



CITY OF FORT BRAGG
416 N. Franklin Street Fort Bragg, CA 95437

CONSTRUCTION SERVICES AGREEMENT
FOR PROJECTS \$5,000-\$45,000
INFORMAL BIDS

PROJECT: INSTALLATION OF PUSH PIERS/POLYLEVEL
FOUNDATION SYSTEM FOR WATER TREATMENT PLANT FACILITY

DATE: August 10, 2021

1. IDENTIFICATION OF CONTRACTOR.

MATHEW PHELPS ENTERPRISES, INC. dba
NORCAL FOUNDATION SUPPORT
Mathew Phelps, President/CEO
320 Campus Lane
Fairfield, CA 94534

LICENSE NO: 1037019

DIR REGISTRATION NO: 1000057189

2. SCOPE OF WORK. Contractor is to perform the work as set forth in the Scope of Work attached as **Exhibit A** (the "Work"), the terms of which are incorporated herein except to the extent they are inconsistent with the terms of this Agreement.

3. COMPENSATION FOR WORK. Contractor's total compensation for the Work performed under this Agreement is **Thirty-two Thousand Four Hundred Seventy-one Dollars and Sixty-nine Cents (\$32,471.69)**, to be paid as **(check one)** (1) lump sum; (2) lump sum with progress payments; (3) per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of _____. All payments (check one): shall shall not be subject to a five percent (5%) retention.

4. SCHEDULE OF PERFORMANCE FOR THE WORK. Contractor shall commence the Work upon notification from the City to proceed. The Work will be completed by **December 31, 2021**.

4.01 Liquidated Damage Amounts.

As liquidated damages for delay Contractor shall pay City Two Hundred Fifty dollars (\$250.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

As liquidated damages for delay Contractor shall pay City Two Hundred Fifty dollars (\$250.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

Contractor and City agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by City because of a delay in completion of all or any part of the Work. Contractor and City agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by City, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by City as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages

suffered by others who then seek to recover their damages from City (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. City may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

5. TERMS AND CONDITIONS.

- 5.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments. Contractor has read, negotiated and expressly accepts all terms on the attached.
 - A. Exhibit A – Scope of Work and Price
 - B. Exhibit B – General Terms and Conditions
 - C. Exhibit C – Insurance
 - D. Exhibit D – Claims Procedure
 - E. Exhibit E – Construction Performance Bond
 - F. Exhibit F – Construction Labor and Materials Payment Bond
- 5.02 Changes made to printed Terms and Conditions on this Agreement are null and void unless approved in writing by City's counsel and the undersigned representative of the City of Fort Bragg. Any subsequent modifications to this Agreement must be approved in writing by all parties.
- 5.03 Contractor will send invoices to **City of Fort Bragg, 416 N. Franklin Street Fort Bragg, CA 95437, Attention: John Smith, Public Works Director**, immediately upon performance of Work agreed to herein.

CONTRACTOR: NorCal Foundation Support

CITY: City of Fort Bragg



Signature

Signature

Mathew Phelps, President/CEO

Print Name & Title

Tabatha Miller, City Manager

Print Name & Title

8-4-21

Date

Date



NORCAL FOUNDATION SUPPORT

NorCal Foundation Support - Lic# 1037019
 DBA of Mathew Phelps Enterprises, Inc.
 320 Campus Lane Fairfield, CA 94534
 Contact: Ray Anderson
 Cell:530.403.8275
 Phone: 925-521-8151 Fax:503-200-8872
 www.NorcalFoundationSupport.com

SUBMITTED TO:

City of Fort Bragg
 416 N. Franklin St
 Fort Bragg, CA 95437

Sandy Arellano
 Phone: 707-961-2823 Ext.131
 Email: sarellano@fortbragg.com

BID SUMMARY

Project Name: Fort Bragg WTP
Project Location: 31301 ECedar St Fort Bragg, CA 95437
Bid Date: June 04, 2021

BID AMOUNT
\$32,471.69

SCOPE OF WORK

This bid submittal includes all labor, materials, equipment and site supervision required to install Push Piers/PolyLEVEL as specified for the above referenced project. Proposal is based on Site Visit By Ray Anderson

PRODUCTS

(6) PP288 Push Piers (Galvanized)

- (6) Low-Profile Underpinning Bracket w/ 30" Sleeve
- (6) PP288 4' Starter Tube
- (36) PP288 3' Pier Tube

PolyLEVEL

(400) Pounds of PL400H - PolyLEVEL two-part high density (4lb) hydro-insensitive polyurethane foam system

INSTALLATION

PP288 Push Piers (Galvanized)

- Excavate to bottom of foundation, clean and prepare footing, install retrofit foundation bracket.
- Hydraulically drive pier sections to an approximate depth of 20 feet, or load bearing strata. Install each pile to the specified design load needed to stabilize/lift the structure.
- Lock the pier system in place and backfill previously excavated soils. Leave the area "landscape ready" (final landscaping to be completed by others).
- Monitor and document installation pressures for each pier and provide data to the client.

PolyLEVEL

- Layout and mark injection locations, drill 5/8" holes through slab and install injection ports.
- Inject PolyLEVEL material at rates necessary to fill voids, stabilize and lift slabs as necessary.
- Remove injection ports and fill access holes with suitable grout material, and clean up work area.
- Monitor slab movement during installation to ensure slab stabilization and accurate lifting.
- A production schedule of approximately 1 day(s). However, unforeseen conditions such as inclement weather, site access issues, acts of God, etc, may affect the project schedule.



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QUALIFICATIONS

PP288 Push Piers (Galvanized)

- An additional charge of \$55 per foot will be added if piers must be installed to a depth more than (10 feet) in order to reach the design load.
- If any piers are needed beyond what is stated in this proposal or shown on the drawings, an additional charge of \$3,500.00 will be added per pier, for a depth up to 20 feet. Additional piers will only be installed following client approval.
- Nor Cal Foundation Support assumes normal construction and concrete thickness for purpose of this contract and that such construction meets standard municipal building codes. If the existing construction and/or concrete are not of normal construction, previously repaired, and/or does not meet the standard municipal building codes; or if the previous underpins/piers, and/or inadvertent rock, or fill debris are encountered, an additional charge will be required to prepare the affected area for proper installation. Thrasher is not responsible for defects in original building materials or materials not installed by Thrasher. Customer(s) agree to pay such an additional charge pursuant to this contact if the above described events are encountered.

PolyLEVEL

- A pumping unit capable of injecting high density polyurethane material beneath the slab will be utilized. The pumping unit will be capable of controlling the rate of flow of material as required to lift the slabs in a gradual and controlled manner.
- The pumping unit will be equipped with a stroke counter that determines pounds of material used.
- Installations will be completed during acceptable hours (7:00am-5:00pm) as specified. Alternative hours available at an additional cost.
- A portable dynamic cone penetrometer conforming to ASTM D6951 will be available to provide on-site soils testing to ensure stability of the pavement structures.
- The General Contractor/Owner is responsible for providing necessary lighting for proper installation.
- If additional material is needed beyond what is stated in this proposal (400 lbs), an additional charge of \$15.00 will be added per pound of material used. Additional material will only be installed following client approval.
- Proposal is based upon a site inspection without extensive information or knowledge of original construction or previous repairs. At times we encounter various obstacles or attempted repairs that impede our progress. These repairs may or may not be known to the Owner. We will do what is necessary to avoid such obstacles, however, if extra work involving additional manpower or trades are required, we will contact the Owner immediately to discuss how the work shall progress.
- Due to the nature of the work, we can not guarantee a perfect lift, however we will lift as close as possible to the desired lift height/benchmark. Additional measures could be taken to help lift, but would be at an additional cost to the client.



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QUALIFICATIONS

Other Qualifications

- The general contractor is responsible for providing proper access for NorCal Foundation Support - Lic# 1037019 DBA of Mathew Phelps Enterprises, Inc.'s installation equipment.
- If NorCal Foundation Support - Lic# 1037019 DBA of Mathew Phelps Enterprises, Inc. should encounter impassible unforeseen obstructions during pier installation, we will contact the owner to discuss the best alternative installation procedure. Core drilling or pier relocation are typical options.
- If pre-drilling is required, an additional cost of \$1,500.00 will be charged per Push Pier/PolyLEVEL.
- NorCal Foundation Support - Lic# 1037019 DBA of Mathew Phelps Enterprises, Inc. acknowledges the receipt of addendum ____.
- This bid includes 1 mobilization to the work site. Additional mobilizations will cost an additional \$750 per trip.
- Due to the lack of proper soil information, NorCal Foundation Support - Lic# 1037019 DBA of Mathew Phelps Enterprises, Inc. reserves the right to change the pile configuration and associated costs based upon actual site conditions in order to achieve the required pile capacities.
- Stamped engineered drawings not included. If Stamped/Engineered drawings are required, they would be at an additional cost.
- Background checks would result in an additional charge.
- Lead time for crew & product is three weeks after signed contract and approved drawings
- If test pile is needed please add \$3,000 to proposal.
- Proposal is valid for thirty (30) days.
- Payment as follows: Deposit \$1000 60% start of project on materials being delivered to site 30% after all piers installed 10% upon final inspection
- Price subject to change upon final engineer's recommendations.

EXCLUSIONS

- Damage to underground utilities or mechanical and electrical ductwork/conduits.
- Marking of proposed pile locations and establishing a benchmark for top of pile elevations.
- Purchase, placement, and compaction of fill soils.
- Lighting necessary to provide crew visibility during installation.
- Additional insurance coverage beyond NorCal Foundation Support's standard coverage.
- Additional bonding, if required.
- Structural or cosmetic damages due to the installation process.
- Providing traffic control services (if applicable).

NorCal Foundation Support - Lic# 1037019
DBA of Mathew Phelps Enterprises, Inc.

SIGNATURE: _____
DATE: _____

Acceptance of Proposal - The prices proposed, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. We jointly and severally agree to pay you upon completion of the job, and will further pay your sevice charge of 1-1/3% per month (16% annum) if our account is 30 or more days past due, and your attorney's fees and costs to collect or enforce this contract. **My signature indicates that I accept the terms of this Proposal.

SIGNATURE: _____
DATE: _____

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. TERMS OF PERFORMANCE

- 1.01 Force and Effect.** This Agreement shall control over all inconsistent provisions in any proposal. The provisions of this Agreement (and any attachments) constitute the entire agreement between the Contractor and City regarding the Work described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this Agreement. No modification of this Agreement shall be effective unless it is in writing. This Agreement shall govern the Work described herein (whenever performed), and shall supersede all other prior Agreements between Contractor and City with respect to the Work described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of City and Contractor. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.
- 1.02 No Modification or Waiver.** The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of City and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.
- 1.03 Performance of Work/No Assignment.** Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by City, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of this Agreement. Contractor shall not contract any portion of the Work or otherwise assign this Agreement without prior written approval of City. (Contractor shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment.) The Contractor shall permit City (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any City representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. City shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of this Agreement.

2. LEGAL AND MISCELLANEOUS

- 2.01 Business License and Other Licenses/Permits.** Before the City will issue a notice to proceed with the Services, Contractor and any subcontractors must acquire, at their expense, a business license from City in accordance with Chapter 5.04 of the Fort Bragg Municipal Code. Such licenses must be kept valid throughout the Agreement term. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
- 2.02 Records and Payment Requests.** Contractor shall submit all billings to City with all necessary invoices or other appropriate evidence of proper performance. Contractor shall permit City to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred to City by this section. Such rights shall be specifically enforceable.
- 2.03 Independent Contractor.** Contractor is an independent Contractor and does not act as City's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that City provides to City employees, including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Contractor's provision of Work, not the means, methods, or scheduling of the Contractor's work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under this Agreement. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as City's responsibility.
- 2.04 Indemnity/Liability.** Contractor shall defend (with counsel reasonably acceptable to City), indemnify and save harmless, to the fullest extent permitted by law, the City and all of its officers, directors, representatives, and employees, against all loss, cost, damage expense and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing

this Agreement. Notwithstanding any provision of this Agreement, City shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement or the Work. City's rights and remedies, whether under this Agreement or other applicable law, shall be cumulative and not subject to limitation.

- 2.05 Defective Work; Warranties.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all requirements of this Agreement, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to City for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the City's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.
- 2.06 Compliance with Laws; Conflict of Interests; Confidentiality.** Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Agreement to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. Any information, whether proprietary or not, made known to or discovered by Contractor during the performance of or in connection with this Agreement, will be kept confidential and not be disclosed to any other person (except as necessary to perform the Work). Contractor will immediately notify City in writing if it is requested to disclose any such information. These confidentiality provisions and limitations shall remain fully effective indefinitely after completion of the Work or termination of this Agreement.
- 2.07 Labor Compliance Monitoring and Enforcement.** The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code Section 1771.4. Contractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, in the following manner: 1) at least monthly; or 2) in a format prescribed by the Labor Commissioner. [Does not apply to projects of \$1000 or less, see Lab. Code 1771.]
- 2.08 Job Site Notices.** Contractor shall post job site notices as prescribed by regulation.
- 2.09 Contractor Registration Program.** Contractor acknowledges that it shall at all times remain registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
- 2.10 Termination; Suspension; Disputes.** City may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as City may determine in its sole discretion. City will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. City will compensate Contractor for extra costs resulting from such directives only to the extent that City issues such directives for its convenience and not due to Contractor's fault (but City shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for City's convenience.) Contractor shall continue its work throughout the course of any dispute, and Contractor's failure to continue work during a dispute shall be a material breach of this Agreement. All claims by Contractor against City shall be submitted in writing to City, and shall be governed by Public Contract Code Sections 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days.
- 2.11 Execution; Venue; Limitations.** This Agreement shall be deemed to have been executed in the City of Fort Bragg, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Fort Bragg, California. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.
- 2.12 Employee Wages; Records; Apprentices.** Contractor shall pay prevailing wages to its employees on any Agreement in excess of \$1,000.00 (one thousand dollars). Copies of the prevailing rate of per diem wages are on file

at City's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate payroll records of employees working in relation to this Agreement, and certify these records upon request, pursuant to Labor Code Section 1776. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to this Agreement. If this contract exceeds \$2,000.00 (two thousand dollars) and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.

- 2.13 Mandatory Contractor and Subcontractor Registration.** Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.
- 2.14 Worker's Compensation.** Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is 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 Contractor shall comply with such provisions before commencing the performance of the Work of this Agreement.
- 2.15 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.**
- A. If Contract Sum under the Agreement exceeds (or is expected to exceed) \$25,000, Contractor shall provide a construction performance bond in form attached hereto as Exhibit E – Construction Performance Bond, and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Exhibit F – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).
 - B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).
- 2.16 Earthwork and Underground Facilities.** If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify City in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of \$25,000, Contractor shall submit and City (or a registered civil or structural engineer employed by City) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between City and Contractor, City will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.
- 2.17 Skilled and Trained Workforce.** Contractor acknowledges and agrees that it shall comply with the requirements of California Public Contracts Code sections 2600 et seq., in its entirety and, in particular, those sections related to Skilled and Trained Workforce. By its execution of this agreement Contractor certifies and warrants that it is aware of the requirement of California Public Contracts Code section 2600 et seq. and its requirements as to a Skilled and Trained Workforce.

EXHIBIT C

INSURANCE

1. Commercial General Liability Insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **\$4,000,000** general aggregate and **\$2,000,000** each occurrence, subject to a deductible of not more than **\$1,000** payable by Contractor.
2. Business Automobile Liability Insurance with limits not less than **\$1,000,000** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **\$1,000** payable by Contractor.
3. Workers’ Compensation Employers’ Liability limits not less than **\$1,000,000** each accident, **\$1,000,000** per disease and **\$1,000,000** aggregate. Contractor’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation against the City of Fort Bragg, its officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
4. [Section Removed.]
5. [Section Removed.]
6. Insurance policies shall contain an endorsement containing the following terms:
 - 6.01 The City of Fort Bragg, its officers, directors, officials, agents, employees, and volunteers, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
 - 6.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.
 - 6.03 Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.
7. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation.
8. All policies of insurance shall be placed with insurers acceptable to City. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers’ compensation) must have an A. M. Best Company rating of **A-,VII** or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of City, warrant such increase. Contractor shall increase required insurance amounts upon direction by City.

EXHIBIT D

CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

EXHIBIT E

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **City of Fort Bragg**, a municipal corporation of the State of California (**City**) has awarded to **Mathew Phelps Enterprises, Inc. dba NorCal Foundation Support** as Principal (**Principal**), a Project Agreement dated the 10th day of August, 2021 (**Agreement**), titled **Installation of Push Piers/PolyLevel Foundation System for Water Treatment Plant Facility**, in the amount of **Thirty-two Thousand Four Hundred Seventy-one Dollars and Sixty-nine Cents (\$32,471.69)**, which Agreement is by this reference made a part hereof, for the work described as follows:
(Describe Agreement Work): Labor, materials, equipment, site supervision and installation of a Push Piers/PolyLevel Foundation system for the Water Treatment Plant Facility.
2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;
3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety are held and firmly bound unto City in the sum of 100% OF THE CONTRACT SUM (**\$32,471.69**) to be paid to City or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by City, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by City, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless City as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
6. Whenever Principal shall be and declared by City in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:
 - 6.01 Undertake through its agents or independent contractors, reasonably acceptable to City, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
 - 6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by City of the lowest responsible bidder, reasonably acceptable to City, arrange for a contract between such bidder and City and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by City to the Principal under the Agreement and any amendments thereto, less the amount City paid to Principal.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing City's rights against the others. Surety may not use Contractor to complete the Agreement absent City's written consent.
8. No right of action shall accrue on this bond to or for the use of any person or corporation other than City or its successors or assigns.
9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.

10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2021.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

EXHIBIT F

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **City of Fort Bragg**, a municipal corporation of the State of California (**City**) has awarded to **Mathew Phelps Enterprises, Inc. dba NorCal Foundation Support** as Principal (**Principal**), a Project Agreement dated the 10th day of August, 2021 (**Agreement**), titled **Installation of Push Piers/PolyLevel Foundation System for Water Treatment Plant Facility** in the amount of **Thirty-two Thousand Four Hundred Seventy-one Dollars and Sixty-nine Cents (\$32,471.69)**, which Agreement is by this reference made a part hereof, for the work described as follows:
(Describe Agreement Work): Labor, materials, equipment, site supervision and installation of a Push Piers/PolyLevel Foundation system for the Water Treatment Plant Facility.
2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, are held and firmly bound unto City in the sum of **100% OF THE CONTRACT SUM (\$32,471.69)**, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by City, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing City's rights against the other.
8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2021.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Street Address

City, State, Zip Code

Title

Street Address

City, State, Zip Code