADDRESS: brenda.youngepps@marsh.com FAX (A/C, No):														
INSURED PlayCore Wisconsin, Inc. Dba GameTime 150 PlayCore Drive SE Fort Payne, AL 35967	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER B : Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER C : American Casualty Company Of Reading, Pa</td><td>20427</td></tr><tr><td>INSURER D : Transportation Insurance Co</td><td>20494</td></tr><tr><td>INSURER E : N/A</td><td>N/A</td></tr><tr><td>INSURER F : The Continental Insurance Company</td><td>35289</td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B : Continental Casualty Company	20443	INSURER C : American Casualty Company Of Reading, Pa	20427	INSURER D : Transportation Insurance Co	20494	INSURER E : N/A	N/A	INSURER F : The Continental Insurance Company	35289
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COVERAGES **CERTIFICATE NUMBER:** ATL-004721675-40 **REVISION NUMBER:** 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			MKL2VPBC002028	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BUA 7039895527	08/01/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded.: \$1,000 \$
F	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0			7039984806 RETENTION Umb Catastrophe \$25,000	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 7 39895530 WC 7 39895544 WC 7 39919971 WC 7 39929062	08/01/2023 08/01/2023 08/01/2023 08/01/2023	08/01/2024 08/01/2024 08/01/2024 08/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Information Only

CERTIFICATE HOLDER PlayCore Wisconsin, Inc. dba GameTime 150 PlayCore Drive SE Fort Payne, AL 35967	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC <i>John Whittle</i>
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ADDITIONAL REMARKS SCHEDULE

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AGENCY MARSH USA, LLC.		NAMED INSURED PlayCore Wisconsin, Inc. Dba GameTime 150 PlayCore Drive SE Fort Payne, AL 35967
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (Continued):

Carrier: Transportation Insurance Company

Policy Number: WC 7 39918885

Dates: 08/01/2023 - 08/01/2024

WC 7 39895530 - AL,AZ,CA,CO,FL,GA,IL,IN,KY,MI,MN,MO,NV,NY,OK,OR,PA,SC,TN,TX,UT,VA

WC 7 39895544 - CA,CO,FL,GA,IL,IN,MI,MN,MO,MT,NC,NM,NV,NY,OK,OR,PA,SC,TN,TX

WC 7 39919971 - AZ, OR, WI

WC 7 39918885 - OH, ND, WY, WA