



**CITY OF DIXON, CALIFORNIA
ENGINEERING DEPARTMENT**

CONTRACT DOCUMENTS

FOR

**DIXON FIRE STATION 82
PROJECT #410-106**

CITY COUNCIL

STEVE BIRD, MAYOR
JIM ERNEST, VICE-MAYOR
THOM BOGUE, COUNCILMEMBER
DON HENDERSHOT, COUNCILMEMBER
KEVIN JOHNSON, COUNCILMEMBER
SIMON A LE BLEU, TREASURER

PLANS AND SPECIFICATIONS
APPROVED FOR PUBLIC BID:

A handwritten signature in blue ink, appearing to read "Christopher Fong".

CHRISTOPHER FONG
CITY ENGINEER

RCE 72017

BID OPENING:

3:00 PM, PST, THURSDAY
August 06, 2026,

ON-LINE VIA DIXON PLAN ROOM

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NOTE: THE BIDDER IS REQUIRED TO USE THE CITY OF DIXON'S STANDARD FORMS (WHICH ARE INCLUDED IN THIS DOCUMENT), WITHOUT EXCEPTION, FOR THE BIDDER'S BOND, PERFORMANCE BOND, AND PAYMENT BOND

CITY OF DIXON

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN by the City of Dixon that sealed bids will be received from pre-qualified bidders, online via DIXON PLAN ROOM on **August 06, 2026**, until 3:00 p.m., at which time all bids will be publicly opened and read by the City Clerk. All bids will be considered for award by the City of Dixon City Council at their regular meeting on Tuesday, **September 15, 2026**, for the following project:

DIXON FIRE STATION 82 PROJECT #410-106

LOCATION OF WORK: 653 Pitt School Road, Dixon, CA 95620, Solano County.

DESCRIPTION OF WORK: The work includes:

1. Construction of 7,504 SF Fire Station,
2. Construction of 2 drive-through bays, staff dorm rooms, office, toilet facilities, fitness room, kitchen, day room, and utility spaces,
3. Construction is Slab on Grade with spread footings, wood framing, and prefabricated wood trusses,
4. Mechanical and plumbing systems,
5. Electrical system and low-voltage design for a fully functional fire station,
6. Site improvements including concrete paving, parking, trash enclosure, emergency generator, fuel tank, patio spaces and landscape.

The engineer's estimate for this project is \$9,100,000.

All bidders **must** be on the Final Qualified Bidders List in order for their bid to be considered responsive.

Submittals will be accepted by the City of Dixon up until 3:00pm (PST) on **August 06, 2026**. Submittals **will only** be accepted by the City via the City's on-line bid portal at <https://www.dixonplanroom.com>. Each Bidder shall submit an electronic version (PDF) of the submittal in accordance with submittal requirements. All work is to be done in accordance with said Plans and Specifications. To be considered responsive, the bidder must submit their submittal online through the bid portal. **No in-person submissions** will be accepted or considered responsive.

Paper Bid sets may be obtained from BPX Printing & Graphics, at www.dixonplanroom.com at the bidder's cost. Any additional questions they can be contacted at (916) 760-7281.

All bidders must submit their bids online through the Dixon Plan Room bid portal to be considered responsive.

SELF GUIDED SITE WALK THROUGH AND QUESTIONS:

A self-guided site walk-through shall be conducted by each bidder. Pictures and measurements may be taken for use in preparing the bid. Confirmation will be required as part of the bid proposal.

Questions must be submitted in writing via e-mail to Andrew MacDonald, P.E., Consultant Engineer, at amacdonald@cityofdixonca.gov. Responses to questions will be shared with all bidders via addenda.

All questions must be received no later than 4:00 P.M. on Thursday, July 16, 2026.

All Work shall be completed no later than **three hundred and ninety working days (390)** (approximately 1 and a half calendar year) after the date set in the Notice to Proceed. The City shall assess liquidated damages as provided for in the Contract Documents for delays in the completion of the Project.

BIDS DUE:

Bids are due no later than **Thursday, August 06, 2026, 3:00 p.m.** via the Dixon Plan Room bid portal. At said time and place, the bids shall be publicly opened, examined, and declared by the City Clerk or their designee. Bidders are invited to attend the bid opening online via a ZOOM meeting hosted by the City of Dixon at the following address:

Zoom Meeting

<https://us02web.zoom.us/j/84490161217?pwd=8CnW3Jdah3UTRqyYwfUBdQSNXGDz5F.1>

Meeting ID: 844 9016 1217

Passcode: 143707

The City reserves the right to reject any and all bids, waive any irregularity or informality in the bids, to make any award in what, alone, deems to be in the best interest of the City, and to reject the bid of any bidder who has been delinquent or unfaithful in any former contract with the City of Dixon. All bidders must be on the Final Qualified Bidders List in order for their bid to be considered responsive.

Each bid must be submitted using the City of Dixon forms provided in the Bid materials.

Bids may be withdrawn at any time prior to bid opening.

A City of Dixon business license is required prior to awarding the project.

CONTRACTOR'S LICENSE AND CERTIFICATION OF WORKERS:

All bidders shall be licensed under the provisions of the Business and Professions Code to do the type of work contemplated in the Project. In accordance with Public Contract Code section 3300, the City has determined that a Class A or B State contractor's license is required for this project. ***Failure of the bidder to obtain proper and adequate licensing for an award of the contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.***

In addition, the Contractor shall ensure that all workers, including workers employed by subcontractors, are properly trained and certified for the type of work they are performing throughout the term of the project.

LABOR CODE REQUIREMENTS:

Pursuant to Section 1770 et seq. of the California Labor Code, the successful bidder and all subcontractors shall pay not less than the rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The prevailing rate and scale of wages of this contract is the determination made by the Director of Industrial Relations as applicable to Solano County. A copy of the Determination is on file at the office of the City Clerk.

The Contractor shall, in the performance of the work and improvements, conform to the Labor Code of the State of California and other laws of the State of California applicable hereto.

Pursuant to Section 1770 et seq. of the California Labor Code, the daily penalty for failure to comply with prevailing wage should be an amount not to exceed two hundred dollars (\$200). Additionally, the minimum penalty on each calendar day, for each worker paid less than the prevailing wage rate, may not be less than forty dollars (\$40), and eighty dollars (\$80) if the contractor or subcontractor has been assessed a penalty within the previous three years for failing to meet its prevailing wage obligations on a separate contract. A willful prevailing wage violation shall be assessed a penalty of between thirty dollars (\$30) and one hundred twenty dollars (\$120).

The work covered by this agreement is a "public work" as that term is defined in California Labor Code, Division 2, Part 7, and Chapter 1. Bidders are advised that if they intend to use a craft or classification not shown on the general wage determination, they shall be required to pay the wage rate of that craft or classification most clearly related to it as shown in the determinations.

EQUAL OPPORTUNITY EMPLOYMENT:

The City of Dixon is committed to the principle of equal employment opportunity and values diversity among all our team members. The City does not discriminate in employment decisions on the basis of race, color, religion, sex, sexual orientation, national origin, veteran status, disability, age, marital status, medical condition, or any other legally protected status. We welcome and encourage you to assign your qualified minority, female, veteran, and disabled clients to meet our staffing needs.

BIDDER'S DEPOSIT/BOND:

All proposals shall be accompanied by a cashier's or certified check payable to the order of the City of Dixon amounting to ten percent (10%) of the bid ***and the additive or deductive items listed in this notice***, or by a bond in said amount and payable to said City, signed by the bidder and a corporate surety authorized to transact surety business in the State of California. A bond given as security for a bid shall be on the form enclosed with the bid documents. Said check shall be forfeited or said bond shall become payable to said City in case the bidder depositing the same does not, within 10 days after written notice that the contract has been awarded to said bidder, enter into a contract with the City on the form enclosed with the Contract Documents, and provide the required bonds and evidence of insurance. **Each bid must also be accompanied by a non-collusion affidavit executed by the bidder that is in the form required by Public Contract Code Section 7106.**

GENERAL LEGAL REQUIREMENTS:

The successful bidder shall be required to furnish the City with a certificate of insurance, a performance bond, and a payment bond in an amount of one hundred percent (100%) of the Contract Sum and insurance certificates as required by the Specifications. The Payment and performance bonds shall be on forms included with the Contract Documents.

The Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention from any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Public Contract Code section 22300. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on the valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Public Contract Code section 22300 and Section 16430 of the California Government Code.

Pursuant to Section 23300 of the California Public Contract Code, the Contractor may substitute securities for any money held by the City to ensure performance of the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as an escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement in accordance with the provisions of Section 22300. The City shall

not certify that the contract has been completed until at least 35 days after the recordation of a Notice of Completion with the County Recorder. Securities eligible for investment under this section shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the public agency.

Failure of a successful bidder to execute a contract and submit all the required documents shall result in forfeiture of the bidder's bond in accordance with California Public Contract Code (CPCC) 20172. Such required documents include, but are not limited to, a payment or labor and materials bond in an amount of at least 100 percent of the amount payable by the terms of the project contract and that satisfies the requirements of California Civil Code Section 3248, and a performance bond in an amount of at least 100 percent of the amount payable by the terms of the contract. All project bonds must be executed by an admitted surety insurer in accordance with applicable law and acceptable to the City.

PROOF OF ADMITTED SURETY:

The payment and performance bonds, and the bidder's bond if submitted, must be accompanied by a certificate of authority from the County Clerk of the County of Solano, State of California, as an admitted surety by the Insurance Commissioner, authorizing the insurer to transact surety insurance in the State of California, and that the authority has not been surrendered, revoked, canceled, annulled, or suspended. **In lieu of the certificate of authority from the County Clerk, a printout from the State Department of Insurance, website (www.insurance.ca.gov), indicating that the company is an admitted insured, will be acceptable.**

Projects with an Engineer's estimate equal to or exceeding \$250,000 require that the contractor provide a certified statement of hiring from the State of California Division of Apprenticeship Standards Approved Joint Apprenticeship Programs that have graduated at least five (5) apprentices each consecutive year for the five (5) years immediately preceding submission of the bid proposal.

By submitting a bid in response to this notice inviting bids, the bidder shall be conclusively deemed to have read, understood and agreed with all of the information and materials contained in the bid documents, including but not limited to the contract, the General Provisions, the Special Provisions, the required indemnification obligation, the required nature and amount of insurance and the endorsements and certificates evidencing said insurance. If a bidder has any problems in understanding or accepting any of the terms and/or conditions specified in the bid documents, said bidder must contact the City Clerk within five (5) calendar days of the bidder's receipt of the bid documents. Otherwise, it will be presumed that the bidder agrees with, understands, and has read all the bid documents specified above.

CITY OF DIXON

BID PROPOSAL

TO THE HONORABLE CITY COUNCIL
DIXON, CALIFORNIA:

Name of Bidder: _____

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, tool, supervision, transportation, equipment, services, taxes and incidentals required for:

**DIXON FIRE STATION 82
PROJECT #410-106**

In the City of Dixon and County of Solano, California.

The work is to be done in strict conformity with the Contract Documents for the following sum:

Lump Sum Bid \$ _____
(Total Price in Numbers)

LUMP SUM BID IN WORDS _____ **DOLLARS**
AND _____ **CENTS**

If awarded the Contract, the undersigned agrees to sign the standard City of Dixon Public Works Construction Agreement (of which a sample is attached), as completed by the City using the corrected prices from this Bid Proposal, and to furnish the performance bond, payment bond, and insurance certificates required by said agreement and the General Provisions of the Standard Specifications within fifteen (15) calendar days after receipt of the notice of award of Agreement, and to begin work within fifteen (15) calendar days after receipt of the Notice to Proceed by the City.

It is understood that this Bid Proposal is based upon completion of the Work within a period of **three hundred and ninety working days (390)** (approximately one and a half calendar year) commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. It is also understood that the Public Works Construction Agreement requires the Contractor to pay the City liquidated damages of **two thousand five hundred dollars (\$2,500)** for each calendar day if the work is not completed by the Completion Date in said Agreement.

The undersigned has visited the site, examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.

The undersigned has checked carefully all foregoing figures and understands that the City of Dixon will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

Enclosed is a Bid Proposal Guarantee, as required, consisting of cash, a bidder's bond, or other acceptable security for not less than ten percent (10%) of the amount of the Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Add. #	_____	DATE	_____
Add. #	_____	DATE	_____
Add. #	_____	DATE	_____

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name:

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the general partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership. If the Bidder is a limited liability company, the Bid Proposal must be executed in the name of the limited liability company, and the manager of the limited liability company must subscribe his or her signature thereto as the authorized representative of the limited liability company.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

(\$_____) not less than ten percent (10%) of the amount of the Bid Proposal.

_____	Certified check
_____	Cashier's check
_____	Bid Bond
_____	Money Order
_____	Other Security

Contractor:

By: _____
Signature

Print or Type Name

Title: _____

Address : _____

Telephone: _____

Email: _____

Date: _____

Contractor's License No. _____ Type: _____

(Class A or B Contractor's License Required for this project)

Expiration Date: _____

Tax I.D. Nos. – Federal _____ State _____

City of Dixon Business License Tax Certificate No. _____

(Business License is required prior to award of contract)

CITY OF DIXON

LIST OF SUBCONTRACTORS AND SUPPLIERS INSTRUCTIONS

In accordance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code § 4100 *et seq.*), each bidder shall set forth the following in submitting his or her bid for the work or improvement:

1. The name and business address of each subcontractor who will perform work or labor, render service, or specially fabricate and install material or equipment for the bidding contractor in an amount in excess of one half of one percent (0.5%) of the bidding contractor's bid (for example: one half of one percent (0.5%) of a \$1,500,000 bid is equal to \$7,500).^a
2. The specific work and dollar amount of work that will be done by each listed subcontractor.
3. The contractor's license type and number of each listed subcontractor.

Listing Requirements:

1. Only one subcontractor may be listed for each portion of the work as defined in the bidding contractor's bid. Where the bidding contractor fails to specify a subcontractor for a portion of the work or lists more than one subcontractor for the same portion of the work, the bidding contractor is deemed to be fully qualified to perform that portion of the work himself or herself and is responsible for completing that portion of the work himself or herself.
2. Attach additional sheets as necessary to list all subcontractors that meet the above requirements that will be involved in the project.

^a For bids for the construction of streets or highways, including bridges, the names and business addresses of subcontractors must be included if one-half of one percent (0.5%) of the total bid exceeds \$10,000

LIST OF SUBCONTRACTORS

Subcontractor's name and business address	California contractor's license number and type	Type of work and portion of the project to be performed	Value of work in dollars (\$)
Name:			
Address:			
City: State:			
Zip:			
Name:			
Address:			
City: State:			
Zip:			
Name:			
Address:			
City: State:			
Zip:			
Name:			
Address:			
City: State:			
Zip:			

In accordance with the Subletting and Subcontracting Fair Practice Act (Public Contract Code sec. 4100 et seq.) the following subcontractors will provide in excess of 0.5% of the total amount of work bid, or in the event this bid is for either streets and highways work, will provide in excess of 0.5% of the amount of the bid or \$10,000, whichever is greater.

NOTICE: No substitutions of listed subcontractors will be permitted except in accordance with the Subletting and Subcontracting Fair Practice Act.

CITY OF DIXON

BIDDER'S BOND

KNOW THIS BY ALL THESE PRESENTS,

THAT WE, _____ as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the City of Dixon in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BASE AND ADDITIVE ALTERNATIVE BIDS of the Principal above named, submitted by said Principal to the City of Dixon for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Dixon, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$_____.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the City of Dixon, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Dixon, California for _____.

If said Principal, his/her/its heirs, executors, administrators, successors or assigns, shall fail to enter into said Contract, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

AS FURTHER TERMS OF THIS BOND, IT IS UNDERSTOOD AS FOLLOWS:

- (a) If said Proposal shall be rejected, or in the alternative.***
- (b) If said Proposal shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish a bond for his/her/its faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated."***

- (c) ***The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Proposal; and said Surety does hereby waive notice of any such extension."***

IN WITNESS WHEREOF, we have hereunto set out hands and seals on this ____ day of

_____.

_____ (Seal)

_____ (Seal)

_____ (Seal)

Principal

_____ (Seal)

_____ (Seal)

_____ (Seal)

Surety

Address: _____

NOTE: Signatures of those executing for the surety must be properly acknowledged. The bid bond must be accompanied by either a certificate of authority from the County Clerk of the County of Solano, State of California, as an admitted surety by the Insurance Commissioner, authorizing the insurer to transact surety insurance in the State of California, and that the authority has not been surrendered, revoked, canceled, annulled, or suspended or by a printout from the State Department of Insurance website (www.insurance.ca.gov) indicating that the company is an admitted insured.

CITY OF DIXON

NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)

State of California)
) ss.

County of _____)

I, _____, the undersigned, being first duly sworn, deposes and says:

That he or she is _____ of _____ the party making the foregoing bid; that is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company and association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Dated: _____

(Signature of Party)

CITY OF DIXON

WORKERS COMPENSATION CERTIFICATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Labor Code Section 1861)

State of California)
) ss.
County of _____)

I, _____, the undersigned, being first duly sworn, deposes and says:

That he or she is _____ of _____ the party making the foregoing bid, that:

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 undertake 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.

Dated: _____.

(Signature of Party)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

WITNESS MY HAND AND OFFICIAL SEAL the day and year first above written.

NOTARY PUBLIC

CITY OF DIXON

SAMPLE CONSTRUCTION AGREEMENT

DIXON FIRE STATION 82 PROJECT #410-106

THIS PUBLIC WORKS CONSTRUCTION AGREEMENT, dated for identification as of _____, between the City of Dixon, a municipal corporation, (hereinafter called "City"), and _____, (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and conditions set forth herein.

1. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material, and transportation necessary to perform and complete the public works project entitled **Dixon Fire Station 82 (Project #410-106)** ("the Work") in accordance and strict conformity with the Contract Documents for the Work adopted by the City in a good and workmanlike manner, to the satisfaction of the City.

2. CONTRACT DOCUMENTS

The Contract Documents, each of which is incorporated into this Agreement by this reference, are all those documents and specifications enumerated in Section 1-9 of the General Provisions of the City. The Contract Documents are essential parts of the overall Contract and are intended to be integrated and provide for a complete Work.

Work called for in any one Contract Document, and not mentioned in other Contract Documents, shall be deemed to be as binding as though appearing in all Contract Documents.

In the event of any discrepancy or inconsistency between the Contract Documents, the order of precedence of Contract Documents, from the highest to lowest, shall be:

1. Construction Agreement
2. All approved Change Orders to the Agreement
3. Notice to Bidders
4. Bid or Proposal accepted by the City
5. Special Provisions (Section A)
6. Plans and Specifications (Section C) prepared for this Project
7. Standards Details of the City of Dixon
8. Design Standards and Construction Specifications of the City of Dixon

9. General Provisions (Section B)
10. All bonds and insurance required by the Contract

The Contract Documents shall be interpreted as provided in Section 4-1.01 of the General Provisions.

3. DEFINITIONS

Unless otherwise specifically provided in this agreement, all words and phrases used in this Agreement shall have the meaning ascribed to them in Section 1 of the General Provisions.

4. CONTRACT AMOUNT AND PAYMENTS

Lump Sum Amount \$ _____

City agrees to pay and Contractor agrees to accept, in full payment for the above work, the agreed lump sum amount.

5. PROGRESS AND FINAL PAYMENTS

Subject to the terms and conditions of the Contract, City shall cause payments to be made upon demand of Contractor as follows:

- (a) On or not later than the fifth day of the month, the Contractor shall present to the City a detailed certificate prepared showing the amount of labor and materials incorporated in the work through and including the last day of the preceding month. The certificate, which must be signed by the Contractor, shall show the value of the work completed in said month computed in accordance with the schedule of prices for such work together with such other supporting documentation as may be required by the City to determine the value of said work. Should the fifth day of the month fall on other than a Working Day, the Certificate shall be provided to the City on the next succeeding working day following the fifth day of the month.
- (b) The City shall forthwith inspect the certificate to determine if it is a proper payment request under the Contract. If the City determines that the certificate is a proper payment request, it shall be paid by the City not later than thirty (30) days after the date when it was received by the City. If such payment is not made by the City to the Contractor not later than thirty (30) days after it was received by the City, the City shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure of the State of California. A payment request shall be considered to be properly executed if funds are available to the City for the payment requested in the certificate and the payment is not delayed due to an audit inquiry by the Finance Director.

- (c) If the City determines that the certificate is not a proper payment request suitable for payment, the certificate shall be returned by the City to the Contractor as soon as practicable, but not later than seven calendar days after the date that the City has received said certificate from the Contractor. The certificate shall be accompanied by documents from the City setting forth in writing the reason by the certificate is not a proper payment request.
- (d) Any certificate returned to the Contractor under (c) above shall be revised by the Contractor to conform to the requirements of these Specifications and shall be resubmitted by the Contractor to the City for inspection and approval or disapproval as provided in subsections (a), (b) and (c) of this Paragraph.
- (e) The payment to be made by the City to the Contractor shall be for ninety-five percent (**95%**) of the amount it shall find to be due, with the remaining five percent (**5%**) being held by the City as retention earnings of the Contractor.
- (f) No inaccuracy or error in said monthly estimates shall operate to release Contractor or Surety from damages arising from such work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.
- (g) Contractor shall not be paid for any defective or improper work.
- (h) City shall pay the remaining five percent (**5%**) of the value of the work done under this contract, if unencumbered by retentions for claims, not sooner than the expiration of thirty-five (35) calendar days from the date of acceptance of the work by the City Council and not later than sixty (60) days from the "completion" of the work as said term is defined in Public Contract Code Section 7107. Final payment to the Contractor shall be determined and paid as provided in the Standard Specifications.
- (i) The Contractor may avail itself of its rights under Public Contract Code Section 22300 to substitute securities for any moneys held by the City or to request the City to make payment of retention amounts directly to an escrow agent as provided in said code section. The City shall retain the right to draw upon any such securities in the event of a default by the Contractor under this Agreement.

6. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from

the amount of the next succeeding progress estimate, or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

7. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the work on or before fifteen (15) working days from and after the date of written Notice to Proceed from City to Contractor and will diligently prosecute the work to final completion. The phrase "commence the work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrication, erection, or installation of the work. Said Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance. The continuous prosecution of work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

8. TIME OF COMPLETION

The entire Work shall be brought to completion in the time specified in the Special Provisions on or before **three hundred and ninety working days (390)** (approximately 1 and a half calendar year) (hereinafter called the "Completion Date") from the date of the Notice to Proceed unless extensions of time are granted in accordance with the Contract Documents. Failure to complete the Work by the Completion Date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is and shall be of the essence in these Contract Documents

9. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made.

10. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work which may be discovered before final acceptance of the entire work. Any unsatisfactory materials shall be rejected, notwithstanding that they may have been overlooked by the Inspector. The inspection of the work, or any part thereof, shall not relieve the Contractor of any of his obligations to perform satisfactory work as herein prescribed.

Failure or neglect on the part of City or any of its authorized agents to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials if such becomes evident at any time prior to final acceptance of the entire work or all materials, nor shall such failure be construed as barring City at any subsequent time from recovering damages or of such a sum of money as may be required to build anew all portions of the work in which fraud was practiced or improper materials used whenever City may discover the same.

11. RELEASE

If requested to do so by City, at the time of final payment, as a condition precedent to final payment, Contractor and each assignee under any assignment in effect at the time of final payment shall execute and deliver a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by City which shall discharge City, its officers, agents and employees of and from all liability, obligations and claims arising under this Contract.

12. CITY'S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART

The City of Dixon shall have the right at any time to enter upon the work and perform work not covered by this contract, or to occupy and use a portion of the work, prior to the date of the final acceptance of the work as a whole, without in any way relieving Contractor of any obligations under this Contract.

Such use or occupation of the work shall not be construed as an acceptance of any portion of the work under this Contract.

13. NO WAIVER OF REMEDIES

Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Contract or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach Contract be held to be a waiver of any other or subsequent breach. All remedies provided in Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

14. GUARANTEE

Except as otherwise expressly provided in the Special Provisions, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, Contractor guarantees all work executed by him and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to City as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire work by the City of Dixon. Contractor shall repair or replace any or all such work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one year guarantee period without expense or charge of any nature whatsoever to City. Contractor shall provide City with a Maintenance Bond or Letter of Credit in the amount of five percent (5%) of the Contract covering the warranty period. Said security shall be filed with the City prior to Contract acceptance by the City Council.

In the event that Contractor shall fail to comply with the conditions of the foregoing guarantee within ten (10) days, after being notified of the defect in writing, City shall have the right, but shall not be obligated to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgement of City.

15. DETERMINATION OF DAMAGES

The actual fact of the occurrence of damages and the actual amount of the damages which City would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which City would suffer in the event of delay include loss of the use of the project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Dixon by reasons of the delay in the completion of the project to serve the public at the earliest possible time. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that he understands, has ascertained and agrees, that the amounts set forth herein as

liquidated damages shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

16. LIQUIDATED DAMAGES

The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work by the Completion Date (as extended, if applicable) will be **two thousand five hundred dollars (\$2,500)** for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's default.

17. PAYMENT OF DAMAGES

In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments which would otherwise be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor and his sureties shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as hereinbefore specified shall in any manner be construed to constitute a waiver of any right to liquidated damages or any right to any such sum.

18. INDEMNITY AND HOLD HARMLESS

Contractor shall defend, indemnify and hold harmless City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City. The parties shall agree that this provision shall be broadly construed in favor of City.

19. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all work under this contract, the work shall be under Contractor's responsible care and charge. Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the work, except as otherwise stipulated; provided, however, Contractor shall not be responsible for injuries, damages, re-erections and repairs

caused by any "Acts of God" as defined in subsection (b) or Section 7105 of the Public Contract Code of the State of California.

20. GENERAL LIABILITY OF CONTRACTOR

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

21. INSURANCE

During the term of this Agreement, and until final completion and acceptance of the Work as required by the Contract Documents, Contractor at its own cost shall maintain in full force and effect all insurance required by Section 7-1.12 of the General Provisions. Failure to maintain any part of the required insurance shall constitute good cause for termination of the Contract by City in its sole discretion.

If at any time during the performance of the Contract Contractor fails to maintain all or any part of the required insurance in full force and effect, Contractor shall discontinue all work and City shall withhold all payments due or that become due until such time as the insurance is restored to full force and effect.

22. EXTENSIONS OF TIME

In the event City deems it necessary, in its sole discretion, to extend the time of completion of the work to be done under this contract beyond the Completion Date, such extensions shall in no way release any guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties on the Bonds executed pursuant to said provisions. By executing such Bonds, the sureties shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any extension of time shall be limited to the period of Excusable Delay as defined herein.

23. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delays" shall mean, and is limited to, delays caused directly by acts of God; acts of the public enemy; fires; inclement weather as determined by the City; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; acts of a governmental agency; priorities or privileges established for the manufacture, assembly, or allotment of materials necessary in the work by order, decree or

otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the work ordered by City insofar as they necessarily require additional time in which to complete the work; the prevention by City of Contractor from commencing or prosecuting the work because of the acts of others, excepting Contractor's subcontractors; or the prevention of Contractor from commencing or prosecuting the work because of a City-wide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (i) any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other parts of the work, nor the completion of the whole work within the time specified; (iii) any reasonable delay resulting from time required by City for review of Plans and submittals required of Contractor and for the making of surveys, measurements and inspections; (iv) any delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other Contractors employed by City, which does not necessarily prevent the completion of the work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) but shall not under any circumstances increase the sum City is to pay Contractor as provided in these Contract Documents.

24. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the work, and in any event upon the occurrence of any delay which Contractor regards as an Excusable Delay, he shall notify the City in writing immediately within 10 calendar days of the probability of such delay and its cause, in order that the City may take immediate steps to prevent if possible the occurrence or continuance of the delay, or if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the work are delayed thereby. Said notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the work, the City, in estimating the amount due Contractor, will assume that any and all delays which may have occurred in its prosecution and completion have been avoidable delays, except such delays as shall have been called to the attention of the City at the time of their occurrence and found by him to have been excusable. Contractor shall make no claim that any delay not called to the attention of the City at the time of its occurrence has been an Excusable Delay.

25. EXTENSION OF TIME

Should any delays occur which the City may consider excusable, as herein defined, Contractor shall, pursuant to his application, be allowed an extension of time beyond the time herein set forth proportional to said delay or delays in which to complete this contract; and, during an extension which may have been granted because of an excusable delay or delays, City shall not charge liquidated damages against Contractor for such delay. Only the City may grant an extension of time on the Contract.

26. EXTENSION OF TIME DOES NOT WAIVE CITY'S RIGHTS

The granting of any extension of time on account of delays which in the judgment of the City are excusable delays shall in no way operate as a waiver on the part of City of its rights under the Contract excepting only the extension of the Completion Date.

27. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the work whether such delays qualify for extension of time under this Agreement or not, providing the elements precluding recovery of damages by Contractor in Section 7102 of the Public Contracts Code are met.

28. CHANGES IN THE WORK

Changes in the work made pursuant to changes issued in accordance with the General Provisions and extensions of time of completion made necessary by reason thereof (beyond the Completion Date) shall not in any way release any guarantee given by Contractor pursuant to the provisions of the Contract Documents, or the Contract let hereunder, nor shall such changes in the work relieve or release the sureties on Bonds executed pursuant to the said provisions. By executing such Bonds, the sureties shall be deemed to have expressly agreed to any such change in the work and to any extension of time made by reason thereof.

29. TERMINATION AFTER COMPLETION DATE

In addition to any other rights it may have, City may terminate the Contract at any time after the Completion Date, as adjusted by any extensions of time for Excusable Delays that may have been granted. Upon such termination, Contractor shall not be entitled to receive any compensation for services rendered by him after such termination, and Contractor shall be liable to City for liquidated damages for all periods of time beyond such termination date until the work is completed.

30. CONTRACTOR BANKRUPT

If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contractor's control of the Work and complete the Work by giving notice to Contractor and his Surety according to the provisions of Section 31.

31. TERMINATION FOR BREACH OF CONTRACT

In accordance with California Public Contract Code Section 7150, in addition to all other available remedies that the City may have under the Agreement, and at law or equity, the City may terminate the Contractor's control of the Work for breach of contract or abandonment of the work in accordance with section 8-1.08 of the General Provisions.

32. NOTIFICATION TO THE CONTRACTOR BY THE CITY

Pursuant to Public Contracts Code Section 9201, the City shall notify the Contractor of all claims made by third-persons against the City, for bodily injury (including death), personal injury, or property damage arising out of or alleged to be in connection with the work performed by or on behalf of the Contractor pursuant to this Contract. The notice shall be made in writing within ten (10) calendar days after the City receives notice of the claim from the third-person.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set forth opposite their names.

CONTRACTOR: _____

Name, Form of Entity, and Address

DATE: _____

By: _____
Signature

Print Name

Title

CITY: CITY OF DIXON,
a municipal corporation

DATE: _____

By: _____
City Manager

ATTEST:

City Clerk

ORIGINAL APPROVED
AS TO FORM

FUNDING AVAILABLE:

City Attorney

By: _____
Director of Finance

CITY OF DIXON

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That
WHEREAS, the City of Dixon, State of California, has awarded to

hereinafter designated as the "Principal," a contract for;

AND WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract. In case suit is brought upon this bond, said Surety shall, in addition to the penal sum, pay a reasonable attorney's fee fixed by the Court.

NOW, THEREFORE, we the Principal, and

as Surety, are held and firmly bound unto the City of Dixon in the penal sum of one hundred percent (100%) of bid amount,

DOLLARS

(\$_____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, his 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 agreements in the said contract and any alteration thereof made as therein provided, on his or their 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 of Dixon, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the Surety, for value received hereby stipulates and agrees that, in accordance with the Standard Specifications or Special Provisions, no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By _____

Title _____

Surety _____

Address

City State Zip

By _____

Address

City State Zip

APPROVED AS TO FORM:

City Attorney

CITY OF DIXON

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Dixon, a municipal corporation, has awarded to

hereinafter designated as the "Principal," a contract for;

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law;

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Dixon in the sum of one hundred percent (100%) of bid amount,

_____DOLLARS

(\$_____), said sum being equal to the estimated amount payable by the said City of Dixon under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, his or its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay for any material, provisions, provender or other supplies or teams, implements or machinery 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, as required by the provisions of Chapter 7, Title XV, Part 4, Division 3, of provisions of the Civil Code and provided that the claimant shall have complied with the provisions of said Code; or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same and in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will, in addition to the penal sum, pay a reasonable attorney's fee to be fixed by the Court.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code of the State of

California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Standard Specifications or Special Provisions, no change, extension of time, alteration or

addition to the terms of the contract, or to the work to be performed hereunder, or to the specifications accompanying the same, shall in any wise affect its obligations on 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.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, the name and corporate seal of each corporate party being affixed thereto, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By_____

Title _____

Surety_____

Address

City State Zip

By_____

Address

City State Zip

APPROVED AS TO FORM:

City Attorney

SECTION A

SPECIAL PROVISIONS

1. **PROJECT DESCRIPTION:** Dixon Fire Station 82.
2. **CONTRACTOR NOTICE:** The Contractor shall coordinate work with City holidays, annual celebrations throughout the year, and with various contracts under way, if any. Holidays are listed in Paragraph 6.
3. **PUBLIC NOTICE:** Contractor shall notify the residents in the immediate construction area of the proposed construction schedule, any potential impacts on their daily activities and any adjustments thereto. One notice with contractor contact information shall be delivered prior to the start of the project.
4. **PRE-CONSTRUCTION MEETING CONFERENCE:** Upon award of the project, a pre-construction meeting shall be scheduled at the Project Site and/or other location provided by the City. Topics of discussion will be the scope of work, Contractor's work schedule, contract drawings, specifications, existing conditions, materials, equipment to be used, traffic control, shared building use during construction, contact information for key employees and staff, public notification and all essential matters pertaining to the prosecution and satisfactory completion of the project as required by the contract plans and specifications. The Contractor's representative(s) at this meeting must include all major superintendents for the work and may include subcontractor representatives.

Prior to or no later than the pre-construction meeting, the Contractor shall provide to the City the following documents for City review and approval. If all below documents have "not" been submitted and approved by the City by the time of the pre-construction meeting, the City **will not** grant additional contract working days for incurred submittal delays:

1. Construction schedule identifying anticipated dates of key activities
2. Temporary Fencing, Storage and Staging, including a construction trailer
3. Temporary Facilities for workers, including a bathroom
3. Copy of current City of Dixon business license
4. Contractor's off-hours emergency phone number
5. Complete Project Schedule / Work Plan

In accordance with the General Provision, the City shall issue to the Contractor a "Notice To Proceed" and work shall commence within fifteen (15) calendar days after receipt of said "Notice to Proceed" and Contractor shall prosecute the Work to completion within the specified Working Days.

5. **WORKING HOURS:** Working hours for work shall be during normal City working days between 7:30 AM and 5:00 PM Monday through Friday.

The Contractor shall be responsible to schedule materials and work such that all activities will be conducted within the approved hours. Any violation of this requirement may result in an immediate stop notice. If the Contractor receives a stop notice, they must remove all time constraint materials from Dixon City limits and restore all work locations to a safe condition.

6. **HOLIDAYS:** The Following are the holidays observed by the City of Dixon and are considered non-working days:

<u>Holiday</u>	<u>Day of Observance</u>
New Years Day	January 1st
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th

When specified dates fall between Friday and Monday, Contractor shall secure the specific adjustments to the above listing from City Staff.

7. **UNDERGROUND SERVICE ALERT (USA) MARKING REMOVAL:** Following completion of the project, the Contractor shall be responsible for removing all USA markings at all locations where work was completed to the satisfaction of the City Engineer. This may be accomplished by water blasting. Markings to be removed include all Contractor as well as utility paint marks placed solely for the completion of this project.

8. **WORK PLAN SCHEDULING REQUIREMENTS AND CONDITIONS:** The Complete Project Schedule / Work Plan shall be approved by the City prior to beginning work. Integral aspects of the Contractor's approved work plan shall include: Notices, Sequence of Work, Anticipated Submittal list, and anticipated "long lead time" submittal list with approximate lead times.

Additionally, a 3-week look-ahead schedule and detailed 1-week schedule shall be maintained and provided to the City every Friday.

9. **CONSTRUCTION STAKING:** The Contractor shall be responsible for providing adequate construction staking and surveying for control of the work. The Contractor shall preserve construction survey stakes and marks for the duration of the usefulness. If any construction stakes are lost or disturbed for any reason and need to be replaced, such

replacement shall be at the sole expense of the Contractor. Surveyor shall furnish copies of all cut sheets used on the project.

10. BUILDING PERMIT AND INSPECTION: Prior to start of construction the contractor shall provide business and contractor license information, insurance information and contact information to complete the building permit process. The application will need to be signed and submitted at the public counter in City Hall. The contractor will also be responsible for filling out and submitting the Air District Questionnaire and the Construction and Demolition Debris form. These are to be submitted at the public counter in City Hall. All other permit requirements have been met and there will be no fee to pull the permit.

Inspection will be provided by City during construction. Regular 3-week and 1-week look-ahead schedules should be enough to coordinate inspections; however, it's the contractor's responsibility to ensure required inspections are understood and coordinated prior to covering up any work requiring inspection.

11. PG&E and CABLE: Attached for reference, see section D, are the preliminary PG&E Plans for Gas and Electrical Service. Plans for Cable service are not available at this time. Bidder to include items identified in PG&E's plans in bid. Bidder to include one conduit for Cable service in the same alignment at PG&E's service conduit. Conduit under Lavender already exists for PG&E and Cable.

12. ENCROACHMENT PERMIT AND TRAFFIC CONTROL: An encroachment permit for work within the ROW shall be submitted and obtained by the Contractor from the Engineering department. This will be a no fee permit. Traffic control Plans shall be prepared by a registered engineer in the state of California and submitted with the encroachment permit for review and approval.

13. PAYMENT: Within ten (10) Days of Notice of Award contractor shall furnish a detailed estimate giving a complete breakdown of the contract Lump Sum Price. The City shall review the detailed estimate and provide comments or questions until the detailed breakdown is agreed. The agreed breakdown shall be used with all itemized Applications for Payment.

Full compensation for conforming to all requirements specified in these Construction Documents including attending the Pre-Construction Meeting Conference, preparing and providing to the City: copies or evidence of the City business license; Work Plans Schedule, Temporary Facilities and Fencing, Traffic Control plans, and Construction Staking shall be considered included in the total bid no additional compensation will be allowed therefore.

SECTION B

GENERAL PROVISIONS

GENERAL:

Chapter 4, "GENERAL PROVISIONS," of the City of Dixon Engineering Design Standards and Construction Specifications, adopted June 13, 2000 by Resolution No. 00-087, and later amended February 27, 2001 by Resolution No. 01-40, March 25, 2003 by Resolution No. 03-55, November 23, 2004 by Resolution No. 04-248, February 8, 2005 by Resolution No. 05-025, April 24, 2007 by Resolution No. 07-064, November 24, 2009 by Resolution No. 09-191, August 26, 2014 by Resolution 14-120, and March 15, 2022 by Resolution No. 22-051 are hereby referred to by reference, incorporated herein, and made a part of the contract documents.

The contractor shall obtain a set of the City of Dixon Engineering Design Standards and Construction Specifications and have them available at the pre-construction conference. A copy of the City of Dixon Engineering Design Standards and Construction Specifications can be purchased for \$35.00 at the Department of Engineering, 171 South Fifth Street, Dixon, California, or can be downloaded from the City of Dixon website (www.ci.dixon.ca.us).

SECTION C
TECHNICAL SPECIFICATIONS

GENERAL:

Chapter 2, "CONSTRUCTION SPECIFICATIONS," of the City of Dixon Engineering Design Standards and Construction Specifications, adopted June 13, 2000 by Resolution No. 00-087, and later amended February 27, 2001 by Resolution No. 01-40, March 25, 2003 by Resolution No. 03-55, November 23, 2004 by Resolution No. 04-248, February 8, 2005 by Resolution No. 05-025, April 24, 2007 by Resolution No. 07-064, November 24, 2009 by Resolution No. 09-191, August 26, 2014 by Resolution 14-120 and March 15, 2022 by Resolution No. 22-051 are hereby referred to by reference, incorporated herein, and made a part of the contract documents.

All construction shall conform to the requirements of the Construction Specifications, except as modified, replaced or supplemented herein.

SECTION D

PRELIMINARY PG&E DRAWINGS

NOTE TO CONSTRUCTION:

LOC 1: PG&E TO INSTALL LOAD BREAK ELBOWS IN EXISTING PM JUNCTION.

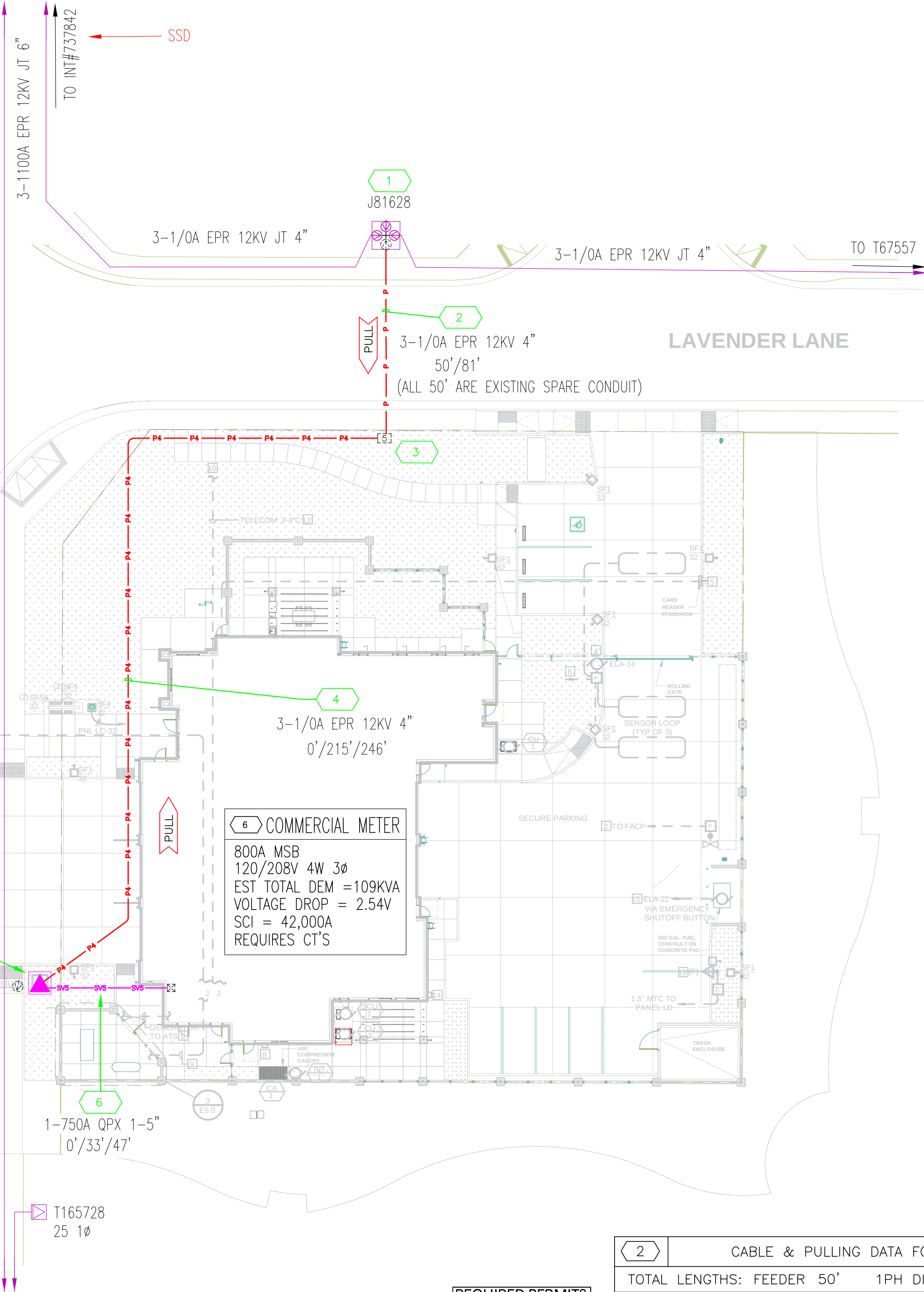
LOC 2: PG&E TO PULL NEW 3-1/0A EPR 12KV IN EXISTING 4" SPARE CONDUIT.

LOC 3: PG&E TO INSTALL STRAIGHT SPLICES IN APPLICANT INSTALLED #5 BOX.

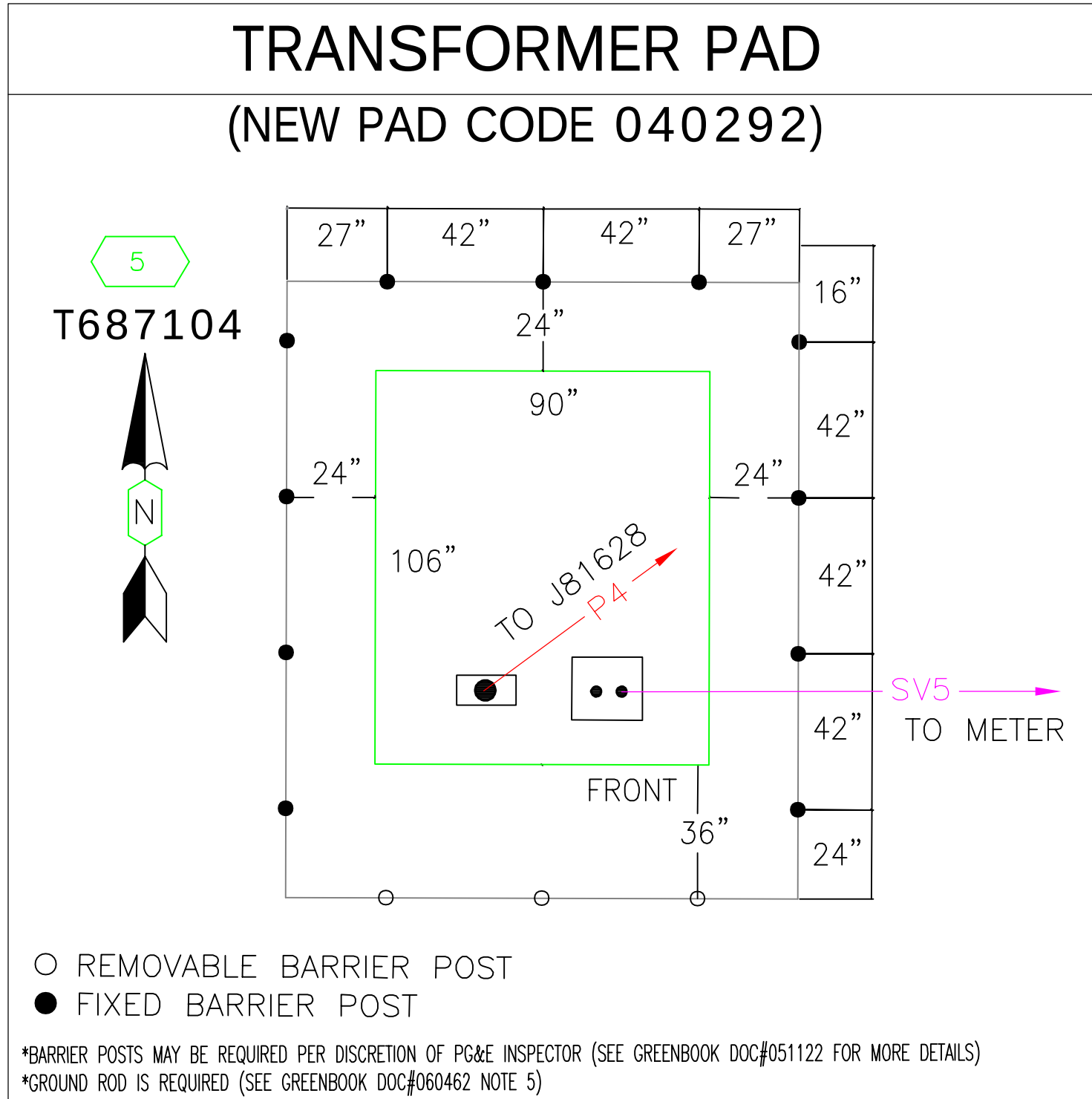
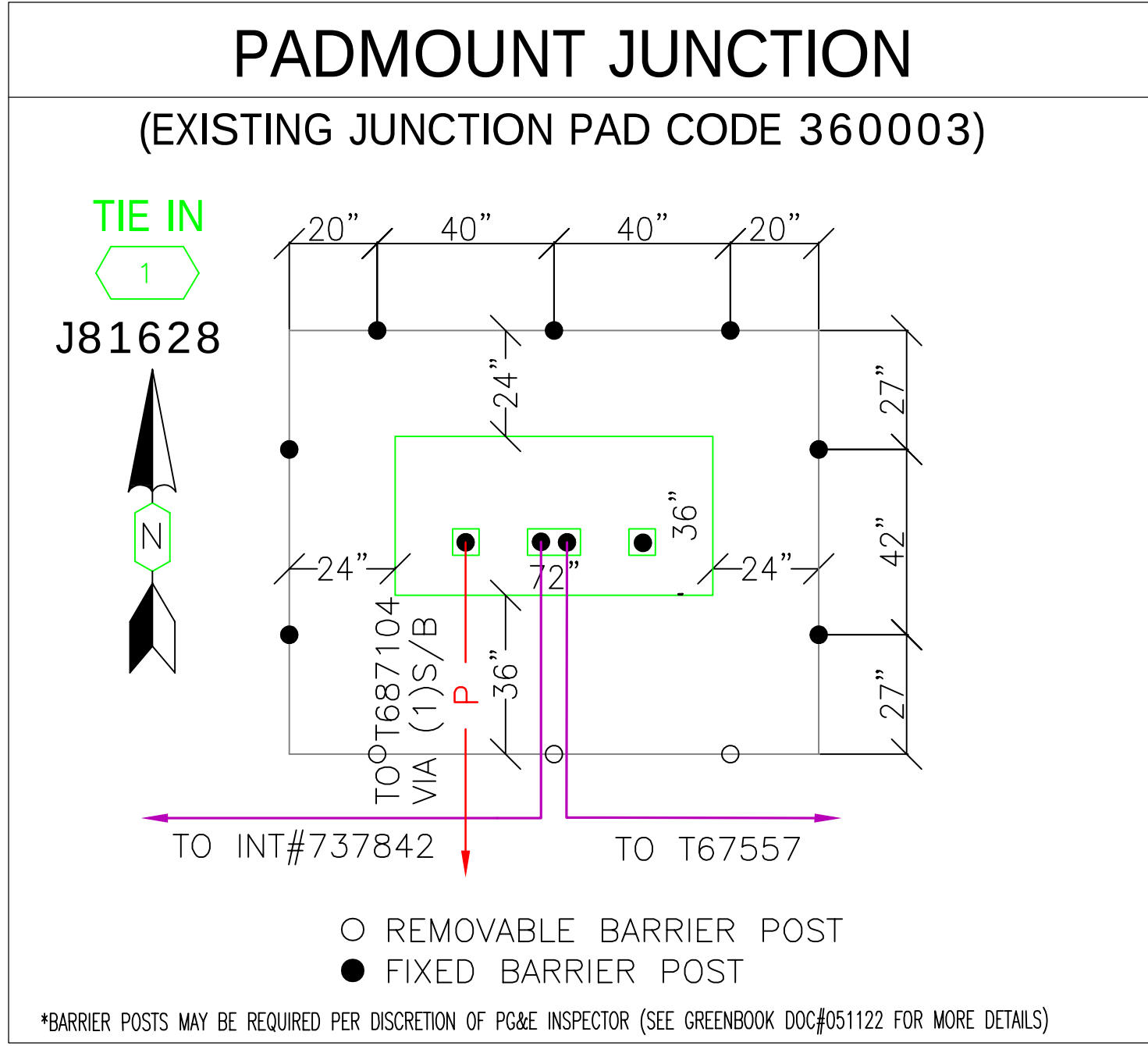
LOC 4: PG&E TO PULL NEW 3-1/0A EPR 12KV IN NEW APPLICANT INSTALLED 4" CONDUIT.

LOC 5: PG&E TO INSTALL PM TX ON APPLICANT INSTALLED PAD.

LOC 6: PG&E TO INSTALL UG SVC IN APPLICANT INSTALLED CONDUIT AND SET NEW METER.



LEGEND	
INSTALL	DESCRIPTION
	PM TX ON APPLICANT INSTALLED PAD (CODE 040292)
	200A LOAD BREAK TERMINATION
	METER
	APPLICANT INSTALLED #5 BOX: 3' x 5' x 3'6" (CODE 025601)
	3-1/0A EPR 12KV IN EXISTING 1-4" CONDUIT
	3-1/0A EPR 12KV IN APPLICANT INSTALLED 1-4" CONDUIT
	1-750A QPX IN APPLICANT INSTALLED 2-5" CONDUIT
	FRANCHISE/PRIVATE PROPERTY/CABLE WITH TAILS
EXISTING	DESCRIPTION
	PADMOUNT JUNCTION
	SS UG ENCLOSURE #5 BOX: 3' x 5'
	PRIMARY 3Ø UG CABLE - AS SHOWN



TRANSFORMER DATA TABLE										
TRANSFORMER INFORMATION				LOAD INFORMATION			FIELD CONSTRUCTION INPUT			
TRF#	COORDINATE #	SIZE KVA	PRI. BUSH.	#L/B ELBWS	PHASE	#CUST	ESD KVA.	SEC. VOLTS	SERIAL #	MANUFACTURER
T687104	100000193224	150	6	3	3	1	109	120/208		

CABLE & PULLING DATA FOR ENCLOSURE #5BOX							
TOTAL LENGTHS: FEEDER 50'				1PH DIST.		3PH DIST. 50'	
FROM ENCLOSURE	NO. of CABLES	CABLE TYPE	ESTIMATED TENSION	ACTUAL TENSION	GALLONS LUBE	FRT END PACKS	RUN LENGTH W/TAIIS
J81628	3	1/0	47		0.5	1	81'

CABLE & PULLING DATA FOR ENCLOSURE #5BOX							
TOTAL LENGTHS: FEEDER 215'				1PH DIST.		3PH DIST. 215'	
FROM ENCLOSURE	NO. of CABLES	CABLE TYPE	ESTIMATED TENSION	ACTUAL TENSION	GALLONS LUBE	FRT END PACKS	RUN LENGTH W/TAIIS
T687104	3	1/0	312		2	2	246'

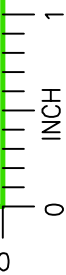
EST-ROSIE VOLMAR 707-373-8233
ADE-NATALE GOLLOB 916-413-6104
SUPV-SON BUI 916-425-4461
REP-ALAN PRADO 916-537-6864
PLNR-STEVEN OLSON 707-816-8565
NOTIF: T26915T13
SCALE: N/A
DATE: 1/8/2024
SHEET: 1 OF 1

ENGINEERING AND PLANNING DEPT.
850 STILLWATER ROAD
WEST SACRAMENTO CA, 95605
NO ENVIRONMENTAL ISSUES
GAS CONFLICT: IN PROXIMITY
NEAR LOC: ALL

PRIMARY VOLTAGE: 12 KV
LATITUDE: 38.43991
SOURCE SIDE DEVICE: 737842
SUB. & CIRCUIT: DIXON 1106
DSON SAG: N/A
LOADING AREA: LIGHT
CORROSION AREA: NON
EXEMPT EQUIP. INST: N/A

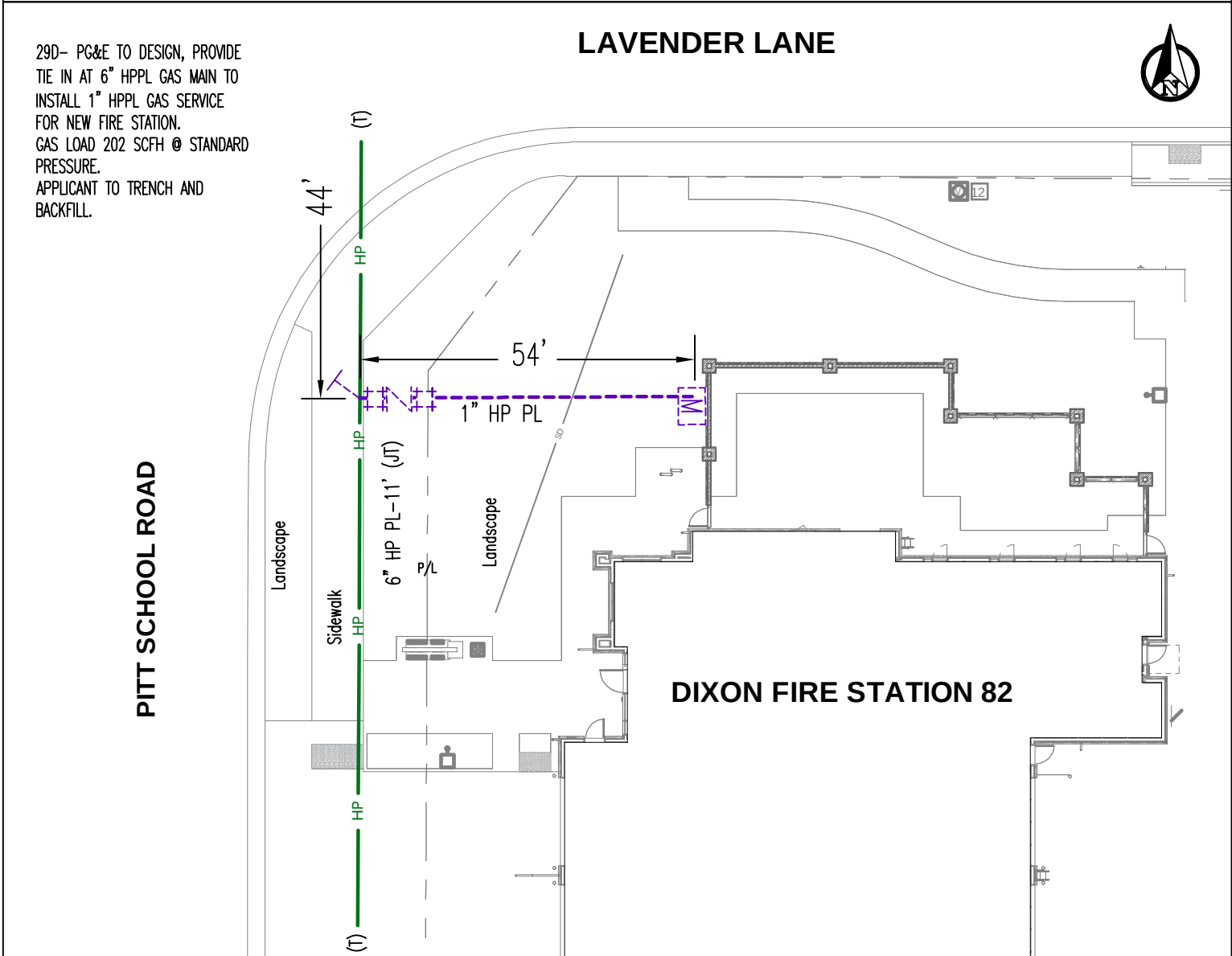
VOLTAGE AREA: 2
LONGITUDE: -121.84054
RAPTOR ZONE: YES
ARRESTER DIST: 2
INSULATION DIST: D
FIRE AREA: LBA-TIER 1

CONSTRUCTION SKETCH
NEW 800A PANEL FOR FIRE STATION
PITT SCHOOL ROAD AND LAVENDER LN
CITY: DIXON COUNTY: SOLANO
PACIFIC GAS & ELECTRIC COMPANY



Address: PITT SCHOOL RD.		City: DIXON		Lot #: _____		Notif. #: 126915113	
Applicant/Tract Name: CITY OF DIXON		Est. LAN ID: M3M6		Date Issued: 2/29/2024		PM Order #: 35518202	
Leak #: _____							
PIPE (1) Install Pipe: ☐ No ☐ Yes Type: ☐ PE2406/2708 ☐ Other: _____ Mfg: ☐ Performance/Driscoplex ☐ Other: _____ Mfg Date: _____		PIPE (2) Install Pipe: ☐ No ☐ Yes Type: ☐ PE2406/2708 ☐ Other: _____ Mfg: ☐ Performance/Driscoplex ☐ Other: _____ Mfg Date: _____		JOB TYPE ☐ New Phased Service ☐ Stub ☐ Stub Completion New Service: ☒ Full Service ☐ Branch Service - Ref. # _____ Replacement: ☐ Full Service ☐ Partial Service ☐ Branch Service - Ref. # _____ ☐ Riser ☐ Transfer ☐ Alteration ☐ Repair ☐ Abandonment ☐ Uprate Convert to: ☐ Main ☐ Service ☐ Other: _____			
INSTALL (1) Type: ☐ Stub ☒ Other: NEW SVC Excavation Agent: ☒ PG&E ☐ Applicant Installation Agent: ☒ PG&E ☐ Applicant By: _____ (Person in charge LAN ID and signature or printed name*) Date: _____		INSTALL (2) Type: ☐ Completion ☐ Other: _____ Excavation Agent: ☐ PG&E ☐ Applicant Installation Agent: ☐ PG&E ☐ Applicant By: _____ (Person in charge LAN ID and signature or printed name*) Date: _____					
TEST (1) ☐ Soap Test ☐ Verified plastic pipe surface temp. per TD-4138P-01 Tested by: _____ (Qualified field rep. LAN ID and signature or printed name*) Date: _____ Pressure: _____ psig Duration: _____ min.		TEST (2) ☐ Soap Test ☐ Verified plastic pipe surface temp. per TD-4138P-01 Tested by: _____ (Qualified field rep. LAN ID and signature or printed name*) Date: _____ Pressure: _____ psig Duration: _____ min.					
PIPE DEPTH Main: _____ in. Installed Stub/Service: _____ in. Existing Stub/Service: _____ in.		EFV Status: ☐ None ☐ Existing ☐ Installed Reason None: _____ Flow Series: 1800 Mat'l: ☒ Plastic ☐ Metallic Size: ☐ ½ in. ☒ 1 in. ☐ Other: _____ in. Mfg: ☐ Elster-Perfection ☐ Other: _____		CURB VALVE Status: ☒ None ☐ Existing ☐ Installed Mat'l: ☐ Plastic ☐ Metallic Mfg: _____ Size: ☐ ½ in. ☐ 1 in. ☐ Other: _____ in. Critical Isolation Valve: ☐ No ☐ Yes ☐ Unknown			
WIRE Status: ☐ None ☐ Existing ☐ Installed Type: ☐ Cathodic Protection Size: _____ Start: ☒ Main ☐ Branch ☐ Other: _____ End: ☒ Riser ☐ Branch ☐ Other: _____		RISER Status: ☐ Existing ☐ Installed Size: 1" X 1-1/4" in. Location: ☒ Outside ☐ Inside Bypass: ☐ No ☒ Yes Type: ☒ Prefabricated ☐ Service Head Adapter ☐ Steel Riser Valve Mfg.: ☐ Jomar ☐ Other: _____					
ISS Isolated Steel Service (ISS): ☒ No ☐ Yes ☐ Existing Anode: ☒ No ☐ Existing ☐ Installed Size: _____ lbs. Type: ☐ Zinc ☐ Magnesium # Installed: _____ Location: ☐ Riser ☐ Valve ☐ Service		CP READS CP Read Required: ☒ No ☐ Yes By: _____ (Qualified field rep. LAN ID and signature or printed name*) Pipe-to-Soil: _____ mV Date: _____ Reading Location: ☐ Riser ☐ Valve ☐ Service		WELD INSP. Weld Inspection Required: ☒ No ☐ Yes By: _____ (Qualified field rep. LAN ID and signature or printed name*) Date: _____ Type: ☐ Radiographic ☐ Visual ☐ Mag. Particle			
CONTACTS As-Built By: _____ Contractor: _____ Date: _____ (LAN ID) (Name and company name)							
NOTES 29D- PG&E TO DESIGN, PROVIDE TIE IN AT 6" HPPL GAS MAIN TO INSTALL 1" HPPL GAS SERVICE FOR NEW FIRE STATION. GAS LOAD 202 SCFH @ STANDARD PRESSURE. APPLICANT TO TRENCH AND BACKFILL.							

*If LAN ID is not available, write name and company name; include employee identifier if available.
Draw sketch in space below.



Always indicate specific section on sketch if multiple values for material, method of installation, size, or year installed (if year is available) are applicable to a single service.
Not intended to be inclusive of all possible symbols.
This section is for reference only.

Common Symbols		----- Gas Line (New)	 Meter	 Anode	 Reducer	 OR	 EFV	 Valve with Frame and Cover
		———— Gas Line (Existing)	 Meter Manifold	 Electronic Marker	 Service Tee	 OR	 Cap	Pipe Size and Material (Casing Size and Material) Insert
Connections	To be Located on Sketch		Required		Required		Required	
	Optional	If Applicable (If App.)	Main or Mother Service	If App.	Altered or Installed Service	If App.	Work Location Information	If Applicable
		• Main • Service pipe • Service tee • Pressure classification: High pressure (HP), semi-high pressure (SHP), low pressure (LP), transmission pressure (TP)			• Material • Method of install per TD-4461M: Trench, HDD, splitting, dry bore, insert • Pipe size • Status: New or existing • Existing pipe: Year installed, if available			• Name of nearest cross street • Name of street • North arrow • Street address • Dimension service tee to service end • Dimension service tee to nearest cross street
		• Mother/branch service • New cathodic protection (e.g. anode) • Abandoned pipe • Electronic markers • Fittings per TD-4461M • Curb valve • Excess flow valve • Meter/manifold • Pipe casing • Regulating stations involved in or within close proximity to work • Meter guards			• Casing material • Casing size • Joint trench (JT)			• Casing length • Abandoned pipe length • Width of cross street • Repairs: Dimension from service tee or riser and length of repair • Partial replacement: Dimension from service tee or riser and length of installation • Stub completion: Dimension from service tee or riser and length of installation • Manifold or large meter: Dimension minimum distance required between structure and riser • Lateral offset: Dimension from service tee or riser • Valves and fittings: Dimension from service tee or riser
		• Method of joint connection per TD-9500P-14-JA01 • LAN ID* of qualified individual performing connection			• Pipe size • Material • Type: Main or service • Status: New or existing • System status: Tied (T) or dead end (DE) • Existing pipe: year installed, if available			• Location of gas flow termination • Installed assets related to abandonment (e.g. electronic markers, end caps, plugs) • Abandoned pipe: Length, material, size • Abandoned pipe: Year installed, if available • Date abandonment work was completed in accordance with TD-9500P-16 • LAN ID and signature* or printed name of the qualified field representative performing required test(s) and/or inspection(s) • LAN ID and signature or printed name* of the person in charge responsible for installing assets and performing work related to abandonment • Excavation Agent: PG&E or Applicant • Abandonment order reference
					• Casing material • Casing size • Joint trench (JT)			• Abandoned non-pipe assets, if available: material, size.