

SECTION 00001
TITLE PAGE

City of Sausalito
420 Litho St
Sausalito, CA 94965

PROJECT MANUAL

FOR THE

Sausalito City Hall
Council Chambers Restroom Construction Project

Bid Date: November 23, 2011

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SECTION 00100
ADVERTISEMENT TO BID

NOTICE IS HEREBY GIVEN that the City of Sausalito ("City"), California, acting through its City Council, hereinafter referred to as the City or City of Sausalito, will accept sealed bids for the award of the contract for the following public work:

Sausalito City Hall Council Chambers Restroom Construction Project
City Hall
Sausalito, Marin County, California

Each bid must conform to and be responsive to the contract documents and be submitted on a form furnished by the City of Sausalito. The project scope is **New Construction** of restrooms in space occupied by an existing kitchen. Schedule is estimated to be 2 months. Bidding documents contain the full description of the Work.

Bids due: Sealed Bids will be received by the City of Sausalito at its office located at 420 Litho St, Sausalito, CA 94965 **no later than:**

2:00 p.m. local time, on Wednesday, November 23, 2011.

The primary contact for this project is Loren Umbertis, telephone 415-289-4113, and email: lumbertis@ci.sausalito.ca.us

Procurement of bidding documents: With the exception of its website, the City of Sausalito will not be a distribution point for plans. Plans will be released as full sets only, no partial sets will be provided.

A Pre-Bid Conference will be held at the City Hall of Sausalito located at 420 Litho St., Sausalito, CA 94965 in the Conference Room adjacent to the City Council Chambers on Thursday, November 10, 2011 at 9:00 a.m

Bidders shall read and review the bid documents carefully, and shall familiarize themselves thoroughly with all requirements. Bid documents will be available for review at the pre-bid conference and job walk.

A bid bond or certified check in the amount of 10% of the bid is required. Within ten (10) days after issuance of the Notice to Proceed, the successful bidder shall furnish a Labor and Materials Payment Bond and Performance Bond, in an amount equal to 100% of the Contract amount. Bids shall not expire for a period of sixty (60) days from the bid date. Wage rates and restrictions on working days and times shall meet all requirements of the Labor Code of the State of California for public contract. The bidder may contact the Director of the Department of Industrial Relations, phone number (415) 703-4774, to obtain a schedule of the general prevailing wages applicable to the location and work to be done. The contractor and the contractor's subcontractor are responsible for compliance with the requirements of Section 1777.5 and 1777.6 of the Labor Code of the State of California regarding employment of apprentices.

The City of Sausalito will make a bid selection based on lowest responsible bidder meeting the minimum qualifications. If only one bid is received, the City of Sausalito reserves the right to negotiate with the responding contractor. If no bids are received, the City of Sausalito reserves the right to identify interested contractor(s) and negotiate directly without re-bidding.

The City of Sausalito is an equal opportunity employer.

Published: October 26, 2011

END OF SECTION

SECTION 00200

INSTRUCTIONS TO BIDDERS

Bids are requested for a general construction contract, or work described in general, as follows:

City Hall Council Chambers Restroom Construction Project

RECEIPT OF BIDS. Sealed Bids will be received by the City of Sausalito at their office (see paragraph 2 below) by 2:00 p.m. local time, on Wednesday, November 23, 2011. **All Bids will be time stamped to reflect their submittal time.**

2. CONTACT INFORMATION:

Mailing address:
City of Sausalito
c/o Loren Umbertis
420 Litho St
Sausalito, CA 94965

Email Address:
lumbertis@ci.sausalito.ca.us

Telephone:
(415) 289-4113

3. **BID SUBMISSION.** Bidder should mark its Bid envelopes as "BID FOR THE CITY OF SAUSALITO CITY HALL COUNCIL CHAMBERS RESTROOM CONSTRUCTION PROJECT." Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of City of Sausalito made as part of Bid prior to submission of Bid. Bidder's failure to submit all required documents strictly as required entitles City of Sausalito to reject the Bid as non-responsive.

4. **CONTENTS OF ENVELOPE A – BID PRICE:** Envelope A shall include the following:
SECTION 00400 (Bid Form) completed in accordance with paragraph 6 of this Section 00200.

5. **CONTENTS OF ENVELOPE B – BIDDER QUALIFICATIONS.** Envelope "B" shall include:
SECTION 00200 Bid security supplied and completed in accordance with paragraph 7 of this Section 00200.
SECTION 00420 (Bidder Registration and Safety Experience Form)
SECTION 00430 (Subcontractors List) in accordance with paragraph 8 of this Section 00200 and Section 00430 (Subcontractors List).
SECTION 00460 (Schedule of Major Equipment and Material Suppliers). Bidder must complete this form as indicated.
SECTION 00481 (Non-collusion Affidavit).
SECTION 00485 (Key Personnel)

6. **REQUIRED BID FORMS.** All Bidders must submit Bids using, where applicable, documents supplied in this Project Manual, including without limitation Section 00400 (Bid Form), Section 00430 (Subcontractors List), Section 00460 (Schedule of Major Equipment and Material Suppliers), and Section 00481 (Non-collusion Affidavit) and Section 00485 (Key Personnel). The City of Sausalito will reject as non-responsive any Bid not submitted on the required forms. Bids must be full and complete. Bidders must complete all Bid items and supply all information

required by Bidding Sections. City of Sausalito reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders may not modify the Bid Form or qualify their Bids. Bidders must submit clearly and distinctly written Bids. Bidders must clearly make any changes in their Bids by crossing out original entries, entering new entries, and initialing new entries. City of Sausalito reserves the right to reject any Bid not clearly written.

7. REQUIRED BID SECURITY. Bidders must submit with their Bids either cash, a cashier's check, or certified check from a responsible bank in the United States, or corporate surety bond furnished by a surety authorized to do business in the State of California, of not less than ten percent of amount of Bid, payable to City of Sausalito. All Bidders choosing to submit a surety bond must submit it on the required form, Section 00411 (Bond Accompanying Bid). City of Sausalito will reject as non-responsive any Bid submitted without the necessary Bid security.

The City of Sausalito may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of 90 Days after award or full execution of the Contract, whichever first occurs. Upon full execution of the Contract, and upon request by Bidder, City of Sausalito will return to the respective unsuccessful Bidders their Bid securities and Bid bonds.

8. REQUIRED SUBCONTRACTORS LIST. All Bidders must submit with their Bids the required information on all Subcontractors in Section 00430 (Subcontractors List) for those Subcontractors who will perform any portion of the Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings confined in the plans and specifications, in excess of one half of one percent of total Bid. Violation of this requirement may result in Bid being deemed non-responsive and not being considered.

9. PRE-BID SITE VISIT. City of Sausalito will conduct a Pre-Bid Site Visit in the Conference Room adjacent to the City Council Chambers on Thursday, November 10, 2011 at 9:00 a.m. Bidders are encouraged to submit written questions in connection with the Site Visit. The City of Sausalito will transmit to all parties recorded as having received Bidding documents such Addenda as City of Sausalito in its discretion considers necessary in response to written questions. Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective. Other Pre-Bid Site visits may be scheduled at City of Sausalito's sole discretion, depending on staff availability.

10. OTHER REQUIREMENTS PRIOR TO BIDDING. Submission of Bid signifies Bidder's careful examination of Bidding Documents and complete understanding of the nature, extent, and location of Work to be performed. As a condition to Bidding, Bidder must complete tasks listed in Section 00520 (Agreement), Article 5. Submission of Bid shall constitute Bidder's express representation to the City of Sausalito that Bidder has fully completed these tasks.

11. EXISTING DRAWINGS AND GEOTECHNICAL DATA. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work) by giving City of Sausalito reasonable advance notice, as well as applicable environmental assessment information (if any) regarding the Project. Section 00320 (Geotechnical Data, Existing Conditions and Hazardous Materials Surveys) applies to all supplied existing conditions information and geotechnical reports and all other information supplied regarding existing conditions either above ground or below ground. Documents available for onsite review at the City of Sausalito, 420 Litho Street, Sausalito, CA and the City's website, www.ci.sausalito.ca.us.

12. ADDENDA. Bidders must direct all questions about the meaning or intent of Bidding Documents to City of Sausalito Representative in writing. Interpretations or clarifications considered necessary by City of Sausalito in response to such questions will be issued by Addenda mailed, faxed, or delivered to all parties recorded by City of Sausalito as having received Bidding Documents. Addenda will be written and will be issued to each bid to the address or fax number supplied City of Sausalito by Bidder. City of Sausalito may not answer questions received less than ten days prior to the date for opening Bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Sausalito. Addenda shall be acknowledged by

number with signature in Section 00400 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from City of Sausalito.

13. SUBSTITUTIONS. Bidders must base Bids on products and systems specified in Contract Documents or listed by name in Addenda. Except as provided below, City of Sausalito will consider substitution requests on for “or equal items.” Bidders wanting to use “or equal” item(s) may submit Section 00660 (Substitution Request Forms) items no later than 15 days before the due date for City of Sausalito receiving Bids. After that date, the City of Sausalito may accept “or equal” substitution requests from the contractor awarded the project. To assess “or equal” acceptability of product or system, submittals of substitutions shall contain the information required in Section 00660 (Substitution Request Forms) and set forth in Section 01600 (Product Requirements). Insufficient information will be grounds for rejection of substitution. City of Sausalito shall, within a reasonable period of time after having received a request for substitution, issue in writing its decision as to whether the proposed substitute item is an “or equal” item. City of Sausalito’s decision shall be conclusive on all Bidders.

Approved substitutions shall be listed in Addenda and become part of contact Documents. Substitutions may be requested after submitting Bids and Award of contact only in accordance with requirements specified in Section 01600 (Product Requirements).

14. WAGE RATES. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by Director of the State of California Department of Industrial Relations, are available through the Dept. of Industrial Relations and are deemed included in the Bidding Documents. Upon request, City of Sausalito will make available copies to any interested party. Also, Contractor shall post the applicable prevailing wage rates at the site.

15. EQUAL EMPLOYMENT OPPORTUNITY. Contractor shall comply with all applicable federal, site, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.

16. BID OPENING. City of Sausalito will open all Bidders’ Envelopes “A” immediately following bid, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein. City of Sausalito will not open Envelopes “B” publicly, and except for the Apparent Low Bidder’s Envelope “B” (or as otherwise provided in this Section 00200), they will be returned to the bidder unopened.

17. DETERMINATION OF APPARENT LOW BIDDER (Envelope “A”). Apparent Low Bid will be based solely on the total amount of all Bid items (including any alternates as designated by the City of Sausalito) based on assumptions contained in Section 00400 (Bid Form). All Bidders are required to submit Bids on all Bid items (including any alternates as designated by the City of Sausalito).

18. SECTION DELETED

19. BID EVALUATION. City of Sausalito may reject any or all Bids and waive any informalities or minor irregularities in the Bids. City of Sausalito also reserves the right, in its discretion, to reject any or all Bids and to re-bid the Project. City of Sausalito reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if City of Sausalito believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City of Sausalito. For purposes of this paragraph, an “unbalanced Bid” is one having nominal prices for some work items and enhanced prices for other work items. In evaluating Bids, City of Sausalito will consider Bidders’ qualifications, whether or not the Bids comply with the prescribed requirements, omit prices and other data, as may be requested in Section 00400 (Bid Forms) or prior to the Notice of Award.

The City of Sausalito may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, suppliers and other persons and organizations as City of Sausalito deems necessary to assist in the evaluation of any Bid; ability qualifications, financial ability proposed Subcontractors, suppliers, and to establish

Bidder's responsibility, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to City of Sausalito's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing. City of Sausalito shall have the right to consider information provided by sources other than Bidder. City of Sausalito shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.

Discrepancies between the multiplication of units of Work and limit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.

Quantities stated in the Bidding Documents are approximate only and are subject to correction upon final measurement of the Work, and are subject further to the rights reserved by the City of Sausalito to increase or diminish the amount of work under any classification as advantages to design or construction needs require. City of Sausalito may determine whether a Bidder is qualified in its sole discretionary judgment.

20. AWARD. If the contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Following completion of all required City of Sausalito procedures and receipt of all City of Sausalito approvals, City of Sausalito will issue Section 00510 (Notice of Award) to successful Bidder.

21. BID PROTEST. Any Bid protest must be submitted in writing to the City of Sausalito's offices, before 5:00 p.m. of the fifth calendar day following opening of Bidder's Envelopes.

The initial protest document must contain a complete statement of the basis for the protest. The protest must refer to the specific portion of the document that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.

Only Bidders who the City of Sausalito otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, City of Sausalito may open and evaluate information contained in any protesting Bidder's Envelope "B" and conduct the same investigation and evaluation as City of Sausalito is entitled to take regarding an of Apparent Low Bidder. Any such opened Envelope "B" shall also be subject to all provisions of paragraph 19 above.

The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

22. POST-NOTICE OF AWARD REQUIREMENTS. After Notice of Award, the successful Bidder must execute and submit the following documents as indicated below. Submit the following documents to City of Sausalito by 4:00 p.m. of the 10th day following Notice of Award. Execution of Contract by City of Sausalito depends upon approval of these documents: Section 00520 (Agreement): To be executed by successful Bidder. Submit four originals, each bearing an original signature. Section 00610 (Construction Performance Bond): To be executed by successful Bidder and surety, in the amount set forth in Section 00610 (Construction Performance Bond). Submit one original. Section 00620 (Construction Labor and Material Payment Bond): To be executed by successful Bidder and surety, in the amount set forth in Section 00620 (Construction Labor and Material Payment Bond). Submit one original. Insurance certificates and endorsements required by Section 00700 (General Conditions) Article 4. Submit

one original set. The Guaranty in the form set forth in Section 00630 (Guaranty). Submit four originals, each bearing an original signature.

City of Sausalito shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. City of Sausalito may elect to extend the time to receive performance and labor and material payment bonds. Successful Bidder's failure to submit the documents required herein, in a proper and timely manner, entitles City of Sausalito to rescind its award, and to cause Bidder's Bid security to be forfeited as provided herein.

23. FAILURE TO EXECUTE AND DELIVER DOCUMENTS. If Bidder to whom contact is awarded shall, within the period described in paragraph 24a of this Section 00200, fail or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, City of Sausalito may, in its sole discretion, foreclose on Bidder's deposit surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages City of Sausalito may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of City of Sausalito's damages. In addition, upon such failure City of Sausalito may determine the next Apparent Low Bidder and proceed accordingly.

24. MODIFICATION OF COMMENCEMENT OF WORK. City of Sausalito expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to the Project.

25. WITHDRAWAL OF BIDS. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Section 00200, only by written request for the withdrawal of Bid filed with the City of Sausalito's representative. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit the City of Sausalito to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.

26. PUBLIC RECORDS ACT REQUESTS. In conformance with the Public Records Act, the City of Sausalito will make available to the public Bidder's SOQ (if Bidder's Envelope "B" is opened), all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures of this Section 00200, and all subsequent Bid evaluation information. All submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, City of Sausalito will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Bidder (including but not listed to the SOQ). Any such trade secrets or proprietary financial information that a Bidder believes should be exempted from disclosure shall be specifically identified and identified as such. Blanket-type identification by designating whole makes or section shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

Upon a request for records regarding this Bid, City of Sausalito shall notify Bidder involved within ten days from receipt of the request of a specific date when the records will be made available for inspection. If the Bidder timely identifies any impropriety, trade secret, or confidential commercial or financial information that Bidder determines is not subject to public disclosure and requests City of Sausalito to refuse to comply with the records request, Bidder shall take all appropriate legal action and defend City of Sausalito's refusal to produce the information in all forums; otherwise, City of Sausalito will make such information available to the extent required by applicable law, without restriction.

Information disclosed in the SOQ (if Envelope "B" is opened) and the attendant submissions are the property of City of Sausalito unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

27. CONFORMED CONSTRUCTION DOCUMENTS. Following Award of Contract, City of Sausalito will prepare a conformed set of Contract Documents reflecting Addenda issued during bidding, which will, failing objection, constitute the approved set of Contract Documents.

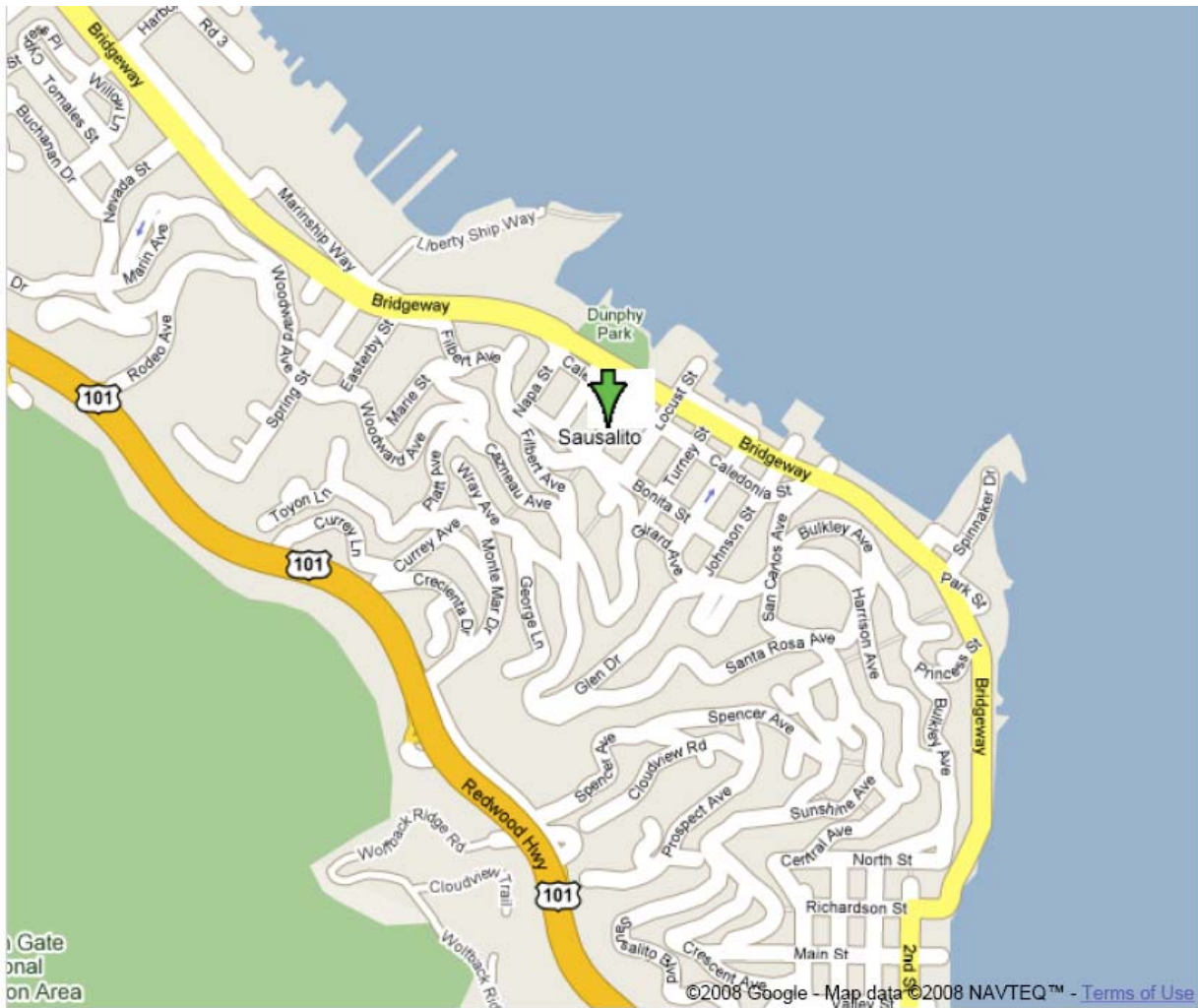
28. DEFINITIONS. All abbreviations and definitions of terms used in this Section 00200 are set forth in Section 01420 (References and Definitions).

END OF SECTION

Article I. **SECTION 00201**

Article II. **BID SUBMITTAL VICINITY MAP**

Sausalito City Hall
Office of the City Clerk
420 Litho St
Sausalito, CA 94965
Attn: Debbie Pagliaro



SECTION 00210

Article III. **INDEMNITY AND RELEASE AGREEMENT**

Dated _____

POTENTIAL BIDDER: _____

LOCATION: City of Sausalito

SITE: [_____]

PROJECT: THE City Hall Chambers Restroom Project PROJECT

In consideration of the above-referenced City of Sausalito's permitting the undersigned potential bidder ("Bidder") to have access to, and to conduct investigations, tests and/or inspections on, the Site, B. adder hereby agrees as follows:

1. To the greatest extent permitted by law, Bidder hereby releases, and shall defend, indemnify and hold harmless City of Sausalito, and its officers, employees, consultants (including without limitation Consulting Architect/Engineer), representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney's fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Bidder or any of Bidder's officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of City of Sausalito or by any released and indemnified party.
2. Bidder shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder, and comply with and be subject to all other requirements and obligations described or referenced in Section 00320 (Geotechnical Data and Existing Conditions).
4. Attached hereto (or to be delivered separately before Bidder's visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of Section 00700 (General Conditions)
5. Although this Indemnity and Release Agreement is not a Contract document (see Section 00520 [Agreement]), it shall be fully effective and binding regardless of whether Bidder submits a Bid for the subject Project, is awarded a contract for the Project or otherwise.

Name of Bidder

By: _____
Signature

By: _____
Signature

Its: _____
Title (If Corporation: Chairman, President or Vice President)

Its: _____
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

END OF SECTION

SECTION 00320
REPORTS, SURVEYS AND EXISTING CONDITIONS

1. SUMMARY

This Section 00320 sets forth the terms and conditions under which Bidder may review, study, use, or rely upon existing geotechnical data at or contiguous to the Site, hazardous materials surveys and existing conditions information concerning existing conditions at or contiguous to the Site, as required in 00520.

2. REPORTS AND INFORMATION

A. Bidders may inspect geotechnical reports, hazardous materials surveys and other information regarding existing conditions available at the City of Sausalito's office, and may obtain copies at cost or reproduction and handling upon Bidder's payment or in costs. These reports, documents and other information, are not part of the Contract Documents. Nevertheless, by submitting a Bid, Bidder accepts full responsibility for reviewing, knowing and understanding the contents of all of these materials.

The City of Sausalito, and its consultants have prepared documents providing a general description of the Site and locations of hazardous materials subject to the Work. These documents consist of surveys included in or with this Project Manual, or made available for review and copying. The surveys are the following:

- (i) Asbestos and Lead Based Paint Assessment

3. USE OF INFORMATION ON EXISTING CONDITIONS

A. Above Ground Existing Conditions. Under no circumstances shall City of Sausalito be deemed to make a warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by City of Sausalito regarding existing conditions. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding existing conditions supplied by City of Sausalito.

LIMITED RELIANCE PERMITTED ON CERTAIN INFORMATION

A. Asbestos and Lead Based Paint Data. Except as expressly set forth in this Section 00320, the City of Sausalito does not warrant, and makes no representation regarding, the accuracy or thoroughness of any asbestos and lead based paint data. Bidder represents and agrees that in submitting its Bid, it is not relying on any such data supplied by City of Sausalito, except as specifically set forth herein.

B. Bidder may rely upon the general accuracy of the "technical data" contained in the report(s) and drawings identified above, but only insofar as it relates to the specific material samples tested. Bidder shall conduct at its sole cost and expense any independent investigation(s) required of it or warranted in its judgment prior to demolition or generation of waste materials, or work that could result in worker or community exposure to lead based paint, and identify to the City any discrepancies. The term "technical data" in the referenced reports and drawings shall be limited as follows:

1. The term "technical data" shall include actual reported sample locations, and reported concentrations of asbestos or lead.
2. The term "technical data" does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to the work.
3. The term "technical data" shall not include the location of Underground Facilities.
4. Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the "technical data" contained in such reports or drawings.
5. Bidder is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information contained in supplied information.

END OF SECTION

SECTION 00400
BID FORM

To be submitted as part of bid by the time and date specified in Section 00200 (Instructions to Bidders), paragraph 1.

TO THE CITY COUNCIL OF THE CITY OF SAUSALITO

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

RE: CITY HALL COUNCIL CHAMBERS RESTROOM CONSTRUCTION PROJECT

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Sausalito ("City of Sausalito") in the form included in the Contract Documents, Section 00520 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Section 00100 (Advertisement for Bids), and Section 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 Days after the day of Bid opening.

3. In submitting this Bid, Bidder represents:

(a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum No.	Addendum Date	Signature of Bidder

(b) Bidder has visited the Site and performed tasks, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Section 00520 (Agreement), Article 5.

Bidder has given City of Sausalito prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City of Sausalito is acceptable to Contractor.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items must be filled in completely. Section 01100 (Summary of Work) describes the scope of work to be performed under this contract. Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	BID PRICE
1	All Work	\$
		\$

Total Bid Price: _____
(Words)

5. The low bidder will be determined by the sum of base bid.
6. The undersigned Bidder understands that City of Sausalito reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Section 00400 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Section 00200 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Section 00520 (Agreement), Section 00610 (Construction Performance Bond), and Section 00620 (Construction Labor and Material Payment Bond).
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Section 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the total of Bid and made payable to "City of Sausalito".
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Section 00700 (General Conditions) and to complete all work within the time specified in Section 00520 (Agreement). The undersigned Bidder acknowledges that City of Sausalito has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges City of Sausalito has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.

11. The undersigned Bidder agrees that, in accordance with Section 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified shall be as set forth in Section 00520 (Agreement).

12. The names of all persons interested in the foregoing Bid as principals are:
(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

NAME OF BIDDER: _____
licensed in accordance with the act for the registration of Contractors, and with
License Number: _____
Expiration: _____

Where incorporated
(if applicable): _____

Principals _____

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Bidder: _____

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

Officers authorized to sign contracts: _____

Telephone Number(s): _____

Fax Number(s): _____

E-Mail address: _____

Federal ID Number:

Date of Bid:

END OF SECTION

SECTION 00411
BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned [] as Principal and the undersigned as Surety are held and firmly bound unto the THE CITY OF SAUSALITO ("City of Sausalito"), as obligee, in the penal sum of [] Dollars [(\$)] lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal []'s base Bid plus accepted Alternates, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for City of Sausalito CITY HALL COUNCIL CHAMBERS RESTROOM CONSTRUCTION PROJECT.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under Section 00200 (Instructions to Bidders), then this obligation for the Bid Bond shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this [] day of [], 2011.

(Corporate Seal)

By

Principal

Surety

(Corporate Seal)

By

Attorney in Fact

END OF SECTION

SECTION 00420

BIDDER REGISTRATION AND SAFETY EXPERIENCE FORM

- a.
- b. INSTRUCTIONS**

In order to register to undertake work for the City of Sausalito Bidder must provide the following:

- 1) Fill out this registration form completely; do not leave blanks.
- 2) Provide certificates of insurance complying with paragraph 4.2 of Section 00700 (General Conditions).

- c. INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License #: _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

Type of Business: _____ Sole Proprietor _____ Partnership _____ Non-Profit 501 C3 _____ Corporation
_____ Other (please explain _____)

- d. INSURANCE

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Automotive Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limit \$: _____

A.M. Best Rating: _____

All-Risk Course of Construction:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limit \$: _____

A.M. Best Rating: _____

Professional Liability (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limit \$: _____ A.M. Best Rating: _____

Environmental Impairment Liability (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____ Policy Number: _____

Policy Limit \$ _____ A.M. Best Rating: _____

- e.
- f. SAFETY EXPERIENCE

The following statements as to safety experience of Bidder are submitted with Bid, as part thereof, and Bidder guarantees the truthfulness and accuracy of the information.

1. List Bidder's Interstate Experience Modification Rate for the last three years.

2003: _____
 2002: _____
 2001: _____

2. Use Bidder's last year's Cal/OSHA 200 log to fill in the following:

- a. Number of lost workday cases _____
- b. Number of medical treatment cases _____
- c. Number of fatalities _____

3. Employee hours worked last year _____

4. State the name of Bidder's safety engineer/manager or Site Safety Officer:

Attach a resume or outline of this individual's safety and health qualifications and experience.

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES THE City of Sausalito AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

SIGNATURE

DATE

END OF SECTION

SECTION 00460
SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS

The undersigned Bidder represents that, if awarded the Contract, the items of major equipment and materials specified below will be supplied by the manufacturers or suppliers specified below. By so indicating, bidder warrants that the equipment and materials manufacturer and/or supplied by the named manufacturer or supplier will be provided on the Project.

Pursuant to Section 3400 of the Public Contract Code the following materials, products, equipment, or systems are now in use on the particular public improvement described as City of Sausalito. At each instance in these specifications that said designated materials, products, equipment or systems are designated by the brand name(s), listed below, they are so designated to match the existing finishes or maintain compatibility and continuity in functionality, controls and / or replacement parts that are in place at the City of Sausalito. The Contractor will furnish and apply only these brands of designated materials, products, equipment or systems, and no substitutions shall be deemed to be "or equal" or allowed.

Item	Manufacturer or Supplier
[]	_____
[]	_____
[]	_____
[]	_____
[]	_____
[]	_____
[]	_____
[]	_____
[]	_____
[]	_____
[]	_____

Add additional lines if necessary.

Bidder: _____

SIGNATURE

DATE

END OF SECTION

SECTION 00485

KEY PERSONNEL

The Contractor for the Project has committed the following personnel to the Project. Resumes are attached for all non-prequalified personnel. All non-prequalified personnel are subject to approval from the City of Sausalito. Also, the Contractor acknowledges that any changes from the committed personnel are subject to pre-approval from the City of Sausalito. Contractor understands that Notice to Proceed may not be issued until all applicable personnel have been approved.

Project Manager: _____
(Please print)

Superintendent: _____
(Please print)

END OF SECTION

SECTION 00505
NOTICE OF INTENT TO AWARD FOR CONSTRUCTION

DATE POSTED: _____

PROJECT TITLE: SAUSALITO CITY HALL COUNCIL CHAMBERS RESTROOM CONSTRUCTION PROJECT

The Director of Public Works of the City of Sausalito, intends to recommend to the **City Council of the City of Sausalito** on [Enter Date], the award of the above-referenced project to [Company Name] for the Construction of the Council Chambers Restrooms for an amount of \$XXX,XXX.xx

If approved, a formal Notice of Award will be issued.

SIGNATURE _____ DATE ____

Jonathon Goldman
[Name]

Director of Public Works
[Title]

City of Sausalito

END OF SECTION

SECTION 00510
Notice of Award

Dated: [Enter Date]

TO: Company Name _____
ADDRESS: Company Address _____
CONTRACT NO.: _
CONTRACT FOR:

THE SAUSALITO CITY HALL COUNCIL CHAMBERS RESTROOM CONSTRUCTION PROJECT

The Contract Sum of your contract is [write down construction value] Dollars and no/100 (\$_xxx,xxx.xx_).

- 2) Five copies of each of the proposed Contract Documents (except Specifications and Drawings) accompany this Notice of Award. Three sets of Specifications and Drawings will be delivered separately or otherwise made available to you immediately.
- 3) You must comply with the following conditions by 3:00 p.m. on **[Enter date]**,
 - a) Deliver to City of Sausalito two fully executed counterparts of Section 00520 (Agreement). Each of the Contract Documents must bear your signature on the cover page.
 - b) Deliver to City of Sausalito one original Section 00610 (Construction Performance Bond), executed by you and your surety.
 - c) Deliver to City of Sausalito one original Section 00620 (Construction Labor and Material Payment Bond), executed by you and your surety.
 - d) Deliver to City of Sausalito one original set of the insurance certificates with endorsements required under Section 00700 (General Conditions).
 - e) Deliver to City of Sausalito two original copies of Section 00630 (Guaranty), each executed by you.
- 4) Failure to comply with these conditions within the time specified will entitle City of Sausalito to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
- 5) Within 10 Days after you comply with the conditions in paragraph 2 of this section 00510, City of Sausalito will return to you one fully signed counterpart of Section 00520 (Agreement) with the Contract Documents.
- 6) Upon commencement of the Work, you and each of your Subcontractors shall certify and make available for inspection payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with Section 1776 of the California Labor Code.
- 7) Send all of the required above listed items to The City of Sausalito, 420 Litho St, Sausalito, CA 94965, to the attention of Jonathon Goldman.

CITY OF SAUSALITO ("City of Sausalito")

BY: _____
Jonathon Goldman
Director of Public Works

END OF SECTION

SECTION 00520
AGREEMENT

THIS AGREEMENT, dated this ____ day of _____, 2011, by and between **[Name of Contractor]** whose place of business is located at _____, _____ **[Address of Contractor]** ("Contractor"), and the CITY OF SAUSALITO ("City of Sausalito") acting under and by virtue of the authority vested in the City of Sausalito by the laws of the State of California.

WHEREAS, City of Sausalito, by its Resolution No. _____ adopted on the ____ day of _____ awarded to Contractor the following contract:

THE SAUSALITO CITY HALL COUNCIL CHAMBERS RESTROOM CONSTRUCTION PROJECT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and City of Sausalito agree as follows:

Article 1. Work

Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. City of Sausalito's Representative, Architect or Construction Manager

All notices or demands to City of Sausalito under the Contract Documents shall be submitted to the City of Sausalito's Representative in writing at:

Jonathon Goldman
Director of Public Works
City of Sausalito
420 Litho St.
Sausalito, CA 94965-1933

or to such other person(s) and address(es) as City of Sausalito shall provide to Contractor.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time.

Contractor shall commence Work at the Site on the date established in the Notice to Proceed. City of Sausalito reserves the right to modify or alter the Commencement Date of the Work.

Contractor shall achieve Substantial Completion of the entire Work within **60 calendar** days from the date when the Contract Time commences to run as provided in Section 00700 (General Conditions). Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Section 01770 (Contract Closeout) within **60** calendar days from the date of acceptance of Substantial Completion to run as provided in Section 00700 (General Conditions).

3.2 Liquidated Damages.

City of Sausalito and Contractor recognize that time is of the essence of this Agreement and that City of Sausalito will suffer financial loss if all or any part of the Work is not completed including consequential loss of use and disruption of normal operations within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Article 15 of Section 00700 (General Conditions),

Contractor and City of Sausalito agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by City of Sausalito because of a delay in completion of all or any part of the Work. Accordingly, City of Sausalito and Contractor agree that as liquidated damages for delay Contractor shall pay City of Sausalito:

\$500.00 for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by City of Sausalito resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by City of Sausalito as a result of delay or costs of substitute facilities. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective Work, lost revenues or damages suffered by others who then seek to recover their damages from City of Sausalito (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

City of Sausalito shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as follows:

\$XXX,XXX,XXX.XX

Article 5. Contractor's Representations

In order to induce City of Sausalito to enter into this Agreement, Contractor makes the following representations and warranties:

5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

5.2 Contractor has given City of Sausalito prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the written resolution thereof through Addenda issued by City of Sausalito is acceptable to Contractor.

Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein.

Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.* in Section 00430

Article 6. Contract Documents

Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

The entirety of Division 00, including:

- Document 00510 Notice of Award
- Document 00520 Agreement
- Document 00550 Notice to Proceed
- Document 00610 Construction Performance Bond
- Document 00620 Construction Labor and Material Payment Bond
- Document 00630 Guaranty
- Document 00650 Agreement and Release of Any and All Claims
- Document 00660 Substitution Request Form
- Document 00700 General Conditions
- Document 00800 Supplementary Conditions
- Document 00805 Supplementary Conditions – Hazardous Materials
- Document 00821 Insurance
- Document 00822 Apprenticeship Program
- Document 00910 Addenda

The Entirety of Division 01
Drawings and Specifications as attached and referred

6.2 The Contract Documents may only be amended, modified or supplemented as provided in Section 00700 (General Conditions).

Article 7. Miscellaneous

7.1 Terms used in this Agreement are defined in Section 00700 (General Conditions) and Section 01420 (References and Definitions) and will have the meaning indicated therein.

It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of City of Sausalito or acting as an employee, agent, or representative of City of Sausalito, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the City of Sausalito is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.*

In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time City of Sausalito tenders final payment to Contractor, without further acknowledgment by the parties.

Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are

deemed included in the Contract Documents by reference and on file at City of Sausalito's office, and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, 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 the Contract Documents.

Contractor and each of Contractor's subcontractors agrees to complete and verify construction reports on a form prescribed by the Division of the State Architect and to file the reports no less than quarterly during construction as required by Title 24; at the completion of the Work; at the suspension of work for a period of more than one month; whenever the services of Contractor or any of Contractor's subcontractors are terminated for any reason; and at any time a special verified report is required by the Division of the State Architect.

Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Marin, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Marin County. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue. Contractor accepts the Claims Procedure in Section 00700, Article 12, established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CITY OF SAUSALITO:
CITY OF SAUSALITO

CONTRACTOR:
[Contractor's name]

By: _____

By: _____
Signature

END OF SECTION

SECTION 00550
NOTICE TO PROCEED

Dated: _____, 2011

To: _____
(Contractor)

Address: _____

CONTRACT FOR:
THE SAUSALITO CITY HALL COUNCIL CHAMBERS RESTROOM CONSTRUCTION PROJECT

You are notified that the Contract Time under the above Contract will commence to start on _____ 2011. Contractor shall achieve Substantial Completion of the entire Work within **60 Calendar** days from the date when the Contract Time commences. Contractor shall achieve Final Completion within **60** calendar days from the date of acceptance of Substantial Completion.

BEFORE YOU MAY START ANY WORK AT THE SITE, YOU MUST:

Submit certified Safety Program and related information, and comply with all requests of/by, the City of Sausalito's safety officer or designated Representative.
Submit copies of applicable permits.
Attend preconstruction conference. The preconstruction conference shall be arranged by the City of Sausalito's Representative.

City of Sausalito

By : _____
Jonathon Goldman
Director of Public Works

END OF SECTION

SECTION 00610
CONSTRUCTION PERFORMANCE BOND

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated _____, is in the penal sum of _____ [which is one hundred percent of the Contract Price], and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 12, attached to this page. Any singular reference to _____ ("Contractor"), _____ ("Surety"), City of Sausalito ("City of Sausalito") or other party shall be considered plural where applicable.

CONTRACTOR:	SURETY:
Name	Name
Address	Principal Place of Business
City/State/Zip	City/State/Zip

CONSTRUCTION CONTRACT:

THE SAUSALITO CITY HALL COUNCIL CHAMBERS RESTROOM CONSTRUCTION PROJECT

at Sausalito, California.

DATED _____, 2011 in the Amount of \$_____ (the "Penal Sum")

CONTRACTOR AS PRINCIPAL Company: (Corp. Seal)	SURETY Company: (Corp. Seal)
Signature: _____	Signature: _____
Name and Title: _____	Name and Title: _____

BOND TERMS AND CONDITIONS

5. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City of Sausalito for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
6. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
7. If there is no City of Sausalito Default, Surety's obligation under this Bond shall arise after:
 - 3.1 City of Sausalito has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 City of Sausalito has agreed to pay the Balance of the Contract Sum:

3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or

3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.

8. When City of Sausalito has satisfied the conditions of paragraph 3, Surety shall promptly (within 30 days) and at Surety's expense elect to take one of the following actions:

4.1 Arrange for Contractor, with consent of City of Sausalito, to perform and complete the Construction Contract (but City of Sausalito may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without City of Sausalito's consent; or

4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to City of Sausalito for a contract for performance and completion of the Construction Contract, and, upon determination by City of Sausalito of the lowest responsible bidder, arrange for a contract to be prepared for execution by City of Sausalito and the contractor selected with City of Sausalito's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to City of Sausalito the amount of such excess; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with City of Sausalito, determine in good faith its monetary obligation to City of Sausalito under paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to City of Sausalito with full explanation of the payment's calculation. If City of Sausalito accepts Surety's tender under this paragraph 4.4, City of Sausalito may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If City of Sausalito disputes the amount of Surety's tender under this paragraph 4.4, City of Sausalito may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.

9. If Surety does not proceed as provided in paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten days after receipt of an additional written notice from City of Sausalito to Surety demanding that Surety perform its obligations under this Bond. At all times City of Sausalito shall be entitled to enforce any remedy available to City of Sausalito at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, advance critical work to mitigate schedule delay, or coordinate work with other consultants or contractors.

10. Surety's monetary obligation under this Bond is limited by the Amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:

6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;

6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by

non-performance of the Construction Contract including, but not limited to, all valid and proper back charges, offsets, payments, indemnities, or other damages;

6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).

11. No right of action shall accrue on this Bond to any person or entity other than City of Sausalito or its successors or assigns.

12. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required there under, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.

13. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City of Sausalito and Contractor regarding the Construction Contract, or in the courts of the County of Marin or in a court of competent jurisdiction in the location in which the work is located. Communications from City of Sausalito to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under paragraph 3.2 of this Bond unless expressly stated otherwise.

14. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City of Sausalito shall be mailed or delivered as provided in Section 00520 (Agreement). Actual receipt of notice by Surety, City of Sausalito or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

15. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein.

16. Definitions.

12.1 Balance of the Contract Sum: The total amount payable by City of Sausalito to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.

12.2 Construction Contract: The agreement between City of Sausalito and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Section 00700 (General Conditions).

12.4 City of Sausalito Default: Material failure of City of Sausalito, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF SECTION

Section 00610

SECTION 00620
CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND ("Bond") is dated _____, is in the _____ penal _____ sum _____ of

_____ [one hundred percent of the Contract Price], and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 13, attached to this page. Any singular reference to _____ ("Contractor"), _____ ("Surety"), the City of Sausalito ("City of Sausalito") or other party shall be considered plural where applicable.

CONTRACTOR:	SURETY:
Name	Name
Address	Principal Place of Business
City/State/Zip	City/State/Zip

CONSTRUCTION CONTRACT:

THE SAUSALITO CITY HALL COUNCIL CHAMBERS RESTROOM CONSTRUCTION PROJECT

at Sausalito, California.

DATED _____, 2011 in the Amount of \$_____ (the "Penal Sum")

CONTRACTOR AS PRINCIPAL Company: (Corp. Seal)	SURETY Company: (Corp. Seal)
Signature: _____	Signature: _____
Name and Title: _____	Name and Title: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City of Sausalito and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to City of Sausalito, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless City of Sausalito from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided City of Sausalito has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no City of Sausalito Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. City of Sausalito shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed there under, or materials or equipment to be furnished there under or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.
9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City of Sausalito shall be mailed or delivered as provided in Section 00520 (Agreement). Actual receipt of notice by Surety, City of Sausalito or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §§3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

13. Definitions.

13.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).

13.2 Construction Contract: The agreement between City of Sausalito and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

13.3 City of Sausalito Default: Material failure of City of Sausalito, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

END OF SECTION

SECTION 00630
GUARANTY

TO THE CITY OF SAUSALITO for construction of

THE SAUSALITO CITY HALL COUNCIL CHAMBERS RESTROOM CONSTRUCTION PROJECT

SAUSALITO, CALIFORNIA.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to City of Sausalito for a period of one year following the date of Notice of Completion, or such longer period specified in the Contract Documents, 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 in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Completion.

If within one year after the date of Final Completion, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to City of Sausalito and in accordance with City of Sausalito's written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by City of Sausalito and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City of Sausalito may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective Work, or defects are discovered outside the correction period, City of Sausalito shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Section 01420 (References and Definitions).

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Firm/Company

Address

Signature

City/State/Zip

Name and Title

Date

END OF SECTION

SECTION 00650
AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this [_____] day of [_____] , 2011, by and between the CITY OF SAUSALITO ("City of Sausalito"), and _____("Contractor"), whose place of business is at _____.

RECITALS

City of Sausalito and Contractor entered into Contract Number [_____] (the "Contract").

B. The Work under the Contract has been completed.

Now, therefore, it is mutually agreed between City of Sausalito and Contractor as follows:

AGREEMENT

1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due Contractor	\$ _____

2. Subject to the provisions of this Agreement and Release, City of Sausalito will forthwith pay to Contractor the sum of \$ _____ Dollars and _____ Cents (\$ _____) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with City of Sausalito as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against City of Sausalito arising from the Contract, except for the claims described in paragraph 4 of this SECTION 00650. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against City of Sausalito, and all if its agents, employees, consultants (including without limitation Consulting Engineer), inspectors, representatives, assignees and transferees except for the Disputed Claims set forth in paragraph 4 of this Section 00650. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in paragraph 6 of this Section 00650.

4. The following claims are disputed (hereinafter, the “Disputed Claims”) and are specifically excluded from the operation of this Agreement and Release:

Claim No.	Date Submitted	Description of Claim	Amount of Claim
-----------	----------------	----------------------	-----------------

[Insert information, including attachment if necessary]

5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in paragraph 2 of this Section 00650, Contractor hereby releases and forever discharges City of Sausalito, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless the City of Sausalito, any of its Representatives, Architects/Engineers, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor’s suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in paragraph 4 of this Section 00650.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

11. All rights of City of Sausalito shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

CITY OF SAUSALITO

By: _____

Its: _____

[CONTRACTOR]

By: _____

Name: _____

Its: _____

END OF SECTION

SECTION 00660
SUBSTITUTION REQUEST FORM

To: City of Sausalito

Project: City Hall Council Chambers Restroom Construction Project

Contractor: _____

Subcontractor/Supplier: _____

Drawing Sheet Reference/Detail No: _____

The undersigned Bidder submits for consideration the following equipment instead of the specified item for the above project:

Section	Paragraph	Specified Item
---------	-----------	----------------

Proposed Substitution: _____

The undersigned encloses the information required herein. If this Section 00660 is being submitted by a Bidder wishing to use "or equal" item(s) as provided in Section 00200 (Instructions to Bidders), the undersigned Bidder must also enclose the technical information (other than cost) otherwise required for a post-Award of Contract Request for Substitution ("RFS") under Section 01600 (Product Requirements). However, If this Section 00660 is being submitted under provisions of Contract Documents after Award of Contract, the undersigned Contractor must include all information required under Section 1600 (Product Requirements).

The undersigned has (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Drawings and Specifications that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

- A. Does the substitution affect dimensions shown on Drawings?

- B. Are the manufacturer's guarantees and warranties on the proposed substitution items identical to those on the specified items? If there are differences, please specify each and every difference in detail.

- C. What effect does the substitution have on other contractors, trades, or suppliers?

D. What are the differences between the proposed substitution and the specified item? If proposed substitution has a color or pattern, provide a color board showing proposed substitution in relation to the other adjacent colors and patterns.

E. Will granting the requested substitution cause any schedule delay? (If yes, please explain)

The undersigned Bidder certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item. The contractor shall be responsible for all engineering, permitting, coordination, construction, and costs to all subcontractors associated with the acceptance of the substitution regardless of when those additional costs are identified.

Submitted by:

Bidder/Contractor
[note applicable]

For Use by City of Sausalito:

_____ Accepted _____ Accepted as Noted

_____ Not Accepted _____ Received Too Late

Signature

Name

By: _____
City of Sausalito's Representative

Date: _____

Address

Remarks:

City/State/Zip

Telephone: _____

Date: _____

END OF SECTION

SECTION 00700
GENERAL CONDITIONS

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GENERAL CONDITIONS

Article I. **GENERAL**

1. DOCUMENTS

- (i) Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Architect/Engineer or City of Sausalito's Representative and Contractor; (2) City of Sausalito and/or its representatives and (except as provided in paragraph 13.9 below) a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than City of Sausalito and Contractor. City of Sausalito shall be deemed to be an intended third-party beneficiary of each agreement referenced in clause (2) above, and each such agreement shall so provide. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.

2. EXERCISE OF CONTRACT RESPONSIBILITIES

- (i) In exercising its responsibilities and authorities under the Contract Documents, City of Sausalito does not assume any duties or responsibilities to any Subcontractor or supplier and does not assume any duty of care to Contractor, Contractor's Subcontractors or suppliers. Except as expressly set forth in the Contract Documents, in exercising their respective responsibilities and authorities under the Contract Documents, neither Architect/Engineer nor any of the City of Sausalito's Representatives assume any duties or responsibilities to any Subcontractor, sub-Subcontractor or supplier nor assume any duty of care to Contractor or any Subcontractor, sub-Subcontractor or suppliers.

3. DEFINED TERMS

- (i) Administration of construction shall include the following delineations of responsibilities pursuant to Part 1, Title 24, California Code of Regulations. Contractor shall perform as required under Section 4-343, including, but not limited to verified reports per sections 4-336 and 4-343. All abbreviations and definitions of terms used and not otherwise defined in this Section 00700 are set forth in Section 01420 (References and Definitions). This Section 00700 subdivides at first level into Articles, and then into paragraphs.

Article II. **BIDDING**

1. INVESTIGATION PRIOR TO BIDDING

- (i) Prior to bidding, Bidders shall perform the review and analysis required by Article 5 of Section 00520 (Agreement). Under the Contract Documents, Contractor is charged with all information and knowledge that a reasonable Bidder would ascertain from having performed the required review and analysis.
- (ii) Conditions Shown on Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions indicated in the Contract Documents, *e.g.*, on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. City of Sausalito warrants, and Contractor may rely on, the accuracy of only limited types of information as discussed below.
 - 1) Aboveground and visible as-built conditions: There is no express or implied warranty and no express or implied representation that any information as to aboveground conditions or visible as-built conditions indicated in the Contract Documents is correctly shown, or indicated, or complete. See Comments on 00520
 - 2) Subsurface conditions: Contractor may rely upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. City of Sausalito is not responsible for Contractor's conclusions or opinions drawn from any subsurface condition information.
 - 3) Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to Section 00320 (Geotechnical Data and Existing Conditions) for identification of geotechnical reports, "as built" information, and other drawings or other documents describing physical conditions in or relating to existing surface or subsurface conditions or structures at or contiguous to the Site.

2. SUBCONTRACTORS

- (i) Consistent with Public Contract Code Sections 4101 *et seq.*, Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without City of Sausalito's written approval. At City of Sausalito's request, Contractor shall provide City of Sausalito with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.
- (ii) Subcontract agreements shall preserve and protect the rights of City of Sausalito under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward City of Sausalito under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)
- (iii) Contractor shall provide for the assignment to City of Sausalito of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents.

Article III. **CONTRACT AWARD AND COMMENCEMENT OF THE WORK**

1. AWARD OF CONTRACT

City of Sausalito will make the Award of Contract by issuing a Notice of Award. As a condition to City of Sausalito signing Section 00520 (Agreement), however, Contractor shall deliver to City of Sausalito the executed agreements, forms, bonds and insurance documents required by Section 00200 (Instructions to Bidders) in the required quantities and within the required times.

2. COMMENCEMENT OF WORK

The Contract Time will commence upon issuance of a Notice to Proceed, on the date indicated in the Notice to Proceed. See also paragraph Article XV(ii) of this Section 00700. Contractor shall not do any Work at the Site prior to Contract commencement. .

Article IV. **BONDS AND INSURANCE**

1. BONDS

- (i) At or before the date indicated in Section 00200 (Instructions to Bidders), Contractor shall file with City of Sausalito the following bonds:
 - 1) Corporate surety bond, in the form of Section 00610 (Construction Performance Bond), in the penal sum of 100% of the Contractor's Bid as accepted, to guarantee faithful performance of the Work; and
 - 2) Corporate surety bond, in the form of Section 00620 (Construction Labor and Material Payment Bond), in the penal sum of 100% of the Contractor's Bid as accepted, to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.
- (ii) Sureties shall be satisfactory to City of Sausalito. Corporate sureties on these bonds and on bonds accompanying Bids shall be duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of **[A]** or better.

2. INSURANCE

- (i) See Section 00821 (Insurance), incorporated herein by this reference.

Article V. **DRAWINGS AND SPECIFICATIONS**

1. INTENT

- (i) Drawings and Specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Contractor shall perform

any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Contractor shall interpret words or phrases used to describe work (including services), materials or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards, including without limitation Title 24 of the California Code of Regulations. The Division and Sections of the Specifications and the identification on any Drawings shall not control the Contractor in dividing the Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

- (ii) As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, shop drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

2. DRAWING DETAILS

- (i) A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by the Architect or the City of Sausalito. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

3. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

- (i) Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the Drawings and Specifications prepared by the Architect/Engineer, the matter shall be referred to the Architect/Engineer in writing, with a copy to the Inspector and Project Manager. Architect/Engineer shall issue with reasonable promptness such written clarifications or interpretations of the requirements of the Drawings and Specifications as Architect/Engineer may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Drawings and Specifications. Such written clarifications and interpretations will be binding upon the Contractor. The Contractor shall not carry on Work except with the knowledge of Inspector. If the Contractor believes that a written clarification or interpretation justifies an adjustment in the Contract Sum or Contract Times then Contractor shall give the Architect or the Representative of the City of Sausalito prompt written notice as provided in Section 01250 (Modification Procedures). If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with Architect's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article Article XII of this Section 00700.

4. CHECKING OF DRAWINGS

- (i) Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. As early as possible and not less than seven calendar days prior to the start of a work activity Contractor shall submit an RFI to the Project Manager detailing any conflict, error, ambiguity or discrepancy which the Contractor may discover. Contractor shall obtain a written interpretation or clarification from Project Manager before proceeding with any Work affected thereby. Failure of the Contractor to report any such conflict, error, ambiguity or discrepancy within the stated time frame may waive Contractor's rights to a modification of the Contract price or time.

5. STANDARDS TO APPLY WHERE SPECIFICATIONS ARE NOT FURNISHED

- (i) It is provided that the Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are set forth by supplying materials or manufactured articles of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited in Section 01420 (References and Definitions), for first-class work of the kind required. The Contractor shall specify in writing to Architect the materials to be used or Work to be performed under this paragraph 5 no later than ten (10) work days prior to furnishing such materials or performance of such Work.

6. DEVIATION FROM SPECIFICATIONS AND DRAWINGS

- (i) As set forth in Part 1, Title 24, California Code of Regulations, no modification or deviation from the Drawings and Specifications will be permitted. Contractor must perform Work in strict accordance with Drawings and Specifications. No order for any alteration, modification or extra which shall increase or decrease the cost of Work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing, and the order signed by the Contractor, and certified by the authorized officer representing City of Sausalito. As appropriate, Change Orders changing the approved Drawings and technical specifications are subject to approval by the Architect under the procedures prescribed in Section 4-338, Part 1, Title 24, California Code of Regulations. Deviations from Drawings and from the dimensions therein given, or from the Specifications, whether or not error is believed to exist, shall be made only when approved in writing by the Architect or the Project Manager.
- (ii) Architect/Engineer may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in location, lines or grades for Work under any item of Contract. In lump sum contracts where Work is affected by variations of locations, lines or grades, all changes in the Contract Documents will be made in accordance with Article XIV of this Section 00700.

7. PRECEDENCE OF DOCUMENTS

- (i) In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
 - 1) Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
 - 2) Section 00520 (Agreement), and terms and conditions referenced therein;
 - 3) Section 00800 (Supplementary Conditions);
 - 4) Section 00700 (General Conditions);
 - 5) Division 1 Specifications;
 - 6) Division 2 through 16 Specifications;
 - 7) Drawings;
 - 8) Written numbers over figures, unless obviously incorrect;
 - 9) Figured dimensions over scaled dimensions;
 - 10) Large-scale drawings over small-scale drawings.
- (ii) Any conflict between Drawings and Division 2 through 16 Specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.
- (iii) Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.
- (iv) In the event the Specifications include divisions above Division 16 (e.g., Division 17 and above), then such divisions shall be included within the Contract Documents unless identified otherwise.

8. OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND CONTRACT DOCUMENTS

- (i) Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except

with the written consent of the Architect or the City of Sausalito. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

Article VI. **CONSTRUCTION BY CITY OF SAUSALITO OR BY SEPARATE CONTRACTORS**

1. CITY OF SAUSALITO'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS
 - (i) City of Sausalito may perform with its own forces, construction or operations related to the Project. City of Sausalito may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility owners perform other work. When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in these Contract Documents shall mean the Contractor herein.
2. MUTUAL RESPONSIBILITY
 - (i) Contractor shall afford all other contractors, utility owners and City of Sausalito (if City of Sausalito is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work as described in Section 01100 properly connects and coordinates with others' work, and shall cooperate with them to facilitate the progress of the Work.
 - (ii) Contractor shall coordinate its Work with the work of other separate contractors, City of Sausalito, and utility owners. Contractor shall attend coordination meetings with other contractors, City of Sausalito and its representatives, and utility owners as required by Section 01315 (Project Meetings).
 - (iii) Unless otherwise provided in the Contract Documents, Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of other separate contractors, City of Sausalito or utility owners by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of City of Sausalito and the others whose work will be affected.
 - (iv) Contractor's duties and responsibilities under paragraph of this Section 00700 are for the benefit of City of Sausalito and also for the benefit of such other contractors and utility owners working at the Site to the extent that there are comparable provisions for the benefit of Contractor in the direct contracts between City of Sausalito and such other contractors and utility owners.
 - (v) To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to City of Sausalito in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected. City of Sausalito will require the Contractor responsible for the Defective Work to make corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in the Contract Documents, issue a Change Order. If Contractor fails to measure, inspect and/or report to City of Sausalito in writing defects that are reasonably discoverable, Contractor shall bear all costs of accomplishing the interface acceptable to City of Sausalito. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.
3. CITY OF SAUSALITO AUTHORITY OVER COORDINATION
 - (i) City of Sausalito shall have authority over coordination of the activities of multiple contractors in cases where City of Sausalito performs work with its own forces or contracts with others for the performance of other work on the Project, or utilities work on the Site. City of Sausalito may at any time and in its sole discretion, designate a person or entity other than City of Sausalito to have authority over the coordination of the activities among the various contractors. City of Sausalito's authority with respect to coordination of the activities of multiple contractors and utility owners shall not relieve Contractor of its obligation to other contractors and utility owners to coordinate its Work with other contractors and utility owners as specified in paragraph 6.2 of this Section 00700. Contractor shall promptly notify City of Sausalito in writing when another contractor on the Project fails to coordinate its work with the Work of Contract Documents.
 - (ii) Contractor shall suspend any part of the Work or carry on the same in such manner as directed by City of Sausalito when such suspension or prosecution is necessary to facilitate the work of other contractors or workers. No

damages or claims by Contractor will be allowed if the suspension or Work change is due in whole or in part to Contractor's failure to perform its obligation with other contractors and utility owners. Damages or claims will be allowed only to the extent of fault by City of Sausalito if the suspension or Work change is due in whole or in part to another contractor's failure to coordinate its work with Contractor, other contractors, and utility owners. City of Sausalito reserves the right to back charge Contractor for any damages or claims incurred by other contractors as a result of Contractor's failure to perform its obligations to coordinate with other contractors and utility owners. City of Sausalito may deposit the funds retained with a Court of competent jurisdiction pursuant to applicable interpleaded procedures and Contractor releases City of Sausalito of further liability regarding such funds.

Article VII. CITY OF SAUSALITO AND PAYMENT

1. CITY OF SAUSALITO'S REPRESENTATIVE(S)

City of Sausalito's Representative(s) will have limited authority to act on behalf of City of Sausalito as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by City of Sausalito, City of Sausalito will issue all communications to Contractor through City of Sausalito's Representative, and Contractor shall issue all communications to City of Sausalito through City of Sausalito's Representative in a written document. Should any direct communications between Contractor and City of Sausalito's consultants, architects or engineers not identified in Article 2 of Section 00520 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to the City of Sausalito's Representative.

2. MEANS AND METHODS OF CONSTRUCTION

Subject to those rights specifically reserved in the Contract Documents, City of Sausalito will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. City of Sausalito will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

3. RECEIPT AND PROCESSING OF APPLICATIONS FOR PAYMENT

As required by Section 01200 (Measurement and Payment), Contractor shall prepare the schedules, submit Applications for Payment and warrant title to all Work covered by each Application for Payment. City of Sausalito, City of Sausalito's Representative and the Architect will review Contractor's Applications for Payment and make payment thereon, and Contractor shall make payments to Subcontractors, suppliers and others, as required by Section 01200 (Measurement and Payment).

Article VIII. CONTROL OF THE WORK

1. SUPERVISION OF WORK BY CONTRACTOR

- (i) {Section Removed Intentionally}
- (ii) Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.
- (iii) Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without City of Sausalito's express written consent. The Superintendent shall be Contractor's representative at the Site and shall have complete authority for the work of the Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.

2. OBSERVATION OF WORK BY CITY OF SAUSALITO'S REPRESENTATIVE AND ARCHITECT/ENGINEER

- (i) Work shall be performed under City of Sausalito's Representative's general observation and administration. Contractor shall comply with City of Sausalito's Representative's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve

Contractor of any obligations or liabilities under the Contract Documents. City of Sausalito's Representative's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.

- (ii) City of Sausalito's Representative will provide administration of Contract and observation of the Work as hereinafter described.
- (iii) City of Sausalito's Representative will advise and consult with Architect/Engineer and consult with City of Sausalito. City of Sausalito's Representative will have authority to act on behalf of City of Sausalito only to extent provided in the Contract Documents or as set forth in writing by City of Sausalito.
- (iv) City of Sausalito's Representative will visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. However, neither the City of Sausalito's Representative nor Architect/Engineer will be required to make exhaustive or continuous on-site inspections to check quality or quantity of Work. On the basis of on-site observations, the City of Sausalito's Representative and the Architect/Engineer will be informed of progress of Work, and will keep City of Sausalito informed of the Work's progress.
- (v) Neither the City of Sausalito's Representative nor Architect/Engineer will be responsible for nor have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- (vi) Neither the City of Sausalito's Representative nor Architect/Engineer will be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.
- (vii) Architect/Engineer will review Contractor's submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents as set forth in this Section 00700. Such action will be taken within fourteen (14) calendar days.
- (viii) The City of Sausalito's Representative and the Architect/Engineer will conduct inspections to recommend to City of Sausalito the dates that Contractor has achieved Substantial Completion and Final Completion, and will receive and forward to City of Sausalito for review written warranties and related documents required by Contract Documents and assembled by Contractor.
- (ix) Architect/Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings and Specifications or otherwise) as Architect/Engineer may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents.
- (x) Based on its observations, Architect/Engineer may recommend to City of Sausalito that it disapprove or reject Work that Architect/Engineer believes to be defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. City of Sausalito will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

3. ACCESS TO WORK

- (i) During performance of Work, City of Sausalito and its agents, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as City of Sausalito's interests may require. Other contractors performing work for City of Sausalito may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

4. EXISTING UTILITIES

- (i) Drawings may indicate above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities, and additional information may be on file at the regional notification center, "Underground Service Alert" ("USA"). Contractor shall locate these known existing installations before proceeding with trenching or other operations that may cause damage, shall maintain

them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum. Additional utilities whose locations are unknown to City of Sausalito are suspected to exist. Contractor shall be alert to their existence; if they are encountered, Contractor shall immediately report to City of Sausalito for disposition of the same. In addition to reporting if any utility is damaged, Contractor shall take appropriate action as provided in this Section 00700. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Section 00700.

- (ii) At no additional cost to City of Sausalito, Contractor shall incorporate into the Work main or trunk line utilities identified in the Contract Documents and other utilities or underground structures known or reasonably discernible and that will remain in service, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations. Should City of Sausalito determine that Contractor has not responded in a timely manner or not diligently pursued completion of the Work, City of Sausalito may restore service and deduct the costs of such action by City of Sausalito from the amounts due under the Contract.
- (iii) Consistent with Government Code Section 4215, as between City of Sausalito and Contractor, City of Sausalito 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 Section 00320 (Geotechnical Data and Existing Conditions). City of Sausalito will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or Section 00230 (Existing Conditions) with reasonable accuracy, and equipment on the Project necessarily idled during such work.
- (iv) Prior to performing Work at the Site, Contractor shall lay out the locations of known underground utilities that are to remain in service and other significant known underground installations. At no additional cost to City of Sausalito, prior to commencing other Work in proximity to such known underground utilities or installations that can be readily inferred from adjacent surface improvements, Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, such utilities or installations that are to remain and that are subject to damage. This obligation applies to all utilities (including, but not limited to, those referenced in paragraph 8.4.C of this Section 00700).
- (v) Nothing in this Section 00700 shall be deemed to require City of Sausalito to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred by Contractor from the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site. Contractor shall immediately secure all available information and notify City of Sausalito and utility, in writing, of its discovery, while performing Work under the Contract Documents, of any utility facilities not identified in the Drawings and Specifications.

5. UNDERGROUND FACILITIES

- (i) Before commencing work of digging trenches or excavation, Contractor shall review all information available regarding subsurface conditions, including but not limited to information supplied in Section 00320 (Geotechnical Data and Existing Conditions), and subject to the terms and conditions of these documents, Contractor shall also comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:
Every person planning to conduct any excavation shall contact Underground Service Alert ("USA") <http://www.usanorth.org/> 8*1*1 or 800-227-2600 at least two working days, but no more than 14 calendar days, prior to commencing that excavation. In an emergency, advise USA that an emergency excavation is being performed.
- (ii) Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide City of Sausalito with copies of all USA records secured by Contractor. Contractor shall advise City of Sausalito of any conflict between information provided in Section 00320 (Geotechnical Data and Existing Conditions), the Drawings and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents, including without limitation Paragraphs 2.1 and 8.4 of this Section 00700.
- (iii) The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for
 - (a) reviewing and checking all available information and data including, but not limited to, Section 00320

(Geotechnical Data and Existing Conditions) and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary back hoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

- (iv) If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by City of Sausalito or in information on file at USA or is otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article XVI of this Section 00700), identify the owner of such Underground Facility and give written notice to that owner and to City of Sausalito. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- (v) Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by City of Sausalito only where the Underground Facility:
 - 1) Was not shown or indicated in the Contract Documents or in the information supplied pursuant to Section 00320 (Geotechnical Data and Existing Conditions) or in information on file at USA; and
 - 2) Contractor did not know of it; and
 - 3) Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Price or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor pursuant to Section 00320 [Geotechnical Data and Existing Conditions], in information on file at USA, or otherwise reasonably available to Contractor.)
- (vi) Underground Facilities are inherent in construction involving digging of trenches or other excavations and Contractor is to apply its skill and industry to verify the information available.

Article IX. **WARRANTY, GUARANTY, AND INSPECTION OF WORK**

1. **WARRANTY AND GUARANTY**

- (i) **General Representations and Warranties:** Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.
- (ii) **Extended Guaranties:** Any guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply City of Sausalito with all warranty and guaranty documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.
- (iii) **Environmental and Toxics Warranty:** The covenants, warranties and representations contained in this paragraph are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to City of Sausalito that:

- 1) To Contractor's knowledge after due inquiry, no lead or asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or asbestos-containing materials were discovered, Contractor made immediate written disclosure to City of Sausalito.
- 2) To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.
- 3) To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to City of Sausalito.
- 4) Contractor's operations concerning the Project are not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide City of Sausalito with copies thereof.

2. INSPECTION OF WORK

- (i) All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with section 4-335 and section 4-333 of Part 1, Title 24, California Code of Regulations and the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by City of Sausalito, its agents, representatives or independent contractors retained by City of Sausalito to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, City of Sausalito shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.
- (ii) Contractor shall give City of Sausalito minimum 2 work days notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- (iii) If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish City of Sausalito with the required certificates of inspection, or approval. City of Sausalito will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
- (iv) If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of City of Sausalito, Contractor shall uncover the Work at City of Sausalito's request. Contractor shall bear the expense of uncovering Work and replacing Work.
- (v) In any case where Contractor covers Work contrary to City of Sausalito's request, Contractor shall uncover Work for City of Sausalito's observation or inspection at City of Sausalito's request. Contractor shall bear the cost of uncovering Work.
- (vi) Whenever required by City of Sausalito, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, City of Sausalito, in manner herein prescribed for paying for alterations, modifications, and extra Work, except as otherwise herein specified, will pay for examination.

- (vii) City of Sausalito shall select testing agencies approved by the Architect to conduct required tests and inspections for the project. A list of required structural tests and inspections prepared by the Architect/Engineer and approved by the Architect shall be provided to the designated testing agency and Project Inspector prior to the start of construction. Refer to section 4-335(a), Part 1, Title 24, California Code of Regulations.
- (viii) The testing agency shall forward the test results to the Architect, the Architect/Engineer, the Contractor, City of Sausalito and the Project Inspector within 14 calendar days of the date of the test. The testing agency shall forward to the Architect a verified report covering all the tests required to be made by that agency during the progress of the Project.
- (ix) Inspection of the Work by or on behalf of City of Sausalito, or City of Sausalito's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by City of Sausalito, to perform Work in conformance with the Contract Documents and correct defective work promptly upon knowledge thereof.
- (x) Any inspection, evaluation, or test performed by or on behalf of City of Sausalito relating to the Work is solely for the benefit of City of Sausalito, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by City of Sausalito, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

3. CORRECTION OF DEFECTIVE WORK

- (i) Contractor shall correct defective Work promptly upon knowledge of it. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, City of Sausalito may order Contractor to replace any Defective Work, or stop any portion of Work to permit City of Sausalito (at Contractor's expense) to replace such Defective Work. These City of Sausalito rights are entirely discretionary on the part of the City of Sausalito, and shall not give rise to any duty on the part of City of Sausalito to exercise the rights for the benefit of Contractor or any other party.
- (ii) City of Sausalito may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal.
- (iii) Correction Period: If within one year after the date of Final Completion, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to City of Sausalito and in accordance with City of Sausalito's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by City of Sausalito and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting there from. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City of Sausalito may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, City of Sausalito shall have all rights and remedies granted by law.
- (iv) In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Completion of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.
- (v) Where Defective Work or rejected Work (and damage to other Work resulting there from) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

4. ACCEPTANCE AND CORRECTION OF DEFECTIVE WORK BY CITY OF SAUSALITO

- (i) City of Sausalito may accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to City of Sausalito's evaluation of and determination to accept such Defective Work. If City of Sausalito accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, City of Sausalito may deduct from moneys due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with City of Sausalito's calculations, Contractor may make a claim as provided in Article XII of this Section 00700. If City of Sausalito accepts any Defective Work after final payment, Contractor shall pay to City of Sausalito, an appropriate amount as determined by City of Sausalito.
- (ii) City of Sausalito may correct and remedy deficiency if, after five workdays' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work in accordance with this Section 00700; or provide a plan for correction of Defective Work acceptable to City of Sausalito; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, City of Sausalito may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which City of Sausalito has paid Contractor but which are stored elsewhere. Contractor shall allow City of Sausalito, its representatives, agents, employees, and other contractors and Architect/Engineer's consultants' access to the Site to enable City of Sausalito to exercise the rights and remedies under this paragraph. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by City of Sausalito in exercising such rights and remedies. A Change Order for back charges will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, City of Sausalito may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with City of Sausalito's calculations, Contractor may make a claim as provided in Article XII of this Section 00700.
- (iii) City of Sausalito's decisions to accept defective Work or correct defective Work are subject to approval of the Architect, and all other requirements of Title 24, California Code of Regulations.

5. RIGHTS UPON INSPECTION OR CORRECTION

- (iv) Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by City of Sausalito of its rights and remedies.. Where City of Sausalito exercises its rights, it retains all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor's right to proceed with the Work for cause under the Contract Documents and/or make a claim or back charge where a Change Order cannot be agreed upon.
- (v) Inspection by City of Sausalito shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments or otherwise shall not operate to waive City of Sausalito's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefore. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless City of Sausalito agrees otherwise in writing.

6. SAMPLES AND TESTS OF MATERIALS AND WORK

- (i) Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare samples or test specimens at its expense and furnish them to City of Sausalito. Contractor shall submit all samples in ample time to enable City of Sausalito to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.
- (ii) Test samples or specimens of material for testing shall be taken by the Architect/Engineer, his or her representative, Project inspector or representative of the testing agency. In no case shall the Contractor or vendor select the sample. Refer to section 4-335, Part 1, Title 24, California Code of Regulations.

7. PROOF OF COMPLIANCE OF CONTRACT PROVISIONS

In order that City of Sausalito may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to City of Sausalito properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

8. ACCEPTANCE

Inspection by City of Sausalito or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by City of Sausalito, any extension of time, any verbal statements on behalf of City of Sausalito or its authorized agents or representatives shall not operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to City of Sausalito herein or therein or any right to damages provided in the Contract Documents. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other subsequent breach.

Article X. **CONTRACTOR'S ORGANIZATION AND EQUIPMENT**

1. CONTRACTOR'S LEGAL ADDRESS

Address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to City of Sausalito, which in conspicuous language advises City of Sausalito of a change in legal address or facsimile number, and which City of Sausalito accepts in writing. Delivery to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

2. CONTRACTOR'S OFFICE AT THE WORK SITE

Contractor shall maintain an office at the Site, which office shall be headquarters of a Contractor representative authorized to transmit to and receive from City of Sausalito, communications, instructions or Drawings. Communications, instructions, or Drawings given to Contractor's representative or delivered at the Site office in representative's absence shall be deemed to have been given to Contractor.

3. CONTRACTOR'S SUPERINTENDENTS OR FOREPERSONS

Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that City of Sausalito may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

4. PROFICIENCY IN ENGLISH

Supervisors, security guards, safety personnel and employees of Contractor, Subcontractors, vendors or suppliers who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

5. CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES

Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If City of Sausalito notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly, disruptive or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing City of Sausalito, or violates sanitary rules, or is otherwise unsatisfactory, and if City of Sausalito requests that such person be discharged from Work, then Contractor or its Subcontractor shall

immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of City of Sausalito.

6. CONTRACTOR TO SUPPLY SUFFICIENT WORKERS AND MATERIALS

- (i) Unless otherwise required by City of Sausalito under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
- (ii) At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then City of Sausalito may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as City of Sausalito may consider necessary, at no cost to City of Sausalito. If Contractor does not comply with the notice within three (3) workdays Days of date of service thereof, City of Sausalito shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as City of Sausalito may elect. City of Sausalito may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate work elements during the time period that City of Sausalito exercises this right. City of Sausalito will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. City of Sausalito will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of City of Sausalito from claims of others.
- (iii) Exercise by City of Sausalito of the rights conferred upon City of Sausalito in paragraph (ii) of this Document 00700, is entirely discretionary on the part of City of Sausalito. City of Sausalito shall have no duty or obligation to exercise the rights referred to in paragraph (ii) of this Section 00700 and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of City of Sausalito's right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon City of Sausalito under paragraph (ii) of this Section 00700 are cumulative to City of Sausalito's other rights under any provision of the Contract Documents.

7. CONTRACTOR TO LIST TRADES WORKING

Contractor shall list the trades and number of trades-people working on the Site and their scheduled activities on a daily basis, and provide a copy of that list to the City of Sausalito's Representative.

8. CONTRACTOR'S USE OF THE SITE

Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between City of Sausalito and any owner, former owner or tenant of such land, structure or buildings. Contractor may not occupy City of Sausalito-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from City of Sausalito.

Article XI. PROSECUTION AND PROGRESS OF THE WORK

1. SCHEDULES AND EXAMINATIONS OF CONTRACT DOCUMENTS

- (i) Contractor shall submit schedules and reports, Shop Drawings and Submittals in the quantity prescribed and within the required time, arrange conferences and meetings and proceed with the Work in accordance with Contract Documents, including Sections 01315 (Project Meetings), 01320 (Progress Schedules and Reports), and 01330 (Submittal Procedures).
- (ii) Contractor shall submit to City of Sausalito for review and discussion at the Preconstruction Conference described in Section 01315 (Project Meetings):
 - 1) Progress schedules and reports as required by Sections 01320 (Progress Schedules and Reports) and 01330 (Submittal Procedures). Contractor shall utilize a CPM Progress Schedule in planning, scheduling, coordinating, performing and controlling Work (including all activities of Subcontractors, assigned contractors, equipment

vendors and suppliers). Contractor shall update the CPM Progress Schedule on a monthly basis to depict accurately the actual progress of Work and for evaluating and preparing Contractor's monthly progress payments. Contractor's failure to submit and maintain an acceptable progress schedule may, in City of Sausalito's discretion, and without limiting the materiality of Contractor's other obligations under the Contract Documents, constitute grounds to declare Contractor in material breach of the Contract Documents

- 2) Within 10 Workdays after the Notice to Proceed, a preliminary schedule of Shop Drawing and Sample submittals that shall list each required submittal and the times for submitting, reviewing and processing such submittal, as required by Section 01330 (Submittal Procedures). If no such schedule is agreed upon, then all Shop Drawings, Samples and product data submittals shall be completed and submitted within 21 Workdays after receipt of Notice to Proceed from City of Sausalito.
 - 3) Within 10 Workdays after the Notice to Proceed, a preliminary Schedule of Values for all the Work which shall include quantities and prices of items aggregating the Contract Sum and shall subdivide each Schedule of Values into component activities in sufficient detail to serve as the basis for progress payments during construction. Such Schedule of Values shall include an appropriate amount of overhead and profit applicable to each item of Work, a line item for Project Record Documents, and a line item for Project scheduling, and shall conform to Section 01200 (Measurement and Payment).
- (iii) Unless otherwise provided in the Contract Documents, at least ten (10) Workdays following Notice to Proceed and before submission of the first application for payment, a conference attended by Contractor, City of Sausalito's Representative, the Architect and others as appropriate, will be held to review for acceptability the schedules submitted in accordance with this Section 00700 and first reviewed at the Preconstruction Conference. Contractor shall have an additional three (3) Workdays to make corrections and adjustments and to complete and resubmit the schedules. Schedules shall be updated and completed as required by Sections 01200 (Measurement and Payment), 01320 (Progress Schedules and Reports) and 01330 (Submittal Procedures). No progress payment shall be due or owing to Contractor until the schedules are submitted to and acceptable to City of Sausalito's Representative and/or Architect/Engineer as meeting the requirements of the Contract Documents, including Sections 01200 (Measurement and Payment), 01320 (Progress Schedules and Reports) and 01330 (Submittal Procedures). City of Sausalito's acceptance of Contractor's schedules will not create any duty of care or impose on City of Sausalito any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility therefore.
- (iv) Before commencing any portion of Work, Contractor shall inform City of Sausalito's Representative in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to City of Sausalito's Representative a reasonable time in advance of time at which Contractor proposes to begin Work, so that City of Sausalito may complete necessary preliminary work without inconvenience or delay to Contractor.
- (v) Contractor shall submit submittals and Shop Drawings to City of Sausalito's Representative (or Architect/Engineer if City of Sausalito so designates) for review in strict accordance with Section 01330 (Submittal Procedures). Submission of a Shop Drawing shall constitute Contractor's representation that all requirements of Section 01330 (Submittal Procedures) have been complied with. All submittals will be identified as City of Sausalito may require and in the number of copies specified in Section 01330 (Submittal Procedures).
- (vi) Contractor shall not perform Work that requires submission of a Shop Drawing or Sample or other submittal prior to submission and favorable review of the Shop Drawing or Sample or submittal. Where a Shop Drawing or Sample or other submittal is required by Contract Documents or the final Schedule of Shop Drawing and Sample Submittals accepted by City of Sausalito, any related Work performed prior to City of Sausalito's approval of the pertinent submittal shall be at the sole expense, responsibility and risk of Contractor.

2. PROJECT RECORDS

- (i) Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide City of Sausalito with monthly summaries of this information.

- (ii) Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide City of Sausalito with copies for each Day Contractor works on the Project, to be delivered to City of Sausalito either the same Day or the following morning before starting work at the Site. Contractor shall take monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.
- (iii) City of Sausalito shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, City of Sausalito shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents (subject to Section 00670 [Escrow Bid Documents]), cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. City of Sausalito and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this paragraph 2 at any time during the Project and for a period of five years following Substantial Completion. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.
- (iv) Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained on a daily basis and available to City of Sausalito for review on a monthly basis. Upon completion of the Work, Contractor shall deliver to City of Sausalito, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

Article XII. **CLAIMS BY CONTRACTOR**

1. GENERAL

- (i) Contract Interpretation Disputes: Should it appear to Contractor that Work to be performed or any of the matters relative to Contract Documents (including without limitation Drawings or Specifications) are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of Contract Documents (including without limitation Drawings or Specifications), Contractor shall immediately give written notice to City of Sausalito. Contractor shall bear all costs incurred in giving notice. City of Sausalito through its Representative will render a determination regarding the issue, which shall be final. If Contractor disagrees with City of Sausalito's decision, or if Contractor contends that City of Sausalito failed to provide a decision, Contractor's sole and exclusive remedy is to file a claim in accordance with this Article Article XII. Contractor shall diligently prosecute the Disputed Work (as defined below) to Final Completion pending resolution of any claim.
- (ii) Work Disputes: Contractor shall give written notice to City of Sausalito of any dispute arising under the Contract Documents respecting the true value of any Work performed, the implementation of Work required by Contract Documents, any Work omitted, any extra Work that Contractor may be required to perform or time extensions, respecting the size of any payment to Contractor during the performance of Contract Documents, or of compliance with Contract Documents procedures. City of Sausalito will render a determination regarding the issue, which shall be final. If Contractor disagrees with City of Sausalito's decision, or if Contractor contends that City of Sausalito failed to provide a decision, Contractor's sole and exclusive remedy is to file a claim in accordance with this Article Article XII. Pending the resolution of any claim, Contractor shall diligently prosecute the Disputed Work to Final Completion.
- (iii) The claim notice and documentation procedure described in this Article Article XII applies to all claims and disputes arising under the Contract Documents, including without limitation any claim or dispute by any Subcontractor or material supplier. All Subcontractor and supplier claims of any type shall be brought only

through Contractor as provided in this Article Article XII. Under no circumstances shall any Subcontractor or supplier make any direct claim against City of Sausalito.

- (iv) "Claim" means a written demand or written assertion by Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of Contract Documents terms, or other relief arising under or relating to Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under this Article Article XII.
- (v) The provisions of this Article Article XII constitute a claim procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5, and survive termination, breach or completion of the Contract Documents. Contractor shall bear all costs incurred in the preparation and submission of a claim.

2. PROCEDURE

- (vi) Should any clarification, determination, action or inaction by City of Sausalito or Architect/Engineer, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and City of Sausalito will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven (7) Calendar Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with City of Sausalito stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Contract Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph 12.2.A, Contractor shall waive its rights to further claim on the specific issue.
- (vii) City of Sausalito will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Contract Documents, it shall so notify City of Sausalito, in writing, within seven (7) Calendar Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within thirty (30) Calendar Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven (7) Calendar Days and all justifying documentation within thirty (30) Calendar Days will result in Contractor waiving its right to the subject claim. If Disputed Work persists longer than thirty (30) Calendar Days, then Contractor shall, every thirty (30) Calendar Days until the Disputed Work ceases, submit to City of Sausalito a document titled "Claim Update" that shall update and quantify all elements of the claim as completely as possible. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule input and/or any time extension will be determined at a later date shall not comply with this paragraph 12.2.B. All disputed work shall be tracked on a time and material basis (T & M), approved daily by the Project Inspector, totaled with complete costs and submitted weekly to the City of Sausalito's Representative.
- (viii) Claims shall be calculated in the same manner as Change Orders per Section 01250 (Modification Procedures). Except where provided by law or elsewhere in these contract documents (if applicable), City of Sausalito shall not be liable for special or consequential damages, and contractor shall not include them in its claims. Contractor shall be limited in its recovery on claims to the change order calculations set forth in Section 01250 (Modification Procedures).

3. CLAIM FORMAT

Contractor shall submit the claim justification in the following format:

- 1) Cover letter and certification under penalty of perjury regarding the amount of the claim;
- 2) Summary of claim, including underlying facts, entitlement, CPM schedule analysis, quantum calculations, contract provisions supporting relief;
- 3) List of documents relating to claim including Specifications, Drawings, clarifications/requests for information, schedules, notices of delay, cost records and any other necessary documents;
- 4) Chronology of events and correspondence;
- 5) Analysis of claim merit;
- 6) Analysis of claim cost; and

- 7) Attach supporting documents referenced in Article XII, paragraph 3, section 3) above.
- 8) Time and Material Records.
- 9) Time Impact Evaluations

4. EXCLUSIVE REMEDY

Contractor's performance of its duties and obligations specified in this Article and submission of a claim as provided in this Article is Contractor's sole and exclusive remedy for disputes of all types pertaining to the payment of money, extension of time, the adjustment or interpretation of Contract Documents terms or other contractual or tort relief arising from Contract Documents. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or Contract Documents, negligence or strict liability by City of Sausalito, its representatives, consultants or agents, or the transfer of Work or the Project to City of Sausalito for any reason whatsoever. Contractor waives all claims of waiver, estoppels, release, bar, or any other type of excuse for non-compliance with the claim submission requirements. Compliance with the notice and claim submission procedures described in this Article is a condition precedent to the right to commence litigation, file a Government Code Claim, or commence any other legal action. If Contractor fails to raise any claim(s) or issue(s) in a timely protest and timely claim submitted under this Article, then Contractor may not thereafter assert such claim(s) or issue(s) in any Government Code Claim, subsequent litigation, or legal action. City of Sausalito shall not have deemed to waive any provision under this Article, if at City of Sausalito's sole discretion; a claim is accepted in a manner not in accord with this Article.

5. MEDIATION

All Contractor claims not subject to the claim resolution procedures set forth in Section 01410 (Regulatory Requirements) shall, as a condition precedent to litigation thereon, first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved Contractor claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

6. SUBCONTRACTOR CLAIMS

7. Contractor shall present as its claims all subcontractor, sub-subcontractor and supplier claims of any type, and prove them under the terms of the contract documents. City of Sausalito shall not be directly liable to any subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the project.

Article XIII. **LEGAL AND MISCELLANEOUS**

1. LAWS AND REGULATIONS

- (i) Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify City of Sausalito and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.
- (ii) Contractor shall comply with applicable portions of Title 19 and Title 24, California Code of Regulations, as defined in Contract Documents, Public Contract Code and all applicable codes, laws and regulations. Whenever Drawings and Specifications require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Drawings and Specifications shall govern. Whenever Drawings and Specifications require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

- (iii) Contractor shall maintain in the Project Office a current copy of Title 19 and 24 of the California Code of Regulations at all times during construction.

2. PERMITS AND TAXES

- (i) Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable), pay all charges and fees, including fees for street opening permits, comply with, implement and acknowledge effectiveness of all permits, initiate and cooperate in securing all required notifications or approvals therefore, and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. City of Sausalito will pay applicable building permits, school, sanitation and water fees, except as otherwise provided in the Contract Documents. If, under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the City of Sausalito, upon request, will execute a certificate of exemption which will certify (1) that the City of Sausalito is a political subdivision of the state for the purpose of such exemption, and (2) that the sale is for the exclusive use of the City of Sausalito. No excise tax for such materials shall be included in any bid price. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where City of Sausalito may have already obtained permits for the Work.

3. RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

- (i) City of Sausalito and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each City of Sausalito's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- (ii) To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, City of Sausalito and each of its officers, employees, consultants (including without limitation Consulting Architect/Engineer) and agents, including but not limited to the Board, Architect/Engineer and each City of Sausalito's Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of City of Sausalito or by any person or entity required to be indemnified hereunder.
- (iii) With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against City of Sausalito and each of its officers, employees, consultants and agents including, but not limited to City of Sausalito, the Board, Architect/Engineer and each City of Sausalito's Representative.
- (iv) Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- (v) To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, City of Sausalito may in its discretion back charge Contractor for City of Sausalito's costs and damages resulting there from and withhold such sums from progress payments or other contract moneys which may become due.

4. CONCEALED OR UNKNOWN CONDITIONS

- (i) If either of the following conditions is encountered at Site when digging trenches or other excavations below the surface, Contractor shall give a written Notice of Differing Site Conditions to City of Sausalito promptly before conditions are disturbed, except in an emergency as required by paragraph 4 of this Section 00700, and in no event later than 24 hours after first observance of:
 - 1) Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
 - 2) Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- (ii) In response to Contractor's Notice of Differing Site Conditions under this paragraph, City of Sausalito, or Architect/Engineer will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, City of Sausalito will issue either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Section 01250 (Modification Procedures). If City of Sausalito determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, City of Sausalito will so notify Contractor in writing, stating reasons
- (iii) Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if:
 - 1) Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or
 - 2) Contractor should have known of the existence of such conditions as a result of having complied with the requirements of Contract Documents, including without limitation paragraphs 2i and 8.4 of this Section 00700; or
 - 3) The information or conditions claimed by Contractor to be Latent or materially different consist of information, conclusions, opinions or deductions of the kind that paragraph 2.1 of this Section 00700 precludes reliance upon; or
 - 4) Contractor was required to give written Notice of Differing Site Conditions and failed to do so within the time required.
- (iv) If City of Sausalito and Contractor are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Time required under this paragraph 13.4, Contractor shall proceed with the Work as directed by City of Sausalito and may make a claim as provided in Article XII of this Section 00700.

5. NOTICE OF HAZARDOUS WASTE OR MATERIALS CONDITIONS

- (i) Contractor shall give a written Notice of Hazardous Materials Condition to City of Sausalito promptly, before any of the following conditions are disturbed (except in an emergency as required by paragraph 4 of this Section 00700), and in no event later than 24 hours after first observance of any:
 - 1) Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous material"); or
 - 2) Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site ("other materials").
- (ii) Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.
- (iii) Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the

hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.

- (iv) Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:
 - 1) Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
 - 2) Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
 - 3) Contractor failed to give the written notice within the time required by paragraph (i) of this Section 00700.
- (v) If City of Sausalito determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, City of Sausalito will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents, including without limitation Section 01250 (Modification Procedures). If City of Sausalito determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, City of Sausalito will notify Contractor in writing, stating the reasons for its determination
- (vi) If City of Sausalito and Contractor are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Time required under this paragraph 13.5, Contractor shall proceed with the Work as directed by City of Sausalito and may make a claim as provided in Article Article XII of this Section 00700.
- (vii) In addition to the parties' other rights under paragraph (v) of this Section 00700, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, City of Sausalito may order the disputed portion of Work deleted from the Work, or performed by others, or City of Sausalito may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Contractor does not agree with City of Sausalito's determination of any adjustment in the Contract Sum or Contract Time as a result, Contractor may make a claim as provided in Article Article XII of this Section 00700.

6. SUSPENSION OF WORK

- (i) City of Sausalito may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as City of Sausalito may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01250 (Modification Procedures). No adjustment shall be made to extent that:
 - 1) Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or
 - 2) An equitable adjustment is made or denied under any other provision of Contract Documents; or
 - 3) The suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Contractor may file a claim under Article XII of this Section 00700.

7. TERMINATION OF CONTRACT FOR CAUSE

- (i) City of Sausalito may declare Contractor in default of Contract Documents and City of Sausalito may terminate Contractor's right to proceed under the Contract Documents for cause:
 - 1) Should Contractor make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a voluntary petition in bankruptcy; be adjudged a bankrupt or insolvent; be the subject of an involuntary petition in bankruptcy which is not dismissed within sixty (60) Calendar Days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; file any answer admitting or not contesting the material allegations of a petition filed against Contractor in any such proceeding; or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Contractor or of all or any substantial part of its properties or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or

- 2) Should Contractor commit a material breach of the Contract Documents. If City of Sausalito declares Contractor in default due to material breach, however, City of Sausalito must allow Contractor an opportunity to cure such breach within ten (10) Workdays of the date of notice from City of Sausalito to Contractor providing notice of the default; or, if such breach is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten (10) Workdays, Contractor must provide City of Sausalito within the ten-Day period with a written plan acceptable to City of Sausalito to cure said breach which includes, for example, evidence of necessary resources, Subcontractor commitments, schedules and recovery schedules meeting Contract Document requirements and showing a realistic and achievable plan to cure the breach. Contractor must then diligently commence and continue such cure according to the written plan); or
 - 3) Should Contractor violate or allow (by a Subcontractor or other person or entity for which Contractor is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten (10) Workdays of the date of the notice from City of Sausalito to Contractor demanding such cure; or, if such violation is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten (10) Workdays, Contractor shall provide City of Sausalito within the ten-Day period with a written plan to cure said violation acceptable to City of Sausalito, and then diligently commence and continue performance of such cure according to the written plan.)
- (ii) If City of Sausalito at any time reasonably believes that Contractor is or may be in default under the Contract Documents as provided in paragraph 13.7.A of this Section 00700, City of Sausalito may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents which City of Sausalito may advise Contractor of in writing. Contractor shall, within ten (10) Workdays of City of Sausalito's request, deliver a written cure plan which meets the requirements of the written plan deliverable under paragraph 13.7.A.2 of this Section 00700. Failure of Contractor to provide such written assurances of performance and the required written plan, within ten (10) Workdays of request, will constitute a material breach of Contract Documents sufficient to justify termination for cause.
- (iii) In event of termination for cause, City of Sausalito will immediately serve written notice thereof upon Surety and Contractor. Surety shall have the rights and obligations set forth in Section 00610 (Construction Performance Bond). Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default there under), City of Sausalito may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.
- (iv) In the event of termination by City of Sausalito as provided in paragraph (i) of this Section 00700 for cause:
- 1) City of Sausalito will compensate Contractor for the value of the Work delivered to City of Sausalito upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Contractor provides City of Sausalito with updated as-built drawings and Project Record Documents showing the Work performed up to the date of termination. However, City of Sausalito will not compensate Contractor for its costs in terminating the Work or any cancellation charges owed to third parties.
 - 2) Contractor shall deliver to City of Sausalito possession of the Work in its then condition including, but not limited to, all designs, engineering, Project records, Project Record Documents, cost data of all types, Drawings and Specifications and contracts with vendors and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this paragraph 13.7.D shall not be interpreted to diminish any right which City of Sausalito may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Contractor shall compensate City of Sausalito for all loss, cost, damage, expense, and/or liability suffered by City of Sausalito as a result of such termination and failure to comply with Contract Documents.

- 3) City of Sausalito's rights under paragraph 13.7.D.2 shall be specifically enforceable to the greatest extent permitted by law. City of Sausalito shall, to the extent applicable, have all other rights and remedies set forth in any Bidding Document.
- (v) City of Sausalito may terminate portions or parts of the Work for cause, provided these portions or parts (1) have separate geographic areas from parts or portions of the Work not terminated or (2) are limited to the work of one or more specific trades or Subcontractors. In such case, Contractor shall cooperate with a completing contractor as required under Article 6 of this Section 00700.
- (vi) In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Contractor shall have the recovery rights specified in paragraph 13.8. Any Contractor claim arising out of a termination for cause, however, shall be made in accordance with Article 12 of this Section 00700. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

8. TERMINATION OF CONTRACT FOR CONVENIENCE

- (i) City of Sausalito may terminate performance of the Work under the Contract Documents in accordance with this Article 13.8 in whole, or from time to time in part, whenever City of Sausalito shall determine that termination is in City of Sausalito's best interest. Termination shall be effected by City of Sausalito delivering to Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.
- (ii) After receiving a notice of termination under paragraph (i) of this Section 00700, and except as otherwise directed by City of Sausalito, Contractor shall:
 - 1) Stop Work under the Contract Documents on date and to extent specified in notice of termination;
 - 2) Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;
 - 3) Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;
 - 4) Assign to City of Sausalito in manner, at times, and to extent directed by City of Sausalito, all right, title, and interest of Contractor under orders and subcontracts so terminated. City of Sausalito shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 - 5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of City of Sausalito to extent City of Sausalito may require. City of Sausalito's approval or ratification shall be final for purposes of this paragraph;
 - 6) Transfer title to City of Sausalito, and deliver in the manner, at the times, and to the extent, if any, directed by City of Sausalito, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to City of Sausalito;
 - 7) Use its best efforts to sell, in manner, at times, to extent, and at price or prices that City of Sausalito directs or authorizes, any property of types referred to in paragraph Article XIII(ii)6) of this Section 00700, but Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by City of Sausalito. Proceeds of transfer or disposition shall be applied to reduce payments to be made by City of Sausalito to Contractor under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as City of Sausalito may direct;
 - 8) Complete performance of the part of the Work which was not terminated by the notice of termination; and
 - 9) Take such action as may be necessary, or as City of Sausalito may direct, to protect and preserve all property related to Contract Documents which is in Contractor's possession and in which City of Sausalito has or may acquire interest.
- (iii) After receipt of a notice of termination under paragraph 13.8A of this Section 00700, Contractor shall submit to City of Sausalito its termination claim, in form and with all certifications required by Article XII of this Section 00700. Contractor's termination claim shall be submitted promptly, but in no event later than thirty (30) Calendar Days from effective date of the termination. Contractor and City of Sausalito may agree upon the whole or part of

the amount or amounts to be paid to Contractor because of a total or partial termination of Work under this paragraph 8. If Contractor and City of Sausalito fail to agree on the whole amount to be paid to Contractor because of the termination of the Work under this paragraph 8, City of Sausalito's total liability to Contractor by reason of the termination shall not exceed the total (without duplication of any items) of:

- 1) The reasonable cost to Contractor for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values of the contract sum as derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Contractor, cost of Work defectively performed, amounts realized by sale of materials, payments made, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in City of Sausalito's, its Representative or the Architect/Engineer's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.
 - 2) A reasonable allowance for profit on cost of Work performed as determined under paragraph Article XIII(iii)1 of this Section 00700, provided that Contractor establishes to City of Sausalito's satisfaction that Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.
 - 3) Reasonable costs to Contractor of handling material returned to vendors, delivered to City of Sausalito or otherwise disposed of as directed by City of Sausalito.
 - 4) Except as provided in this paragraph 13.8.C of this Section 00700, City of Sausalito shall not be liable for costs incurred by Contractor or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Contractor's Bid, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.
 - 5) City of Sausalito shall have no obligation to pay Contractor under this paragraph 8 unless and until Contractor provides City of Sausalito with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.
- (iv) In arriving at the amount due Contractor under this clause, there shall be deducted in whole (or in the appropriate part(s) if the termination is partial):
- 1) All unliquidated advances or other payments on account previously made to Contractor, including without limitation all payments applicable to the terminated portion of Contract Documents;
 - 2) Any claim which City of Sausalito may have against Contractor in connection with Contract Documents; and
 - 3) The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of this paragraph 8, and not otherwise recovered by or credited to City of Sausalito.

9. CONTINGENT ASSIGNMENT OF SUBCONTRACTS

- (i) Contractor hereby assigns to City of Sausalito each Subcontract for a portion of the Work, provided that:
- 1) The assignment is effective only after City of Sausalito's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to paragraphs 7 or 8 of this Section 00700.
 - 2) The Assignment is effective only for the Subcontracts which City of Sausalito expressly accepts by notifying the Subcontractor in writing;
 - 3) The assignment is subject to the prior rights, if any, of the Surety, obligated by Section 00610 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
 - 4) After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in paragraphs 7 or 8 of this Section 00700), sign all instruments and take all actions reasonably requested by City of Sausalito to evidence and confirm the effectiveness of the assignment in City of Sausalito; and

- 5) Nothing in this paragraph 9 shall modify or limit any of Contractor's obligations to City of Sausalito arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

10. REMEDIES AND CONTRACT INTEGRATION

- (i) Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter-claims, disputes and other matters in question between City of Sausalito and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State of California, County of Marin. All City of Sausalito remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances City of Sausalito shall have any and all other equitable and legal rights and remedies which it would have according to law.
- (ii) The Contract Documents, any Contract Modifications and Change Orders shall represent the entire and integrated agreement between City of Sausalito and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written modifications. City of Sausalito and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.
- (iii) In any proceeding to enforce the Contract Documents, Contractor and City of Sausalito agree that the finder of fact shall receive detailed instructions on the meaning and operation of the Contract Documents, including their conditions, limitations of liability and remedies clauses, claims procedures and any other provisions impacting major defenses and theories of liability of the parties. Detailed findings of fact shall be requested, to verify Contract enforcement.
- (iv) Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

11. PATENTS

Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless City of Sausalito and each of its officers, employees, consultants (including without limitation Consulting Architect/Engineer) and agents, including, but not limited to, the Board and each City of Sausalito's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnity or ordered by a court or administrative body of any competent jurisdiction.

12. SUBSTITUTION FOR PATENTED AND SPECIFIED ARTICLES

Except as noted specifically in Specifications, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or equal" and Contractor may offer any substitute material or process that Contractor considers equal in every respect to that so designated and if material or process offered by Contractor is, in opinion of City of Sausalito, equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely

submitting Section 00660 (Substitution Request Form) as provided in Section 00200 (Instructions to Bidders). A substitution will be approved only if it is a true "equal" item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

13. INTEREST OF PUBLIC OFFICERS

No representative, officer, or employee of City of Sausalito, no member of the governing body of the locality in which the Project is situated, no member of the locality in which City of Sausalito was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

14. LIMIT OF LIABILITY

City of Sausalito, and each of its officers, board members, employees, consultants and agents including, but not limited to, architect/engineer each other City of Sausalito representative shall have no liability to contractor for special, consequential, or incidental damages, except to the limited extent that these contract documents or applicable public contracting statutes may specify their recovery.

15. SEVERABILITY

Any provisions or portions thereof of Contract Documents that are prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof in the Contract Documents.

Article XIV. **MODIFICATIONS OF CONTRACT DOCUMENTS**

1. ALTERATIONS, MODIFICATIONS AND FORCE ACCOUNT WORK

- (i) As provided in the latest edition of Part 1 of Title 24, California Code of Regulations, no modification or deviation from the Drawings and Specifications will be permitted except by written addenda, written Change Order or written Supplemental Instruction. As appropriate, Change Orders are subject to approval by the Architect. Refer to section 4-338, Part 1, Title 24, California Code of Regulations.
- (ii) City of Sausalito may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, contract or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. As appropriate, such Change Orders are subject to approval by the Architect. Refer to Section 4-338, Part 1, Title 24, California Code of Regulations. In the case of any ordered extra Work, Owner reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such City of Sausalito-furnished labor, materials, and equipment.
- (iii) Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order that shall specify:
 - 1) The Work performed in connection with the change to be made;
 - 2) The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
 - 3) The extent of the adjustment in the Contract Time, if any.
- (iv) A Change Order will become effective when signed by the Architect and the City of Sausalito. If City of Sausalito exercises its right to decide disputed issues pertaining to changed Work as set forth in Articles 12 and 14 of this Section 00700, then the resulting Change Order shall be effective when signed by the Architect and the City of Sausalito, notwithstanding that Contractor has not signed it.
- (v) Changes not affecting the Contract Time or Contract Sum of the Work, in City of Sausalito's discretion, may be set forth in a written RFI-Reply executed by Architect/Engineer. Execution of such an RFI-Reply constitutes Contractor's agreement to make the specified change without change to the Contract Sum or the Contract Time.

- (vi) Changes or deviations from Contract Documents affecting the Contract Time or Contract Sum of the Work shall not be made without the authority of an effective Change Order or Construction Change Directive as provided in Section 01250 (Modification Procedures), except in cases of emergency discussed in Article 16 of this Section 00700.
- (vii) If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased by the amount that Contractor, The Architect and the City of Sausalito may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then Architect will reach a determination, which shall be final, subject to Contractor's rights under Article Article XII of this Section 00700. In all cases Contractor shall perform the changed Work as directed by the Architect and the City of Sausalito subject to Contractor's rights under Article Article XII of this Section 00700.
- (viii) Contractor shall, upon City of Sausalito's request, permit inspection of the original unaltered Bid estimate, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its cost proposal or claims arising from changes in the Work.
- (ix) Changes in the Work made pursuant to this Article 14 and extensions of Contract Time necessary by reason thereof shall not in any way release the guaranties and warranties given by Contractor pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.
- (x) Procedures for Modifications of Contract Documents and for calculating the cost of extra Work are given in Section 01250 (Modification Procedures). Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-Site or off-Site costs based on formulas, e.g., "Eichlay" or other formula. Rather, Contractor shall prove actual costs resulting from such delays. If Contractor requests compensation for delay to the construction, then Contractor shall prove and document actual costs plus markup per the cost categories and procedures in Section 01250 (Modification Procedures) in order to request, claim or prove compensation for delay.
- (xi) Change Orders in excess of City of Sausalito's approved limit must be approved by the City of Sausalito's City Council and a performance bond rider covering the changed Work executed before proceeding with the changed Work. Contractor is charged with knowledge of City of Sausalito's approved Change Order limits and procedures in effect at the applicable time.

Article XV. **TIME ALLOWANCES**

1. TIME ALLOWANCES FOR PERFORMANCE OF CONTRACT DOCUMENTS

- (i) When Contractor and City of Sausalito have signed the Contract Documents, City of Sausalito will serve a Notice to Proceed upon Contractor to that effect, either by depositing notice in a post office or post office box regularly maintained by United States Postal Service in a pre-paid wrapper directed to Contractor at legal address or (at City of Sausalito's option) by delivery by other means at legal address
- (ii) The start date for Contract Time shall be on the date indicated in the applicable Notice to Proceed. The total number of Calendar Days for completion of the Work under the Contract Documents shall be as provided in Section 00520 (Agreement).

2. ENTITLEMENT TO CHANGE OF CONTRACT TIME

- (i) The Contract Time may only be changed by Change Order or by Contract Modification, and all time limits stated in the Contract Documents are of the essence of Contract Documents.
- (ii) The Contract Time will be adjusted in an amount equal to the time lost due to:
 - 1) Changes in the Work ordered by City of Sausalito and/or the Architect/Engineer;
 - 2) Acts or neglect by City of Sausalito, Architect/Engineer, any City of Sausalito's Representative, utility owners or other contractors performing other work, provided that Contractor has fully and completely performed its responsibilities under the Contract Documents; or
 - 3) Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this paragraph, earthquakes, civil or labor disturbances, strikes or acts of God, provided damages resulting there from are not the result of Contractor's failure to protect the Work as required by Contract Documents.
- (iii) The Contract Time shall not be extended for any cause identified above, however, unless:

- a) Contractor actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Contractor's control and due to reasons for which Contractor is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor);
 - b) A claim for delay is made as provided herein; and
 - c) Contractor submits a Time Impact Evaluation as required under Section 01320 (Progress Schedules and Reports) that demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested.
- (iv) Where Contractor is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both City of Sausalito and Contractor (including, but not limited to, adverse weather of all types and acts of other contractors or utilities), an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation), shall be Contractor's sole and exclusive remedy for such delay.
- (v) Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed in this paragraph. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds these parameters on a monthly basis and Contractor proves that adverse weather actually caused delays. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring. Rain parameters are as follows, pro-rated in the individual month Contractor starts and finishes Work:
- November, [5]; and December, [6] February [6]
- (vi) In order to qualify as an adverse weather delay with respect to the foregoing parameters, daily rainfall must exceed 0.5 of an inch or more at the Sausalito, California station, as measured by the National Oceanic & Atmospheric Administration, and Contractor shall prove that the rain actually caused delay as set forth in this Section 00700.
- (vii) Contractor shall include the foregoing rain parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by rain, Contractor shall notify City of Sausalito and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float.
- (viii) Adverse weather delay for rain shall be recognized for the actual period of time Contractor proves it was delayed by rain exceeding the specified parameters. For example, and not by way of limitation, if rain exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves that rain exceeding the specified parameters causes delay to Contractor for a period longer than the number of rain days incurred (e.g., if it rains during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.
- (ix) Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for City of Sausalito to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

3. NOTICE OF DELAY

Within seven (7) Calendar Days of the beginning of any delay, Contractor shall notify City of Sausalito in writing, by submitting a notice of potential claim, of all anticipated delays resulting from the delay event in question. Any request for extension of time shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the claimant is entitled as a result of the occurrence of said event, and shall include a written schedule document that demonstrates delay to the critical path using a Time Impact Evaluation as specified in Section 01320 (Progress Schedules). City of Sausalito will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this paragraph.

4. TIME EXTENSIONS AND/OR DAMAGES ENTITLEMENTS FOR DELAYS

- (i) Contractor may receive a time extension and be compensated for delays caused directly and solely by City of Sausalito.

- (ii) Contractor may receive a time extension without compensation for delays resulting in whole or in part from causes beyond the reasonable control of Contractor and City of Sausalito, e.g. adverse weather conditions exceeding Contract Documents parameters, earthquakes, Acts of God and epidemics. In such cases, a time extension without compensation shall constitute Contractor's sole and exclusive remedy for such delays.
- (iii) Contractor shall not be entitled to any time extension or compensation including, but not limited to, extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays caused in whole or in part by Contractor's failure to perform its obligations under the Contract Documents, or during periods of delay concurrently caused by Contractor and either City of Sausalito or others.
- (iv) Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:
 - 1) City of Sausalito's right to sequence the Work in a manner which would avoid disruption to City of Sausalito's tenants and their contractors or other prime contractors and their respective subcontractors, exercised as a result of Contractor's failure to perform its cooperation and coordination responsibilities required by Contract Documents; City of Sausalito's enforcement of any government act or regulation; or the provisions of the Contract Documents;
 - 2) Extensive requests for clarifications to Contract Documents or Contract Modifications thereto, provided such clarifications or Contract Modifications are processed by Architect/Engineer and the City of Sausalito or its consultants in a reasonable time commensurate with Contract Documents requirements.

5. LIQUIDATED DAMAGES

- (i) Time is of the essence. Execution of Contract Documents by Contractor shall constitute acknowledgement by Contractor that Contractor understands, has ascertained and agrees that City of Sausalito will actually sustain damages in the amount fixed in the Contract Documents for each and every Calendar Day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Contractor and City of Sausalito agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by City of Sausalito as defined below , and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
- (ii) Liquidated damages shall be considered not as a penalty but as monetary damage sustained by City of Sausalito for increased Project administration expenses, including extra inspection, construction management and architectural and engineering expenses related to the Project and Contract Documents because Contractor failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof. Liquidated damages shall not be deemed to include within their scope additional damages or administrative costs arising from Defective Work, interest expenses, cost of completion of the Work, claims and fines of regulatory agencies, damages suffered by others or other forms of liability claimed against City of Sausalito as a result of delay (e.g., delay or delay related claims of other contractors, subcontractors or tenants), and defense costs thereof. Contractor shall be fully responsible for the actual amount of any such damages it causes, in addition to the liquidated damages otherwise due City of Sausalito.
- (iii) City of Sausalito 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. Should Contractor fall behind the approved Progress Schedule, City of Sausalito may deduct liquidated damages based on its estimated period of late completion. City of Sausalito need not wait until Final Completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to City of Sausalito.

Article XVI. **WORKING CONDITIONS AND PREVAILING WAGES**

1. USE OF SITE/SANITARY RULES

- (i) All portions of the Work shall be maintained at all times in neat, clean and sanitary condition.
- (ii) Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by City of

Sausalito, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.

- (iii) During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by City of Sausalito at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.
- (iv) Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

2. PROTECTION OF WORK, PERSONS, PROPERTY AND OPERATIONS

- (i) Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in any safety program established by City of Sausalito, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all damage to Work, property or structures, all injuries to persons, and all damage and interruptions to City of Sausalito's operations, arising from the performance of Work of the Contract Documents. Except as otherwise expressly approved by City of Sausalito in writing, Contractor shall at all times perform all Work in a manner which does not interrupt, damage or otherwise adversely impact any existing City of Sausalito facilities or operations.
- (ii) Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- (iii) Contractor shall remedy all damage, injury, loss or interruption to any property or operations referred to in this Section 00700, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. City of Sausalito and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work. This requirement shall include the protection of stored materials from damages caused by weather, excessive moisture, pests, insects and other detriments that may be reasonably prevented and mitigated.
- (iv) Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- (v) City of Sausalito may, at its option, retain such moneys due under the Contract Documents as City of Sausalito deems necessary until any and all suits or claims against Contractor for injury to persons, property or operations shall be settled and City of Sausalito receives satisfactory evidence to that effect.

3. RESPONSIBILITY FOR SAFETY AND HEALTH

- (i) Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and City of Sausalito's safety regulations as amended from time to time. Contractor shall comply with all City of Sausalito directions regarding protective clothing and gear.

- (ii) Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify City of Sausalito, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.
- (iii) Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed: City of Sausalito designated routes for ingress and egress thereto and any other City of Sausalito designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

4. EMERGENCIES

- (i) In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from City of Sausalito, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by City of Sausalito. Contractor shall give City of Sausalito prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If City of Sausalito determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action. Emergency contact names & phone numbers are to be provided to the City of Sausalito, within 10 days after issuance of a Notice to Proceed.

5. USE OF ROADWAYS AND WALKWAYS

- (i) Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with City of Sausalito's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

6. NONDISCRIMINATION

- (i) No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the Government Code. Every contractor for public works violating the provisions of Section 1735 of the Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code.

7. PREVAILING WAGES

- (i) Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and City of Sausalito to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.
- (ii) Contractor shall be assessed penalties by the City of Sausalito and monies will be withheld from contract payments commensurate with the severity of the violations, for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this paragraph and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Section 00700 and the Labor Code, but no sum shall

be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by City of Sausalito. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.

- (iii) Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.
- (iv) Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Section 1813.

8. ENVIRONMENTAL CONTROLS

- (i) Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any work performed under the Contract Documents including, without limitation, any toxic, water and soil pollution controls and air pollution controls specified in Government Code, Section 11017 and as required by Bay Area Air Quality Management City of Sausalito water quality (Best Management practices) and other applicable requirements. Contractor shall be responsible for insuring that Contractor's employees, Subcontractors and the public are protected from exposure to airborne hazards or contaminated water, soil or other toxic materials used during or generated by activities on the Site or associated with the Project.

9. SHORING SAFETY PLAN

- (i) At least five (5) Workdays in advance of excavating any trench five feet or more in depth, Contractor shall submit to Architect/Engineer and City of Sausalito a detailed plan showing the shoring, bracing and sloping design and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.
- (ii) During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. Architect/Engineer's or City of Sausalito's acceptance of any drawings showing the shoring or bracing design or work schedule shall not relieve Contractor of its responsibilities under this paragraph.

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS

1. SUMMARY

This document includes requirements that supplement the paragraphs of Section 00700 (General Conditions).

2. SUPPLEMENTS (NOT USED)

END OF SECTION

SECTION 00805
SUPPLEMENTARY CONDITIONS - HAZARDOUS MATERIALS

1. SUMMARY

- (i) This Section 00805 includes requirements that supplement the paragraphs of Section 00700 (General Conditions) and Section 01100 (Summary of Work) as they apply to location, removal, remediation, disposal, and abatement of hazardous materials and hazardous waste.

2. SUPPLEMENTS

(i) Supplement to paragraph 2.1, Investigation Prior to Bidding

- 1) Add to the end of paragraph 2.1.B a new paragraph that reads:
- 2) 4. Matters Shown in Hazardous Materials Surveys for Informational Purposes: Reference is made to Section 00335 (Hazardous Materials Surveys) for hazardous material surveys included with the Contract Documents and use of data therein. These materials are not Contract Documents and, except for any “technical data” regarding the location of hazardous materials, as limited in Section 00335 (Hazardous Materials Surveys), Contractor shall not in any manner rely on the information in these materials. Subject to the foregoing, Contractor shall make its own independent investigation of all conditions affecting the Work and shall not rely on information provided by City of Sausalito or its consultants.

(ii) Supplement to paragraph 5.7, Precedence of Documents

- 1) Add to the end of paragraph 5.7 a new paragraph that reads:
 - a) 5.7.E Should any provision or requirement of any Contract Document conflict with another provision or requirement in the Contract Documents on subject matters of hazardous waste abatement, clean up, disposal, or required safety standards or methods, then the most stringent provision or requirement shall control.

(iii) Supplement to paragraph 7.2, Means and Methods of Construction

- 1) Number the current paragraph 7.2.A and add to the end of paragraph 7.2 a new paragraph that reads:
 - a) 7.2.B Nothing contained in these Contract Documents or inferable there from shall be deemed or construed to:
 - i) Make Contractor the agent, servant, or employee of City of Sausalito; or
 - ii) Create any partnership, joint venture, or other association between City of Sausalito and Contractor.

(iv) Supplement to paragraph 8, Control of the Work

- 1) Add to the end of paragraph 8.2 new paragraphs that read:
- 2) 8.2.F City of Sausalito shall exercise administration on Contract Documents. City of Sausalito has employed a consultant to assist in the preparation of the hazardous materials abatement contract specifications. City of Sausalito reserves the right to assign or delegate to this consultant, or any other consultant (“Consultant”) any or all Architect/Engineer’s responsibilities under Contract Documents or alternatively to act as City of Sausalito’s representative. Contractor will be notified in writing of any such delegation.
- 3) 8.2.G Cooperate with Consultant as directed by City of Sausalito. Consultant’s duties may include observing Contractor’s health and safety program and practices, observing the abatement construction activities, observing the extent of material removed from each job site, reviewing payment requests, reviewing reports required by governmental or quasi-governmental agencies or Contract Documents, and providing clearance tests after abatement is completed. No action, omission to act, approval, or failure to advise Contractor as to any matter by Consultant shall in any way relieve Contractor from its responsibility for the performance of Work in accordance with Contract Documents and applicable law. Unless directed otherwise in writing by City of Sausalito, do not communicate directly with Consultant and shall direct all communications to City of Sausalito.

(v) Supplement to paragraph 9, Warranty, Guaranty, and Inspection of Work

- 1) Add to the end of paragraph 9.1 a new paragraph that reads:
- 2) 9.1.D Additional Warranties and Representations:
 - i) Contractor represents and warrants that it, its employees and its Subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training and ability to comply fully with all applicable law and Contract Documents requirements for safe and expeditious performance of

- the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to adequately address the actual or potential dangers of Contract performance).
- ii) Contractor represents and warrants that it, its employees and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
 - iii) Contractor represents and warrants that it has studied carefully all requirements of the Contract Documents regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract Documents, and prior to submitting its Bid, has either:
 - a. Verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by Contract Documents; or
 - b. By way of approved “or equal” request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by Contract Documents.
 - iv) Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with all Contract Documents requirements.
- 3) Number the current paragraph 9.6.A and add to the end of paragraph 9.6 a new paragraph that reads:
- i) 9.6.B City of Sausalito reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, work monitoring, and any other tests (in addition to testing required under Section 00520 [Agreement] or applicable Law), to monitor Contract requirements of safe and statutory compliant work methods and (where applicable) safe re-entry level air standards under state and federal Law upon completion of the Work, and compliance of the Work with periodic and final inspection of public and quasi-public entities having jurisdiction.
 - ii) Contractor acknowledges that City of Sausalito also has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement and post-abatement air monitoring, provided that City of Sausalito shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of Work by Contractor. In the event City of Sausalito elects to perform these activities and tests, afford City of Sausalito ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Include the potential impact of these activities for tests by City of Sausalito in the Contract Sum and the scheduled completion date.
 - iii) Notwithstanding City of Sausalito’s rights granted by this paragraph 9, Contractor may be required to retain its own industrial hygiene consultant and shall have primary responsibility for collecting samples and performing all applicable, relevant, or appropriate activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, required by Contract Documents, applicable Law, or both, and City of Sausalito reserves the right to request documentation of all such activities and tests performed by Contractor relating to Work.
- (vi) Supplement to paragraph 11.2, Cost Data
- 1) Add to the end of paragraph 11.2 new paragraphs that read:
 - 2) 11.2.E Obtain and maintain and shall furnish to City of Sausalito on completion of Work or at any other time requested by City of Sausalito, all necessary, permits, licenses, approvals, authorizations, notifications, training certificates, respirator certificates, reports, correspondence, tests results, air monitoring certificates, forms, medical records, medical certificates, notes and photographs of Work conditions, approved shipping and disposal facility receipts, manifests, and all other documentation required by Contract Documents or applicable Law, or both.
 - 3) 11.2.F Provide City of Sausalito with copies of each such document as it is generated and shall, as a condition to final payment, provide City of Sausalito with a complete set of such documents (bound, organized, and indexed) at the conclusion of Work. Keep and maintain in retrievable files true and correct copies of all such documents for a period of not less than 30 years after Final Completion of the Work. City of Sausalito shall have the right to inspect or photocopy these records and, if Contractor should cease business operations, then it shall furnish these records to City of Sausalito.
 - 4)
- (vii) Supplement to paragraph 13, Legal and Miscellaneous
- 1) Add to the end of paragraph 13.1 new paragraphs that read:

- 2) 13.1.C Compliance with Laws. Contractor represents that it is familiar with and shall comply with all Laws applicable to the Work or completed Work including, but not limited to all Laws relating to:
 - i) Protection of the public health, welfare, and environment;
 - ii) Generation, processing, treatment, handling, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum-based products, or other hazardous materials of any kind; or
 - iii) Protection of environmentally sensitive areas such as wetlands.
- 3) 13.1.D Disposal. Contractor has the sole responsibility for determining current waste storage, handling, and transportation and disposal regulations for the Site and for each waste disposal facility. Contractor shall comply fully at Contractor's sole cost and expense with these regulations and any applicable Law. City of Sausalito may, but is not obligated to, require submittals with this information for it to review consistent with Contract Documents.
- 4) 13.1.E Tracking. Contractor shall develop and implement a system acceptable to City of Sausalito to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the applicable EPA form, so that City of Sausalito may track the volume of waste. Contractor puts in each landfill and receive from each landfill a certificate of receipt. Manifests are to be signed by the Contractor, and originals submitted to the Project Manager.
- 5) 13.1.F Facilities. Contractor shall provide City of Sausalito with the name and address of each waste disposal facility prior to any disposal, and City of Sausalito shall have the express right to reject any proposed disposal facility. Contractor may not use any disposal facility to which City of Sausalito has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction and forwarding the original to the Contractor (with a copy to City of Sausalito).
- 6) Number the text of current paragraph 13.2 paragraph 13.2.A and add to the end of paragraph 13.2 new paragraphs that read:
- 7) 13.2.B Before performing any of the Work, and at such other times as may be required by applicable Law, deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Submit evidence satisfactory to City of Sausalito that Contractor and any disposal facility (a) have obtained all required permits, approvals and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable Law, and (b) are in compliance with all such permits, approvals and the like. For example, before commencing any work in connection with the Work involving asbestos-containing materials or PCB subject to regulation, Contractor shall provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt required, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to City of Sausalito. Contractor shall not conduct any Work involving asbestos-containing materials or PCB unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds required by governmental or quasi-governmental authorities, fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities necessary for the prosecution of the Work shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the Law bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Drawings and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying City of Sausalito in writing of such fact. If Contractor performs any Work contrary to Law without such notice to City of Sausalito, Contractor shall bear all costs arising there from.
- 8) In the case of any permits or notices held in City of Sausalito's name or of necessity to be made in City of Sausalito's name, City of Sausalito will cooperate with Contractor in securing the permit or giving the notice, but Contractor shall prepare for City of Sausalito's review and execution upon approval, all necessary applications, notices, and other materials.
- 9) Add to the end of paragraph 13.3 a new paragraph that reads:
- 10) 13.3.G To the greatest extent permitted by Law, the indemnities and limitation of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes liabilities connected to the selection and use of a waste disposal facility, personal injury, property damage, loss of use of

property, damage to the environment or natural resources, or “disposal” and “release” of materials associated with the Work (as defined in 42 U.S.C. Section 9601 *et seq*).

11) Add to the end of paragraph 13.7 a new paragraph that reads:

12) 13.7.G Notwithstanding anything in paragraph 13.7 to the contrary, City of Sausalito shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents or the Law on any matter involving the exposure of persons or property to hazardous waste. If the breach exposing persons or property to hazardous waste is due solely to an ordinary, unintentional and non-reckless failure to exercise reasonable care, then the procedures in paragraph 13.7 for termination for default shall apply without modification.

(viii) Supplement to paragraph 16.2, Protection of Work, Persons, and Property

1) Add to the end of paragraph 16.2 a new paragraph that reads:

2) 16.2.F Perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the Law (as herein defined), and the Contract Documents including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the Law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.

END OF SECTION

**SECTION 00821
INSURANCE**

1. AT OR BEFORE THE DATE SPECIFIED IN DOCUMENT 00200 (INSTRUCTIONS TO BIDDERS), CONTRACTOR SHALL FURNISH TO CITY OF SAUSALITO SATISFACTORY PROOF THAT CONTRACTOR HAS TAKEN OUT FOR THE ENTIRE PERIOD COVERED BY THE CONTRACT THE FOLLOWING CLASSES OF INSURANCE IN THE FORM AND WITH LIMITS AND DEDUCTIBLES SPECIFIED BELOW:
 - 1) Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a standard Commercial General Liability Insurance policy (“Occurrence Form”). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse and underground hazards. The limits of such insurance shall be not less than **[\$1,000,000]** each occurrence, **[\$1,000,000]** general aggregate limit, and **[\$1,000,000]** aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
 - 2) Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than **[\$1,000,000]** each person Bodily Injury, **[\$1,000,000]** each occurrence Bodily Injury, and **[\$1,000,000]** each occurrence Property Damage.
 - 3) All-Risk Course of Construction Insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, damage to adjacent buildings, partial or total collapse of structure(s), debris removal, demolition occasioned by enforcement of Laws, water damage, and damage caused by frost and freezing, in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Each loss shall be borne by Contractor.
 - 4) Workers’ Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as “Workers’ Compensation Insurance and Safety Act,” approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount. Employers Liability Limit shall be not less than **[\$1,000,000]**.
- (ix) All policies of insurance shall be placed with insurers acceptable to City of Sausalito. The insurance underwriter(s) must have an A. M. Best Company rating of **[A-IX]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of City of Sausalito, warrant such increase. Contractor shall increase required insurance amounts upon direction by City of Sausalito.
- (x) Required Endorsements: The policies required under paragraphs A.1), A.(viii)2) and A.3 of this Document 00700 shall be endorsed as follows:
- (xi) Name City of Sausalito, its City Council, and its employees, representatives, consultants, agents, volunteers, and Architect/Engineer as additional insured, but only with respect to liability arising out of the activities of the Named Insured.
- (xii) Each such policy shall apply separately to each insured against which claim is made or suit is brought, except with respect to the limit of the insurance company’s liability required under paragraphs A.1), A.(viii)2) and A.3 of this Document 00821.
- (xiii) Insurance shall be primary and no other insurance or self-insured retention carried or held by City of Sausalito shall be called upon to contribute to a loss covered by insurance for the named insured.
- (xiv) Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against City of Sausalito and all additional insured, as well as other insurance carriers for the Work
- (xv) Insurance certificates shall be addressed to: City of Sausalito, 420 Litho St., Sausalito, CA 94965.
- (xvi) Certificates of insurance and endorsements shall have clearly typed thereon City of Sausalito Bid Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to City of Sausalito (Attention: Project Manager) at the address listed in Document 00520 (Agreement), 60 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may

discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon City of Sausalito's request, Contractor shall submit to City of Sausalito, within 30 Days, copies of the actual insurance policies or renewals or replacements.

- (xvii) Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insured. If Contractor fails to maintain insurance, City of Sausalito may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
- (xviii) If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from City of Sausalito under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from City of Sausalito, City of Sausalito may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If City of Sausalito is compelled to pay compensation, City of Sausalito may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse City of Sausalito.
- (xix) Nothing in this Document 00821 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- (xx) All Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to City of Sausalito within ten Days of City of Sausalito's request.
- (xxi) The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").

Each Professional shall maintain the following insurance at its sole cost and expense:

- a) Provided such insurance is customarily required by City of Sausalito when professionals engaged in the profession practiced by Professional directly contract with City of Sausalito, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, with a limit of not less than **[\$1,000,000]** for each claim. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.
 - b) All insurance required by paragraphs A.1, A.2 and A.4 of this Document 00821. Professional shall satisfy all other provisions of paragraphs A, B, C, D, E and F of this Document 00821 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.
- (xxii) If required by City of Sausalito, Contractor shall obtain and maintain Contractor's Pollution Legal Liability Insurance in a form, with limits, and from an insuring entity reasonably satisfactory to City of Sausalito.

END OF SECTION

SECTION 00822
Apprenticeship Program

Contractor and Subcontractors shall comply with the requirements of California Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

Section 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one hour of apprentices work for every five hours of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

- A. When unemployment for the previous three-month period in the area exceeds an average of 15 percent;
- B. When the number of apprentices in training in the area exceeds a ratio of one to five;
- C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

END OF SECTION

SECTION 00900

ADDENDUM NO.

SUMMARY

This document includes requirements that clarify or supercede portions of the Request for Proposal. This Addendum is a Contract Document.

END OF SECTION

SECTION 01100

SUMMARY OF WORK

PART 1 GENERAL

SUMMARY

Section includes summary of Work including:
Work Covered By Contract Documents
Bid Items, Allowances, and Alternates
Work Under Other Contracts
Future Work
Work Sequence
Business Days and Hours
Cooperation of Contractor and Coordination with Other Work
Maintenance, Product Handling, and Protection
Partial Occupancy/Utilization Requirements
Contractor Use of Premises
Lines and Grades
Protection of Existing Structures and Utilities
Damage to Existing Property
Dust Control
Parking
Laydown/Staging Area
Permits
Punch List Verification
Actual Damages for Violations
Unfavorable Construction Conditions
Construction Site Access
Specification Data Sheets and Schedules
Site Administration
Products Ordered In Advance
City of Sausalito-Furnished Products
CEQA Mitigations
Storm Water Pollution Program- *See Section 01500*

WORK COVERED BY CONTRACT DOCUMENTS

Work comprises **Station 9 Strawberry Restroom Addition and Remodel (BID PACKAGE A) Interior Refurbishment (BID PACKAGE B)** located at **308 Reed Blvd**, Mill Valley, CA, California 94941.

Furnish all labor, materials, equipment, services, permits, temporary controls and construction facilities, and all general conditions, seismic requirements, general requirements and incidentals required to complete the Work in its entirety as described in the Contract Documents. The Work includes, but is not necessarily limited to the following:

- Furnish and Install sheetrock
- Furnish and Install specified wall covering where required
- Furnish and apply interior paint where required
- Furnish and install Floor covering where required
- Furnish and Install Light Fixtures where required
- Install new Restroom, including all fixtures and plumbing
- Cleanup.

The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents.

Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work.

Contractor's use of the premises for Work and storage is limited to the area indicated or approved by City of Sausalito.

Contractor shall be solely responsible for all utilities (including without limitation electricity, water, gas, etc.) at the Site.

Existing materials and equipment removed and not reused as a part of the Work shall be returned to the City of Sausalito. Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated to be salvaged and reused or to remain the property of City of Sausalito. Contractor shall store and protect salvaged items specified or indicated to be reused in the Work.

Salvaged items not to be reused in the Work, but to remain City of Sausalito's property shall be delivered by Contractor in good condition to City of Sausalito. Contractor to confirm where and when to deliver these items.

Any items specified or indicated to be salvaged which are damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by Contractor in kind or with new items.

Contractor may furnish and install new items instead of those specified or indicated to be salvaged and reused, in which case such removed items will become Contractor's property.

Existing materials and equipment removed by Contractor shall not be reused in the Work, except where so specified or indicated.

BID ITEMS, ALLOWANCES, AND ALTERNATES

Any Bid Item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid Items or prices therefore.

Payment of all items is subject to provisions of Contract Documents, including without limitation Section 01200 (Measurement and Payment).

For all Bid Items, furnish and install all work indicated and described in Specifications and all other Contract Documents, including connections to existing systems. Work and requirements applicable to each individual Bid Item, or unit of Work, shall be deemed incorporated into the description of each Bid Item.

Descriptions of Lump Sum Items (listed by Bid Item Numbers). Bid items are not intended to be exclusive descriptions of work categories and Bidder shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item as shown and specified:

Bonds and Insurance. The lump sum price paid under this item shall be full payment for all Bonds and Insurance required by Document 00700 (General Conditions).

Safety Plan and Programs. The lump sum price paid under this item shall be full payment for providing the Safety Plan and programs as required by Section 001540 (Site Security and Safety) and Document 00700 (General Conditions).

Mobilization/Demobilization. The lump sum price paid under this item shall be full payment for initial mobilization at Project commencement (50% to be paid then), and cleanup and demobilization at Final Completion of Work to be completed (50% to be paid then).

Installation, Operation, and Maintenance Manuals, Record Drawings-. The lump sum price paid under this item shall be full payment for preparation of installation, operation, and maintenance manuals.

All Work of Contract Documents other than Work separately provided for under other Bid Items. The lump sum price paid under this item shall be full payment for all Work of Contract Documents other than Work separately provided for under other Bid Items, including cleaning, startup, and testing, submittals, and all other general conditions, general requirements, and seismic requirements.

Allowances:

Allowance work shall be done as Change Orders and as specified in Section 01250 (Modification Procedures). Identify Allowance Items (See Document 00400 [Bid Form]) work on the Progress Schedules and on Applications for Payment.

The Amount given on Document 00400 (Bid Form) under each Allowance Item is the sum of money set aside for each Allowance Item. These amounts shall be included in the Contract Sum on the Bid Form.

If the cost of work done under any Allowance Item is less than the amount given on the Bid Form under that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given in the Bid Form and the cost of work actually done.

Scope of Allowances:

[]

Alternates:

WORK UNDER OTHER CONTRACTS

Work at the site performed by others includes the following: [____]. The City of Sausalito may have contractors under separate contract performing repairs, upgrades or replacement of floor coverings, ceiling tiles, acoustic treatments, window coverings, furniture, audio visual equipment, electrical and communications systems work at the same site as painting performed by Contractor under this contract.

FUTURE WORK

WORK SEQUENCE

Construct Work in stages and at times to accommodate City of Sausalito operational requirements during the construction period; coordinate construction schedule and operations with City of Sausalito.

BUSINESS DAYS AND HOURS

The City of Sausalito's Regular Business Days and hours for construction personnel, such as facilities managers, architects, inspectors, and maintenance personnel, are Monday-Friday inclusive, 8:00 a.m. - 4:30 p.m. local time.

Contractor may work at the Site on weekends or holidays if it notifies City of Sausalito in writing at least 48 hours in advance. In the case of Work by Contractor after normal working hours or on weekends or holidays, Contractor shall be responsible for any additional inspection costs incurred by the City of Sausalito. Such costs may be withheld from any succeeding monthly progress payment.

Contractor shall protect facilities against deleterious substances and damage.

COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

Coordinate with City of Sausalito and any City of Sausalito forces, or other contractors and forces, as required by Document 00700 (General Conditions), paragraph 6.

Contractor shall coordinate the construction schedule with the regular daily operations schedule of the City of Sausalito for minimal interruption during utility service installations/modifications. All shut-downs required to perform the work and temporary facilities/utilities to affected City of Sausalito constituencies or other projects shall be coordinated by the Contractor and included in the base scope/cost of the project for normal power service installation.

Noise: Construction activities are to comply with applicable local noise ordinance and applicable Cal-OSHA regulations.

Connections to Existing Facilities. Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Contractor shall receive permission from City of Sausalito or the owning utility prior to undertaking connections.

MAINTENANCE, PRODUCT HANDLING, AND PROTECTION

Transport, deliver, handle, and store materials and equipment at the Site in such a manner as to prevent the breakage, damage or intrusions of foreign matter or moisture, and otherwise to prevent damage.

Hazardous substance compliance: Provide City of Sausalito with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, examples: Adhesives, paints, sealants, and the like.

Packaging: Provide packaged material in manufacturer's original containers with seals unbroken and labels intact until incorporated into the Work.

Remove all damaged or otherwise unsuitable material and equipment promptly from the Site.

E. Protection: Protect all finished surfaces.

F. Asbestos Removal: If, during the progress of the Work, suspected asbestos-containing products are identified, Contractor shall stop work in the affected area and immediately notify the Owner.

Cost of maintenance of systems and equipment prior to either Substantial Completion or filing of a Notice of Completion will be considered as included in prices bid and no direct or additional payment will be made therefore.

Contractor is to complete, and if necessary develop, maintenance forms for each piece of major equipment installed and/or stored until project close out.

Maintenance forms, Operation and Maintenance Manuals and all related contract close-out documentation will be submitted to the City of Sausalito's Representative no more than thirty (30) days after the date of Substantial Completion. A Notice of Completion will not be filed until all contract close-out documents are submitted and approved.

PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

Allow City of Sausalito to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.

Possession, use of Work, and placement and installation of equipment by City of Sausalito shall not in any way evidence the completion of the Work or any part of it.

Contractor shall not be held responsible for damage to the occupied part of the Work resulting from City of Sausalito occupancy.

N/A

Use and occupancy by City of Sausalito prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by City of Sausalito.

Prior to date of Final Acceptance of the Work by City of Sausalito, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00700 (General Conditions).

Use by City of Sausalito of Work or part thereof as contemplated by this Section 01100 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by City of Sausalito of any of the conditions thereof.

City of Sausalito may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in paragraph 08 of this Section 01100, if any, prior to substantial completion of all of the Work. Contractor shall notify City of Sausalito's Representative and Architect/Engineer in writing when Contractor considers any such part of the Work ready for its intended use and substantially complete and request City of Sausalito to issue a Certificate of Substantial Completion for that part of the Work.

CONTRACTOR USE OF PREMISES

Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.

Do not unreasonably encumber Project Site with materials or equipment.

Assume full responsibility for protection and safekeeping of products stored on premises.

Move any stored products that interfere with operations of City of Sausalito or other contractor.

Parking, storage, staging, and work areas shall be coordinated with the City of Sausalito, and comply with all other Contract documents requirements.

LINES AND GRADES

All Work shall be done to the lines, grades, and elevations indicated on the Drawings.

City of Sausalito shall provide basic horizontal and vertical control points to be used as datums for the Work. All additional survey, layout, and measurement work shall be performed by Contractor as a part of the Work.

Contractor shall provide at its cost an experienced instrument person, competent assistants, and such instruments, tools, stakes and other materials required to complete the survey, layout, and measurement work. In addition, Contractor shall furnish at its cost competent persons and such tools, stakes, and other materials as City of Sausalito (and/or any Architect/Engineer) may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Contractor.

Contractor shall keep City of Sausalito informed, a reasonable time in advance, of the times and places at which it wishes to do survey/layout work, so that any checking deemed necessary by City of Sausalito may be done with minimum inconvenience to City of Sausalito and minimum delay to Contractor.

Contractor shall remove and reconstruct Work which is improperly located.

PROTECTION OF EXISTING STRUCTURES AND UTILITIES

The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, hot water, and other similar items and utilities that are known to City of Sausalito.

Contractor shall locate these known existing installations before proceeding with trenching or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.

Additional utilities whose locations are unknown to City of Sausalito are suspected to exist. Contractor must be alert to their existence. If additional utilities are encountered, Contractor must immediately report to City of Sausalito for disposition.

In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00700 (General Conditions).

Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00700 (General Conditions).

DAMAGE TO EXISTING PROPERTY

Contractor will be responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, City of Sausalito.

Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.

Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

DUST CONTROL

Contractor shall take reasonable measures to prevent unnecessary dust. The following items shall be specifically implemented to control dust:

All construction locations with active excavation shall be watered at least twice daily.

Cover all trucks hauling soil, sand, and other loose materials; or require all trucks to maintain at least two feet of freeboard.

Pave, apply water daily, or apply non-toxic soil stabilizers on all un-paved access roads, parking areas, and staging areas at construction site.

Sweep daily with water sweepers all paved access roads, parking areas, and staging areas at construction sites during earthwork activities.

Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.)

Limit the speed of all construction vehicles to 5 miles per hour while on un-paved roads at the Site.

Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust.

Existing and new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

Building Interiors: provide dust barriers, walk-off pads, etc. to minimize dust infiltration in buildings. If required, the Contractor will clean interior common areas (e.g., corridors, lobbies) as needed during each work day.

PARKING

Parking will be provided in designated areas at no cost to the Contractor.

LAYDOWN/STAGING AREA

Contractor shall utilize the area indicated for storage of all construction materials. This area shall be enclosed and locked by Contractor for security purposes.

PUNCH LIST VERIFICATION

A punch list examination will be performed upon Substantial Completion of Work. One follow-up review of punch list items will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, at City of Sausalito's discretion, Contractor shall reimburse City of Sausalito for these visits.

UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall confine its operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be performed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner. The Contractor will employ BEST practices to manage the construction site during inclement weather.

CONSTRUCTION SITE ACCESS

Contractor shall at all times limit access to the Site to necessary personnel only. Access for construction personnel shall be limited to regular work hours, unless prior approval is obtained from the City of Sausalito. All deliveries to Contractor shall be coordinated by Contractor. The City of Sausalito will not receive or forward Contractor mail or deliveries.

N/A

SITE ADMINISTRATION

Contractor shall be responsible for all areas of the Site used by it and by all Subcontractors in the performance of the Work. Contractor shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to City of Sausalito or others. Contractor shall have the right to exclude from the Site all persons who have no purpose related to the Work or its inspection, and may require all persons on the Site to observe the same regulations as Contractor requires of its employees.

EROSION CONTROL: N/A

PART 2 PRODUCTS

2.1 PRODUCTS ORDERED IN ADVANCE:

2.2 RESPONSIBILITIES FOR CITY OF SAUSALITO-FURNISHED PRODUCTS:

A. City of Sausalito's Responsibilities:

- Arrange for and deliver City of Sausalito-reviewed Shop Drawings, Product Data, and Samples, to Contractor.
- Arrange and pay for delivery to site.
- On delivery, inspect products jointly with Contractor.
- Submit claims for transportation damage and replace damaged, defective, or deficient items.
- Arrange for manufacturers' warranties, inspections, and service.

Contractor's Responsibilities:

- Review City of Sausalito-reviewed Shop Drawings, Product Data, and Samples.
- Receive and unload products at site; inspect for completeness or damage jointly with City of Sausalito.
- Handle, store, install, and finish products.
- Repair or replace items damaged after receipt.
- Install into Project per Contract Documents.

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01200

MEASUREMENT & PAYMENT

PART 1 GENERAL

SUMMARY

Section includes description of all “payment to complete” requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

REFERENCES

California Public Contract Code
Code of Civil Procedures
Government Code
Specification 01320

SCOPE OF WORK

WORK UNDER CONTRACT DOCUMENTS, OR UNDER ANY BID ITEM, ALLOWANCE, OR ALTERNATE, SHALL INCLUDE ALL LABOR, MATERIALS, TAXES, TRANSPORT, HANDLING, STORAGE, SUPERVISION, ADMINISTRATION, AND ALL OTHER ITEMS NECESSARY FOR THE SATISFACTORY COMPLETION OF WORK, WHETHER OR NOT EXPRESSLY SPECIFIED OR INDICATED.

DETERMINATION OF QUANTITIES

Quantity of work to be paid for under any item for which a unit price is fixed in Contract Documents shall be number, as determined by City of Sausalito, of units of work satisfactorily completed in accordance with Contract Documents or as directed by City of Sausalito. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods set forth in Contract Documents, including without limitation this Section 01200. If methods are not so set forth, measurements shall be made in any manner which City of Sausalito considers appropriate for class of Work measured (e.g., pre-assigned values, percentage completion, units completed or incremental milestones). Contractor must immediately inform City of Sausalito of any disputes regarding quantity measurements and shall immediately supply City of Sausalito with any documentation supporting the disputed measurements.

SCOPE OF PAYMENT

Except as otherwise expressly stated in Section 01100 (Summary of Work), payment to Contractor at the lump sum price fixed in the Contract Documents for performing all Work required under Contract Documents may be adjusted pursuant to any approved Change Order or Construction change directive, shall be full compensation for completing, in accordance with Contract Documents, all Work required under the item or under Contract Documents, and for all expense incurred by Contractor for any purpose in connection with the performance and completion of said Work, including all incidental work necessary for completion of the Work.

The Contract Sum shall be deemed to include all costs necessary to complete required Work, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:

Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or prosecution of Bid Item until acceptance by City of Sausalito;

Escalation to allow for cost increases between time of Contract Award and completion of Work or completion of Bid Item.

Whenever it is specified herein that Contractor is to do work or furnish materials in Contract Documents, it shall be understood that Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price Bid, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra work.

No payment shall be made for materials or equipment not yet incorporated into the Work, except as specified in Section 01100 (Summary of Work).

The City of Sausalito may, in its discretion, where Contractor requests payment on the basis of materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:

The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded warehouse;

Full title to the materials and/or equipment shall vest in City of Sausalito at the time of delivery to the Site, bonded warehouse or other bonded storage location;

Obtain a negotiable warehouse receipt, endorsed over to City of Sausalito for materials and/or equipment stored in and off-site warehouse. No payment will be made until such endorsed receipts are delivered to City of Sausalito;

Stockpiled materials and/or equipment shall be available for City of Sausalito inspection, but City of Sausalito shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents;

After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense;

At Contractor's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;

Contractor's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that City of Sausalito has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City of Sausalito's interest therein, all of which must be satisfactory to City of Sausalito. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided. In addition, for each piece of major equipment listed in Section 01100 (Summary of Work) the Contractor is to submit a sample of the maintenance log (See paragraph 1.6.H.11 of Section 01600) that will be used during the project with the Application for Payment.

Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.

BASIS OF PAYMENT

Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.

Allowances: Allowance items (if any) will be paid for as provided in Section 01100 (Summary of Work). Funds authorized for Allowance work will not be released for Contract payments unless City of Sausalito has authorized Allowance work in writing.

City of Sausalito does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Bid Item or Items, or to add work not originally included in Bid or Contract Documents, when in its judgment such change is in best interest of City of Sausalito. No change in Work shall be considered a waiver of any other condition of Contract Documents.

PROGRESS PAYMENTS

If requested by Contractor, progress payments will be made monthly.

Schedule of Values:

Within ten (10) Days from issuance of Notice of Award and prior to the Contractor's first Application for Payment, submit a detailed breakdown of its Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. See Specification 01320. The format and detail of the breakdown shall be

as directed by City of Sausalito to facilitate and clarify future progress payments to Contractor for direct Work under Contract Documents. This breakdown shall be referred to as the Schedule of Values.

Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid Item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum, less any allowances designated by City of Sausalito. Scheduling, record documents and quality assurance control shall be separate line items.

City of Sausalito will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by City of Sausalito, City of Sausalito will accept this Schedule of Values for use. City of Sausalito shall be the sole judge of fair market cost allocations.

City of Sausalito will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to City of Sausalito.

Applications for Payment: Contractor shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices. In addition:

On or before the 20th Day of each month (but after receipt of City of Sausalito's approval of the updated Schedule as required by Section 01320 (Progress Schedules and Reports)), Contractor shall submit to City of Sausalito one copy of an Application for Payment for the cost of the Work put in place during the period from the 1st Day of the previous month to the Last Day of the previous month. Such Applications for Payment shall be for the total value of activities completed or partially completed, including approved activity costs, based upon Schedule of Values prices of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. Contractor shall submit in a form similar in format to AIA form G702 and G703 an itemized cost breakdown of Contractor's record of Cost of the Work together with supporting data and any certification required by City of Sausalito. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a Day for Day basis.

Applications for Payment may include, but are not necessarily limited to the following:

- Material, equipment, and labor incorporated into the Work, less any previous payments for the same;
- Up to 75 percent of the cost of equipment identified in paragraph 0 of this Section 01200 (if any), if purchased and delivered to the Site or stored off Site, as may be approved by City of Sausalito.
- Up to 50 percent of the cost of materials identified in paragraph 0 of this Section 01200 (if any), specifically fabricated for the Project that are not yet incorporated into the Work.

At the time any Application for Payment is submitted, certify in writing the accuracy of the Application and that Contractor has fulfilled all scheduling requirements of Document 00700 (General Conditions) and Section 01320 (Progress Schedules and Reports), including updates and revisions. A responsible officer of Contractor shall execute the certification.

No progress payment will be processed prior to City of Sausalito receiving all requested, acceptable schedule update information. Failure to submit a schedule update complying with Section 01320 justifies denying the entire Application for Payment. Should Contractor fail to submit timely or accurate schedule updates the City of Sausalito has the right to impose a Withhold of funds in the amount up to \$10,000 per occurrence until the contractor demonstrates compliance with timely, acceptable and accurate schedule update submittals. In the sole judgment of the City of Sausalito if it is determined that the contractor is not capable of delivering timely and accurate updates these Withheld monies may be converted to a back charge to Contractor to offset the costs to the City of Sausalito associated with providing the schedule update function. See also Section 01320 (Progress Schedules and Reports), paragraph 1.2.J.

If Contractor fails or refuses to participate in work reconciliations or other construction progress evaluation with City of Sausalito, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to City of Sausalito.

Each Application for Payment shall list each Change Order and Construction change directive ("CCD") executed prior to date of submission, including the Change Order/CCD Number, and a description of the work activities, consistent with the descriptions of original work activities. Submit a monthly Change Order/CCD status log to City of Sausalito.

If City of Sausalito requires substantiating data, submit information requested by City of Sausalito, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.

With each Application for Payment the following reports and logs shall be submitted:

Copies of completed maintenance logs for each piece of major equipment listed in Section 01100 (Summary of Work) shall be submitted according to the requirements specified in Section 01600 (Product Requirements).

Copies of up-to-date Waste Reporting Log per Section 01740 (Clean Up) paragraph 1.2.E.5

Contractor's Application for Payment will be deemed incomplete without these documents.

Progress Payments

City of Sausalito will review Contractor's Application for Payment following receipt. If adjustments need to be made to percent of completion of each activity, City of Sausalito will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.

Each Application for Payment may be reviewed by City of Sausalito and/or inspectors to determine whether the Application for Payment is proper, and shall be rejected, revised, or approved by City of Sausalito pursuant to the Schedule of Values prepared in accordance with this Section 01200.

If it is determined that the Application for Payment is not proper and suitable for payment, City of Sausalito will return it to the Contractor as soon as practicable, but no later than seven (7) Days after receipt, together with a document setting forth in writing the reasons why the Application for Payment is not proper. If City of Sausalito determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then City of Sausalito may approve the other portions of the Application for Payment, and in the case of disputed items or defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.

Pursuant to Public Contract Code Section 20104.50, if City of Sausalito fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, City of Sausalito shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. The 30-Day period shall be reduced by the number of Days by which City of Sausalito exceeds the seven (7) Day return requirement set forth herein.

As soon as practicable after approval of each Application for Payment for progress payments, City of Sausalito will pay to Contractor in manner provided by law, an amount equal to 90 percent of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of City of Sausalito, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.

Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. City of Sausalito also may elect in its sole discretion to pay progress payments by joint check to Contractor and each Subcontractor having an interest in that progress payment in such amount.

City of Sausalito reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of City of Sausalito, are not adequately and properly protected against weather and/or damage prior to or following incorporation into the Work.

Granting of progress payment or payments by City of Sausalito, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.

When City of Sausalito shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by City of Sausalito from amount of next succeeding progress payment or from any other moneys due or that may become due Contractor under Contract. If, on completion or termination of Contract, such moneys due Contractor are found insufficient to cover City of Sausalito's charges against it, City of Sausalito shall have right to recover balance from Contractor or Sureties.

SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:

At request and expense of Contractor, securities listed in Section 16430 of the 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 of Sausalito 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.

Alternatively, Contractor may request and City of Sausalito 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 this Section 01200 for securities deposited by Contractor. Upon satisfactory completion of Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from City of Sausalito, pursuant to the terms of this Section 01200. 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.

Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.

Enter into escrow agreement with Controller according to Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention), as authorized under 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.

Public Contract Code Section 22300 is hereby incorporated in full by this reference.

FINAL PAYMENT

As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and Contractor maintenance after Final Acceptance, City of Sausalito will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including without limitation retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

Prior progress payments shall be subject to correction in the final payment. City of Sausalito's determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by Contractor under Contract Documents and shall be full measure of compensation to be received by Contractor.

Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to City of Sausalito's obligation to make final payment, Document 00650 (Agreement and Release of Any and All Claims) discharging City of Sausalito, its officers, City of Sausalito's Representative, employees, and consultants of and from liabilities, obligations, and claims arising under Contract Documents.

EFFECT OF PAYMENT

Payment will be made by City of Sausalito, based on City of Sausalito's observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that City of Sausalito has:

Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;

Reviewed construction means, methods, techniques, sequences, or procedures;

Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by City of Sausalito to substantiate Contractor's right to payment; or

Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.

CONTINGENCY RESERVE

City of Sausalito will authorize and direct Contractor regarding provisions in this paragraph.

Contingency Reserve Amount: as listed in Document 00520 (Agreement).

City of Sausalito shall determine in its sole discretion which, if any, costs it will authorize in writing to be paid from the Contingency Reserve. Generally, Contingency Reserve will be used only for City of Sausalito-initiated changes in scope of Work of Contract Documents.

Cost shall be determined as for CCD work as provided in Section 01250 (Modification Procedures).

Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Contractor on account of Work covered by this Contingency Reserve, and the Contract Sum will be correspondingly adjusted

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01250

Modification Procedures

PART 1 GENERAL

SUMMARY

Section includes:

Description of general procedural requirements for alterations, modifications, and extras.

Reference

Public Contract Code Section 7105 (d) (2).

GENERAL

Any change in scope of Work or deviation from Contract Documents including, without limitation, extra work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.

Only Contractor or City of Sausalito may initiate changes in scope of Work or deviation from Contract Documents.

Contractor may initiate changes by submitting RFIs, Notice of Concealed or Unknown Conditions, or Notice of Hazardous Waste Conditions.

RFIs shall be submitted to seek clarification of or request changes in the Contract Documents.

Notices of Concealed or Unknown Conditions shall be submitted in accordance with Document 00700 (General Conditions).

Notices of Hazardous Waste Conditions shall be submitted in accordance with Document 00700 (General Conditions), and Supplementary Conditions [Document or Section] 00805.

Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation. Contractor shall be responsible for both City of Sausalito and its Architect/Engineer's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by City of Sausalito; at City of Sausalito's discretion, such costs may be deducted from progress payments or final payment.

City of Sausalito may initiate changes by issuing a Supplemental Instruction, which may revise, add to or subtract from the Work.

City of Sausalito may initiate changes in the Work or Contract Time by issuing RFPs to Contractor. Such RFPs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.

City of Sausalito may also, by Construction Change Directive ("CCD"), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order and may, upon notice, consist of a Change Order executed by City of Sausalito only.

It is the responsibility of the Contractor to notify the City of Sausalito within seven (7) days if there is a cost change. Notifications beyond this time limit may result in future claims being time barred.

PROCEDURES

Cost Proposal and Procedures: Whenever Contractor is required in this Section 01250 to prepare a Cost Proposal, and whenever Contractor is entitled to submit a Cost Proposal and elects to do so, Contractor shall prepare and submit to City of Sausalito for consideration a Cost Proposal using the form attached to this Section 01250. All Cost Proposals must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, overhead and profit. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall be determined as provided in paragraphs 1.4 and 1.5 of this Section 01250. After receipt of a Cost Proposal with a detailed breakdown, City of Sausalito will act promptly thereon.

If City of Sausalito accepts a Cost Proposal, City of Sausalito will prepare Change Order for City of Sausalito and Contractor signatures.

If Cost Proposal is not acceptable to City of Sausalito because it does not agree with cost and/or time included in Cost Proposal, City of Sausalito will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except as otherwise provided in this Section 01250, Contractor shall have seven (7) Days in which to respond to City of Sausalito with a revised Cost Proposal.

When necessity to proceed with a change does not allow the City of Sausalito sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), City of Sausalito may order Contractor to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed.

Request for Information: Whenever Contractor requires information regarding the Project or Contract Documents, or receives a request for information from a Subcontractor; Contractor may prepare and deliver an RFI to City of Sausalito. Contractor shall use RFI format provided by City of Sausalito. Contractor must, immediately upon discovery of a discrepancy in the documents or unforeseen condition, submit time critical RFIs before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required.

City of Sausalito will respond in a timely manner from receipt of RFI with a written response to Contractor.

Contractor shall distribute response to all appropriate Subcontractors. The City of Sausalito may return RFI requesting additional information should RFI be inadequate in describing the condition.

If Contractor is satisfied with the response and does not request change in Contract Sum or Contract Time, then the response shall be executed without a change.

If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating if it is a follow-up RFI) to City of Sausalito clarifying original RFI.

If Contractor believes that the response results in change in Contract Sum or Contract Time, Contractor shall notify City of Sausalito in writing within seven (7) Days after receiving the response. If City of Sausalito disagrees with Contractor, then Contractor may give notice of intent to submit a Claim as described in Article 12 of Document 00700 (General Conditions), and submit its Claim within thirty (30) Days. If City of Sausalito agrees with Contractor, then Contractor must submit a Cost Proposal within fourteen (14) Days of receiving the response to the RFI. Contractor's failure to deliver either the foregoing notice and Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.

Supplemental Instruction: City of Sausalito may issue Supplemental Instruction to Contractor.

If Contractor is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Time, then Supplemental Instruction shall be executed without a Change Order.

If Contractor believes that Supplemental Instruction results in change in Contract Sum or Contract Time, then Contractor shall notify City of Sausalito in writing within seven (7) Days of receiving the Supplemental Instruction, and submit a Cost Proposal to City of Sausalito within fourteen (14) Days of receiving the Supplemental Instruction.

Construction Change Directives: If at any time City of Sausalito believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, City of Sausalito may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Contractor shall promptly proceed with the change of Work involved and concurrently respond to City of Sausalito's CCD within ten (10) Days.

Contractor's response must be any one of following:

Return CCD signed, thereby accepting City of Sausalito's response, time and cost.

Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if City of Sausalito so requests.

Give notice of intent to submit a Claim as described in Article 12 of Document 00700 (General Conditions), and submit its Claim within thirty (30) days.

If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

Unit prices stated in the Contract Documents or subsequently agreed upon.

Cost to be determined based upon time and material tickets. Failure of the Contractor to include time and material tickets on any given day will result in Contractor having waived his right for compensation or time for any missing time and material tickets.

CCCD signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

If Contractor does not respond promptly or disagrees with the City of Sausalito's recommended adjustment in the Contract Sum or Contract Time, the method and the adjustment shall be determined by City of Sausalito on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a CCD, Contractor may file a Claim per Article 12 of Document 00700 (General Conditions). Contractor shall keep and present, in such form as City of Sausalito may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in paragraphs 0 and 0 of this Section 01250.

City of Sausalito Requested RFP: Contractor shall furnish a Cost Proposal within fourteen (14) Days of City of Sausalito's RFP. Upon approval of RFP, City of Sausalito will issue a Change Order directing Contractor to proceed with extra Work. If the parties do not agree on the price for an RFP, City of Sausalito may either issue a CCD or decide the issue per Article 12 of Document 00700 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

Differing Site Conditions: Contractor shall submit Notices of Differing Site Conditions to resolve problems regarding differing underground Site conditions encountered in the execution of the Work pursuant to paragraph 13.4 of Document 00700 (General Conditions), which shall govern. If City of Sausalito determines that a change in Contract Sum or Contract Time is justified, City of Sausalito will issue RFP or CCD.

Hazardous Waste Conditions: Contractor shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work pursuant to paragraph 13.5 of Document 00700 (General Conditions) and Document 00805. If City of Sausalito determines that a change in Contract Sum or Contract Time is justified, City of Sausalito will issue RFP or CCD.

All Changes:

Documentation of Change in Contract Sum and Contract Time:

Contractor shall maintain detailed records of Work performed under a CCD on a time-and-material basis.

Contractor shall document each proposal for a change in cost and time with sufficient data to allow evaluation of the proposal.

Contractor shall, on request, provide additional data to support computations for:

Quantities of products, materials, labor and equipment.

Taxes, insurance, and bonds.

Overhead and profit.

Justification for any change in Contract Time shall be in accordance with Section 01320.

Credit for deletions from Contract, similarly documented.

Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.

Contractor shall support each claim for additional costs and for Work performed on a cost-and-percentage basis, with additional information including:

Credit for deletions from Contract, similarly documented.

Origin and date of claim.

Dates and times Work was performed and by whom.

Time records and wage rates paid.

Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.

Correlation of Other Items:

Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.

Contractor shall revise Progress Schedules to include approved Change Orders in accordance with Section 01320.

Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

Responses: For all responses for which the Contract Documents, including without limitation this Section 1250, do not provide a specific time period, recipients shall respond within a reasonable time.

Disputes: For all disputes arising from the procedures herein, Contractor shall follow Article 12 of Document 00700.

COST DETERMINATION

Total cost of extra Work or of Work omitted shall be the sum of labor costs, material costs, equipment rental costs and specialist costs as defined herein plus overhead and profit as allowed herein. This limit applies in all cases of claims for extra Work, whether calculating Cost Proposals, Change Orders or CCDs, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature. No special, incidental or consequential damages may be claimed or recovered against City of Sausalito, City of Sausalito's Representative, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.

Overhead and Profit: (Overhead shall be as defined in paragraph 0 of this Section 01250)

Overhead and profit on labor for extra Work shall be 15 percent.

Overhead and profit on materials for extra Work shall be 15 percent.

Overhead and profit on equipment rental for extra Work shall be 10 percent.

When extra Work is performed by a first tier Subcontractor, Contractor shall receive a 5 percent markup on Subcontractors' total costs, excluding markup, of extra Work. First tier Subcontractor's markup on its Work shall not exceed 15 percent.

When extra Work is performed by a lower tier Subcontractor, Contractor shall receive a total of 5 percent markup on the lower tier Subcontractors' total costs, excluding markup, of extra Work. Contractor and first tier Subcontractors and lower tier Subcontractors shall divide the 10 percent markup as mutually agreed.

Notwithstanding the foregoing, in no case shall the total markup on any extra Work exceed 20 percent of the direct cost, notwithstanding the actual number of contract tiers.

On proposals covering both increases and decreases in Contract Sum, overhead, profit, and commission shall be allowed on the net increase only as determined in paragraph 1.4 above. When the net difference is a deletion, no percentage for overhead profit and commission shall be allowed, but rather a deduction shall issue.

The markup shall include profit, small tools, cleanup, engineering, supervision, warranties, and cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.

Taxes:

All State sales and use taxes, Marin County and applicable City sales taxes, shall be included.

Federal and Excise tax shall not be included.

Owner-Operated Equipment: When owner-operated equipment is used to perform extra Work, Contractor will be paid for operator as follows:

Payment for equipment will be made in accordance with paragraph 0 of this Section 01250.

Payment by the City of Sausalito for cost of labor will be made at no more than prevailing wage rates of such labor established by Department of Industrial Relations for type of worker and location of Work.

Accord and Satisfaction: Every Change Order and accepted CCD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CCD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CCD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00700 no later than 30 days of Contractor's first written notice of its intent to reserve rights.

COST BREAKDOWN

Labor: Contractor will be paid cost of labor for workers (including forepersons when authorized by City of Sausalito) used in actual and direct performance of extra Work. Labor rate, whether employer is Contractor, Subcontractor or other forces, will be sum of following:

Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.

Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in paragraph 0 of this Section 01250, such as taxes and worker's compensation insurance. Such labor surcharge shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.

Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:

If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to City of Sausalito notwithstanding fact that such discount may not have been taken.

For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.

If cost of a material is, in opinion of City of Sausalito, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in paragraph 0 of this Section 01250.

Equipment Rental for Extra Work: The following is applicable only for equipment rented specifically for extra work that is not currently on-site. For Contractor- or Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by City of Sausalito. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by City of Sausalito. The following shall be used in computing rental time of equipment:

When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.

When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.

For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:

City of Sausalito will pay for costs of loading and unloading equipment.

Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.

Cost of transporting equipment shall not exceed applicable minimum established rates of California Department of Transportation.

City of Sausalito will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.

Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which City of Sausalito directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and City of Sausalito's legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is

operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.

Work Performed by Special Forces or Other Special Services: When City of Sausalito and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or those of any Subcontractors, service or extra Work item may be performed by specialist. In those instances wherein Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. City of Sausalito must be notified in advance of all off-Site Work. In lieu of overhead and profit provided in paragraph 0 of this Section 01250, 15 percent will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

FORCE-ACCOUNT WORK

If it is impracticable because of nature of Work, or for any other reason, to fix an increase or decrease in price definitely in advance, the Contractor may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by City of Sausalito. The cost for Force-Account Work shall be determined pursuant to paragraphs 0 and 0 of this Section 01250.

Force-Account Work shall be used when it is not possible or practical to price out the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between City of Sausalito and Contractor have broken apart and a bilateral agreement on the value of the changed Work cannot be reached. City of Sausalito may approve other uses of Force-Account Work.

Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to City of Sausalito each Business Day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day, by using the Cost Proposal form attached hereto. No claim for compensation for Force-Account Work will be allowed unless report shall have been made.

Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to City of Sausalito when 75 percent of the NTE amount has been expended.

Force-Account Work shall be paid as extra Work under this Section 01250. Methods of determining payment for Work and materials provided in this paragraph 1.6 shall not apply to performance of Work or furnishings of material that, in judgment of City of Sausalito, may properly be classified under items for which prices are otherwise established in Contract Documents.

CITY OF SAUSALITO-FURNISHED MATERIALS

City of Sausalito reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and overhead and profit on such materials.

OVERHEAD DEFINED

The following constitutes charges that are deemed included in overhead for all Contract Modifications, including Force-Account Work or CCD Work, whether incurred by Contractor, Subcontractors, or suppliers, and Contractor shall not invoice or receive payment for these costs separately:

Drawings: field drawings, Shop Drawings, etc., including submissions of drawings

Routine field inspection of Work proposed

General Superintendence

General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary

Computer services

Reproduction services

Salaries of project Architect/Engineer, superintendent, timekeeper, storekeeper and secretaries

Janitorial services

Temporary on-Site facilities:

Offices

Telephones
Plumbing
Electrical: Power, lighting
Platforms
Fencing, etc.
Water
Temporary Sanitary/Toilet Facilities for Campus use during utility interruptions
Emergency Generators for City Hall use during utility interruptions
Home office expenses
Insurance and Bond premiums
Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents
Surveying
Estimating
Protection of Work
Handling and disposal fees
Final cleanup
Other incidental Work

RECORDS AND CERTIFICATION

Force-Account (cost reimbursement) charges shall be recorded daily and summarized in Cost Proposal form attached hereto. Contractor or authorized representative shall complete and sign form each day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; a list by size type and identification number of equipment and hours operated; and an indication of all Work performed by specialists.

No payment for Force-Account Work shall be made until Contractor submits original invoices substantiating materials and specialists charges.

City of Sausalito shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for modification of Contract, including Force-Account Work and CCD Work.

Further, City of Sausalito will have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. If Contractor is a joint venture, right of City of Sausalito shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member. This right shall be specifically enforceable, and any failure of Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to the Article 12 of Document 00700.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

COST PROPOSAL FORM FOLLOWS ON NEXT PAGE

COST PROPOSAL (CP)

PROJECT
Contract Number

CP Number: _____
Date: _____
In Response To: (RFP#, etc.) _____

To: City of Sausalito
Attention: [Point of Contact]
[Insert POC address]
Telephone: (415) [_____] Fax: (415) [_____]

From: _____

REQUESTED CHANGE IN CONTRACT TIME (DAYS) _____

Brief description of change(s):

LINE	COST DESCRIPTION LIST CONTRACTOR BUSINESS NAME→	PRIME CONTR.	SUB 1 1 ST TIER	SUB 2 1 ST TIER	SUB 3 1 ST TIER	SUB 4 LOWER TIER	SUB-TOTAL ALL ROWS	
1	labor							
2	Taxes							
3	Overhead & Profit 15% (to Contractor or 1 st Tier Subs)							
4	Lower Tier Subs Markup 10% (divided between Contractor, 1 st Tier Subs and Lower Tier Subs)							
5	<i>SUBTOTAL LABOR excluding Taxes (ADD LINES 1,3,4 FOR EACH COLUMN)</i>						SUBTOTAL LABOR A	
6	MATERIAL							
7	Taxes							
8	Overhead & Profit 15% (to Contractor or 1 st Tier Subs)							
9	Lower Tier Subs Markup 10% (divided between Contractor, 1 st Tier Subs and Lower Tier Subs)							
10	<i>SUBTOTAL MATERIAL EXCLUDING TAXES (ADD LINES 6,8,9 FOR EACH COLUMN)</i>						SUBTOTAL MAT. B	
11	Equipment							
12	Taxes							
13	Overhead & Profit 10% (to Contractor and 1 st Tier Subs)							
14	Lower Tier Subs Markup 10% (divided between Contractor, 1 st Tier Subs and Lower Tier Subs)							
15	<i>SUBTOTAL EQUIPMENT excluding Taxes (ADD LINES 11,13,14 FOR EACH COLUMN)</i>						SUBTOTAL EQUIP. C	
16	SPECIALIST WORK							
17	Taxes							
18	Cash or trade discount							
19	Subtotal (Subtract Line 18 from Line 16)							
20	Total Markup 15% (divided between Contractor, 1 st Tier Subs and Lower Tier Subs)							
21	<i>SUBTOTAL SPECIALIST WORK excluding Taxes (ADD LINES 19,20 FOR EACH COLUMN)</i>						SUBTOTAL SPEC. D	
22	<i>SUBTOTAL COSTS EXCLUDING MARKUP (ADD LINES 1,6,11,19 FOR EACH COLUMN)</i>							
23	Total Contractor Markup for Subcontractor's Work 5% (MULTIPLY LINE 22 X 0.05)						SUBTOTAL O&P ON SUBS WORK E	
24	Total Costs (ADD LINES 5,10,15,21)						ADD CELLS A+B+C+D+E AND ENTER GRAND TOTAL BELOW	
25	Total Taxes (ADD LINES 2,7,12,17)							
26	TOTAL EXPENSES (ADD LINES 23,24, 25)	T	U	V	X	Y	F	
27	GRAND TOTAL (ADD CELLS T,U,V,X,Y)	Z	TOTALS IN CELL F AND CELL Z MUST MATCH.					
28	Double check % of Markup on Total Cost above. [Equation: 1- line 22/line 26) = Answer must be ≤ 0.20]							

Print Name & Title:	Signature:	Date:
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SECTION 01315

Project Meetings

PART 1 GENERAL

SUMMARY

Section Includes:

Descriptions of the required Project meetings for the Work. These meetings include:

Preconstruction Conference.

Weekly Progress Meetings.

Special Meetings.

PRECONSTRUCTION CONFERENCE

City of Sausalito will call for and administer Preconstruction Conference at time and place to be announced.

Contractor, all major Subcontractors, Construction Scheduler, and major suppliers shall attend Preconstruction Conference.

Agenda will include, but not be limited to, the following items.

Schedules

Personnel and vehicle permit procedures

Use of premises

Location of the Contractor's on-Site facilities

Security

Housekeeping

Waste Reporting

Safety/HAZMAT/Regulatory Agencies

Site Conduct and Procedures

Submittal and RFI procedures

Inspection and testing procedures, on-Site and off-Site

Utility shutdown procedures

Control and reference point survey procedures

Injury and Illness Prevention Program

Contractor's Initial Schedule

Contractor's Schedule of Values

Contractor's Schedule of Submittals

Contract Administrative Processes

Video tape existing conditions prior to start of all work

Project Directory

Contractor's Emergency Contact List

Other Project Specific Issues as required

- D. City of Sausalito's Representative will distribute copies of minutes to attendees. Attendees shall have five (5) Workdays to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

NOT USED

WEEKLY PROGRESS MEETINGS

City of Sausalito will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by City of Sausalito.

Meetings shall be held at location directed by City of Sausalito.

The City of Sausalito representative will prepare agenda and distribute it two (2) Workdays in advance of meeting to Contractor.

The City of Sausalito will record meeting notes of the Weekly Progress Meeting. Within two (2) Workdays after the meeting, City of Sausalito will distribute minutes to Contractor though e-mail, who will distribute to those

affected by decisions made at meeting. Attendees can either submit comments or additions to minutes prior to the next progress meeting, or may attend the next progress meeting and submit comments or additions there. Minutes will constitute final memorialization of results of meeting.

Progress meetings shall be attended by Contractor's job superintendent, major Subcontractors and suppliers, City of Sausalito, and others as appropriate to agenda topics for each meeting.

Agenda will contain the following items, as appropriate:

- Review, revise as necessary, and approve previous meeting minutes
- Review of Work progress since last meeting
- Status of Construction Work Schedule, delivery schedules, adjustments
- Submittal, RFI, and Change Order status
- Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
- Other items affecting progress of Work
- Progress billings.

NOT USED

SPECIAL MEETINGS

Any party may call special meetings by notifying all desired participants and City of Sausalito five (5) Workdays in advance, giving reason for meeting. Special meetings may be held without advance notice in emergency situations.

At any time during the progress of Work, City of Sausalito shall have authority to require Contractor attend meeting of any or all of the Subcontractors engaged in Work or in other work, and notice of such meeting shall be duly observed and complied with by Contractor.

Contractor shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in Document 00700 (General Conditions). Contractor shall give City of Sausalito five (5) Workdays written notice of coordination meetings. Contractor shall maintain minutes of coordination meetings. Attendees shall have five (5) Workdays to submit comments or additions to minutes. Minutes will constitute final memorialization of results of coordination meetings.

GUARANTEES/WARRANTIES, BONDS, AND SERVICE AND MAINTENANCE CONTRACTS REVIEW MEETING/INSPECTION

Eleven months following date of Final Completion of entire work, Contractor to conduct an inspection with the City of Sausalito, or City of Sausalito's Representative, to review and act upon guarantees/warranties, bonds, and service and maintenance contracts for materials and equipment. Implement repair or replacement of defective items, and extend service and maintenance contracts, as desired by City of Sausalito.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01320

Progress Schedules and Reports

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This Section is in addition to the Contract General Conditions and Supplementary General Conditions.
- B. Contractor shall develop a network plan and schedule for the project demonstrating complete fulfillment of all contract requirements, shall keep the network plans up to date in accordance with the requirements of this section and shall utilize the Critical Path Method (CPM) in planning, coordinating, performing and reporting the work under this contract, including all activities of Subcontractors, equipment vendors, and suppliers, and in assisting City of Sausalito and City of Sausalito's Project Manager in monitoring the progress of the Work.
- C. The CPM schedule shall be prepared using Primavera Project Planner 3.0, Primavera SureTrak 4.0, MS Project, or newer or equal. Equivalency of a proposed substitute CPM program shall be determined by the City of Sausalito.
- D. The principles and definition of CPM in terms used herein shall be as follows:
 - 1. CPM network is a graphic description of the Contractor's construction plan, showing the sequential steps needed to reach the completion of the Work within the prescribed Contract Time. It shall depict events and tasks as activities, and their interrelationships, and shall recognize the progress that must be made on one activity before subsequent activities can begin. These activities shall be logically represented in a CPM network showing their interrelationships in a chronological fashion. As each activity has a time allocation, the completed network shows the critical path of activities that must be completed on time if the entire Project is not to be delayed. It shall also be possible to identify the earliest and latest start and finish times for each activity if the overall Project is not to be delayed. Therefore, the CPM network shall be comprehensive and shall include all interdependencies and interactions required to perform the Work of the Project.

1.2 SUBMITTALS

- A. Refer to Section 01330, SUBMITTALS, for procedures.
- B. NOT USED
- C. A "Draft" Contract Schedule shall be submitted no later than the pre-construction kick-off meeting date followed by the Final Contract Schedule submittal based upon City of Sausalito's comments. Once approved by City of Sausalito, Contract Schedule shall be known as the Baseline Schedule. Contractor shall submit an Updated Contract Schedule whenever the Baseline Contract Schedule does not represent the actual or anticipated progress of the work.
- D. Contractor shall submit submittal schedule to City of Sausalito no later than 10 days following the Notice to Proceed.
- E. NOT USED
- F. Submit Final As-Built Schedule per paragraph 1.9 below.
- G. NOT USED
- H. All other required reports referenced herein, typically three (3) copies each per occurrence.
- I. Submit one (1) copy in 8 1/2" X 11" size of each required schedule and one (1) copies of all required reports. Contractor shall also submit a digital copy of these documents.

- J. In addition to all other City of Sausalito rights and remedies in the Contract Documents, including without limitation those in Section 01200 (Measurement and Payment), paragraph 1.7.C.4, should Contractor fail to submit timely or accurate schedule updates the City of Sausalito has the right, in addition to all other rights under the Contract Documents, to impose a withhold of funds in the amount up to \$500 per occurrence, until the Contractor demonstrates compliance with timely, acceptable and accurate schedule update submittals. In the sole judgment of the City of Sausalito, if it is determined that the Contractor is not capable of delivering timely and accurate updates, these withheld monies may be converted to a back charge to Contractor to offset the costs to the City of Sausalito associated with providing the schedule update function.

1.3 ACCEPTANCE

- A. N/A
- B. Acceptance of the Contractor's Contract Schedule by the City of Sausalito will be a condition precedent to the making of any progress payment for work performed.
- C. The required schedules and reports shall be prepared and submitted for review and approval in accordance with the General Conditions, Supplemental General Conditions and this Section.
- D. The required updating of the Contract Schedule and reports shall be an integral part and basic element of the estimate upon which progress payments will be made. Submittal, review and approval by City of Sausalito of these items shall be a condition precedent to the making of progress payments. If, in the judgment of City of Sausalito, Contractor fails or refuses to provide a complete updated Contract Schedule or reports, as specified, the Contractor will be deemed to have not provided the required estimate upon which progress payments may be made, and shall not be entitled to such progress payments unless or until it has furnished the aforesaid schedules.
- E. In the event the contractor submits a viable, contractually compliant construction schedule which indicates project completion at a date earlier than the contractually provided contract duration, the acceptance of such a schedule will not change the contract time. In such an event, a schedule activity entitled "project float", of a duration equal to the difference between the proposed construction duration and the contract duration, will be added to the schedule. All project float is a project resource for the contractor and the City of Sausalito, and is not for the exclusive use of either party.

1.4 CONSTRUCTION ANALYSIS

- A. Contractor shall use Microsoft Project X, Primavera Project Planner 3.0, Primavera SureTrak Project Manager 4.0, or later or equal. Contractor shall coordinate with City of Sausalito to produce the following minimum information with the Contract Schedule:
 - 1. Activity identification;
 - 2. Activity description;
 - 3. Status date and original/remaining duration;
 - 4. Activity percentage complete;
 - 5. Activity duration;
 - 6. N/A ;
 - 7. Total float;
 - 9. The predecessor and successor activities for each individual activity;
 - 10. A comparison between the current update and the baseline schedule;
 - 11. Designation of the planned work day/work week for each activity;
 - 12. A near critical item list of activities with ten (10) days or less total float;
 - 13. Scheduled and actual manpower loading for each activity; and
 - 14. Scheduled and actual progress payment for each activity.

1.5 N/A

1.6 CONTRACT DELIVERABLES

A. Draft Contract Schedule:

1. Submission:
 - a. Contractor shall submit a “draft” Contract Schedule to City of Sausalito no later than the date of the project preconstruction conference as scheduled by the City of Sausalito. The draft Contract Schedule will include all activities that are required or anticipated to be completed.
 - b. N/A
2. Form:
 - a. Prepare the “draft” Contract Schedule as a time-scaled CPM network showing continuous flow from left to right. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each work activity in sufficient detail to demonstrate preliminary planning for the Work and to represent a practical plan to complete the Work within the Contract Time. The “draft” Contract Schedule shall also be submitted to the City of Sausalito in electronic format.
3. The “draft” Contract Schedule shall include but not be limited to:
 - a. A legend of scheduled activities.
 - b. Scheduled work activities that clearly indicate the scope of work to be completed.
 - c. Major milestones, which are critical to the completion of the work, including but not limited to the following: NTP date; mobilization; coordination review and detailing activities; contractor quality control review activities; substantial completion and contract completion.
 - d. Major work activity categories to be included in the Initial Contract Schedule
 - e. Submittals Section, containing submission, review, procurement and delivery of all project materials
 - f. OFCI/OFOI items
 - g. Substantial Completion
 - h. Punch list formulation (City of Sausalito’s, etc.) and correction
 - i. Contractor closeout documentation and training.
 - j. Contractor punch list corrective work.
 - k. Demobilization and project completion.
 - m. Inclement weather days per Section 00700.
 - n. A clearly highlighted critical path.
 - o. Calendar designations identifying all holidays and non-working days.
 - p. This “draft” Contract Schedule shall be formatted to accept manpower, resource and cost loading (i.e., resource dictionaries and cost codes, etc.) when fully developed. The cost loading shall be derived from the initial Schedule of Values submitted by the Contractor. Once an accepted Contract Schedule has been achieved, the costs reflected therein will be the official Schedule of Values for the project and utilized for payment application.
 - q. N/A

B. Baseline Contract Schedule:

1. N/A
2. N/A
3. The work activities comprising the Initial Contract Schedule shall be of sufficient detail to ensure adequate planning and execution of the Work and such that the schedules provide an appropriate basis for monitoring and evaluating the progress of the Work. A work activity is defined as a singular task that requires time and resources (manpower, equipment, and/or material) to complete in a continuous operation (excepting submittal activities, review/approval activities, and fabrication and procurement activities). No activity shall be less than one (1) nor more than fifteen (15) days in duration for any on-site operation. All holidays and non-working days shall be identified by way of calendar designations.
4. Failure by Contractor to include any element of the work required for the performance of this Contract and completion of the Project shall not excuse Contractor from completing all work required within the time for completion, notwithstanding City of Sausalito's acceptance of the Initial Contract Schedule.
5. No more than 20% of the total number of activities shown on the schedule shall be critical or near critical. Near critical is defined as float less than ten (10) days.
6. The schedule shall indicate the sequence and interdependency of all work activities. All activities shall be linked by finish-to-start (FS) relationships only. No other relationships shall be permitted without the prior written permission of the City of Sausalito. Constraints on activities shall be kept to a minimum and subject to the written permission of the City of Sausalito.
7. N/A
8. Critical Work activities are defined as Work activities which, if delayed or extended, will delay the scheduled completion date of the Work. All other Work activities are defined as non-critical Work activities and are considered to have float.

9. Float is defined as the time that a non-critical Work activity can be delayed or extended without delaying the scheduled completion of milestones specified in this Section or the scheduled completion date of the Work, or both. Float time is not for the exclusive use or benefit of either City of Sausalito or Contractor. The Project owns the float. As such, liability for delay of any Substantial Completion or Final Completion date rest with the party whose actions, last in time, actually cause delay to a Substantial Completion or Final Completion date. Document the effect on the updated Contract Schedule whenever float has been used.
10. Delays of any non-critical Work shall not be the basis for an extension of Contract Time until the delays consume the float associated with that non-critical Work activity and cause the Work activity to become critical.
11. Contractor shall not sequester float through strategies including extending activity duration estimates to consume available float, using preferential logic, using extensive or insufficient crew/resource loading, use of float suppression techniques like Zero Total Float constraints, special lead/lag logic restraints or imposed dates. Use of float time disclosed or implied by the use of alternate float suppression techniques shall be shared to the benefit of both City of Sausalito and Contractor.
12. Include a critical path activity titled "Remaining Inclement Weather Days" on the Initial Contract Schedule. This activity shall have an initial duration of the number of days indicated in Section 00700 (General Conditions), paragraph 15.2.E.
13. The Baseline Schedule shall be used by Contractor for executing the Work of the Contract, including planning, organizing and directing the Work, and reporting its progress until subsequently revised. No unilateral changes shall be made to the Baseline Schedule without the prior approval and consent of the City of Sausalito, excepting only the reporting of Actual Start, Actual Finish, and Activity Progress.

C. Baseline Schedule Updating and Progress Payments:

1. N/A Contractor shall meet with City of Sausalito weekly to review actual progress made to date, activities started and completed to date, and the percentage of work completed to date on each activity started but not completed. Upon completion of the joint review, Contractor shall prepare the updated Baseline Schedule as needed and submit it to City of Sausalito.
2. The updated Baseline Schedule shall incorporate all changes mutually agreed upon by Contractor and City of Sausalito during preceding periodic reviews and all changes resulting from approved Change Orders and Field Orders. Unauthorized, unilateral contractor changes to logic or activities shall not be allowed.
3. Prior to submission of the payment application, the Contractor shall submit to the City of Sausalito a report generated from the approved schedule that reflects the percent of completion by activity. The Contractor and the City of Sausalito shall walk the project to verify the percentage of completion of each activity. Once the percent of completion of each activity is agreed upon the Contractor shall incorporate this data into the schedule update and these percentages shall be the basis for development of that month's payment application.
4. Acceptance of the updated Baseline Schedule will be a condition precedent to the making of any progress payments for work performed.

D. Reports:

1. N/A

- A. N/A
- B. N/A
- C. N/A

a.

D. N/A

E. N/A

F. Submittal Schedule:

1. Contractor, within ten (10) days after Notice to Proceed, shall prepare and submit to City of Sausalito for approval a comprehensive Submittal Schedule which shall be maintained in the Contract Schedule. Contractor shall identify on the Submittal Schedule all of the submittal items required by the Contract Documents governing the Work, listing shop drawings and product data or literature separately. Contractor shall indicate for each submittal item on the Submittal Schedule:
 - a. The date by which that item will be submitted to City of Sausalito.
 - b. Whether the submittal is for review, substitution, or for record only.
 - c. The date by which response by City of Sausalito is required.
 - d. The date by which the material or equipment must be on the Site in order not to delay

the progress of the Work.

2. Submittal of the reports and schedule updates by Contractor are required regardless of the approval status of the Contract Baseline Schedule or any revision to the Baseline Schedule.

1.7 RESPONSIBILITY FOR COMPLETION

- A. Contractor agrees that at the sole judgment of City of Sausalito, whenever it becomes apparent from the current Baseline Schedule that the contract completion date will not be met, it will take some or all of the following actions, as approved by City of Sausalito, at no additional cost to City of Sausalito:
 - 1. Increase construction manpower in such quantities and crafts as will substantially eliminate, in the judgment of City of Sausalito, the backlog of work. Also, increase material, equipment and other items as required.
 - 2. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate, in the judgment of City of Sausalito, the backlog of work. This paragraph shall not be construed to permit contractor to violate the work hour restrictions specified in the Contract Document.
 - 3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities. Nothing here in will limit any other City of Sausalito rights under the Contract Documents, including without limitation those under Section 00700, paragraph 10.6.B.

1.8 ADJUSTMENT OF TIMES FOR COMPLETION

- A. In addition to provisions of the General Conditions, the time for completion of the Work will be adjusted in accordance with these procedures.
- B. Any request for an adjustment of the Contract Time for completion submitted by Contractor for changes or alleged delays shall be accompanied by a complete Time Impact Analysis, (TIA), which shall be submitted for review within five (5) days after the initial request for time by Contractor. Time extensions will not be granted unless substantiated by the CPM Schedule, and then not until the CPM project float becomes zero. If Contractor fails to submit a TIA within the aforementioned time period, then the Contractor shall be deemed to have agreed that there is no time impact and that Contractor has irrevocably waived its rights to any additional contract time.
- C. Each Time Impact Analysis shall provide information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay..
- D. The Time Impact Analysis shall be determined on the basis of the date or dates when the change or changes were issued, or the date or dates when the alleged delay or delays began. The status of the construction project and Time Impact Analysis shall include event time computations for all affected activities including but not limited to work around sequencing, or recovery options to maintain the original Contract completion date.
- E. Time Impact Analyses provided in order to demonstrate the time impact upon the overall project and the time for completion shall be accomplished at no additional cost to City of Sausalito.
- F. If City of Sausalito finds, after review of the Time Impact Analysis, that Contractor is entitled to any extension of time for completion, the time for completion will be adjusted by Change Order issued by City of Sausalito, and Contractor shall then revise the Baseline Schedule accordingly. If City of Sausalito determines that Contractor is not entitled to any extension of time for completion, and Contractor objects to City of Sausalito's determination, Contractor's sole remedy is to file a claim under Section 00700 (General Conditions).

1.9 FINAL AS-BUILT SCHEDULE

- A. As a condition precedent to final acceptance of the Project, submit a final As-Built Construction Schedule and all final reports which accurately reflect the manner in which the Project was constructed and includes actual start and completion dates for all work activities on the Baseline Schedule.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

SUMMARY

Section Includes:

Description of general requirements for Submittals for the Work:

- Procedures
- Schedule of Shop Drawings and Sample Submittals
- Safety Program
- Progress Schedule
- Product Data
- Shop Drawings
- Samples
- Coordination Drawings (If Applicable)
- Quality Assurance Control Submittals
 - Design Data
 - Test Reports
 - Certificates
 - Manufacturers' Instructions
 - Material Safety Data Sheets
- Installation , Operations, and Maintenance Manuals
- Computer Programs
- Project Record Documents
- Delay of Submittals
- Optional Review Meeting

PROCEDURES

Submit at Contractor's expense, in duplicate sets, the following items ("Submittals") required by the Contract

Documents:

- Schedule of Shop Drawing and Sample Submittals
- Safety Plans
- Progress Schedule
- Product Data; Shop Drawings
- Samples
- Coordination Drawings
- Quality Assurance Control Data
- Equipment Inventory Sheets
- Installation, Operation, and Maintenance Manuals
- Computer Programs
- Project Record Documents
- Storm Water Pollution Prevention Plan
- Seismic Submittal Review Forms, where specified in Division 2 through 16, and in accordance with Section 01610 (General Equipment Stipulations), paragraph 19. Forms are attached at the end of this Section 01330.

Submit these Submittals to City of Sausalito for review and approval in accordance with accepted Schedule of Shop Drawings and Samples Submittals. In all instances, City of Sausalito may require Contractor to submit any or all Submittals directly to Architect/Engineer for review.

Transmit each item with the appropriate Submittal transmittal form (attached to this Section 01330 as Exhibits A and B). Identify Project, Contractor, Subcontractor, major supplier, pertinent Drawing sheet and detail number, and Specification Section number as appropriate. Where manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data that are applicable to this Project. Inapplicable portions shall be marked out. Submittals shall be submitted based on each

Specification Section. Submittals containing information about more than one Specification Section will be returned for re-submittal. Submittals shall include all information requested by each Specification Section. **(No partial Submittals shall be accepted.)** Incomplete Submittals will be returned not reviewed by City of Sausalito.

The data shown on the Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show City of Sausalito the materials and equipment Contractor proposes to provide and to enable City of Sausalito to review the information for the limited purposes specified in this Section 01330. Submittals shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as City of Sausalito may require to enable City of Sausalito to review the Submittal. The quantity of each Submittal to be submitted will be as required by individual Specification Sections or this Section 01330.

At the time of each submission, give City of Sausalito specific written notice of all variations, if any, that the submitted Submittal may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication attached to the Submittal transmittal form. In addition, cause a specific notation to be made on each Submittal submitted to City of Sausalito for review and approval of each such variation. If City of Sausalito accepts deviation, City of Sausalito will note its acceptance on the returned Submittal transmittal form.

Submittal coordination and verification is responsibility of Contractor; this responsibility shall not be delegated in whole or in part to Subcontractors or suppliers. Before submitting each Submittal, review and coordinate each Submittal with other Submittals and with the requirements of the Work and the Contract Documents, and determine and verify:

All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;

All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and

All information relative to Contractor's sole responsibilities and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

Contractor's submission to City of Sausalito of a Submittal shall constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above in this paragraph 1.2 of Section 01330, with respect to Contractor's review and approval of that Submittal.

Designation of work "by others," if shown in Submittals, shall mean that work will be responsibility of Contractor rather than Subcontractor or supplier who has prepared Submittals.

After review by City of Sausalito or Architect/Engineer or other consultant designated by City of Sausalito, of each of Contractor's Submittals, one set of material will be returned to Contractor with actions defined as follows:

NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future Submittals and Submittals for portions of the Work not covered in this Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.

MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.

REVISE AS NOTED AND RESUBMIT - Rejected because of major inconsistencies or errors that shall be resolved or corrected by Contractor prior to subsequent review by City of Sausalito.

REJECTED - RESUBMIT - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material.

Make a complete and acceptable Submittal at least by second submission. City of Sausalito reserves the right to deduct monies from payments due Contractor to cover City of Sausalito and Architect/Engineer's additional costs of review beyond the second submission. Illegible Submittals will be rejected and returned to Contractor for resubmission. Contractor shall be in breach of the Contract if Contractor's first re-submittal, following a Submittal which City of Sausalito determines falls within categories 3 or 4 above, does not fall within categories 1 or 2 above. Deductions will be calculated in accordance with Section 1.2.T of this specification 01330.

Favorable review will not constitute acceptance by City of Sausalito of any responsibility for the accuracy, coordination and completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from City of Sausalito's review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. City of

Sausalito’s review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by City of Sausalito, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Favorable review shall be considered to mean merely that City of Sausalito has no objection to Contractor using, upon Contractor’s own full responsibility, plan or method of work proposed, or furnishing materials and equipment proposed.

City of Sausalito’s review will not extend the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

Submit complete initial Submittal for those items where required by individual Specification Sections. Complete Submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in Specification Sections, shall include motor data and seismic anchorage certifications, where required, and shall include necessary revisions required for equipment other than first named. If Contractor submits incomplete initial Submittal when complete Submittal is required, Submittal may be returned to Contractor without review.

Copy, conform, and distribute reviewed Submittals in sufficient numbers for Contractor’s files, Subcontractors, and vendors.

After City of Sausalito’s review of Submittal, revise as noted and resubmit as required. Identify changes made since previous Submittal.

Begin no fabrication or work that requires Submittals until return of Submittals not requiring re-submittal. Do not extrapolate from Submittals covering similar work.

Normally, Submittals will be processed and returned to Contractor within ten (10) Days of receipt.

Distribute copies of reviewed Submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

All Submittals shall be **number-identified** by Contractor, prior to submission to City of Sausalito, in accordance with the following:

Sequentially number each Submittal by Specification Section (i.e., “1-2”, “2-2”, “3-2”, etc.) as the basis for number identification of Submittals.

Affix the Submittal number under which each Submittal is made on every copy of each Shop Drawing, product data, sample, certification, etc.

Number Installation, Operation, and Maintenance Manuals with original root number of the approved Submittal for the item.

If the Submittal is a re-submittal (including without limitation after an initial Submittal is rejected, returned without review or marked ‘Revise as Noted and Resubmit’), add the suffix designation “A” (i.e., a re-submittal of Submittal 1-2 would be numbered 1A-2). Subsequent re-submittals would be identified by the Submittal number and sequential letters (i.e., “B”, “C”, “D”, etc.).

All Submittals shall include all information requested by each Specification Section. No partial Submittals will be accepted unless previously authorized by City of Sausalito. In the event a partial Submittal is authorized, each subsequent different Submittal (as opposed to re-submittal) is given a new number.

Submission Requirements:

Deliver Submittals to City of Sausalito at least thirty (30) Days before dates reviewed Submittals will be needed.

Initial Submittal of Installation, Operation, and Maintenance Manuals shall be forty-five (45) Days after the date Submittals that pertain to the applicable portion of the Installation, Operation, and Maintenance Manual is satisfactorily reviewed.

The following table lists the number of initial Submittals required from Contractor for each type of submission, to whom Contractor shall distribute the information, and City of Sausalito’s distribution of reviewed submissions. If Contractor needs more copies of reviewed Submittals returned to it, then either submit additional copies or make copies from the returned transparency Submittal. Submittals requiring resubmission will require the same quantity and distribution as an initial Submittal.

	Contractor Initial Submittal	City of Sausalito Submittal Review Return
--	-------------------------------------	--

SUBMITTAL	# of Original Transparencies	# of Copies/ Prints/ Samples	# of Original Transparencies	# of Copies/ Prints/ Samples
	City of Sausalito	City of Sausalito	Contractor	Contractor
Shop Drawings	2	4	1	1
Product Data	0	4	0	1
Samples	0	2	0	1
Materials Safety Data Sheets	0	4	0	1
Installation, Operation, and Maintenance Manuals	1	2		1
Other Documents	2	4	1	1

Accompany Submittals with Submittal transmittal form, in duplicate, containing:

Date, revision date, and Submittal log number.

Project name **and City of Sausalito's Contract number.**

Contractor's name, address, and job number.

Specification Section number clearly identified.

The quantity of Shop Drawings, Product Data, or Samples submitted.

Notification of deviations from Contract Documents.

Materials Safety Data Sheet (MSDS) for each item complying with OSHA's Hazard Communication Standard 29 CFR 1910.1200.

Other pertinent data.

Submittal shall include:

Date and revision dates.

Revisions, if any, identified.

Project Name and Contract number.

The names of:

Contractor, Subcontractor, Supplier, Manufacturer, and separate detailer, when pertinent.

Identification of product material by location within the Project.

Relation to adjacent structure or materials.

Field dimensions, clearly identified as such.

Specification Section number and applicable detail reference number on the Drawings.

Applicable reference standards, such as ASTM, ANSI, FS, NEMA, SMACNA or ACI.

A blank space, on each Drawing or data sheet, 5" x 4" for the City of Sausalito's stamp.

Identification of deviations from Contract Documents.

Contractor's stamp, initialed or signed, with language certifying the review of Submittals, verification of field measurements, construction criteria and technical standards in compliance with Contract Documents.

Resubmission requirements:

Shop Drawings:

Revise initial Shop Drawings as required and resubmit as specified for initial Submittals.

Indicate on Shop Drawings any changes that have been made other than those requested by City of Sausalito.

Product Data and Samples:

Submit new Product Data and Samples as required for initial Submittals.

Installation, Operation, and Maintenance Manuals:

Revise initial Installation, Operation, and Maintenance Manual(s) as required and resubmit as specified for initial Submittals.

Number of resubmissions:

One reexamination of Contractor's Submittals that have been returned for correction or replacement will be included in City of Sausalito's budget. **Any additional re-examination of Contractor's Submittals will be considered additional scope services to be paid by Contractor through City of Sausalito. Contractor shall pay City of Sausalito (or City of Sausalito may deduct from any progress or final payment), for design team personnel, on an hourly basis at 2.5 times direct payroll expenses, and for consultant personnel time at 1.25 times the amount billed City of Sausalito.**

SCHEDULE OF SHOP DRAWING AND SAMPLE SUBMITTALS

Submit preliminary Schedule of Shop Drawing and Sample Submittals as required by Section 00700 (General Conditions). Submit five copies of final and accepted Schedule of Shop Drawings and Sample Submittals as required by paragraph 1.2A.1 of this Section 01330.

Schedule of Shop Drawing and Sample Submittals will be used by City of Sausalito to schedule its activities relating to review of Submittals. Schedule of Submittals shall indicate a spreading out of Submittals and early Submittals of long-lead-time items and of items that require extensive review.

Schedule of Shop Drawing and Sample Submittals will be reviewed by City of Sausalito and shall be revised and resubmitted until accepted by City of Sausalito. These submittals will also be reviewed by SMC's Scheduler for Compliance with the Project Schedule. Lack of Coordination between this Schedule of Shop Drawings and the Project Schedule will be grounds for rejection.

Unless otherwise specified, make Submittals in groups containing all associated items to assure that information is available for checking each item when it is received. Identify on the Submittal which Submittals should be reviewed together.

SAFETY PROGRAM

Submit one copy of Safety Program specific to these Contract Documents to City of Sausalito. This submittal is for the City of Sausalito's information only.

PROGRESS SCHEDULE

See Section 01320 (Progress Schedules and Reports) for schedule and report requirements. Section 01320 shall control in any conflict with Section 01330.

Submit **three print copies** and an electronic version, on CD-ROM, of the schedule at each of the following times:

Initial Progress Schedule at the Preconstruction Conference.

Original Schedule within thirty (30) Days of the Notice to Proceed date.

Adjustments to the Schedule as required.

Schedule updates monthly, seven (7) Days prior to monthly progress meeting.

Submit **three copies** of the reports listed in Section 01320 (Progress Schedules and Reports) with:

Initial Schedule

Original Schedule

Each monthly Schedule update

Progress Schedules and Reports shall be submitted in writing and electronically, **using software described in paragraph 1.01C of Section 01320** (, in addition to hard copies specified in this paragraph 1.5. Electronic files shall be complete copies, including all programs and electronic coding

PRODUCT DATA

submit five copies of complete list of major products proposed for use, with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate product data by Specification Section.

For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

Product or Catalog Data:

Manufacturer's standard drawings shall be modified to delete non-applicable data or include applicable data.

Manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data:

Mark each copy to identify pertinent materials, products, or models.

Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.

Include applicable MSDS.

Supplemental Data:

Submit number of copies that Contractor requires, plus two copies that will be retained by City of Sausalito.

Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to Project.

Provide copies for Project Record Documents described in Section 01770 (Contract Closeout).

SHOP DRAWINGS

Minimum Sheet Size: 8½ inches by 11 inches. All others: Multiples of 8½ inches by 11 inches, 34 inches by 44 inches maximum.

Original sheet or reproducible transparency will be marked with City of Sausalito's review comments and returned to Contractor.

Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work.

Include manufacturers' installation instructions when required by Specification Section.

If Contractor submits Shop Drawings for items that Shop Drawings are not specified, City of Sausalito will not be obliged to review them.

Contractor is responsible for procuring copies of Shop Drawings for its own use as it may require for the progress of the Work.

Shop Drawings shall be drawn to scale and completely dimensioned, giving plan view together with such sectional views as are necessary to clearly show construction detail and methods.

SAMPLES

Submit full range of manufacturers' standard colors, textures, and patterns for City of Sausalito's selection.

Submit samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Coordinate Submittal of different categories for interfacing work.

Include identification on each sample, giving full information.

Sizes: Unless otherwise specified, provide the following:

Paint Chips: Manufacturers' standard

Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square

Linear Products: Minimum 6 inches, maximum 12 inches long

Bulk Products: Minimum 1 pint, maximum 1 gallon

Full size samples may be used in Work upon approval by City of Sausalito.

Field Samples and Mock-ups (if applicable):

Erect field samples and mock-ups at Site in accordance with requirements of Specification Sections. If testing is conducted, record and certify results and full Contract compliance.

Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by City of Sausalito.

Approved field samples and mock-ups may be used in Work upon approval by City of Sausalito.

Construct or prepare as many additional Samples as may be required, as directed by the City of Sausalito, until desired textures, finishes, and/or colors are obtained.

Accepted Samples and mock-up shall serve as the standard of quality for the various units of work.

No review of a Sample shall be taken in itself to change or modify the requirements in the Contract Documents.

Finishes, materials, and workmanship in the completed Work shall match accepted Samples.

NOT USED

QUALITY ASSURANCE CONTROL SUBMITTALS

Test Reports:

Submit three copies; one copy will be marked with City of Sausalito's review comments and returned to Contractor.

Indicate that material or product conforms to or exceeds specified requirements.

Reports may be from recent or previous tests on material or product, but shall be acceptable to City of Sausalito. Comply with requirements of each individual Specification Section.

Certificates:

Submit five copies; one copy will be marked with City of Sausalito's review comments and returned to Contractor.

Indicate that material or product conforms to or exceeds specified requirements.

Submit supporting reference data, affidavits, and certifications as appropriate.

Certificates may be recent or from previous test results on material or product, but shall be acceptable to City of Sausalito.

Manufacturers' Instructions:

Submit five copies; one copy will be marked with City of Sausalito's review comments and returned to Contractor.

Include manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.

Identify conflicts between manufacturers' instructions and Contract Documents.

Material Safety Data Sheets:

In addition to Material Safety Data Sheets (MSDS) otherwise required by the Contract Documents, submit five copies for any paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, or other materials needed for the Project as required by the individual Specification Sections or as otherwise specified in the Contract Documents.

MSDS required for a Submittal shall be submitted with product data in order for the Submittal to be reviewed.

INSTALLATION, OPERATIONS, AND MAINTENANCE MANUALS

Sheet Size: 8½ x 11 inch

Drawing Size: Reduce drawings or diagrams to an 8½ x 11 inch or 11 x 17 inch size. However, where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.

Binding: Bind in stiff, metal-hinged, three-ring binder(s) with standard three-hole punching.

Multiple Items: Multiple items may be combined into one binder; tab each section with plastic-coated dividers.

Page Protectors: Provide plastic sheet lifters prior to first page and following last page.

Binder title: Include the following title on front and spine of binder:

THE CITY HALL COUNCIL CHAMBERS RESTROOM PROJECT INSTALLATION, OPERATION, AND MAINTENANCE MANUAL, (YEAR)

Contents:

Introductory Information:

Title page providing the same information as paragraph 1.11F above

Contractor's name, address, and telephone number

Table of Contents

Include, at a minimum, the following detailed information for each item as applicable and as required by individual Specification Sections:

Equipment function, normal operating characteristics, limiting operations.

Assembly, disassembly, installation, alignment, adjustment, and checking instructions.

Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.

Lubrication and maintenance instructions including specific type and amount of lubricant and recommended lubrication interval.

Guide to "troubleshooting."

Parts list and predicted life of parts subject to wear.

Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams.

Test data and performance curves.

A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.

Copies of parts lists or other documents packed with equipment when delivered.

Instrumentation or tag numbers relating the equipment back to the Contract Documents.

Index

Final Submittal: Upon favorable review of Installation, Operation, and Maintenance Manual(s) by City of Sausalito, deliver one additional hard copy and one electronic copy, on CD-ROM, of the final approved Installation, Operation, and Maintenance Manual(s). Electronic media format copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. City of Sausalito utilizes **Microsoft Access Program** for records-keeping and facilitating maintenance functions. Contractor shall complete the Equipment and Tasks lists in digital format for each piece of equipment supplied. Instructions are attached hereto in [Appendix 1](#).

Electronic Media Format: Compatible with Microsoft® Word 2000 for Windows, AutoCAD 2000 for Windows in drawing format (.DWG), or Adobe (.PDF) unless directed otherwise by City of Sausalito. All files shall be delivered on a unique CD-ROM.

Draft Submittal: The Draft Submittal of Installation, Operation, and Maintenance Manuals shall be submitted to City of Sausalito prior to equipment startup.

COMPUTER PROGRAMS

When any equipment requires operation by computer programs, submit copy of program on appropriate diskette, plus a hard-copy and an electronic copy (Adobe .PDF format) of all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Program shall be Windows 2000 compatible. Provide required licenses to City of Sausalito at no additional cost.

PROJECT RECORD DOCUMENTS

Submit one copy of each of the Project Record Documents listed in Section 01770 (Contract Closeout).

DELAY OF SUBMITTALS

Delay of Submittals by Contractor is considered avoidable delay. Liquidated damages incurred because of late Submittals will be assessed to Contractor.

OPTIONAL REVIEW MEETING

At the Contractor's request, in order to facilitate the timeliness of the review process, the City of Sausalito may schedule a meeting to review the materials submitted. If this option is exercised, the following requirements apply:

Request a meeting date with the City of Sausalito at least ten (10) Business Days in advance.

Provide the complete package of Submittal information at least five (5) Business Days in advance of the meeting.

The meeting shall take place at City of Sausalito's office. City of Sausalito will provide the authorized staff to review and respond on the Submittal information during the meeting.

Make available for this meeting the job superintendent and/or foreman, Contractor's safety officer, and someone knowledgeable of all the items submitted and authorized to make substitutions or changes.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

TRANSMITTAL SHEETS AND MAINTENANCE SHEET FOLLOW THIS PAGE

Submittal Transmittal Form

EXHIBIT A
SUBMITTAL
TRANSMITTAL NO. _____

Project Name: _____			Date: Previous Transmittal Date:	
Contractor:			Checked By:	
Transmitted to:		Copies to:		
Address:		Address:		
Attention:		Attention:		
		Specification Number:	Section Number:	
No. Copies	Description	Manufacturer	Dwg. Data No.	or Action Taken*

Remarks: _____

* The action designated above is in accordance with the following legend:

- | | |
|--|---|
| <p>A – No Exceptions Taken</p> <p>B – Make Corrections Noted (No Resubmission Required)</p> <p>C. – Make Corrections Noted and Resubmit</p> <p>D – Not Approved</p> <ol style="list-style-type: none"> 1. Not enough information for review 2. No reproducibles submitted 3. Copies illegible 4. Not enough copies submitted 5. Wrong sequence number 6. Wrong re-submittal number 7. Wrong Specification section number 8. Wrong form used 9. See comments | <p>E – City of Sausalito’s review not required</p> <ol style="list-style-type: none"> 1. Submittal not required 2. Supplemental information. Submittal retained for informational purposed only 3. Information reviewed and approved on prior Submittal 4. See comments |
|--|---|

Comments _____

Distribution: Contractor File IOR City of Sausalito CM Other

EXHIBIT B
INSTALLATION, OPERATION, AND MAINTENANCE MANUAL
TRANSMITTAL NO. _____

Project Name: _____			Date: Previous Transmittal Date:	
Contractor:			Checked By:	
Transmitted to:		Copies to:		
Address:		Address:		
Attention:		Attention:		
		Specification Section Number:		
No. Copies	Description	Manufacturer	Dwg. or Data No.	Action Taken*

Remarks:

* The action designated above is in accordance with the following legend:

- | | |
|---|---|
| <p>A – No exceptions taken</p> <p>B – Make Corrections Noted (No Resubmission Required)</p> <p>C. – Make Corrections Noted and Resubmit</p> <p>D – Not Approved– this manual Submittal is deficient in the following area:</p> <ol style="list-style-type: none"> 1. Equipment record sheets 2. Functional description 3. Assembly, disassembly, installation, alignment, adjustment, and checkout instructions 4. Operating instructions | <p>D – (continued)</p> <ol style="list-style-type: none"> 5. Lubrication and maintenance instructions 6. Troubleshooting guide 7. Parts list and ordering instructions 8. Organization (indexing and tabbing) 9. Wiring diagrams and schematics specific to installation 10. Outline, cross section, and assembly diagrams 11. Test data and performance curves 12. Tag or equipment identification numbers 13. See comments |
|---|---|

Comments

	By	Date	
Distribution: Contractor <input type="checkbox"/>	IOR <input type="checkbox"/>	City of Sausalito <input type="checkbox"/>	CM <input type="checkbox"/>
Other <input type="checkbox"/>			

SECTION 01350

Special Procedures

PART 1 GENERAL

SUMMARY

Section Includes:

- Cultural resources.
- Hazardous materials/waste.
- Tree protection.

DEFINITIONS

SUBMITTALS

- See Section 01330 (Submittal Procedures).
- Name and address of the selected treatment, recycling, or disposal facilities for contaminated soil disposal.
- Hazardous waste manifests "if applicable."
- Non-hazardous waste manifests "if applicable."
- Facility weight tickets "if applicable."

CULTURAL RESOURCES

If cultural resources are encountered during construction of the Project, Contractor shall avoid any further disturbance of the materials and immediately discontinue earthwork within 100 feet of the find. Contractor shall notify City of Sausalito's Representative immediately upon encountering cultural resources. Contractor shall be prepared to move on to another location or phase of work, allowing sufficient time for City of Sausalito's Representative to evaluate the nature and significance of the find, and implement appropriate management procedures.

In the event that prehistoric human remains are encountered, further excavation or disturbance of the site shall cease immediately, pursuant to Health and Safety Code 7050.5. Contractor shall notify City of Sausalito's Representative immediately upon encountering human remains. Contractor shall move on to another location or phase of Work to allow proper assessment of the situation.

- C. Contractor may be entitled to an increase in Contract Sum and Contract Time due to conditions described in this paragraph 1.4 of this Section 01350. The Contractor shall take all measures to avoid and/or mitigate delays due to Cultural Resource finds such as; avoiding the area of the find and proceeding with other work on the project; developing "work around" plans; and documenting its best efforts to avoid and/or mitigate delays. See Section 01320 regarding requirement to demonstrate Time Impacts.

HAZARDOUS MATERIALS/WASTE

Comply with Sections 5163 through 5167 of the *General Industry Safety Orders (California Code of Regulations, Title 8)* to protect the Site from being contaminated by the accidental release of any hazardous materials and/or waste.

If Contractor encounters subsurface contamination, the following provisions and precautionary measures shall be implemented during construction:

Contractor's personnel shall be alert for and immediately report to City of Sausalito's Representative any detectable chemical odors, unusual debris, or discolored soil.

Should the discovery of contaminants cause delay to Contractor's operations, extension of Contract Time will be granted by City of Sausalito in accordance with Section 00700 (General Conditions), and Section 01320. Contractor may not be entitled to damages or additional payment due to such delay. City of Sausalito may, if it believes appropriate in its sole discretion, grant an extension of Contract Time. The Contractor shall take all measures to avoid and/or mitigate delays due to Hazardous Materials/Waste finds such as; avoiding the area of the find and proceeding with other work on the project; developing "work around"

plans; and documenting his best efforts to avoid and/or mitigate delays. See Section 01320 regarding requirement to demonstrate Time Impacts.

If hazardous materials are encountered, they shall be handled in accordance with applicable local, state, and federal regulations which may include: (1) CCR Title 8, Division 4, Chapter 4, Section 5192 (Hazardous Waste Operations and Emergency Response); (2) CCR, Title 22, Division 4.5, Chapters 10 through 13 and 18 (Environmental Health Standards for Management of Hazardous Waste); and (3) CCR Title 23, Division 3, Chapter 15 (Discharges of Hazardous Waste to Land).

Disposal requirements: Soils containing hazardous materials shall be disposed by Contractor at permitted treatment, recycling, or disposal facilities in accordance with CCR Title 23, Division 3, Chapter 15 (Discharges of Waste to Land). Determine to which permitted treatment, recycling, or disposal facilities the soil will be delivered.

Fees: Pay for any fees associated with the treatment, recycling, or disposal of these soils. Any additional soil sampling and chemical analyses required for acceptance of the soil at facilities other than those described above may be deemed to be the responsibility of Contractor.

Transport: Transport the soils to the selected facilities under approved manifests and submit copies of these manifests and the facility weight tickets to City of Sausalito's Representative.

Dewatering: Construct, operate and maintain as required by applicable laws, codes and standards, and to complete the Work all necessary cofferdams, channels, pipes, flumes, drains, sumps, well points and protective works; and furnish, install, operate and maintain all necessary pumping and other equipment for dewatering the areas of Work suspected of containing hazardous materials; and control all surface flow and groundwater as may be encountered while performing the Work. Remove all water that may accumulate in the excavation while the Work progresses so that all Work can be performed in dry conditions. All contaminated water shall be removed from the excavation before it is backfilled. The excavation shall be kept free from water until backfilling has progressed to a height above the water source.

Water sampling and chemical analysis: Water samples shall be collected from the holding tanks and submitted to a State-Certified chemical analysis laboratory. Chemical analyses required for the samples shall at a minimum include: TPHg following EPA Test Methods 5030/8015 (modified); benzene, toluene, ethylbenzene, and total xylenes (BTEX) following EPA Test Method 8020; and chlorinated solvents following EPA Test Method 8010. Perform additional chemical analyses that may be required for disposal or recycling of the water. Laboratory chemical analysis reports associated with the water samples shall be provided to City of Sausalito's Representative.

Removal of dewatering equipment: After having served their purpose, all protective works, and dewatering pumps, shall be decontaminated and removed from the Site. Contractor is responsible for permanent disposal of all equipment that cannot be decontaminated or recycled in accordance with all applicable laws and regulations.

TREE PROTECTION

Definitions:

Dripline: The area on the ground from the trunk of any tree to the point directly below the outermost tips of the foliage of that tree.

Root Protection Zone ("RPZ"): The areas enclosed with tree protection fencing as designated on the drawing(s).

Tree damage: Tree damage shall include, but not be limited to, the following: significant injury to the root system or other parts of a tree including burning, application of toxic substances, damaging through contact with equipment or machinery, changing the natural grade within the Dripline or RPZ, compacting the soil within the Dripline or RPZ, interfering with the normal water requirements of the tree, unauthorized trenching or excavating within the Dripline or RPZ, or unauthorized removal of more than 1/3 of the live wood, foliage, or roots.

Root protection: No storage of materials or equipment will be allowed within the Dripline. Whenever possible, excavation shall be on a radial line, diverging from the tree trunk.

Exposure to harmful substances: No storage or dumping of any substances that may be harmful to trees shall occur at any location on the Site.

Where construction is to be performed in the vicinity of trees and shrubbery, the Work shall be carried on in a manner that will cause minimum damage. City of Sausalito will designate trees that are to be removed. Under no circumstances are additional trees to be removed without written permission from City of Sausalito. Trees and shrubbery that are not to be removed shall be protected from injury or damage resulting from Contractor's operations.

Any tree that is removed without City of Sausalito's permission or is irreparably damaged, in the opinion of City of Sausalito, shall cost Contractor in damages **[\$100.00]** per square inch of cross section, measured at 4 ½ feet above ground, but not less than **[\$250.00]**, such cost to be deducted from monies due or to become due under the Contract. If tree protection is not performed or is not performed adequately, and City of Sausalito determines that a tree has been irreparably damaged, Contractor shall pay the same amount of damages as for unauthorized removal of a tree. Contractor shall immediately report all tree damage to City of Sausalito, so that City of Sausalito may determine applicable damages.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01410

Regulatory Requirements

PART 1 GENERAL

SUMMARY

Section includes: regulatory requirements applicable to Contract Documents.

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.

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 of Sausalito before proceeding with the Work.

REFERENCES TO REGULATORY REQUIREMENTS

Codes, laws, ordinances, rules and regulations referred to 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. The listing of applicable codes, laws, and regulations for hazardous waste abatement Work in the Contract Documents is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these Specifications occurs, the most stringent requirements shall be used.

Conform to referenced codes, laws, ordinances, rules and regulations.

Precedence:

Where specified requirements differ from the requirements of applicable codes, ordinances and standards, the more stringent requirements shall take precedence.

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.

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.

CODES

Codes that apply to Contract Documents include, but are not limited to, the following:

CBC (Part 2, Title 24, CCR, including, without means of limitation, Sections 16A, 102A.23, 308, 420A, 504-506, 904.2.6, 1019 and 1604)

CEC (Part 3, Title 24, CCR)

CMC (Part 4, Title 24, CCR)

CPC (Part 5, Title 24, CCR),

State Elevator Safety Regulations (Part 7, Title 24, CCR)

UBC

UPC

UMC

NEC

LAWS, ORDINANCES, RULES, AND REGULATIONS

During prosecution of Work to be done under Contract Documents, comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:

Federal

Americans with Disabilities Act of 1990

29 CFR, Section 1910.1001, Asbestos

40 CFR, Subpart M, National Emission Standards for Asbestos

Executive Order 11246

Federal Endangered Species Act
 Clean Water Act

State of California
 California Code of Regulations, Titles 5, 8, 19, 21, 22, 24 and 25
 California Public Contract Code
 California Health and Safety Code
 California Government Code
 California Labor Code
 California Civil Code
 California Code of Civil Procedure
 CPUC General Order 95, Rules for Overhead Electric Line Construction
 CPUC General Order 128, Rules for Construction of Underground Electric Supply and
 Communications Systems
 Cal/OSHA
 OSHA: Hazard Communications Standards
 California Endangered Species Act
 Water Code
 Fish and Game Code

State of California Agencies
 Department of Fish and Game
 Bay Area Air Quality Management City of Sausalito
 San Francisco Bay Regional Water Quality Control Board

Local Agencies:
 Southern Marin Fire City of Sausalito
 Regional Water Quality Control Board requirements for storm water runoff control

Other Requirements:
 National Fire Protection Association (NFPA): Pamphlet 101, Life Safety.
 References on Drawings or in Specifications to “code” or “building code” not otherwise identified shall mean the codes specified in this Section 01410, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction.

Have access to all of the foregoing within 24 hours.

Other Applicable Laws, Ordinances and Regulations:
 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.
 Work shall be accomplished in conformance with all rules and regulations of public utilities and utility City of Sausalitos.
 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.

Under California Government Code Section 930.2 et. seq. and Public Contract Code Section 7105(d)(2), neither the Contract Claims Procedure (Section 00700, Article 12) nor the Change Order Procedure (Section 01250) may be modified, waived, or otherwise not complied with, absent a written change order that explicitly and expressly makes such modifications.

CONFLICTS

Between referenced regulatory requirements: Comply with the one establishing the more stringent requirement.
 Between referenced regulatory requirements and Contract Documents: Comply with the one establishing the more stringent requirement.

REQUIRED PROVISIONS ON CONTRACT CLAIM RESOLUTION

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.
 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 of Sausalito. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under paragraph 12 of Section 00700 (General Conditions) and be submitted in compliance with all requirements of Section 00700 (General Conditions), paragraph 12. Separate Claims which total more than \$375,000 do not qualify as a “separate demand of \$375,000 or less,” as referenced above, and are not subject to this section.

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 claim in compliance with Contract Documents claim submission requirements.

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.

Procedure:

The Claim must be in writing, submitted in compliance with all requirements of Section 00700 (General Conditions), paragraph 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Section 00700 (General Conditions), paragraph 12.3. 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 Section 00700 (General Conditions), paragraph 12 or elsewhere in the Contract Documents.

For Claims of fifty thousand dollars (\$50,000) or less

City of Sausalito shall respond in writing within forty-five (45) days of receipt of the Claim, or City of Sausalito 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 of Sausalito may have against Claimant.

If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of City of Sausalito and Claimant.

City of Sausalito’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.

For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000:

City of Sausalito shall respond in writing within sixty (60) days of receipt of the Claim, or City of Sausalito 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 of Sausalito may have against Claimant.

If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of City of Sausalito and Claimant;

City of Sausalito’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.

Meet and Confer:

If Claimant disputes City of Sausalito’s written response, or City of Sausalito fails to respond within the time prescribed above, Claimant shall notify City of Sausalito, in writing, either within fifteen (15) days of receipt of City of Sausalito’s response or within fifteen (15) days of City of Sausalito’s failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand City of Sausalito will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

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 as set forth in paragraph 12.2.B of Section 00700 (General Conditions), 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.

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

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.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01411

Regulatory Requirements - Hazardous Materials

PART 1 GENERAL

SUMMARY

Section Includes:

Regulatory requirements applicable to Work in connection with hazardous waste abatement and disposal including, but not limited to, asbestos and asbestos-containing materials, lead-based paint, polychlorinated biphenyls, petroleum-contaminated soils and materials, construction and demolition debris and any other hazardous substance or hazardous waste.

This Section supplements Section 01410 (Regulatory Requirements) and the Work-specific listings of applicable regulatory requirements elsewhere in the Specifications.

REFERENCES TO REGULATORY REQUIREMENTS

Codes, laws, ordinances, rules and regulations applicable to the Work shall have full force and effect as though printed in full in Contract Documents. Codes, laws, ordinances, rules and regulations are not furnished to Contractor, because Contractor is assumed to be familiar with their requirements. The listing herein of applicable codes, laws, and regulations for hazardous waste abatement work is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these Specifications exists, the most stringent requirements shall be used.

Conform to all applicable codes, laws, ordinances, rules and regulations that are in effect on date of contracting.

LAWS, ORDINANCES, RULES, AND REGULATIONS

During prosecution of Work under Contract Documents, Contractor shall comply with applicable laws, ordinances, rules and regulations including, but not limited to, those listed below.

Federal:

Statutory Requirements:

Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 *et seq.*

Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U. S.C. Sections 9601 *et seq.*

Toxic Substances Control Act of 1976, 15 U.S.C., Sections 2601 *et seq.*

Hazardous Materials Transportation Act of 1975, 49 U.S.C. Sections 1801 *et seq.*

Clean Water Act, 33 U.S.C. Sections 1251 *et seq.*

Safe Drinking Water Act, 42 U.S.C., Sections 3001 *et seq.*

Clean Air Act, Section 112, 42 U.S.C., Section 7412

Occupational Safety and Health Act of 1970, 29 U.S.C., Sections 651 *et seq.*

Underground Storage Tank Law, 42 U.S.C., Sections 6991 *et seq.*

The Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C., Sections 11011 *et seq.*

Environmental Protection Agency (EPA):

40 C.F.R. Parts 260, 264, 265, 268, 270

40 C.F.R. Parts 258 *et seq.*

40 C.F.R. Part 761

40 C.F.R. Parts 122-124

Occupational Safety and Health Administration (OSHA):

OSHA Worker Protection Standards, Title 29 C.F.R. Part 1926.58, Construction Standards and 29 C.F.R. 1910.1001 General Industry Standard

OSHA, 29 C.F.R. Part 1926.1101, Construction Standards for Asbestos

OSHA, Lead Exposure in Construction: Interim Final Rule, 29 C.F.R. 1926.62

National Emission Standard for Hazardous Air Pollutants, Title 40 C.F.R. Part 61

Asbestos Hazardous Emergency Response Act, Title 40 C.F.R. 763

Department of Transportation:

Title 49 C.F.R. 173.1090
Title 49 C.F.R. 172
Title 49 C.F.R. 173
DOT, HM 181 and MH126f

State of California Requirements:

Statutory Law:

The Carpenter-Presley-Tanner Hazardous Substance Account Act, Health & Safety Code, Sections 25300 *et seq.*

Health and Safety Code, Section 25359.4

Hazardous Waste Control Law, Health & Safety Code, Sections 25100 *et seq.*

Porter-Cologne Water Quality Control Act, Water Code, Sections 13000 *et seq.*

Health and Safety Code, Sections 25915-25924

California Labor Code Chapter 6, including, without limitation, Sections 6382, 6501.5-6501.9, 6503.5, 9021.5, 9080

Business and Professions Code, including without limitation, Sections 7058.5, 7065.01, 7118.5

Underground Storage of Hazardous Substance Act, Health and Safety Code, Sections 25280 *et seq.*

Petroleum Underground Storage Tank Cleanup, Health and Safety Code, Sections 25299.10 *et seq.*

Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code, Sections 25249.5 *et seq.* (Proposition 65)

Above Ground Petroleum Storage Act, Health and Safety Code, Sections 25270 *et seq.*

Hazardous Materials Release Response Plans and Inventory, Health and Safety Code, Chapter 6.95

Administrative Code and Regulations:

Title 22 CCR Division 4.5, Environmental Health Standards for the Management of Hazardous Waste, Sections 6600 *et seq.*

Cal/OSHA Worker Protection Standards, Title 8 CCR, Sections 1529, 5208

Title 8 CCR, Section 1532.1, Lead in Construction

Title 23 CCR, Sections 2610 *et seq.*

Local Agency Requirements:

Bay Area Air Quality Management City of Sausalito, Fugitive Dust Rules

Bay Area Air Quality Management City of Sausalito Regulation 11-2-303

State Water Resource Control Board, General Construction Activity Stormwater Permit Requirements (Order 92-OS DWQ)

Local Agency Requirements:

Southern Marin Fire City of Sausalito, Mill Valley

City of Sausalito Building Inspection Division

City of Sausalito Department of Public Works

City of Sausalito Community Development Department

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01455

Testing and Inspection

PART 1 GENERAL

SECTION INCLUDES

Contractor's Quality Control
Quality of the Work
Inspections and Tests by Division of State Architect
Inspections and Tests by Serving Utilities
Inspections and Tests by Manufacturer's Representatives
Inspections by Independent Testing and Inspection Agency
Additional Testing and Inspection

CONTRACTOR'S QUALITY CONTROL

Contractor's Quality Control: Ensure that products, services, workmanship and Site conditions comply with requirements of Drawings and Specifications by coordinating, supervising, testing, and inspecting the Work and by utilizing only suitably qualified and appropriately audited, licensed or trained, personnel.

Quality Requirements: Work shall be accomplished in accordance with quality requirements of Drawings and Specifications, including, by reference, all codes, laws, rules, regulations, and standards. When no quality basis is prescribed, the quality and testing procedures shall be in accordance with the best-accepted practices of the construction industry for the locale of the Project, for projects of this type, or standards set by engineering or technical societies (e.g., ASTM or ASHRAE), whichever is more stringent.

Quality Control Personnel: Employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.

QUALITY OF THE WORK

Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects, and fit for the intended use.

Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements, as shown on or required by Contract Documents.

Protection of Completed Work: Take all measures necessary to preserve completed Work free from damage, deterioration, soiling, and staining, until acceptance by City of Sausalito.

Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating, erecting, installing, applying, connecting, and finishing Work.

Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Secure City of Sausalito's advanced written consent. Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.

Verification of Quality: Work shall be subject to verification of quality by City of Sausalito in accordance with provisions of the Contract Documents.

Cooperate by making Work available for inspection by independent testing and inspection agencies.

Such verification may include mill, plant, shop, or field inspection as required.

Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.

Provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by City of Sausalito.

Applicable provisions of the Contract Documents shall govern Contract Modifications, if any, resulting from such verification activities.

Observations by City of Sausalito's Consultants: Periodic and occasional observations of Work in progress will be made by City of Sausalito and City of Sausalito's consultants as deemed necessary to review progress of Work and general conformance with design intent.

Limitations on Inspection, Testing and Observation: Neither employment of independent testing and inspection agency nor observations or tests by City of Sausalito and City of Sausalito's consultants shall in any manner relieve Contractor of obligation to perform Work in full conformance to all requirements of Contract Documents.

City of Sausalito's Acceptance and Rejection of Work: City of Sausalito reserves the right to reject all Work not in conformance to the requirements of the Drawings and Specifications, or otherwise defective.

Correction of Defective Work: Defective Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Sum or Contract Time.

Acceptance of Defective Work: Acceptance of defective Work, without specific written acknowledgement and approval of City of Sausalito, shall not relieve the Contractor of the obligation to correct such Work.

Contract Adjustment for Defective Work: Should City of Sausalito determine that it is not feasible or in City of Sausalito's interest to require defective Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between City of Sausalito and Contractor. If equitable amount cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with applicable provisions of Section 00700 (General Conditions).

Non-Responsibility for Defective Work: City of Sausalito and City of Sausalito's consultants disclaim any and all responsibility for Work produced not in conformance with the Drawings and Specifications.

Responsibility for Defective Work: Contractor shall have full responsibility for all consequences resulting from defective work, including without limitation all delays, disruptions, extra inspection and correction costs by Contractor and City of Sausalito and re-Work, and extra time and costs of all types. Contractor waives excuses for defective work relating to City of Sausalito's prior review of Submittals and/or prior failure to notice defective work in place on inspection.

INSPECTIONS AND TESTS BY GOVERNING AUTHORITIES

Regulatory Requirements for Testing and Inspection: Contractor shall also comply with Uniform Building Code (UBC) requirements and all other requirements of governing authorities having jurisdiction.

Inspections and Tests by Governing Authorities: Contractor shall cause all tests and inspections required by governing authorities having jurisdiction to be made for Work under this Contract.

Such authorities may include, but are not limited to, County of Marin, Public Works Department, Fire Department, and similar agencies.

Except as specifically noted, scheduling, conducting and paying for such inspections shall be solely the Contractor's responsibility.

INSPECTIONS AND TESTS BY SERVING UTILITIES

Cause all tests and inspections required by serving utilities to be made for Work under this Contract. Scheduling conducting and paying for such inspections shall be solely the Contractor's responsibility.

INSPECTIONS AND TESTS BY MANUFACTURER'S REPRESENTATIVES

Cause all tests and inspections specified to be conducted by materials or systems manufacturers to be made. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Sum.

INSPECTIONS BY INDEPENDENT TESTING AND INSPECTION AGENCY

City of Sausalito will select an independent testing and inspection agency or agencies approved by the Architect/Engineer to conduct tests and inspections in accordance with Part 1, Title 24, Section 4-335, California Code of Regulations and as indicated on Drawings, in Specifications and as required by governing authorities having jurisdiction.

Responsibility for time and costs shall be as indicated in schedule below. All time and costs for Contractor's service related to such tests and inspections shall be included in Contract Time and Contract Sum.

Notify City of Sausalito and Inspector in writing (and, if provided, on inspection request form provided by City of Sausalito) and, if directed by City of Sausalito, testing and inspection agency, when Work is ready for specified tests and inspections. Deliver this written notification at least 72 hours before the requested inspection date.

Pay for all additional charges by testing and inspection agencies and governing authorities having jurisdiction due to the following:

Contractor's failure to properly schedule or notify testing and inspection agency or authorities having jurisdiction.

Changes in sources, lots, or suppliers of products after original tests or inspections.

Changes in means, methods, techniques, sequences, and procedures of construction that necessitate additional testing, inspection, and related services.

Changes in mix designs for concrete and mortar after review and acceptance of submitted mix design.

Contractor submitted requests to change materials or products, which are accepted, but require testing and/or reinspection beyond original design.

Tests and special inspections to be paid by City of Sausalito may, where required, MAY include the following:

<u>SECTION</u>	<u>MATERIAL TESTS</u>
03200	Reinforcing steel for concrete and concrete masonry
03200	Concrete slump and strength
04200	Masonry block strength, shrinkage and moisture content
04200	Masonry grout strength
05120	High strength grout strength
04200	Masonry mortar strength
05120	Structural steel bolting and welding
02300	Pile concrete and reinforcing
02200	Trench backfill
02200	Building pad sub-grade and imported fill
02300	Load test pile dowels

<u>SECTION</u>	<u>SPECIAL INSPECTION</u>
03200	Placement of reinforcing steel for concrete and concrete masonry
03300	Placement of cast-in-place concrete
04200	Placement of concrete block and grout
05120	Structural steel fabrication, erection, bolting and welding
07511	Installation of roof membrane
05500, 04200, 05120	Installation of anchor bolts, dowels embedded in concrete and masonry
To be determined	Installation of adhesive (epoxy) connections
02300	Placement of pile concrete and reinforcement
02300	Pile driving
02200	Site grading, road and parking phase
02200	Trench backfill]

<u>SECTION</u>	<u>ENVIRONMENTAL TESTS</u>
To be determined	Storm water runoff sampling

Test and Inspection Reports: After each inspection and test, one copy of report shall be promptly submitted to City of Sausalito's Representative, or any other consultant City of Sausalito designates, Architect/Engineer, Contractor and any agency having jurisdiction (if required by Code).

Reports shall clearly identify the following:

Date issued.

Project name and number.

Identification of product and Specifications Section in which Work is specified.

Name of inspector.

Date and time of sampling or inspection.

Location in Project where sampling or inspection was conducted.

Type of inspection or test.

Date of test.

Results of tests.

Comments concerning conformance with Contract Documents and other requirements.

Test reports shall indicate specified or required values and shall include statement whether test results indicate satisfactory performance of products.

Samples taken but not tested shall be reported.

Test reports shall confirm that methods used for sampling and testing conform to specified test procedures.

When requested, testing and inspection agency shall provide interpretations of test results.

Contractor Responsibilities in Inspections and Tests:

Unless specified otherwise, notify Inspector, City of Sausalito's Representative, or any other consultant City of Sausalito designates, Architect/Engineer and independent testing and inspection agencies 48 hours in advance of expected time of each test and inspection, and for all other operations requiring inspection and testing services, by submitting Contractor's inspection request in writing (or, if City of Sausalito provides a specific form, on that form).

When tests or inspections cannot be performed after such notice, reimburse City of Sausalito for testing and inspection agency personnel and travel expenses incurred due to Contractor's negligence.

Deliver to laboratory or designated location, adequate samples of materials proposed to be used that require advance testing, together with proposed mix designs.

Cooperate with Inspector, City of Sausalito's Representative, or any other consultant City of Sausalito designates, and City of Sausalito's consultants. Provide access to Work areas and off-Site fabrication and assembly locations, including during weekends and after normal Work hours.

Provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle samples at the Site or at source of products to be tested, and to store and cure test samples.

Provide, at least fifteen (15) Days in advance of first test or inspection of each type, a schedule of tests or inspections indicating types of tests or inspections and their scheduled dates.

ADDITIONAL TESTING AND INSPECTION

If initial tests or inspections made by the Inspector or City of Sausalito's Representative, or any other consultant City of Sausalito designates reveal that materials do not comply with Title 24, California Code of Regulations or with the Contract Documents, or if City of Sausalito has reasonable doubt that materials do not comply with Title 24, California Code of Regulations or with Contract Documents, additional tests and inspections shall be made as directed.

If additional tests and inspections establish that materials comply with Contract Documents, City of Sausalito shall pay all costs for such tests and inspections.

If additional tests and inspections establish that materials do not comply with Contract Documents, all costs of such tests and inspections shall be deducted from Contract Sum.

If Work requiring inspection is covered by follow-on or follow-up Work before it is inspected, uncover Work so proper inspections can be performed. All costs of such tests and inspections shall be deducted from Contract Sum.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01500

Temporary Facilities and Controls

PART 1 GENERAL

SUMMARY

Section Includes:

- Temporary Electricity
- Temporary Communications.
- Temporary Water
- Fences
- Protection of Public and Private Property
- Temporary Sanitary Facilities
- Temporary Barriers and Enclosures
- Water Control
- Pollution Control
- Construction Aids
- Erosion Control
- Noise Control
- Traffic Control
- Removal of Temporary Facilities and Controls

TEMPORARY ELECTRICITY

With the City of Sausalito's consent, power may be obtained from City of Sausalito at no cost to Contractor, but Contractor must provide all necessary wiring and appurtenances for connection to City of Sausalito's system. Contractor must coordinate point of connection with the City of Sausalito.

TEMPORARY COMMUNICATIONS

If provided by Contractor at Contractor's choice, Contractor shall provide, maintain, and pay for all applicable communications and data services (including without limitation telephone, facsimile, e-mail and internet) to field office commencing at time of Project mobilization, including all installation and connection charges. In addition, the Contractor shall provide, maintain and pay for a high speed internet service (minimum DSL) at the Site for both Contractor's field office/trailer.

TEMPORARY WATER

Provide, maintain, and pay for suitable quality water service required for construction operations. Contractor may be allowed to utilize water from the City of Sausalito, with City of Sausalito's approval. However, City of Sausalito does not guarantee availability of this water. Contractor shall furnish necessary pipe, hose, nozzles, meter, and tools and perform all necessary labor to connect to the City of Sausalito's system. Unnecessary waste of water will not be permitted. Special hydrant wrenches shall be used for opening and closing fire hydrants; in no case shall pipe wrenches be used for this purpose.

FENCES

All existing fences affected by the Work shall be maintained by Contractor until Final Completion. Fences which interfere with construction operations shall not be relocated or dismantled until City of Sausalito gives written permission to do so, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use. On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to a better condition and to their original locations.

PROTECTION OF PUBLIC AND PRIVATE PROPERTY

Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement,

surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.

Contractor shall be responsible for providing barriers and temporary walls to separate job site work area from other areas in building still being occupied and in use. Protection shall be in form of plywood barrier and visqueen to prevent dust from entering occupied areas. Construction debris shall not be placed in occupied areas, but shall remain within construction zone or be removed to waste containers outside of the building.

Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Contractor or Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the City of Sausalito, or the agency or authority having jurisdiction over the damaged property, concerning its repair or replacement or payment of costs incurred in connection with the damage.

All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

TEMPORARY SANITARY FACILITIES

Provide and maintain required temporary buildings with sanitary toilets for use of all workers. At a minimum, sanitary facilities shall be located at trailer site, staging area, and adjacent to work area.

Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.

Comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain in a sanitary condition at all times.

Provide temporary sanitary facilities for City of Sausalito Staff during utility interruptions.

TEMPORARY BARRIERS AND ENCLOSURES

Provide barriers to prevent unauthorized entry to construction areas to allow for City of Sausalito's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations.

Provide barricades required by governing authorities for public access to existing buildings.

Protect vehicular traffic, stored materials, Site, and structures from damage.

WATER CONTROL

The following will be performed in accordance with the SWPPP specification, as specified in 1.13 of Section 01500. Grade Site to drain.

Maintain excavations free of water.

Protect Site from puddling or running water.

Provide water barriers as required to protect Site from soil erosion.

Provide for drainage of storm water and such water as may be applied or discharged on the Site in performance of the Work. Drainage facilities shall be adequate to prevent damage to the Work, the Site, and adjacent property.

Clean, enlarge and/or supplement existing drainage channels and conduit as necessary to carry all increased runoff attributable to Contractor's operations. Construct dikes as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect City of Sausalito's facilities and the Work, and to direct water to drainage channels or conduits. Provide ponding as necessary to prevent downstream flooding.

POLLUTION CONTROL

The following will be performed in accordance with the SWPPP Specification, as specified in 1.13 of Section 01500.

Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance shall be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service, and all possible Best Management Practices (BMPs) shall be taken to prevent such materials from entering any drain to watercourse.

The Contractor shall implement BMPs during construction activities as specified in the California Storm Water Best Management Practices Handbook (Stormwater Quality Task Force, 1993) and/or the Manual of Standards for Erosion and Sediment Control Measures (ABAG, 1995). Erosion and sedimentation control practices shall include installation of silt fences, straw wattle, soil stabilization, revegetation, and runoff control to limit increases in sediment in stormwater runoff, including but not limited to, detention basins, straw bales, silt fences, check dams, geofabrics, drainage swales, and sand bag dikes.

In the event that dewatering of excavations is required, Contractor shall obtain the necessary approval and permits for discharge of the dewatering effluent from the local jurisdiction. Contractor shall be responsible for assuring that water quality of such discharge meets the appropriate permit requirements prior to any discharge.

CONSTRUCTION AIDS

Contractor shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided herein. Such construction aids shall include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs. Construction aids shall be furnished without charge to the Subcontractors, and all necessary erection, maintenance, and operating personnel shall be included. In the event of conflict, the contractor furnishing the equipment shall determine priorities in the best interest of the Project.

EROSION CONTROL

A. GENERAL

Provide all materials, equipment and labor necessary to furnish and install straw wattles, silt fence barriers, hydroseed, or other Best Management Practices (BMP's) at locations shown on the Contractors Storm Water Pollution Prevention Plan.

1. Contractor shall prevent soil erosion on the Site and adjacent property resulting from its construction activities to the maximum extent practical, including implementation of Best Management practices. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operations that will disturb the natural protection.
2. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

B. STORM WATER POLLUTION PREVENTION PLAN: Prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) tailored to the Contractor's operations, methods and equipment. Comply with State Water Resources Control Board requirements. The SWPPP shall be reviewed and approved by the authority having jurisdiction prior to the start of work. The SWPPP shall be tailored to the contractor's approach to the work in this contract. The Contractor shall as a minimum address:

1. Cut and fill operations
2. Temporary stockpiles
3. Vehicle and equipment storage, maintenance and fueling operations
4. Concrete, plaster, mortar and paint disposal
5. Dust control
6. Tracking of dirt and mud, on and off of site, and adjacent streets.
7. Pipe flushing and protection of drainage facilities both new and existing, on and off site as required by State Water Resources Control Board.

NOISE CONTROL

When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment.

Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work. During construction activities on or adjacent to occupied buildings, and when appropriate, Contractor shall erect screens or barriers effective in reducing noise in the building and shall conduct its operations to avoid unnecessary noise which might interfere with the activities of building occupants.

Ensure and provide certification to City of Sausalito that all construction equipment and vehicles used for the Work are:

- Maintained in good mechanical condition
- Equipped with properly installed engine mufflers

D. The contractor will take care to minimize construction noise and coordinate construction operations in such a way that construction operations and noise shall not interfere or impact the operations of the College. The City of Sausalito has the authority to shut down contractors operations that are disrupting the College operations with no time or cost impacts for the failure of the contractor to coordinate operations with the City of Sausalito. The following is a partial listing of College events where particular care must be made on the part of the Contractor with regard to Noise Control (See Section 00800 for detailed list):

- Finals
- Commencement
- Large community events

TRAFFIC CONTROL

All traffic associated with the construction, including without limitation delivery and mail trucks, shall follow the City of Sausalito's approved construction traffic route to and from the project site. Contractor shall provide signs directing construction and delivery traffic along this route. Construction truck traffic may be limited to specific, off-peak traffic hours, as directed by City of Sausalito's Representative. - The Contractor shall provide adequate traffic control measures such as Barricades, Flagmen and Escorts for all construction traffic on College roads, pathways and adjacent areas to the construction site.

REMOVAL OF TEMPORARY FACILITIES AND CONTROLS

- Remove temporary utilities, equipment, facilities, and materials prior to final inspection.
- Remove underground installations.
- Clean and repair damage caused by installation or use of temporary work.
- Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01540

Site Security and Safety

PART 1 GENERAL

SUBMITTALS

See Section 01330 (Submittal Procedures).
Site Security
Safety Program.
Fire Protection Plan

PROTECTION

Continuously maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.

Properly protect the Work:

- With lights, guard rails, temporary covers and barricades.
- Enclose excavations with proper barricades.
- Brace and secure all parts of the Work against storm and accident.
- Provide such additional forms of protection that may be necessary under existing circumstances.

Provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Be responsible for the protection in excess of such minimum requirements as required.

CONTROL OF SITE

Ensure that no alcohol, firearms, weapons, or controlled substance enters or is used at the Site. Immediately and permanently remove from the Site any employee found in violation of this provision.

1.4 WORK ON AN OCCUPIED FACILITY The work included in this project is to be completed during times when the station is occupied. Project Work Site parking will be limited to required work trucks, equipment pick-up/delivery vehicles and material delivery only. The Contractor's employees parking area is specified in Section 00800 (Supplementary Conditions).

In addition to any other requirement in the Project Manual, or to enhance any existing requirement in these documents, the Contractor shall be aware of (and furnish and install or otherwise provide) the following:

Access to all existing offices and dormitories must be maintained while isolating the Project Work Site by protective measures. Phasing of the work as (or if) required maintaining access to the buildings shall be a requirement of this Bid.

Isolation of the Project Work Site referenced immediately above shall be-

For exterior work (if any)- Protect the area from above by securing the perimeter in such a way that the area is clearly marked and the risk of being struck by falling debris is removed.

For interior work (if any)- through the combined use of plywood and plastic sheeting walls constructed to prevent accidental entry to the work area and keep dust from entering occupied areas. Walls shall include end clips/brackets with which the individual panels can be made into a "wall section" of indefinite length.

The fencing shall be maintained and relocated when and as necessary to assure staff/ visitor safety while maintaining a positive isolation barrier between the public and the Project Work Site.

The contractor shall be responsible for posting, and maintaining, no less than the following construction site signage: CAUTION CONSTRUCTION; HARD HAT AREA; AND KEEP OUT. In the event that the Contractor's insurance carrier mandates that additional safety signs be posted, this contractor shall post and maintain those signs also.

Construction Site signage shall be posted at the entries/exits from the buildings, at every chain link fence corner and in fence line "straight runs" as necessary to assure that the distance between signs does not exceed 500 linear feet.

SITE SECURITY

As part of the Work included within the Contract Price, Contractor shall take and be fully responsible for all reasonably required measures to protect and maintain the security of persons, existing facilities and property at the Site, including without limitation preventing theft, loss, vandalism and improper concealment of personal property of the City of Sausalito and all persons lawfully present on the Site, and including times where workers are not present on the Site. Contractor's measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site and who they represent, what they are delivering and to whom.

No claim shall be made against City of Sausalito by reason of any act of an employee or trespasser, and Contractor shall repair all damage to City of Sausalito's property resulting from Contractor's failure to provide adequate security measures.

Contractor shall maintain a lock on the Construction access gate at all times.

Contractor shall supply additional security fencing, barricades, lighting, and other security measures as required to protect and control the Site.

SAFETY PROGRAM

Within fifteen (15) days after Notice to Proceed, submit a Safety Program that has been reviewed and approved by an Industrial Hygienist certified by the American Board of Industrial Hygiene or a Certified Safety Professional. The Safety Program shall include the name, certification number, and certification seal of the Industrial Hygienist or Certified Safety Professional. Comply with the Safety Program and all applicable federal, state, and local regulation codes, rules, law and ordinances.

Receipt and/or review of the Safety Program by City of Sausalito, Engineer or City of Sausalito's representative shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.

It is essential that Contractor and each Subcontractor implement an effective and vigorous Safety and Health Program to cover their respective portions of the Work. Subject to Contractor's overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to their respective portions of the Work rests with each individual Contractor and Subcontractor.

Safety Program components:

Injury and Illness Prevention Program (IIPP): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).

Site-Specific Safety and Health Plan (SSHP): Describing health and safety procedures that shall be implemented during the Work in order to ensure safety of the public and those performing the Work. Follow the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b) (4) f.

Confined Space Program: The Site contains permit- and non-permit-confined spaces. City of Sausalito will provide Contractor with any available information regarding permit space hazards, entry operations, and safety information relating to work in the permit spaces as set forth in the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5157). Permit space entry is allowed only through compliance with a permit space program meeting the requirements of Section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, verbally notify Engineer of the permit space program followed and of any hazards confronted or created in permit spaces during entry operations.

The wearing of hard hats shall be mandatory at all times for personnel on Site. Supply sufficient hard hats to equip properly all employees and visitors.

Whenever an exposure exists, appropriate personal protective equipment (PPE) shall be used by all affected personnel. Supply PPE to all personnel under Contractor's direction.

SAFETY REQUIREMENTS

Standards: Maintain the Project in accordance with state and local safety and insurance standards.

Hazards Control:

Store volatile wastes in covered metal containers and remove from premises daily.

Prevent accumulation of wastes that create hazardous conditions.

Provide adequate ventilation during use of volatile or noxious substances.

Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

Do not burn or bury rubbish or waste material on the Site.

Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.

Do not dispose of wastes into streams or waterways.
Provide accident information on the forms provided by Contractor. This information shall be provided on the same day as the occurrence of said incident.

SITE SAFETY OFFICER

Designate one of Contractor's staff as "Site Safety Officer" whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards. Submit for review by City of Sausalito Contractor's intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, demolition program, and environmental safety and health plan. After review by City of Sausalito, the implementation and enforcement of these plans shall become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Contractor through the Site Safety Officer for written concurrence by City of Sausalito.
City of Sausalito's risk management representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01600

PRODUCT REQUIREMENTS

SECTION INCLUDES

- Products
- Product Options and Substitutions
- Product Delivery Requirements
- Shipping Requirements
- Product Storage and Handling Requirements

PRODUCTS

Products: New material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

For similar components, provide interchangeable components of the same manufacturer.

PRODUCT OPTIONS AND SUBSTITUTIONS

Summary: This paragraph 1.3 describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the subject of a Document 00660 (Substitution Request Form) submittal as provided in Document 00200 (Instructions to Bidders).

Contractor's Options:

For products specified only by reference standard: Select any product meeting that standard.

For products specified by naming one or more products or manufacturers:

Select products of any named manufacturer meeting specifications.

If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (RFS), including all information contained in this Section 01600 and a fully executed Document 00660 (Request for Substitution), but using the term "Contractor" each place the term "Bidder" appears in that form.

Substitutions:

Except as provided in Document 00200 (Instructions to Bidders) with respect to "or equal" items, City of Sausalito will consider Contractor's substitution requests only when product becomes unavailable due to no fault of Contractor. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City of Sausalito for work on the Project).

Submit separate RFS (and **four** copies) for each product and support each request with:

Product identification.

Manufacturer's literature.

Samples, as applicable.

Name and address of similar projects on which product has been used, and dates of installation.

Name, address, and telephone number of manufacturer's representative or sales engineer.

For construction methods: Detailed description of proposed method; drawings illustrating methods.

Where required, itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.

State whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with City of Sausalito for work on the Project) to adapt the design of the proposed substitute,

and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.

Include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by City of Sausalito in evaluating the proposed substitute. City of Sausalito may require Contractor to furnish additional data about the proposed substitute.

City of Sausalito will not consider substitutions which are for the Contractor's convenience, for acceptance (or, in City of Sausalito's sole discretion, City of Sausalito may make Contractor solely responsible for all resulting costs, expenses and other consequences) when a substitution:

Results in delay meeting construction Milestones or completion dates.

Is indicated or implied on submittals without formal request from Contractor.

Is requested directly by Subcontractor or supplier.

Acceptance will require substantial revision of Contract Documents.

Disrupts Contractor's job rhythm or ability to perform efficiently.

Substitute products shall not be ordered without written acceptance of City of Sausalito.

City of Sausalito will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.

Accepted substitutions will be evidenced by an approved Substitution Request Form. All Contract Documents requirements apply to Work involving substitutions.

Contractor's Representation and Warranty:

Contractor's RFS constitute a representation and warranty that Contractor:

Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.

Will provide the same warranty for substitution as for specified product.

Will coordinate installation and make other changes that may be required for Work to be complete in all respects.

Waives claims for additional costs which may subsequently become apparent.

Will compensate City of Sausalito for additional redesign costs associated with substitution. For substitutions made for the contractor's convenience the contractor will be responsible for all costs pertaining to substitution request.

Pay all costs incurred by the City of Sausalito associated with acceptance of substitutions including, but not limited to design, review and management activities.

Will be responsible for Construction Schedule slippage due to substitution.

Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by City of Sausalito.

Will compensate City of Sausalito for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against City of Sausalito, caused by late requests for substitutions or late ordering of products.

City of Sausalito's Duties:

Review Contractor's RFS'S with reasonable promptness.

Notify Contractor in writing of decision to accept or reject requested substitution.

Administrative Requirements:

Specified products, materials, or systems for Project may include engineering or on-file standards required by the regulatory agency. Contractor's substitution of products, materials or systems may require additional engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both.

Provide all agency approvals or other additional information required and Contractor shall pay additional costs for required redesign, inspection, etc. For substitutions made for the Contractor's convenience the Contractor will be responsible for all costs pertaining to substitution request.

PRODUCT DELIVERY REQUIREMENTS

Deliver products in accordance with manufacturer's instructions.

Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

SHIPPING REQUIREMENTS

Preparation for Shipment. All equipment shall be suitably packaged to facilitate handling and to protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept dry at all times.

Painted and coated surfaces shall be protected against impact, abrasion, discoloration, and other damage.

Painted and coated surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of City of Sausalito.

Grease and lubricating oil shall be applied to all bearings and similar items.

Shipping. Before shipping each item of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.

PRODUCT STORAGE AND HANDLING REQUIREMENTS

Store products only in staging area per provisions of Section 01100 (Summary of Work).

Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.

For exterior storage of fabricated products, place on appropriate supports, above ground.

Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.

Store loose granular materials on solid flat surfaces in a well-drained area.

Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

Without limiting the foregoing:

1. Contractor shall bear the responsibility for delivery of equipment, spare parts, special tools, and materials to the Site and shall comply with the requirements specified herein and provide required information concerning the shipment and delivery of the materials specified in Contract Documents. These requirements also apply to any subsuppliers making direct shipments to the Site. Acceptance of the equipment shall be made only after it is installed, tested, placed in operation and found to comply with all the specified requirements.
2. All items shall be checked against packing lists immediately on delivery to the Site for damage and for shortages. Damage and shortages shall be remedied with the minimum of delay.
3. No metalwork (miscellaneous steel shapes and reinforcing steel) shall be stored directly on the ground. Masonry products shall be handled and stored in a manner to hold breakage, chipping, cracking, and spalling to a minimum. Cement, lime, and similar products shall be stored off the ground on pallets and shall be covered and kept completely dry at all times. Pipe fittings and valves may be stored out of doors, but must be placed on wooden blocking. PVC pipe, geomembranes, plastic liner, and other plastic materials shall be stored off the ground on pallets and protected from direct sunlight.
4. Electrical equipment and all equipment with antifriction or sleeve bearings shall be stored in weathertight structures maintained at a temperature above 60°F. Electrical equipment controls, and insulation shall be protected against moisture and water damage. All space heaters furnished in equipment shall be connected and operated continuously.
5. Equipment having moving parts such as gears, bearings, and seals, shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer. Manufacturer's storage instructions shall be carefully followed by Contractor.
6. When required by the equipment manufacturer, moving parts shall be rotated a minimum of twice a month to ensure proper lubrication and to avoid metal to metal "welding". Upon installation of the equipment, Contractor shall, at the discretion of City of Sausalito, start the equipment at one-half load for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
7. When required by the equipment manufacturer, lubricant shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment by Contractor at the time of acceptance.
8. Equipment and materials shall not show any pitting, rust, decay, or other deleterious effects of storage when installed in the Work.
9. In addition to the protection specified for prolonged storage, the packaging of spare units and spare parts shall be for export packing and shall be suitable for long-term storage in a damp location. Each spare item shall be packed separately and shall be completely identified on the outside of the container.

10. Handling. Stored items shall be laid out to facilitate their retrieval for use in the Work. Care shall be taken when removing the equipment for use to ensure the precise piece of equipment is removed and that it is handled in a manner than does not damage the equipment.
11. Contractor is to complete, and if necessary develop, maintenance forms for each piece of major equipment installed and/or stored until project close out. Maintenance forms are to document the recommended preventive maintenance as specified by the manufacturer of the equipment. Each completed form shall document no more than one piece of equipment. The make, model and serial number of each piece of equipment and the date it was purchased and delivered will be noted in the top right corner of each form. Maintenance forms will be completed at least monthly, according to the manufacturers' recommendations, beginning no later than thirty (30) days from purchase/delivery of the equipment. Copies of these maintenance forms are to be submitted with each pay application, matching the date range of the pay application. At project close a complete set of original maintenance forms are to be 3-hole punched, organized chronologically by equipment make, model and serial number, and will be submitted to the City of Sausalito's Representative no more than thirty (30) days after the date of Substantial Completion. See Section 01100 for the list of equipment to which this applies.

PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTION - NOT USED.

END OF SECTION

SECTION 01740

Cleaning

PART 1 GENERAL

SECTION INCLUDES

Progress Cleaning
Final Cleaning

PROGRESS CLEANING

Contractor shall perform periodic cleaning to ensure that any streets and other City of Sausalito and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.

Where required, Contractor shall wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.

Contractor shall keep all streets clean and free of dust, mud, and debris resulting from Contractor's operations. Daily cleanup throughout the job will be necessary as Contractor progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Contractor shall remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.

All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property owner's written request excepted).

Disposal of Materials:

As part of the scope of Work included within the Contract Sum, Contractor shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.

All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations.

Contractor is cautioned that the County of San Mateo and cities within the county have regulations governing the disposal of rubble, broken pavement, and similar materials.

Contractor shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.

The contractor shall estimate, log and submit regular reports to the City of Sausalito, an estimate of quantities (e.g. tonnage) of waste materials disposed of for compliance with AB75. Documentation requirements including the nature of materials, destination, volume and tonnage, shall be submitted as follows:

Up-to-date copies of the Waste Reporting Log (Exhibit A of Section 01740) shall be submitted with each payment application per Section 01200 (Measurement and Payment) paragraph 1.7.C.8.

The Contractor shall submit a cumulative report summarizing the nature of materials, destination, volume and tonnage of materials disposed for the preceding calendar year to the City of Sausalito's

Representative by January 31st of each year or at the end of the project as part of the contract closeout.

All excess soil from performance of Work shall be disposed at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations. If Contractor elects to dispose of soil on any private property, prior to any dumping, a letter allowing such dumping shall be obtained from the property owner and presented to City of Sausalito. Contractor is advised that the property owner is required to obtain a fill permit from the applicable government agency (ies). In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each affected property owner will be required releasing Contractor, San Mateo County, City of Sausalito and any City of Sausalito consultant from future liability.

If Contractor does not properly clean the Site, in the opinion of City of Sausalito, then City of Sausalito shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.

Contractor will take care to mitigate dust during interior renovation activities through proper use of dust controls.

Dust controls will include, but not be limited to: dust barricades, walk-off mats, negative air machines and daily custodial clean-up employed by the Contract and at not additional cost to the City of Sausalito

FINAL CLEANING

Contractor shall execute final cleaning prior to final inspection, using only properly skilled workers.

Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.

Repair, patch, and touch up marred surfaces to match adjacent finishes.

Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers and coils of units operated without filters during construction.

Clean Site; mechanically sweep paved areas.

Remove waste and surplus materials, rubbish, and construction facilities from Site.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

WASTE REPORTING LOG FOLLOWS ON NEXT PAGE

EXHIBIT A

WASTE REPORTING LOG

PROJECT
Contract Number

To: City of Sausalito

SECTION 01770

CONTRACT CLOSEOUT

PART 1 GENERAL

SUMMARY

Section Includes:

Description of contract closeout procedures including:

- Removal of Temporary Construction Facilities
- Substantial Completion
- Final Completion
- Final Cleaning
- Project record documents
- Material, Equipment and Finish Data
- Project Guarantee
- Warranties
- Turn-In
- Release of Claims
- Fire Inspection Coordination
- Building Inspection Coordination

REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

- Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
- Clean and repair damage caused by installation or use of temporary facilities.
- Restore permanent facilities used during construction to specified condition.
- Comply with paragraph 1.12 of Section 1500 (Temporary Facilities and Controls).

SUBSTANTIAL COMPLETION

- When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to City of Sausalito's Representative and Architect/Engineer, with list of items remaining to be completed or corrected.
- Within reasonable time, City of Sausalito's Representative and Architect/Engineer will inspect to determine status of completion.
- Should City of Sausalito's Representative and Architect/Engineer determine that Work is not Substantially Complete, City of Sausalito will promptly notify Contractor in writing, listing all defects and omissions.
- Remedy deficiencies and send a second written notice of Substantial Completion. City of Sausalito will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then Contractor shall pay City of Sausalito's cost of the re-inspection. The costs will be calculated by 2.5 times Direct Pay Roll Expenses and 1.25 times Consultant costs.
- When City of Sausalito's Representative and Architect/Engineer determine that Work is Substantially Complete, City of Sausalito will issue Contractor's list of items that remain to be completed or corrected as verified by City of Sausalito, yet does not negate Substantial Completion.
- Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by City of Sausalito before a Certificate of Substantial Completion will be issued.
- A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse City of Sausalito for costs associated with these visits.

FINAL COMPLETION

Final Completion occurs when Work meets requirements for City of Sausalito's Final Acceptance. When Contractor considers Work is Finally Complete, submit written certification that:

Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.

Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed in the Punch List have been corrected. Equipment and systems have been tested in the presence of City of Sausalito, and are operative.

Work is complete and ready for final inspection.

In addition to submittals required by Contract Documents, provide submittals required by governing authorities and **submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.**

When City of Sausalito's Representative and Architect/Engineer find Work is acceptable and final closeout submittals are complete, City of Sausalito's Representative will, if so required, issue final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order. Should City of Sausalito determine that Work is incomplete or defective:

City of Sausalito promptly will so notify Contractor, in writing, listing the incomplete or defective items.

Contractor will promptly remedy the deficiencies and notify the City of Sausalito when it is ready for re-inspection.

When City of Sausalito determines that the Work is acceptable under the Contract Documents, City of Sausalito will request Contractor to make closeout submittals.

Notice of completion executed by City of Sausalito and filed with County.

Final adjustments of accounts:

Submit a final statement of accounting to City of Sausalito, showing all adjustments to the Contract and complete and execute Section 00650 (Agreement and Release of Any and All Claims).

FINAL CLEANING

Contractor shall comply with all applicable requirements in Section 01740 (Cleaning).

MATERIAL, EQUIPMENT AND FINISH DATA

Submit three (3) hard copy sets and one (1) digital copy, on a compact disc (CD), of data for primary materials, equipment, and finishes as required under each Specification Section prior to final inspection, bound in 8-½ inches by 11 inches three-ring binders with durable plastic covers to City of Sausalito for City of Sausalito's records. All documents submitted shall be neat and legible. Documents shall be original; facsimile or other second generation copies shall not be acceptable.

Turn over supply, spare parts in accordance with the technical specs. Note to Contractors: spare parts are in addition to any commissioning of the equipment.

PROJECT GUARANTEE

Requirements for Contractor's guarantee of completed Work are included in Article 9 of Section 00700 (General Conditions) Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship, and perform repair work or replacement required, at Contractor's sole expense, for period of one year from date of Final Acceptance.

Neither recordation of Final Acceptance nor final certificate for payment nor provision of neither the Contract nor partial or entire use or occupancy of premises by City of Sausalito shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

City of Sausalito may make repairs to defective Work as set forth in Section 00700 (General Conditions), paragraph 9.3.

If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to City of Sausalito, City of Sausalito shall have right to operate and use materials or equipment until said materials and equipment can, without damage to City of Sausalito, be taken out of service for correction or replacement. Period of use of defective materials or equipment pending correction or replacement

shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

Nothing in this Section shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to City of Sausalito for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by City of Sausalito of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this State pertaining to acts of negligence.

WARRANTIES

Execute Contractor's submittals and assemble warranty documents, and installation, operations and maintenance manuals described in Section 01330 (Submittals), executed or supplied by Subcontractors, suppliers, and manufacturers.

Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.

Include contact names and phone numbers for City of Sausalito personnel to call during warranty period.

Assemble in Specification Section order.

Submit material prior to final application for payment.

For equipment put into use with City of Sausalito's permission during construction, submit within fourteen (14) Days after first operation.

For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within fourteen (14) Days after acceptance, **listing date of acceptance as start of warranty period.**

Warranties are intended to protect City of Sausalito against failure of Work and against deficient, defective and faulty materials and workmanship, regardless of sources.

Limitations: Warranties are not intended to cover failures that result from the following:

Unusual or abnormal phenomena of the elements

Vandalism after Substantial Completion

Insurrection or acts of aggression including war

Related Damages and Losses: Remove and replace Work which is damaged as result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work.

Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than one year after corrected Work was done, whichever is later.

Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.

Warranty Forms: Submit drafts to City of Sausalito for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.

Warranty shall be countersigned by manufacturers.

Where specified, warranty shall be countersigned by Subcontractors and installers.

Rejection of Warranties: City of Sausalito reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.

Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be **one** year minimum from date of Final Completion of entire Work except where:

Detailed specifications for certain materials, equipment or systems require longer warranty periods.

Materials, equipment or systems are put into beneficial use of City of Sausalito prior to Final Completion as agreed to in writing by City of Sausalito.

Review meeting: 11 months following date of Final Completion of entire work, an inspection shall be conducted by the City of Sausalito's Representative and the Contractor to review and act upon warranties, bonds, and service and maintenance contracts as specified in Section 01315 (Project Meetings).

Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to City of Sausalito free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by

Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of City of Sausalito.

TURN-IN

- A. Contract Documents will not be closed out and final payment will not be made until all personnel Identification Media, vehicle permits, keys issued to Contractor during prosecution of Work, and letters from property owners pursuant to paragraph 1.2.F of Section 01740 (Cleaning) are turned in to City of Sausalito.

RELEASE OF CLAIMS

- A. Contract Documents will not be closed out and final payment will not be made until Section 00650 (Agreement and Release of Any and All Claims) is completed and executed by Contractor and City of Sausalito.

FIRE INSPECTION COORDINATION

- A. Coordinate fire inspection and secure sufficient notice to City of Sausalito to permit convenient scheduling (if applicable).

BUILDING INSPECTION COORDINATION

- A. Coordinate with City of Sausalito a final inspection for the purpose of obtaining an occupancy certificate (if applicable).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01780

Project Record Documents

PART 1 GENERAL

SUMMARY

Section Includes: Administrative and procedural requirements for Project Record Documents.

Project Record Documents required include:

- Marked-up copies of Drawings
- Marked-up copies of Shop Drawings
- Newly prepared Drawings
- Marked-up copies of Specifications, Addenda, Change Orders and CCDs
- Marked-up Product Data submittals
- Record Samples
- Field records for variable and concealed conditions
- Record information on Work that is recorded only schematically
- Maintenance forms for major equipment

Specific Project Record Documents requirements that expand requirements of this Section are included in the individual Sections of Divisions 2 through 16.

General Project closeout requirements are included in Section 01770 (Contract Closeout).

Maintenance of Documents and Samples:

Store Project Record Documents and Samples in the field office apart from Contract Documents used for construction.

Do not permit Project Record Documents to be used for construction purposes.

Maintain Project Record Documents in good order and in a clean, dry, legible condition.

Make Documents and Samples available at all times for inspection by City of Sausalito.

City of Sausalito will provide one full size blueline set of the Drawings and one Project Manual for Contractor's use for recording as-built conditions.

PROJECT RECORD DRAWINGS

Mark-up Procedure: During the construction period, maintain a set of blueline or blackline prints of Contract Drawings and Shop Drawings for Project Record Documents purposes. Label each document (on first sheet or format page) "PROJECT RECORD" in 2-inch high printed letters. Keep record documents current. Note: A reference by number to a Change Order, CCD, RFI, RFQ, RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded.

Mark these Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the Drawings
- Revisions to details shown on the Drawings
- Depths of various elements of foundation in relation to main floor level or survey datum
- Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements
- Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure
- Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, and similar items
- Actual numbering of each electrical circuit
- Field changes of dimension and detail
- Revisions to routing of piping and conduits
- Revisions to electrical circuitry

- Actual equipment locations
- Duct size and routing
- Changes made by Change Order or CCD
- Details not on original Contract Drawings
- Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
- Mark Project Record Drawing sets with red, erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
- Mark important additional information that was either shown schematically or omitted from original Drawings.
- Note CCD numbers; alternate numbers, Change Order numbers, and similar identification.
- Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings.
- Accurately record information in an understandable and legible drawing technique.
- Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
- Preparation of Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with City of Sausalito. When authorized, prepare a full set of correct transparencies of Contract Drawings and Shop Drawings.
- Incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT RECORD DRAWING" in a prominent location on each Drawing.
- Refer instances of uncertainty to City of Sausalito for resolution.
- Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates, and other information on cover sheets.
- Distribution of Marked-Up Drawings: Submit three full, bound sets and one digital set in AutoCAD 2000 format, the marked-up Project Record Drawings set to City of Sausalito for City of Sausalito's records.
- Shop Drawings and Samples: Maintain as record documents; legibly annotate Shop Drawings and Samples to record changes made after review.
- In addition to requirements of this Section, comply with supplemental requirements of Divisions 15 and 16.
- Divisions 15 and 16 of the Specifications require the preparation of large scale, detailed layout drawings of the Work of those Divisions. These layout drawings are not Shop Drawings as defined by Section 00700 (General Conditions), but together with Shop Drawings or layout drawings of all other affected Sections are used to check, coordinate, and integrate the work of the various Sections.
- Include these layout drawings as part of the Project Record Documents.

PROJECT RECORD SPECIFICATIONS

- During the construction period, maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Documents purposes.
- Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order and Construction Change Directive work, and information on concealed installation that would be difficult to identify or measure and record later.
- In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
- Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.
- Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.
- Upon completion of mark-up, submit Project Record Specifications to City of Sausalito for City of Sausalito's records.

ADDITIONAL REQUIREMENTS FOR FINAL PROJECT RECORD DOCUMENTS

Prior to Substantial Completion of the Work, City of Sausalito will make available to Contractor originals of the Drawings and Specifications, as Microsoft® Word 2000 for Windows, and AutoCAD 2000 Land Development Desktop for Windows in drawing format (.DWG) files. Note all changes thereon for the final Project Record Documents and provide one set of mylar reproducible, one set of revised Specifications and one set of disks or CDs to be submitted to City of Sausalito.

After Substantial Completion and before Final Completion, carefully transfer all data shown on the job set of Record Drawings to the corresponding computer files, coordinating the information as required.

Clearly indicate at each affected detail and other drawings a full description of changes made during construction, and the actual location of items as previously specified.

“Cloud” all affected areas.

Stamp each Record Drawing with the following information:

Project Record Document.

Prepared by: Contractor’s name, permanent address.

Date prepared.

Contractor’s signature.

City of Sausalito Contract Number.

If Contractor is not able to provide project record documents in specified formats, City of Sausalito and Contractor can negotiate a credit back to the City of Sausalito for this work.

PROJECT RECORD PRODUCT DATA

During the construction period, maintain one copy of each Project Record Product Data submittal for Project Record Document purposes.

Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the Site, and changes in manufacturer’s instructions and recommendations for installation.

Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

Note related Change Orders and mark-up of Project Record Drawings, where applicable.

Upon completion of mark-up, submit a complete set of Project Record Product Data to City of Sausalito for City of Sausalito’s records.

Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.

Contractor is responsible for mark-up and submittal of Project Record Product Data for its own Work.

Material, Equipment, and Finish Data:

Provide data for primary materials, equipment and finishes as required under each Specification Section.

Submit three (3) hard copy sets and one (1) digital copy, on compact disc (CD) prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume.

Arrange by Specification Section number and give names, addresses, and telephone numbers of Subcontractors and suppliers. List:

Trade names.

Model or type numbers.

Assembly diagrams.

Operating instructions.

Cleaning instructions.

Maintenance instructions.

Recommended spare parts.

Product data.

MISCELLANEOUS PROJECT RECORD SUBMITTALS

Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to

the City of Sausalito for City of Sausalito's records. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:

- Field records on excavations and foundations
- Field records on underground construction and similar work
- Survey showing locations and elevations of underground lines
- Invert elevations of drainage piping
- Surveys establishing building lines and levels
- Authorized measurements utilizing unit prices or allowances
- Records of plant treatment
- Ambient and substrate condition tests
- Certifications received in lieu of labels on bulk products
- Batch mixing and bulk delivery records
- Testing and qualification of tradespersons
- Documented qualification of installation firms
- Load and performance testing
- Inspections and certifications by governing authorities
- Leakage and water-penetration tests
- Fire resistance and flame spread test results
- Final inspection and correction procedures
- Final As-Built Construction Schedule

MAINTENANCE FORMS FOR MAJOR EQUIPMENT

See Section 01600 (Product Requirements)

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

RECORDING

Post changes and modifications to the Contract Documents as they occur. Do not wait until the end of the Project. City of Sausalito may periodically review Project Record Documents to assure compliance with this requirement.

SUBMITTAL

At completion of Project, deliver Project Record Documents to City of Sausalito.

Accompany submittal with transmittal letter containing:

- Date
- Project title and number
- Contractor's name and address
- Number and title of each Project Record Document
- Certification that each document as submitted is complete and accurate, and signature of Contractor or Contractor's authorized representative.

END OF SECTION