

SECTION 01 41 00

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes: regulatory requirements applicable to Contract Documents.
- B. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
- C. Should any conditions develop not covered by the Contract Documents wherein the finished Work will not comply with current codes, a Change Order detailing and specifying the required Work shall be submitted to and approved by City before proceeding with the Work.

1.2 REFERENCES TO REGULATORY REQUIREMENTS

- A. Contractor shall comply with all codes, laws, ordinances, rules and regulations applicable to the Work, which shall have full force and effect as though printed in full in these Specifications. Code, laws, ordinances, rules and regulations are not furnished to Contractor, because Contractor is assumed to be familiar with these requirements.
 - 1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of federal, state, and local governmental agencies and jurisdictions having authority over the Project.
 - 2. Work shall be accomplished in conformance with all rules and regulations of public utilities and utility districts.
 - 3. Where such laws, ordinances rules, and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Contract Sum, except where changes in laws, ordinances, rules, and regulations occur subsequent to the time of opening of the Bids.
- B. Change Orders and Claims. The California Public Contract Code (including but not limited to Section 7105 (d)(2)) and the California Government Code (Section 930.2 et. seq.) apply to all contract procedures for changes, time extensions, change orders (time and money), and claims. Any change, alteration, Modifications, waiver, or omission to implement these procedures, shall have

no legal effect unless approved in advance in a fully executed Change Order approved in writing by City's legal counsel.

1.3 PRECEDENCE

- A. Where Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, Drawings and Specifications shall take precedence so long as such increase is legal.
- B. Where no requirements are identified on Drawings or in Specifications, comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.
- C. Conflicts between referenced regulatory requirements: Comply with the one establishing the more stringent requirement.
- D. Conflicts between referenced regulatory requirements and Contract Documents: Comply with the one establishing the more stringent requirement.

1.4 REQUIRED PROVISIONS ON CONTRACT CLAIM RESOLUTION

- A. The California Public Contract Code specifies required provisions on resolving contract claims less than \$375,000, which are set forth below, and constitute a part of this Contract.
 - 1. For the purposes of this Section, "Claim" means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by City. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under paragraph 12 of Document 00 72 00 (General Conditions) and be submitted in compliance with all requirements of Document 00 72 00, paragraph 12.
 - 2. A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim for purposes of this Section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under this Section by submitting a separate claim in compliance with Contract Documents claim submission requirements.
 - 3. Caution: This Section does not apply to tort claims and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code, Sections 900, et seq.

B. Procedure:

1. The Claim must be in writing, submitted in compliance with all requirements of Document 00 72 00, paragraph 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 00 72 00. Claims must be filed on or before the day of final payment. Nothing in this Section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 00 72 00, paragraph 12 or elsewhere in the Contract Documents.
2. For Claims of fifty thousand dollars (\$50,000) or less
 - a. City shall respond in writing within forty-five (45) days of receipt of the Claim, or
 - b. City may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims City may have against Claimant.
 - 1) If additional information is thereafter required, it shall be requested and provided in accordance with this Section, upon mutual agreement of City and Claimant.
 - 2) City's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
3. For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000:
 - a. City shall respond in writing within 60 days of receipt of the Claim, or
 - b. City may request in writing within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims City may have against Claimant.
 - 1) If additional information is thereafter required, it shall be requested and provided in accordance with this Section, upon mutual agreement of City and Claimant;
 - 2) City's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
4. Meet and Confer:
 - a. If Claimant disputes City's written response, or City fails to respond within the time prescribed above, Claimant shall notify City, in writing, either within fifteen (15) days of receipt of City's response or within fifteen (15) days of City's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand City will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

- b. Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim under Paragraph 1.4.B hereunder, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

1.5 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

- A. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state, and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits, or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents, or assigns shall constitute a material breach of the Contract Documents.

1.6 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

- A. In accordance with the provisions of California Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:
 1. At request and expense of Contractor, securities listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and City which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.
 2. Alternatively, Contractor may request and City shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for in Document 00 61 16 (Escrow Agreement for Security Deposit in lieu of Retention) for securities deposited by Contractor. Upon satisfactory completion of the Work as specified in the Contract Documents, Contractor shall receive from escrow agent all

securities, interest, and payments received by the escrow agent from City, pursuant to the terms of this Section. Pay to each Subcontractor, not later than twenty (20) Days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Contractor.

3. Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.
4. Enter into escrow agreement with Controller according to Document 00 61 16 (Escrow Agreement for Security Deposits in Lieu of Retention), as authorized under California Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.
5. California Public Contract Code Section 22300 is hereby incorporated in full by this reference.

**PART 2 – PRODUCTS
NOT USED**

**PART 3 - EXECUTION
NOT USED**

-END OF SECTION-

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