

CITY OF OROVILLE
GENERAL PROVISIONS

1. PROPOSAL REQUIREMENTS

A. Examination of Contract Plans, Specifications, General and Special Provisions, and Site of Work.

The bidder is required to examine carefully the site, specifications and general and special provisions for, the work contemplated. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, the general and special provisions, and the contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

B. Proposal Form.

All proposals must be made upon blank forms as furnished in the contract documents. All proposals must give the prices proposed, in figures, and must be signed by the bidder, with his address. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business address of the president, secretary, and treasurer.

C. Rejection of Proposals Containing Alterations, Erasures, or Irregularities.

Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind. The City reserves the right to reject any or all proposals and to waive any irregularities in any or all proposals.

D. Bidder's Guaranty.

All bids shall be presented under sealed cover and accompanied by cash, cashier's check, certified check, or bidder's bond, made payable to the City of Oroville, for an amount equal to at least ten percent (10%) of the amount of said bid, and no bid shall be considered, unless such cash, cashier's check, certified check, or bidder's bond is enclosed therewith.

2. CONTRACT AWARD AND EXECUTION

A. Award of Contract.

The award of the contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements described. The award, if made, will be made within sixty (60) days after the opening of the bids.

B. Execution of Contract.

The contract shall be signed by the successful bidder and returned, together with the contract bonds and insurance, within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract. Failure to execute a contract and file acceptable bonds, as provided herein within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

C. Return of Bidder's Guaranties.

Within ten (10) days after the award of the contract, the City of Oroville will return the proposal

guaranties accompanying such of the proposals, which are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

D. Contract Bonds.

The Contractor shall furnish two good and sufficient bonds of a corporate surety authorized to do business in the State of California and having a financial rating in Best's Insurance Guide of at least "B". Each bond shall be executed in a sum equal to the contract price. One bond shall guarantee the faithful performance of the contract by the Contractor; and the other bond shall be a payment bond for a California public works project.

Form of bond required may be examined at the office of the Community Development Director or copies will be furnished, if desired, to prospective bidders. Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material men, become insufficient, or the Community Development Director has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

C. SCOPE OF WORK

(a) Work to be Done.

The work to be done consists of the following.

- 1) Removal and disposal of the existing lighting, sound and video systems.
- 2) Installation of a new lighting system with all needed electrical and rigging.
- 3) Installation of a new sound system with all needed electrical and rigging.
- 4) Installation of a projector and projector screen with all needed electrical and rigging.

(b) Alterations.

The City of Oroville reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Community Development Director or his/her designee, also to make such alterations or deviations, increases or decreases, additions or omissions, in the plans and specifications, as may be determined during the progress of the work to be necessary and advisable.

(c) Extra Work.

New and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items or combinations of items for which there is a bid price.

The Contractor shall do no extra work except upon written order from the Community Development Director or his/her designee. For such extra work, the Contractor shall receive payment as previously agreed upon in writing, or he or she shall be paid on force account.

Upon receipt of a written order for extra work from the Community Development Director, or his/her designee, the Contractor shall provide a written response in no more than five (5) working days detailing the work and the costs for same.

E. Removal of Obstructions.

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character to the construction.

F. Final Cleaning Up.

Before acceptance and final payment, the Contractor shall clean the property, street or road, borrow pits, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in a neat and presentable condition.

D. CONTROL OF THE WORK

(a) **Authority of the Community Development Director or his/her designee.** The staff designated by the Community Development Director, or his/her designee, shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to claims and compensation. The Community Development Director, or his/her designee, decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

(b) **Interpretation of Specifications.** Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these specifications, and the special provisions, the Contractor shall apply to the Community Development Director, or his/her designee, for such further explanations as may be necessary, and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent to the original specifications. In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the Community Development Director or his/her designee, whose decision thereon shall be final.

(c) **Superintendence.** Whenever the Contractor is not present on any part of the work where it may be desired to give direction, orders will be given by the Community Development Director, or his/her designee, in writing, and shall be received and obeyed by the superintendent or foreman in charge of the particular work in reference to which orders are given. Three consecutive points shown on the same rate of slope must be used in common, in order to detect any variance from a straight grade, and in case any such discrepancy exists, it must be reported to the Community Development Director or his/her designee. If such a discrepancy is not reported to the Community Development Director, or his/her designee, the Contractor shall be responsible for any error in the finished work.

(d) **Inspection.** The Community Development Director, or his/her designee, shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials used and employed in the work. Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Community Development Director, or his/her designee, so that proper inspection may be provided. Any work done in the absence of the Community Development Director, or his/her designee, will be subject to rejection. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected,

notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Community Development Director, or his/her designee, and accepted or estimated for payment. Projects financed in whole or in part with state or federal funds shall be subject to inspection at all times by the authorized representatives of the agencies involved.

(e) **Removal of Defective and Unauthorized Work**. All work which is defective in its construction or deficient in any of the requirements of these specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction. Any work done beyond the lines and grades shown on the plans or established by the Community Development Director, or his/her designee, or any extra work done without written authority, will be considered as unauthorized and will not be paid for. Upon failure on the part of the Contractor to comply forthwith any order of the Community Development Director, or his/her designee, made under the provisions of this article, the Community Development Director, or his/her designee, shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any moneys due or to become due the Contractor.

(f) **Final Inspection**. Whenever the work provided and contemplated by the Contract shall have been satisfactorily completed and the final cleaning up performed, the Building Official will make the final inspection.

E. CONTROL OF MATERIALS

(a) **Samples and Tests**. At the option of the Community Development Director, or his/her designee, the source of supply of each of the materials shall be approved by the Community Development Director, or his/her designee, before delivery is started and before such materials are used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination as desired by the Community Development Director, or his/her designee. All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods and tests as are prescribed in these specifications. The Contractor shall furnish such samples of materials as are requested by the Community Development Director, or his/her designee, without charge. No material shall be used until the Community Development Director, or his/her designee, has approved it. Samples will be secured and tested whenever necessary to determine the quality of material.

(b) **Defective Materials**. All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials, whether in place or not, shall be rejected. They shall be removed immediately from the site of the work unless otherwise permitted by the Community Development Director, or his/her designee. No rejected material, the defects of which have been subsequently corrected, shall be used until approved in writing by the Community Development Director, or his/her designee. Upon failure on the part of the Contractor to comply with any order of the Community Development Director, or his/her designee, made under the provisions of this article, the Community Development Director, or his/her designee, shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

F. LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

(a) **Laws to be Observed**. The Contractor shall keep himself fully informed of all existing and future State and National laws and all municipal ordinances and regulations of the City of Oroville which, in any manner, affect those engaged or employed in the work, or the materials used in the work, or which in any way, affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

(b) **Hours of Labor**. The Contractor shall forfeit, as penalty to the City of Oroville Twenty-five Dollars (\$25) for each laborer, workman or mechanic employed in the execution of the contract by him, or by any subcontractor under him, upon any of the work herein mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1816 thereof, inclusive.

(c) **Labor Discrimination**. No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of Chapter 1 of Part VII, in accordance with the provisions of Section 1735 of the Labor Code.

(d) **License of Bidders**. If the work specified herein requires licensing by the State of California, the low bidder will be required to submit substantiating evidence that he is in compliance with any State requirements relative to the performance of this work, prior to the award of bid by the City of Oroville.

(e) **Permits and Licenses**. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

(f) **Patents**. The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

(g) **Public Convenience and Safety**. The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic. Unless other existing streets are stipulated in the special provisions to be used as detours, all traffic shall be permitted to pass through the work. Residents along the road or street shall be provided passage as far as practicable. Convenient access to driveways, houses, and buildings along the road or street shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one cross or intersecting street or road shall be closed at any one time without the approval of the Community Development Director, or his/her designee. The Contractor shall furnish, erect, and maintain such fences, barriers, lights, and signs as are necessary to give adequate warning to the public at all times that the road or street is under construction and of any dangerous conditions to be encountered as a result thereof, and he shall also erect and maintain such warning and directional signs as may be furnished by the City.

(h) **Responsibility for Damage**. The City of Oroville, the City Council, or the Community Development Director, or his/her designee, shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either

workmen or the public; for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

(i) **Indemnification Clause**. The Contractor shall indemnify City, its officers, boards and commissions, and members thereof; its employees and agents from any and all liabilities which might arise out of or relating to this contract. Should City or any of its officers, boards and commissions, and members thereof, its employees or agents, be named in any suit, or should any claim be made against it or any of them by suit or otherwise, whether the same may be groundless or not, arising out of or relating to this contract, Contractor shall defend City and said officers, boards and commissions and members thereof, its employees and agents, and shall indemnify them for any judgment rendered against them or any sums paid out in settlement or otherwise.

(j) **Contractor's Responsibility for Work**. Except as provided above, until the formal acceptance of the work by the City of Oroville, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy.

(k) **No Personal Liability**. Neither the City of Oroville, the City Council, the Community Development Director, or his/her designee, nor any other officer or authorized assistant or agent, shall be personally responsible for any liability arising under the contract.

(l) **Responsibility of City**. The City of Oroville shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

(m) **Insurance**. Contractor shall at its expense, procure and maintain insurance of its operations under this contract consisting of the following coverages:

1. Worker's Compensation and Employer's Liability Insurance;
2. Commercial General Liability Insurance in an amount of at least \$2,000,000 per occurrence;
3. Automobile Liability Insurance, including coverage for Contractor's owned, hired and non-owned automobiles in an amount of at least \$1,000,000 per occurrence.

G. PROSECUTION

(a) **Subletting and Assignment**. The Contractor shall give his or her personal attention to the fulfillment of the contract and shall keep the work under his control. Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and specifications. Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Community Development Director, or his/her designee, the subcontractor shall be removed immediately on the requisition of the Community Development Director, or his/her designee, and shall not again be employed on the work. The contract may be assigned only upon written consent of the Community Development Director, or his/her designee.

(b) **Character of Workmen**. If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Community Development Director, or his/her designee, or shall appear to the Community Development Director, or his/her designee, to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the requisition of the Community Development Director, or his/her designee, and such person shall not again be employed on the work.

(c) **Temporary Suspension of Work**. The Community Development Director, or his/her designee, shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary, due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the work. The Contractor shall immediately obey such order of the Community Development Director, or his/her designee, and shall not resume the work until ordered in writing by the Community Development Director, or his/her designee.

(d) **Time of Completion and Liquidated Damages**. It is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the City of Oroville, and it is and will be impracticable to determine the actual damage which the City of Oroville will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Oroville the sum of Two Hundred and Fifty Dollars (\$250) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Oroville may deduct the amount thereof from any money due or that may become due the Contractor under the contract. It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City of Oroville shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate shall not be included in such charges. The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided, that the Contractor shall within ten (10) days from the beginning of any such delay notify the Community Development Director, or his/her designee, in writing of the causes of delay, who shall ascertain the facts and the extend of delay, and his findings of the facts thereon shall be final and conclusive.

(e) **Suspension of Contract**. If at any time in the opinion of the City of Oroville, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him, and should he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Community Development Director, or his/her designee, within the time specified in such notice, the City Council in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such

parts of it as the City of Oroville may designate. Upon such suspension, the Contractor's control shall terminate, and thereupon, the City of Oroville or its duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to carry the contract to completion, employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City of Oroville may deem proper; or the City of Oroville may annul and cancel the contract and relet the work or any part thereof. Any excess of cost arising there from over and above the contract price will be charged against the Contractor and his sureties, who will be liable there for. In the event of such suspension, all money due the Contractor or retained under the terms of this contract shall be forfeited to the City of Oroville, but such forfeiture will not release the Contractor or his sureties from liability or failure to fulfill the contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City of Oroville as provided above, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid. In the determination of the question whether there has been any such non-compliance with the contract as to warrant the suspension or annulment thereof, the decision of the City of Oroville shall be binding on all parties to the contract.

(f) **Right of Way**. The right of way for the work to be constructed will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of right of way, unless otherwise provided in the Special Provisions.

H. MEASUREMENT AND PAYMENT

(a) **Extra and Force Account Work**. Extra work as hereinbefore defined, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon by the Contractor and the Community Development Director, or his/her designee; or by force account. If the work is done on force account, the Contractor shall receive the actual cost of all materials furnished by him as shown by his paid vouchers, plus fifteen percent (15%), and for all labor, equipment and terms that are necessary, he shall receive the current prices in the locality, which shall have been previously determined and agreed to in writing by the Community Development Director, or his/her designee, and by the Contractor, plus fifteen percent (15%) provided, however, that the City of Oroville reserves the right to furnish such materials required as it seems expedient, and the Contractor shall have no claims for profit on the cost of such materials. The price paid for labor shall include any compensation insurance paid by the Contractor. All extra work and force account shall be adjusted daily upon report sheets, prepared by the Community Development Director, or his/her designee, furnished to the Contractor and signed by both parties, which daily reports shall thereafter be considered the true record of extra work or force account work done.

(b) **Progress Payment**. The City of Oroville shall, once in each month, cause an estimate in writing to be made by the Community Development Director, or his/her designee, of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, to the time of such estimate, and the value thereof. The City of Oroville shall retain ten percent (10%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall monthly pay to the Contractor, while carrying on the work, the balance not retained as aforesaid, after deducting

there from all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Community Development Director, or his/her designee, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than three hundred dollars (\$300). The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the City of Oroville, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on valuation of the securities shall be final.

(c) **Final Payment**. The Community Development Director, or his/her designee, shall, after the completion of the contract, make a final estimate of the amount of work done there under, and the value of such work and file a Notice of Completion in the County Recorder's Office; and the City of Oroville shall pay the entire sum as found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty five (35) days from the date of recording of the Notice of Completion in the County Recorder's Office. It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials. And the Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of Oroville, the City Council and the Community Development Director, or his/her designee, from any and all claims or liability on account of work performed under the contract or any alteration thereof.

(d) **Complete and Operable Facility**. Regardless of any and all specific details in the plans, specifications and contract documents, a complete and operable facility is contemplated and required. All questions, clarifications, comments, reservations and other indeterminate factors affecting his execution of the work will be raised by the Contractor prior to his submittal of his bid to do the work and submittal of such bid will be accepted as evidence that he has done so. All bid items include all labor, materials, tools, transportation, equipment, services and facilities required for the complete, proper and substantial installation of all work shown on the plans and outlined in these specifications. The work shall include all materials, appliances and apparatus not specifically mentioned herein or noted on the plans, but which are necessary to make a complete working installation of systems shown on the plans or described herein. Items of work shown on the Plans or required in order to complete the work shown on the Plans but for which no separate Bid Item is shown shall be included in the bid price for various items shown and no separate payment therefore shall be made.

I. GUARANTEE

The Contractor shall guarantee all of his work against defective material or faulty workmanship for a period of one year after the date of acceptance of the work by the Owner.

The Contractor shall repair or replace to the satisfaction of the Community Development Director, or his/her designee, any or all such work that may prove defective in workmanship or

materials within that period, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

In the event of failure to comply with the above mentioned conditions within a reasonable time after being notified in writing, the owner is authorized to have the defects repaired and made good at the expense of the Contractor who will pay the cost and charges therefore immediately upon demand.

The signing of the agreement by the Contractor shall constitute execution of the above guarantees. The Contract Performance Bond shall remain in full effect during the guarantee period and will not be released until the expiration of such period.

J. DISPUTE RESOLUTION PROCEDURES

The procedures referenced below shall apply to any claims by the Contractor against the City of \$375,000 or less which are for:

(a) a time extension;

(b) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to; or

(c) an amount the payment of which is disputed by City.

The procedures set forth below are a summary of those procedures, which are contained in full in the California Public Contract Code sections 20104 through 20104.6. In the event the Contractor desires to present a claim to the City, it should consult those sections of the Public Contract Code. In the event of any conflicts between the summary contained below and the statutory provisions, the statutory provisions shall prevail.

1. Original Presentation of Claim

All claims must be submitted by the Contractor to the City in writing and be accompanied by documentation necessary to substantiate the claim. Any such claims must be filed with the City on or before the date of final payment.

2. City's Response to Claim

a. Claims Less Than \$50,000

If a claim is less than \$50,000, the City will respond to the Contractor in writing within 45 days of receipt of the claim.

Provided, however, that within 30 days of receipt of the claim, the City may request in writing any additional documentation to support the claim. If it does so, the City's written response to the claim will be submitted to the Contractor within 15 days of receipt of the additional documentation, or within the same period of time taken by the Contractor in producing the additional information, whichever is greater.

b. Claims of \$50,000 - \$375,000

If a claim is \$50,000 or over, but less than or equal to \$375,000, the City will respond in writing to the Contractor's claim within 60 days of receipt of that claim.

Provided, however, that within 30 days of receipt of the claim, the City may make a written request for any additional documentation to support the claim. If it does so, the City will respond in writing to the claimant within 30 days of receipt of the additional documentation, or within the same period of time taken by the claimant in producing the additional information, whichever is greater.

3. Meet and Confer

In the event Contractor disputes the City's written response, the Contractor may demand an informal conference to meet and confer regarding the settlement of the issues in dispute. Upon such a demand, the City and Contractor will schedule a meet and confer conference within 30 days.

4. Presentation of Claim Pursuant to Government Code Provisions

If a dispute is not settled pursuant to the meet and confer process, the Contractor may file a claim as provided in Government Code sections 900 through 915.4.

5. Mediation and Arbitration Proceedings

In the event that a civil action is filed in a court, the following shall apply:

(a) Nonbinding Mediation

Within 60 days after City files an answer to Contractor's complaint, the matter will be submitted to nonbinding mediation, unless both Contractor and City agree to waive such mediation.

(b) Nonbinding Judicial Arbitration

If the matter is not resolved by mediation, or mediation is waived, the dispute will be submitted to nonbinding judicial arbitration. In the event that either party is not satisfied with the outcome of the arbitration, it may request a court trial. However, any party who receives an arbitration award and requests a court trial but does not obtain a more favorable judgment at the trial, shall pay the attorney's fees of the other party which arise from the trial.