ARTICLE 6. LEGAL RELATIONS AND RESPONSIBILITIES

Section 6.01. Compliance with Laws and Regulations.
The Contractor shall keep itself fully informed of and shall observe and comply with, and shall cause any and all persons, firms, or corporations employed by it or under it to observe and comply with all federal and state laws, and county or municipal ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed on the Work, or the materials used in the Work, or in any way affect the conduct of the Work. No pleas of misunderstanding of such laws, ordinances, codes, regulations, orders or decrees or ignorance of the same on the part of the Contractor shall modify the provisions of the Contract Documents. The Contractor and the Contractor's surety shall indemnify and save harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives against any claim for liability arising from, or based upon the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor, the Contractor's employees, or any Subcontractor or supplier.

Attention is directed to certain laws that affect the Contract. The listing of these laws in this Section is not to be construed as a listing of all applicable laws. The Contractor is solely responsible for familiarity and compliance with all applicable laws.

A. Prevailing Wage Rate.
The Contractor shall pay, and shall cause all Subcontractors under it to pay, not less than the specified prevailing wage rates, including, but not limited to, overtime, Saturday, Sunday and holiday work, travel and subsistence, to all workers employed in the execution of this Contract. Pursuant to Chapter 1 of Part 7, Division 2 of the Labor Code, commencing with Section 1770, the Director of the California Department of Industrial Relations (DIR) of the State of California has determined the prevailing rate of wages in the locality in which the work on the project is to be performed for each craft, classification, or type of worker needed to execute this Contract. The prevailing rates so determined are on file with the City Clerk and they are available for public inspection. They may also be obtained on the internet at http://www.dir.ca.gov/DIR/S&R/statistics_research.html. Those prevailing wage rates hereby are incorporated in this Contract and made a part hereof.

The wage rates determined by the Director of DIR refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date that are in effect on the date of Notice to Contractors remain in effect for the duration of the Project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday wage rates, and employer payments to be paid for work performed after this date have been determined. If work extends past this date, the new rate shall be paid and should be incorporated in contracts entered into for the Project. The Contractor should contact the DIR as indicated in the prevailing wage determinations to obtain predetermined wage changes.

The responsibility to check prevailing wage rates is the Contractor's. In the event this Contract calls for work requiring any craft, classification, or type of worker for which the DIR has not specified a prevailing wage rate, the Contractor shall contact the Owner's

Representative within ten days following the first advertisement to request a determination. After consultation with the DIR, the City will issue a determination of the prevailing wage for the specified work, and the Contractor and all Subcontractors shall pay each worker engaged in the specified work not less than those rates. Pending such determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the Contract Sum shall be made if such assumption is incorrect.

The Contractor shall obtain and post copies of all applicable prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the Department of Industrial Relations.

B. Hours of Work; Approval of Schedules.
Eight (8) hours of labor constitutes a legal day's work, and forty (40) hours constitutes a legal work week. No worker employed at any time by the Contractor, or by any Subcontractor upon the Project, shall be required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours in any one week, except as provided in Labor Code Sections 1810 through 1815.

Overtime shall be paid at the rate of not less than one and one-half (1-1/2) times the basic rate of pay, or at such higher rate as may be required by the DIR, applicable statutes or collective bargaining agreements.

The City reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress. Overtime and shift work may be established by the Contractor with reasonable notice and the written permission of the City. No work other than overtime and shift work shall be done between the hours of 6:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency. Failure of the Contractor to perform the work in accordance with this policy shall be deemed to be a failure on the Contractor's part to comply with the Contract and is cause for termination.

C. Records of Hours Worked and Wages.
The Contractor shall maintain, and shall cause all its Subcontractors to maintain, records of the hours and wages of all employees employed on the Project, and those records shall be open at all times for inspection by the City and/or the Division of Labor Statistics and Enforcement, in accordance with Sections 1776 and 1812 of the Labor Code.

The Contractor shall not carry on its payrolls any person not actually employed by the Contractor, nor shall it carry on its payrolls employees of a Subcontractor. The Contractor shall show on its payrolls all persons actually employed by the Contractor on the Project, in any capacity. The Contractor shall supervise all Subcontractors to ensure that all Subcontractors comply with this Section.

The Contractor shall provide, and shall require all Subcontractors to provide, on a monthly basis, included with the progress payment request and the final payment request, verification of the actual wages paid to any or all employees on the Project, including but

not limited to copies of timecards, payroll checks and stubs, job cost detail ledger for labor, evidence of payment of benefit contributions, and any other records necessary to establish compliance. The Contractor shall submit the monthly certified payrolls for all workers employed at the Site directly to the Owner's Representative with the monthly progress payment request. Failure to submit timely, complete certified payrolls or the other documents described in this section shall entitle the City to withhold payment from the Contractor. Additionally, in the event of noncompliance with this section, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply. In the event of continued noncompliance, the penalties specified in subdivision (g) of the Labor Code section 1776 may be deducted from progress payments to the Contractor.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of the Contractor, or any Subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

D. Underpayment of Wages; Penalties.

The Contractor agrees that in the event of underpayment of wages to any employee on the Project, whether by the Contractor or any Subcontractor, the City may retain from payments due to the Contractor, an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR, and the wages actually paid such worker for the total number of hours worked. The City may disburse such retention to such employees.

In accordance with Articles 2 and 3, Chapter 1, Part 7, Division 2 of the Labor Code, particularly Sections 1775 and 1813, the Contractor shall forfeit to City as a penalty the sum specified below, over and above any retention or withholds otherwise authorized by the agreement, as follows:

1. Fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wages for any work done under this Contract by him/her or any Subcontractor above him/her; and/or

2. Twenty-five dollars ($25) for each worker employed in the execution of this agreement by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week and to whom applicable overtime rates have not been paid.

E. Apprentices.

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under it.

The Contractor and all Subcontractors under it shall comply with the requirements of Section 1777.5 and Section 1777.6 in the employment of apprentices. Violation of these requirements shall subject the Contractor and/or Subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. Adequate supervision of all apprentices shall be maintained at all times by the Contractor and any Subcontractor employing the apprentice.

F. Workers' Compensation.
Pursuant to Labor Code section 1860, in accordance with the provisions of Section 3700 of the Labor Code, the Contractor is required to secure the payment of workers' compensation to its employees. See also Article 3 of these General Provisions.

G. Compliance with State Anti-Discrimination Laws.
The Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this Section is subject to all the penalties imposed for a violation of [Chapter 1 of Part 7, Division 2 of the Labor Code]."

H. Fair Labor Standards.
The Contractor shall comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. § 3201 et seq.) as applicable.

I. Contractors License.
The Contract shall comply, and cause its Subcontractors to comply, with the requirements of the California State Licensing Board and to have a valid contractor's license which is to be active as to the date of the receipt of bids and maintained in "Good Standing" from the receipt of bids throughout the Project.

J. Use of Pesticides.
The Contractor shall comply with all rules and regulations that govern the use of pesticides required in the performance of the Work, including any certifications that may be required for purchase, use, storage or application.

Pesticides include, but are not limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants and repellants.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

K. Reporting Requirements and Sanctions.

Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with the Contract Documents will be considered noncompliance. The minimum documents required include the following:

1. List of Subcontractors: Required from the Contractor and each Subcontractor with a lower tier subcontractor; due within ten (10) Calendar Days after the date of the pre-construction conference or within ten (10) Calendar Days after the date of award of the subcontract, whichever date is later.

2. Certified Payroll Reports: Required from the Contractor and each Subcontractor, regardless of the subcontract amount or the type of procurement, for every payroll period in which work is performed; due with each progress payment application and the final payment application.

3. Fringe Benefit Statement: Required from the Contractor and each Subcontractor if fringe benefits are paid to an approved plan, fund or program; due with first certified payroll report and any time the fringe benefit amounts change; not required if the fringe benefits are paid in cash to the employees.

4. Other Documentation: When required by the Special Provisions, other reporting documentation may be required depending on the funding for the project.

If the Contractor fails to comply with the reporting requirements of the Contract Documents, the Contractor will be advised of the specific deficiencies and requested to make immediate correction. The Contractor will be advised that payments will be withheld for failure to make corrections or cure delinquencies.

Section 6.02. Responsibility of the Contractor.

The Work shall be under the Contractor's responsible care and charge until completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work or the materials occasioned by any cause, and shall bear the entire expense.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the City in conformity with the true meaning and intent of the Contract Documents, within the time specified.

Section 6.03. Subcontracting.

If the Contractor subcontracts any work to be performed or materials to be supplied pursuant to this agreement, the Contractor shall be as fully responsible to the City for the acts and/or omissions of such Subcontractor or supplier and of the persons either directly or indirectly employed or engaged as Subcontractors by such Subcontractor or supplier as it is for its own acts and omissions.

The City and its representatives will deal only with the Contractor, and the Contractor shall be responsible for the proper execution of the Work. Any and all discussions between any Subcontractor or supplier and the City or any of its representatives shall be initiated through the Contractor or its representative.

The Contractor shall bind every Subcontractor or supplier, and every subcontractor of a Subcontractor, by the terms of the Contract Documents. The Contractor shall include provisions in every Subcontract that the Contract between the Contractor and the City is part of the Subcontract, and that all terms and provisions of the Contract are incorporated in the Subcontract. Copies of all Subcontracts shall be available to the City upon written request.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor or supplier and the City or any of its representatives, nor shall this Contract be construed to be for the benefit of any Subcontractor or supplier.

The Contractor shall not perform work on the Project with a Subcontractor who is ineligible to perform work on public works project pursuant to Labor Code sections 1777.1 or 1777.7.

If, through acts or neglect on the part of the Contractor, including failure to supervise and control its Subcontractors or suppliers, any other contractor, Subcontractor or supplier, or worker suffers loss or damage, the Contractor agrees to settle with such other contractor, Subcontractor, supplier, or worker by agreement or arbitration, if such other contractor, Subcontractor, or worker shall assert any claim against the City or any of its officers, agents, or employees, on account of any damage alleged to have been so sustained.

In the event of the receipt of any such claim, the City shall notify the Contractor, who shall defend, indemnify, and save harmless the City and all of its officers, agents, and employees against any such claim.

Section 6.04. Listing of Subcontractors.

The Contractor shall comply with the requirements in the Instructions to Bidders regarding the listing of Subcontractors and shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code,

commencing with Section 4100, forbidding bid shopping and bid peddling, requiring accurate listing of all Subcontractors, and requiring Subcontractors to be licensed.

Should the Contractor violate any of the provisions of this Section, the violation shall be deemed a breach of this contract and the City shall have all remedies provided by California law, including but not limited to those provided in Public Contract Code Section 4110, allowing termination of the Contract or a penalty assessment of ten percent (10%) of the subcontract amount.

Section 6.05. General Safety and Protection Requirements.
The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, for maintaining all safety and health conditions on the Site and for ensuring against and/or correcting any hazardous conditions on the Site. Also, in no case shall the City, the Owner's Representative, the Architect or Consulting Engineer, the Inspector, or their agents, employees or representatives, have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work, or for maintaining any safety or health conditions on the Site, or for ensuring against or correcting any hazardous conditions on the Site.

The Contractor shall comply with all Occupational Safety laws, rules and regulations applicable to the work.

The Contractor shall designate a responsible member of its organization at the Site whose duty shall be the prevention of accidents and overall jobsite safety for contractors/Subcontractors employees and visitors. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner's Representative.

A. Protection of Persons and Property.
The Contractor shall at all times, until final acceptance and payment hereunder, maintain adequate protection against injury to persons, including employees, or damage to property, on or near the Project, or adjacent to the Site. The Contractor shall be responsible for maintaining all safety and health conditions on the Site and for ensuring against and/or correcting any hazardous conditions on the Site. In no case shall the City, the City's Representative, the Architect, Consulting Engineer, Project Inspector or their agents, employees or representatives, have either direct or indirect responsibility for maintaining any safety or health conditions, or for ensuring against or correcting any hazardous conditions, on or near the Site, or adjacent to the Site.

The Contractor shall provide a safe environment for all functions to be performed by the Owner's Representative, Architect, Consulting Engineer and Project Inspector, and a safe place for all employees to work.

The use of alcohol or drugs will not be permitted on City property.

B. Protection and Repair of Work.

The Contractor shall protect the City's structures, facilities, equipment, tools, materials, and any other property on or adjacent to the Site against damage, loss, or theft by providing adequate security measures for its work. The Contractor shall, until final payment hereunder, maintain protection of all of its work and work performed by others under this Contract from damage, loss, defacement, or vandalism. The Contractor shall provide protection of completed work which may be subject to damage as a result of the Contractor's failure to perform as scheduled.

The Contractor shall repair or replace any damage and remove any damaged or defaced material and/or equipment from the Site at no cost to the City.

C. Protection of Workers.

The Contractor shall take every precaution for the safety of all employees and others on the Work, and to comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed.

The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public, and shall post danger signs warning against hazards created by construction including, but not limited to, protruding nails or reinforcing steel, hod hoists, elevator hatchways, scaffolding, window openings, stairways, and falling materials.

The Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist.

The responsibility for maintaining a safe working site shall be the Contractor's, and the City, Owner's Representative, Architect, Consulting Engineer and Project Inspector undertake no obligation to suspend the work or notify the Contractor of any hazardous conditions or noncompliance with safety laws. In no case shall the City, the Owner's Representative, the Architect, Consulting Engineer, Project Inspector, or their agents, employees or representatives, have either direct or indirect responsibility for maintaining any safety or health conditions, or for ensuring against or correcting any hazardous conditions on the Site.

D. Working Limits and Regulations.

The Contractor shall confine its apparatus, storage and materials, and construction operations within the limits established by the Owner's Representative, and shall not unreasonably encumber the Site or adjacent areas with its materials and/or equipment.

The Contractor shall enforce any instructions from the City or the Owner's Representative regarding fires, placement of signs, danger signals, barricades, radios, noise and smoking.

E. Overloading.

The Contractor shall determine safe loading capacities and shall not overload any structure beyond its safe capacity during construction. In addition to assuming full responsibility for

bodily injury and/or property damage resulting from any such overloading, the Contractor shall repair to the City's satisfaction or reimburse the City for the costs of repairing any damage resulting therefrom.

F. Protection of Existing Improvements.

The Contractor shall clean the portions of existing improvements and facilities which are used by, traversed or dirtied by the workers on the Work, normal maintenance due to use by City employees or the public excepted.

All existing improvements and facilities shall be protected from any damage resulting from the operations, equipment or workers of the Contractor during the course of the construction.

The Contractor shall take all necessary precautions to protect existing facilities against the effects of the elements and Contractor shall be strictly liable for failure to adequately protect any facility.

All damaged improvements and facilities shall be replaced, repaired, and restored to their original condition without additional cost to the City and without an extension of the Contract Time.

G. Security of the Site.

The Contractor is responsible for the security of the Site.

H. Removal of Barricades.

Upon completion of the work, the Contractor shall remove from the Site all materials used for barricades, temporary scaffolding, or any other temporary uses.

I. Protection of Adjacent Property; Notices.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the Site or adjacent to the Site which are in any way affected by the excavations or other operations connected with the completion of the Work.

Prior to excavation, the Contractor shall contact USA Underground Service Alert and shall obtain from them the location of underground utilities.

Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, the Contractor shall notify the Owner's Representative, who will send the City and occupants thereof a notice, which specifies the type of work to be done, the schedule of the work, the impacts expected from the work and the protective measures being taken by the Contractor. The notice shall also specify that any person receiving notice who has questions regarding it may contact the Owner's Representative.

Whenever any notice is required to be given to any adjoining or adjacent landowner, utility, governmental agency or other party before commencement of any work, the notice shall be given by the Contractor at least seven (7) days in advance of the work, or longer if required by law or regulation, with a copy delivered to the Owner's Representative.

The Contractor shall, at the written instruction of the Owner's Representative, meet with any recipient of such notice to explain and discuss the proposed work.

J. Fire Protection.

The Contractor shall take all steps necessary to protect all structures from fires and sparks originating from the Work, shall comply with all laws and regulations regarding fire protection, and shall comply with all instructions of the fire department with jurisdiction.

The Contractor shall notify the Owner's Representative and the fire department in writing at least seventy-two (72) hours prior to disconnection of either water or electrical service to the Site, and shall comply with the fire department's instructions regarding fire safety.

The Contractor must keep fire detection systems operational throughout the duration and scope of its work.

K. Repairs or Replacement.

Any damage to existing conditions, or to any other improvement or property above or below the surface of the ground, whether private or public, arising from performance of this Contract shall be repaired within forty-eight (48) hours by the Contractor without expense to the City, unless disruption of City operations or creation of a safety hazard has occurred, in which case damage will be corrected immediately.

If, in the opinion of the Architect or Consulting Engineer, the best interest of the City requires that repairs be made prior to the execution of any further work, the Owner's Representative will so notify the Contractor who shall delay or discontinue that part of the Work until the necessary repair has been made. Such delay shall be considered non-compensable, and no extension of the Contract Time will be granted therefor.

Upon the failure of the Contractor to comply with any such order, or upon the Contractor's failure to make immediate emergency repairs which are necessary to protect the Work, the City shall do that work itself as is necessary to protect life and property, in its sole discretion, and deduct the total cost of such work from the next progress payment. No prior notice to the Contractor shall be necessary for the City to take this action.

L. Emergency Safety Actions.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without previous instructions or authorizations from the City, is authorized and shall act at its discretion and risk to prevent such threatened loss or injury, and the Contractor shall bear all costs of that action. The Contractor shall immediately notify the Owner's Representative of such actions, and thereafter shall comply with any instructions issued by the Owner's Representative.

Section 6.06. Asbestos Related Work.
All work involving asbestos containing material must be performed in accordance with California Labor Code, sections 6501.5 through 6510, inclusive, and California Administrative Code, Title 8, Section 5208 and all other pertinent laws, rules, regulations, codes, ordinances, decrees and orders.

Section 6.07. Air Pollution Control.
The Contractor shall comply with all air pollution control laws, statutes, rules, regulations and ordinances, including, without limitation, all County of Sacramento and City of Folsom air pollution control rules, regulations, and ordinances, which apply to any work performed pursuant to the Contract Documents.

Section 6.08. Water Pollution
The Contractor shall comply with all City of Folsom rules, regulations, ordinances and statutes which apply to water pollution, including Section 7-1.01G of the State Specifications and the City's NPDES permit requirements.

Unless provided by the City as part of the Contract Documents, within ten (10) Calendar Days of the Notice to Proceed, the Contractor shall prepare and submit to the City for approval a Storm Water Pollution Prevention Plan (SWPPP). The Contractor shall conduct all of its operations, and shall cause its Subcontractors and suppliers to conduct their operations, related to the Project so as to comply with the approved SWPPP. Failure to comply with the approved SWPPP shall subject the Contractor to a withholding of ten percent (10%) of each progress payment until the Contractor, Subcontractor or supplier is in compliance, in addition to any actual damages suffered by the City as a result of the noncompliance.

Section 6.09. Sound Control Requirements.
The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract Documents.

Each internal combustion engine, used for any purpose on the Project or related to the Project, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the Project without said muffler.

Section 6.10. Indemnification.
The Contractor shall defend, indemnify and save harmless the City, the Owner's Representative, the Architect, the Consulting Engineer and any of their respective officers, officials, agents, and employees from any and all claims, demands, damages, costs, expenses, attorney's fees, or liability arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract, including but not limited to, inverse condemnation, equitable relief, or any acts or omissions, any wrongful act, or any negligent act or omission to act, whether active or passive, on the part of the Contractor or any of its agents, employees, independent contractors, Subcontractors or suppliers; provided, further, without limiting the foregoing, that the indemnity is intended to apply to any wrongful acts,

or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by the Contractor, the Contractor's agents, employees, independent contractors, Subcontractors or suppliers, and the City, its agents, employees, or independent contractors.

The indemnity obligation expressly extends to and includes any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The indemnity obligation expressly extends to and includes any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, state or local law, including applicable administrative regulations.

The indemnity obligation also expressly extends to and includes any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the Site or as a result of the Work, whether such persons are on or about the Site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the City in contravention of Section 2782 of the Civil Code for the sole negligence or willful misconduct of the City or its agents, employees or independent contractors.

In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract Documents.

The indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

Section 6.11. Indemnification of Adjacent Property Owners.
In the event the Contractor enters into any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, the Contractor

shall fully indemnify, defend and save harmless such person, firm, or corporation, state or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the City prior to commencement of any work on or about such property. These provisions shall be in addition to any other requirements of the owners of adjacent property.

Section 6.12. Contractor's Legal Address; Written Notice.
Both the address given in the Bid and the Contractor's office in the vicinity of the Work are designated as places that samples, notices, letters or other articles or communications to the Contractor may be mailed or delivered. The delivery to either of these places shall be deemed sufficient service to the Contractor and the date of such service shall be the date of delivery. Written notice may be accomplished by personal delivery, United States mail, telegram, facsimile or any other form of commercially accepted communication. The written notice shall become effective upon delivery. Delivery is complete when the notice is hand-delivered to the Contractor's address given in the Bid or its job-site office; or when the facsimile transmission is complete; or two days after mailing by U.S. mail; or upon actual delivery as evidenced by a delivery receipt.

The address named in the Bid may be changed at any time by written notice from the Contractor to the City.

Nothing herein shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to the Contractor.

Section 6.13. Contractor Not Agent, Nor Employee.
Neither the Contractor nor any Subcontractor, or any officer, agent, or employee of either, is, nor shall they represent themselves to be, an agent, employee or other representative of the City for any purpose whatsoever.

No person employed by the Contractor, or by any Subcontractors, are, nor shall they be construed to be in any manner or for any purpose whatsoever, agents, employees or representatives of the City.

Nothing in the Contract Documents shall be construed to create any relationship of joint venture, partnership or other association of any nature whatsoever between the City and the Contractor other than that of owner and independent contractor. The City shall have the right to direct the Contractor as provided in the Contract Documents. The aforementioned right of supervision shall not reduce or abrogate the Contractor's liability for all damage or injury to persons, public property or private property that may arise directly or indirectly from the Contractor's execution of the Work.

Section 6.14. Conflict of Interest.
No official of the City who is authorized on behalf of the City to negotiate, make, accept, or approve, any architectural, engineering, inspection, construction, or materials supply contract, or any subcontract in connection with the construction of the Project, or any land acquisition in connection with the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof.

No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized on behalf of the City to exercise any executive, supervisory, or other similar function in connection with the construction of the Project shall become directly or indirectly interested personally in this contract or any part thereof.

Section 6.15. Third Party Claims.
The Contractor shall be responsible for all third party claims and costs or injuries incurred by a third party which result from the operations of the Contractor.

Section 6.16. Assignment of Contract.
The Contract or the performance of the Contract may be assigned by the Contractor, but only upon written consent of the City, which consent the City has the sole discretion to refuse for any reason whatsoever, and the consent of the Contractor's surety, unless the surety has waived its right of notice of assignment. No such assignment or subcontracting shall be permitted that would relieve the Contractor or the Contractor's surety of their responsibilities under the Contract Documents.

Section 6.17. Assignment of Monies.
The Contractor may assign monies due the Contractor under the Contract, and such assignment will be recognized by the City, if given proper notice, to the extent permitted by law. Any assignment of monies shall be subject to all deductions provided for in the Contract Documents. Any money withheld may be used by the City for the completion of the Work if the Contractor defaults.

Section 6.18. Permits and Licenses.
The Contractor shall, at the Contractor's sole expense, obtain all necessary permits and licenses for the construction of the Work, give all necessary notices and pay all fees required by law relating to the Work. The Contractor shall also procure all permits and licenses necessary for the normal conduct of the Contractor's business and construction operations.

Unless otherwise noted in the Special Provisions, building, plumbing, heating, electrical and similar permits which the Contractor is required to obtain from the City Building Inspection Divisions for City owner projects are fee exempt and will be obtained by the City.

The California Environmental Quality Act of 1970 (CEQA) may be applicable to permits, licenses, and other authorizations that the Contractor shall obtain from local agencies in connection with performing the Work. The Contractor shall comply with the provisions of CEQA in obtaining such permits, licenses, and other authorizations, which will be obtained in time to prevent delays to the Work.

The Contractor shall comply with permits, licenses, or other authorizations applicable to the Work obtained by the City in conformance with the requirements in CEQA.

Section 6.19. Patents and Royalties.

All fees, claims, or royalties for any patented or copyrighted invention, article, arrangement, or plan that may be used upon or in any manner connected with the doing of the work or any part thereof shall be included in the price bid for doing the work. The Contractor and its sureties shall protect and hold harmless the City, Owner's Representative, Architect, Consulting Engineer and their consultants, Project Inspector, and each of their respective officers, agents, and employees against any and all demands made for such fees or claims and against any and all suits, demands, claims or causes of action brought or made by the holder of any invention, patent, copyright, or trademark, or arising from any alleged infringement of any invention, patent, copyright, or trademark.

Before final payment is made on account of this Contract, the Contractor shall furnish acceptable proof to the City of proper release from all such fees or claims.

Section 6.20. Approval of Contractor's Plans No Release from Liability.

The review or approval by the City of any working drawing or any method of work proposed by the Contractor shall not relieve the Contractor of any of the Contractor's responsibility for any errors and shall not be regarded as any assumption of risk or liability by the City or any officer, official, agent, employee, or representative of the City. The Contractor shall have no claim under the Contract because of the failure or partial failure or inefficiency of any reviewed or approved plan or method. City review or approval means that the City has no objection to the Contractor using the proposed plan or method at the Contractor's responsibility and risk.

Section 6.21. Providing and Paying for Materials.

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, products, articles, processes, labor, tools, equipment, and installation, and all associated superintendence of every nature whatsoever necessary to execute and complete the Work within the Contract Time.

Section 6.22. Warranty of Title.

No material, article, product, supplies, or equipment for the Work shall be subject to any chattel mortgage, or a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier.

The Contractor warrants good and sufficient title to all material, supplies, and equipment installed or incorporated in the Work, and agrees upon completion of the Work to deliver the premises, together with all improvements and appurtenances, constructed or placed thereon by the Contractor, to City, free from any claims, liens, or charges.

The Contractor agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon; provided, however, that nothing contained in this Section shall defeat or impair the rights of persons furnishing materials or labor under the payment bond given by the Contractor, nor any rights under any law permitting such persons to look to funds due to the Contractor but retained by the City.

The Contractor shall cause the provisions of this Section to be inserted in all subcontracts and material contracts executed by the Contractor and notice of this provision shall be given to all persons furnishing materials for the Work.

This Section shall not disallow the Contractor's installing any devices or equipment of utility companies or of governmental agencies, the title to which is commonly retained by the utility company or the agency.

Section 6.23. Rights and Remedies.
The duties and obligations of the Contractor imposed by the Contract Documents and the rights and remedies of the City available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

The failure of the City or its officials, officers, employees, agents, or of the Owner's Representative, the Project Inspector, Architect or Consulting Engineer to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provision or right(s) or of the right to subsequently demand such strict performance or exercise such right(s) and the rights shall continue unchanged and remain in full force and effect.

The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the City or its officials, officers, employees, agents, or by the Owner's Representative, the Project Inspector, Architect or Consulting Engineer, and hereby agrees that no default, act or omission of the City or its officials, officers, employees, agents, or of the Owner's Representative, the Project Inspector, Architect or Consulting Engineer shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of the Contract or to suspend or abandon performance of all or any part of the Work. The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, saving only its right to money damages.

Section 6.24. Guarantee Required.
In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the Work for a minimum of two (2) years from and after the recordation of the Notice of Completion and completion of all contract obligations by the Contractor, including formal acceptance of the entire Project by the City. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 3086. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the City's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. Such guarantee shall be made on the form provided by the City.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Such guarantee is in addition to, and not in lieu of, the City's rights to enforce this Contract in all respects.

Section 6.25. Anti-Trust Assignment.
By execution of the Contract Documents, or any subcontract awarded by the Contractor, the Contractor or any Subcontractor offers and agrees to assign and hereby does assign to the City all rights, title, and interest in and to all causes of action the Contractor or Subcontractor may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with Section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

Section 6.26. Access to Records.
The City or the City's authorized representative shall have access, upon reasonable notice, during normal business hours, to any books, documents, accounting records, papers, project correspondence, project files, scheduling information and other relevant records of the Contractor and all Subcontractors directly or indirectly pertinent to the Work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any change order prospective or executed, or any claim for which additional compensation has been requested.

Such books, documents and other records mentioned above shall include, but are not limited to all those reasonably necessary in the opinion of the City to determine the accurate amount of direct and indirect costs, job site, area and home office overhead, delay and impact costs, however characterized, and shall include the original bid and all documents related to the bid and its preparation, as well as the as-planned Contract Schedule and all related documents.

Such access shall include the right to examine and audit such records, and make excerpts, transcriptions and photocopies at the City's cost.

Section 6.27. Liability of City.
Neither the City, nor any of its officers, agents, employees or representatives shall be responsible for any liability arising under this Contract, except such obligations as are specifically set forth herein.

Section 6.28. No Verbal Agreements.
No verbal agreement or conversation with any officer, agent, or employee of the City, either before, during, or after the execution of the Contract Documents shall affect or modify any term or condition contained in the Contract Documents, nor shall such verbal agreement or conversation entitle the Contractor to any additional payment or time to perform whatsoever under the terms of this agreement.

Section 6.29. Unenforceability of any Clause.

If any clause or provision of the Contract Documents is held to be unenforceable or invalid, then that provision of the Contract shall be stricken and the remaining portion shall remain in full force and effect.