



CITY OF SAUSALITO

**NOTICE TO CONTRACTORS,
SPECIAL PROVISIONS,
CONTRACT AND PROPOSAL**

FOR

STRIPING MAINTENANCE

PROJECT

DECEMBER, 2012

**TODD TEACHOUT
CITY ENGINEER**

**CITY OF SAUSALITO
420 LITHO STREET
SAUSALITO, CALIFORNIA**

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STRIPING MAINTENANCE PROJECT

NOTICE TO BIDDERS

(Corrected)

NOTICE IS HEREBY GIVEN that the City of Sausalito will receive sealed bids for the performance of the Work shown and described in the Plans, Specifications and Contract Documents prepared for the above-designated project. Such sealed bids shall be received at the Office of the City Engineer of the City of Sausalito, 420 Litho Street, Sausalito, California 94965 until March 5, 2013, at 2:00 PM, which time they will be publicly opened and read. On a date to be determined later, such bids shall be tabulated and submitted to the City Council for consideration and action consistent with the provisions of Public Contract Code Division 2, Part 3, Chapter 1, Article 4.

GENERAL DESCRIPTION OF WORK: The project provides for striping and pavement delineation removal and placement as well as ancillary work on various streets in Sausalito as shown on the project plans.

BIDDERS' REQUIREMENTS: Each Bid shall be made in accordance with the Plans, Specifications and Contract Documents prepared therefore, available at the Office of the City Engineer where they may be examined and copies thereof be obtained at no cost for the first set. A non-refundable cost of twenty-five dollars (\$25.00) will be charged for each additional set of plans and specifications. Call (415) 289-4106 to check availability status. Digital copies of the plans and specifications will be available on the City website at <http://ci.sausalito.ca.us/business/cdd/engineer/index.htm>

Bids shall be submitted only upon proposal forms furnished by the City Engineer. The award of the Contract will be based on the responsible Bidder submitting the lowest qualified responsive Bid. The Bids will be opened by the City Engineer, or a designated representative, at the time and place above stated and a report will be made the City Council at a meeting of the Council following the date of opening of the bids.

Each Bid must be accompanied by a Proposal Guarantee in the form of a certified or cashier's check, currency or Bid Bond, equal to ten percent (10%) of the aggregate amount of the Bid. The check or Bond shall be made payable to the City of Sausalito. Any Bid not accompanied by a Bid Security may be rejected. Such amount accompanying the Bid shall be given as a guarantee that the Bidder will enter into the contract if awarded thereto and the Bidder will file the Contract Bonds and other requisite documents required within the specified time period in accordance with the Instruction to Bidders.

All Bids must be addressed to the City Engineer of the City of Sausalito and shall bear the title or name of the work to be constructed.

The City Council reserves the right to reject any and all Bids, and to waive any irregularity in any Bid received.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Sausalito address and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>.

Bids will only be accepted from a contractor who is licensed in accordance with the provisions of Chapter 9, Division III of the California Business and Professions Code (BPC). The license required to perform this project is a class A (GENERAL ENGINEERING) (BPC Subsection 7000 et seq; Subsection 7028.15; 7059.

The time for completion of the Striping Maintenance is twenty-five (25) Working Days after the start date noted on the NOTICE TO PROCEED. LIQUIDATED DAMAGES for completion after the date prescribed

for completion will be Three Hundred Fifty Dollars (\$350.00) per calendar day. Bidders should have fully inspected the project site in all particulars and become thoroughly familiar with the terms and conditions of the Contract Documents and local conditions affecting the performance and costs of the work prior to submitting a bid. Submission of a Bid by Bidder warrants that Bidder has visited the site of the Project and is thoroughly familiar with the work required of the Contract Documents.

BONDS: Upon award of the contract, the successful bidder shall furnish a bond for faithful performance in the amount of one hundred percent (100%) of the total bid; it shall also furnish a labor and material bond to secure the payment of all claims of labor and material in the amount of one hundred percent (100%) of the total bid (CC Section 3247). A warranty bond in an amount equal to twenty-five percent (25%) of the total bid shall be required and shall have a term for one year after the City formally accepts the work as complete. Such bonds shall be secured from a surety company satisfactory to the City of Sausalito. No bid or bid security may be withdrawn for 60 calendar days after the bids are opened.

Payment, Performance and Warranty Bonds are required to be filed and approved by the City Engineer before the Contractor begins the Work.

Securities eligible for substitution of Bonds shall be limited to those listed in Government Code Section 16430 or to bank or savings and loan certificates of deposit. Contractor shall be the beneficial owner of any securities so substituted for monies withheld and shall receive any interest or income thereon. Any escrow agreement entered into pursuant to this Section shall contain, as a minimum, the following provisions:

- a) The amount of securities to be deposited.
- b) The terms and conditions of conversion to cash in case of the default of the Contractor;
and
- c) The termination of the escrow upon completion of contract.

RETENTION: Contract amounts to be paid under this contract will be subject to a retention to ensure performance. Pursuant to and subject to the provisions of Public Contract Code (PCC) Subsection 22300, the Contractor shall be entitled to substitute securities for retained monies. The value of any securities so substituted shall be valued by the City's Finance Director, whose decision on the valuation of the securities shall be final.

By order of the City Engineer of the City of Sausalito, County of Marin, State of California.

Dated: January 24, 2013

CITY OF SAUSALITO

by: _____
Todd Teachout, City Engineer

(DO NOT DETACH)

PROPOSAL TO THE CITY OF SAUSALITO
COMMUNITY DEVELOPMENT DEPARTMENT

CONTRACT NO. - _____

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE () _____

FAX NO: AREA CODE () _____

CONTRACTOR LICENSE NO. _____

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated May, 2006, the Standard Specifications, dated May, 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The plans and special provisions for the work to be done were approved and are titled:

STRIPING MAINTENANCE PROJECT

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except if the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *CITY OF SAUSALITO* within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *CITY OF SAUSALITO* that the contract has been awarded, the *CITY OF SAUSALITO* may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the *CITY OF SAUSALITO*.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the *CITY OF SAUSALITO*, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

**CITY OF SAUSALITO
STRIPING MAINTENANCE PROJECT
CONTRACTOR'S BID**

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as *to the CITY OF SAUSALITO (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Project No. _____ in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party therein certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract within five (5) days of the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within fifty (50) consecutive working days. BIDDER further agrees to pay as liquidated damages, the sum of \$350.00 for each consecutive working day thereafter as provided in Section 5.06 of the standard specifications.

BIDDER acknowledges receipt of the following ADDENDUM:

BIDDER agrees to perform the work described in the CONTRACT DOCUMENTS for the unit prices or lump sum prices stated on the attached BID SCHEDULE.

Insert "a corporation" or "a partnership" or "an individual" as applicable.

NO.	ITEM	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
BASE BID					
1. <u>Construction Control</u>					
	a. Mobilization	1	LS	@	
	b. Traffic Control	1	LS	@	
SUBTOTAL - CONSTRUCTION CONTROL: \$					\$ _____
2. <u>STREETWORK IMPROVEMENT PROJECT –</u> <u>Furnish and Install the Following Items:</u>					
	a. Thermoplastic Pavement Markings	1	LS	@	
	b. Pavement Markers	1	LS	@	
SUBTOTAL - CONSTRUCTION CONTROL:					\$ _____
TOTAL - BASE BID:					\$ _____

Respectfully submitted (Please type or print):

Signature

Address

Title

Date

License Number (if applicable)

Telephone Number

SEAL – if BID is by a Corporation

attest

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," of the special provisions.

LIST OF SUBCONTRACTORS

Name and Address

**Description of Portion
of Work Subcontracted**

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____ , has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

TO THE CITY OF SAUSALITO
COMMUNITY DEVELOPMENT DEPARTMENT

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CONTRACTOR'S EXPERIENCE STATEMENT

The following outline is a record of the undersigned Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this Contract. Additional numbered pages outlining this portion of the bid may be attached. Include the name, address and phone number of the owner of each project listed and the name of the individual to contract.

DESIGNATION OF INSURANCE AGENT OR BROKER

It is proposed that the following insurance agent or broker will provide policies of insurance or insurance certificates as are required by the General Provisions.

Insurance Agent or Broker _____

Street _____

City, Zip _____

Telephone _____

STATEMENT OF BIDDER

Please state whether you, or any officer of yours, or any employee of yours who may have a proprietary interest in your bid, have ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of a violation of law or safety regulations.

YES _____ NO _____

If your answer is yes, explain the circumstances.

I declare under penalty of perjury that the foregoing information is true and correct.

Executed at _____ on _____
_____, 2012

CITY OF SAUSALITO
COMMUNITY DEVELOPMENT DEPARTMENT

BIDDER'S BOND

We, _____
_____ as Principal, and

_____ as Surety are bound unto the City of Sausalito, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20 ____ .

Principal

Surety
By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

On this _____ day of _____ in the year 20_____ before me _____, personally appeared _____, *Attorney-in-fact*, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the *attorney-in-fact* of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

**CITY OF SAUSALITO
PUBLIC WORKS DEPARTMENT**

SPECIAL PROVISIONS

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications dated May 2006, and the Standard Plans dated May 2006, of the State of California Department of Transportation insofar as the same may apply and in accordance with the following Special Provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

DEFINITIONS AND TERMS

As used herein, unless the context otherwise requires, the following terms have the following meaning:

DEPARTMENT OF TRANSPORTATION

City Council of the City of Sausalito, State of California.

DIRECTOR OF TRANSPORTATION

City Council of the City of Sausalito, State of California.

ENGINEER

The Director of Public Works of the City of Sausalito acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

LABORATORY

The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

CITY

The City of Sausalito.

STANDARD SPECIFICATIONS

The 2006 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.

STANDARD PLANS

Standard Plans shall mean the standard plans of the State of California, Business and Transportation Agency, Department of Transportation dated May 2006.

UNIFORM CONSTRUCTION STANDARDS

Uniform Construction Standards shall mean the Uniform Construction Standards approved and adopted by the Cities of Marin and County of Marin, in 2008.

CONTRACT DOCUMENTS

The work shall conform to the requirements of all the following contract documents:

Project Plans.

These specifications, including the Notice to Contractors

The Standard Specifications, insofar as they may apply.

The Standard Plans, insofar as they may apply.

The Uniform Construction Standards, insofar as they may apply.

The Proposal and the Contract (or Agreement).

The contract bond required herein.

Any supplemental agreements amending or extending the work.

Any working drawings, sketches, or instructions clarifying or enlarging upon the work specified herein.

Pertinent portions of any other documents included by reference thereto in these specifications, the Standard Specifications, or the Plans.

IN CASE OF CONFLICT BETWEEN THE STANDARD SPECIFICATIONS AND THESE FOLLOWING PROVISIONS, THESE PROVISIONS SHALL TAKE PRECEDENCE OVER AND BE USED IN LIEU OF SUCH CONFLICTING PORTIONS. IT IS THE INTENT OF THIS CONTRACT TO OBTAIN A FINISHED, WORKMANLIKE JOB, COMPLETE IN PLACE.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these Special Provisions for the requirements and conditions which he/she must observe in the preparation of the proposal form and the submission of the bid.

The last sentence in Section 21.01, "Contents of Proposal Forms," of the Standard Specifications are deleted.

After the fifth paragraph of Section 21.03, "Examination of Plans, Specifications, Contract, and Site of Work," the following is added:

When cross sections are included with the contract plans, it is expressly understood and agreed that said cross sections do not constitute part of the contract, do not necessarily represent actual site conditions or show location, character, dimensions and details of work to be performed, and are included in the plans only for the convenience of bidders and their use is subject to all the conditions and limitations set forth in Section 21.03.

When cross sections were not included in the plans, but are available, Bidders or Contractors may inspect such cross sections and obtain copies for their use, at their expense.

The first sentence of the second paragraph in Section 21.05, "Proposal Forms," of the Standard Specifications is amended to read:

The proposal form is bound together with the contract.

The last paragraph in Section 21.07, "Proposal Guaranty," of the Standard Specifications is amended to read:

The bidder's bond shall be issued to the "City of Sausalito," and in the usual form of the surety.

2-1.02 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

Each proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

A SHEET FOR LISTING THE SUBCONTRACTORS, AS REQUIRED HEREIN, IS INCLUDED IN THE PROPOSAL.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these Special Provisions. The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed, and shall be based on budget requirements. If awarded the contract shall be made to the lowest bidder based on the Base Bid Total.

Before the contract is awarded, the Director of Public Works may, at his discretion, require from the proposed Contractor further evidence of qualification, ability to perform, and financial responsibility; and the City Council may consider such evidence in making its decision on the award of the proposed contract.

3-1.02 BONDS

Contractor shall provide, at the time of the execution of the agreement or contract for the work, and at his/her own expense, a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of said agreement. Contractor shall also provide, at the time of the execution of the agreement or contract for the work, and at his/her own expense, a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said agreement. Sureties on each of said bonds shall be satisfactory to the City Attorney.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

4-1.01 General

Project involves the removal of Portland Cement Concrete Pavement, replacement with Asphalt Concrete Pavement, Open trench replacement of Sanitary Sewer, Slip line of Storm Drain, Open Trench replacement of Storm Drain, Wedge Grinding, Overlay of Asphalt Concrete Pavement, Overlay of Portland Cement Concrete Pavement, installation of a survey monument, installation of traffic signal detector loops, replacement of pavement delineation.

4-1.02 Changes

The Contractor is notified that the Engineer's authority for approving Change Orders is limited to \$15,000 per project. Amounts in excess of this limit will require approval by the Sausalito City Council with requisite time to schedule change order reviews and to process approvals.

Section 4-1.03B is revised to so that variance in contract quantities by **10 percent or less will** be paid for the quantity of work item performed at the contract unit price therefore, unless work is eligible to be adjusted pursuant to 4-1.03C, Changes in Character of Work. Work Quantities **more than 10 percent** In absence of an executed contract change order specifying the compensation to be paid, the compensation payable to the Contractor can be determined in accordance with Sections 4-1.03B(1), 4-1.03B(2) or 4-1.03(3), as the case may be up, to Change Order Project of \$15,000.

4-1.03 Beginning of Work, Time of Completion and Liquidated Damages

Attention is directed to provisions 8.103, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the State of California Standard Specifications and these special provisions.

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of Sausalito.

This work shall be diligently prosecuted to completion before the expiration of **25 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the City of Sausalito the sum of \$350 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

SECTION 5. GENERAL

5-1.01 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Administrative Code.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOVERNMENT CODE, Section 12990)

Your attention is called to the "Nondiscrimination Clause," set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

5-1.02 PUBLIC SAFETY

In addition to any other measures taken by the Contractor, pursuant to the provisions of Section 7-1.09, "Public Safety," of the Standard Specifications, the Contractor shall install temporary railing (Type K) between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

- 1. Excavation.** Any excavation the near edge of which is 12 feet or less from the edge of the lane, except:
 - (a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - (b) Excavations less than one foot deep.
 - (c) Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot in diameter.
 - (d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - (e) Excavations in side slopes, where the slope is steeper than 4:1.
 - (f) Excavations protected by existing barrier or railing.
- 2. Temporarily Unprotected Permanent Obstacles.** Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- 3. Storage Areas.** Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer. The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When work is not in progress on a trench or other excavation that required a lane closure, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

5-1.03 FORCE ACCOUNT PAYMENT

Attention is directed to Section 9-1.03A, "Work Performed by Contractors," of the Standard Specifications and these Special Provisions.

5-1.04 PAYMENT OF WITHHELD FUNDS

Attention is directed to Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications and these Special Provisions.

5-1.05 PAYMENTS

Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment after Acceptance," of the Standard Specifications and these Special Provisions.

No partial payments will be made for any materials on hand, which are furnished but not incorporated in the work.

5-1.06 HAZARDOUS WASTE IN EXCAVATION

If the Contractor encounters material in which he has reason to believe may be hazardous waste, as defined by Section 25117 of the Health and Safety Code, he shall immediately so notify the Engineer in writing. Excavation in the immediate area of the suspected hazardous material shall be suspended until the Engineer authorizes it to be resumed.

If such suspension delays the current controlling operation more than two (2) working days, the delay will be considered a right of way delay and the Contractor will be compensated for such delay as provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Department reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing hazardous material from such area.

5-1.07 SOUND CONTROL REQUIREMENTS

Sound Control shall conform to the provisions in Section 71.011, "Sound Control Requirements," of the Standard Specifications and these Special Provisions.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

5-1.08 WORKING HOURS

City inspection personnel will be available as required during normal **working hours from 8:00 a.m. to 5:00 p.m. on Monday thru Friday**. In the event that the Contractor wishes to schedule overtime work after 5:00 p.m. or before 7:00 p.m. on Monday thru Friday, he shall make arrangements with the City Engineer at least forty-eight (48) hours in advance of such overtime work. Work at any other time on Monday thru Friday or on Saturdays will not be allowed. In the event that the City Engineer is unable to schedule the necessary personnel the Contractor's request may be denied and no work shall be

performed outside of normal working hours unless the work is of an emergency nature. The Contractor shall compensate the City for work done by City personnel outside of normal working hours (8:00 a.m. to 5:00 p.m.) Compensation shall be actual cost plus 15% and shall be deducted from the total amount from various pay items and no additional compensation will be allowed.

5-1.09 WATER CONSERVATION

Attention is directed to the various sections of the Standard Specifications and these Special Provisions which require the use of water for the construction of this project. Attention is also directed to the provisions of Section 7, "Legal Relations and Responsibility," of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property and responsibility of damage.

Nothing in this section, "Water Conservation," shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these Special Provisions or relieving the Contractor from the legal responsibilities defined in said Section 7.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, "Dust Palliative," of the Standard Specifications shall be used to control dust on this project. Dust palliative ordered by the Engineer will be paid for as extra work in accordance with Section 4-1.03D of the Standard Specifications.

5-1.10 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," elsewhere in these Special Provisions.

A sheet for listing the subcontractors, as required by the Subletting and Subcontracting Fair Practices Act, is included in the proposal.

5-1.11 HIGHWAY CONSTRUCTION EQUIPMENT

Attention is directed to Sections 7-1.01D, "Vehicle Code," and 7-1.02, "Weight Limitations," of the Standard Specifications and these Special Provisions.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. Attention is directed to the statement in Section 591 that this section shall not relieve him or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment.

5-1.12 INDEMNITY AND INSURANCE REQUIREMENTS

Indemnity and Insurance Requirements

For the purpose of this Section "Indemnity and Insurance Requirements" and "City" shall mean the City of Sausalito, which is the public entity, awarding this contract by action of the City Council sitting as the governing body of such public entity.

1. **Indemnity.** Contractor shall effectively protect and guard City, its officers, agents and employees, from any liability as a consequence of any willful act, negligent act or non-negligent act or omission by the Contractor, and of the Contractor's employees or agents, or any subcontractor, and shall be responsible for any and all damage, injury, or death to persons, or damage to property. Contractor shall indemnify, defend and hold City from any and all claims, suits, actions, costs, and liability ensuing in connection with the performance of the contract, or failure to protect the safety of workers or the general public, regardless of the existence of or degree of fault or negligence on the part of the City or the Contractor, subcontractor, or any employee of any of these, other than the active negligence of the City, its officers, or employees.

In those instances where the City has obtained "Right of Entry" from private property owners upon whose property it will be necessary for the Contractor to enter to perform the work to be done under the contract, Contractor shall indemnify such property owners in the same manner as the City is indemnified.

2. **Insurance Requirements.** Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

Said policies shall be in effect until final acceptance by City and shall provide that they may not be canceled without first providing City with thirty (30) days written notice of such intended cancellation. If Contractor fails to maintain the insurance provided herein, City may secure such insurance and deduct that cost thereof from any funds owing to Contractor.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

- i. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01 or equivalent or "claims made" form CG 00 02 or equivalent) **NOTE: "claims made" coverage requires special approval and "modified occurrence" coverage is unacceptable.**
- ii. Insurance Service Office form number CA 00 01 (Ed. 01/87 or equivalent) covering Automobile Liability, Code 1 "any auto" with endorsement CA 00 29 (auto contractual).
- iii. Worker's Compensation insurance as required by the State of California and Employers Liability Insurance.

(b) Minimum Limits of Insurance. Contractor shall maintain limits of no less than:

- i. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- ii. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- iii. Employers' Liability: \$1,000,000 per accident for bodily injury or disease.

- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City of Sausalito. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees and volunteers, or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:
- i. The City of Sausalito, its officials, employees and volunteers are to be covered as insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (using either the County of Marin's prepared form or using ISO form CG 20 10 11 85 or equivalent).
 - Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees and volunteers or other insured under this contract.
 - ii. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees or volunteers. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
 - iii. The workers' compensation policy shall contain a waiver of subrogation in favor of the City.
 - iv. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days prior written notice (10 days for non-payment of premium) by certified mail, return receipt requested has been given to the City of Sausalito, (Attention) Department of Public Works, 420 Litho Street, CA 94965.
- (e) Rights of Entry. If applicable, all private property owners granting "Rights of Entry" for construction of the work shall be covered as insureds under the same coverage as provided the City as respects their ownership of the property and the work to be done thereon.
- (f) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Carriers not licensed in the State of California should have a current A.M. Best's rating of no less than A:VII.
- (g) Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County of Marin or on other than the County of Marin's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City **before work commences**. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications

at any time.

- (h) Subcontractors. Contractor shall require all its subcontractors to name contractor and City of Sausalito as additional insureds under its policies and contractor shall require all its subcontractors to furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5-1.13 ARCHAEOLOGICAL DISCOVERIES

All articles of archaeological interest which may be uncovered by the Contractor during the progress of the work shall be reported immediately to the Engineer. The further operations of the Contractor with respect to the find will be decided under the direction of the Engineer.

SECTION 6. (BLANK)

SECTION 7. CITY OF SAUSALITO SPECIAL PROVISIONS

7-1.01 ENGINEER'S ESTIMATE OF CONSTRUCTION COSTS

The Engineer's estimate of construction costs for this project is \$ 35,000 (total).

7-2.01 TERMINATION OF CONTRACT

The City reserves the right to terminate the contract at any time upon a determination by the City Engineer that termination of the contract is in the best interests of the City.

If the City Engineer elects to terminate the contract, the termination of the contract and the compensation payable to the Contractor shall be governed by Section 8-1.11, paragraphs A through D, of the State of California Standard Specifications.

7-3.01 GENERAL

LOCATION OF PROJECT. The Project is located in the City of Sausalito, and includes various City Streets shown on the plans for striping improvements.

SCOPE OF WORK. The Project includes installation of pavement markers and striping and removal of pavement markers and striping .

LIMITS OF WORK. The approved working limits are shown on the project drawings.

SUBMITTALS. The Contractor shall submit a minimum of six (6) copies of all submittals including, but not limited to, shop drawings, schedules and reports, product data, manufacturer's instructions, design calculations, design drawings and other material required in the Contract Documents. Two (2) copies of each submittal will be returned to the Contractor within seven (7) calendar days from receipt by the Engineer. In addition to the submittals required in the Specifications or in specific work sections of the City special provisions, the Contractor shall submit the following:

1. **Construction Schedule.** A proposed construction schedule shall be submitted at the preconstruction meeting. The schedule shall be updated, and submitted at the weekly construction meetings. Schedule may be CPM, or a Bar Chart Schedule, but must include all major work items and show all interrelationships.

2. Schedule of Submittals. A schedule of all submittals shall be submitted at the pre construction meeting.
3. A traffic control plan will be submitted to the Engineer at the pre construction conference .This plan will explain how the Contractor will control the traffic during the life of the project. In this plan Contractor will identify how the conduct of the will take place with minimum impact to the tenants at the Project Site.

RESPONSIBILITIES TO THE PUBLIC

No street may be completely closed to through traffic at any time unless permitted in writing by the Engineer. The Contractor shall post warning signs near each end of work limits as detailed in traffic control plan approved by the Engineer and as otherwise directed by the Engineer.

Traffic control and construction warning devices shall be provided in conformance with the latest edition of the CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PART 6, TEMPORARY TRAFFIC CONTROL, a copy of which shall be on the site at all times during work periods.

PROTECTION OF EXISTING FACILITIES. The Contractor shall protect in place all existing facilities within the limits of work that are not a part of the project. All damaged facilities shall be repaired or replaced as directed by the Engineer. All costs associated with protecting, repairing and/or replacing these facilities shall be the sole responsibility of the Contractor.

PRIORITY OF PROJECT DOCUMENTS. The contract documents for this project are listed below and if there is a conflict between contract documents, the document first in order shall control. The precedence shall be as follows:

These specifications, including the Notice to Contractors.

Project Plans.

The Standard Specifications, insofar as they may apply.

The Standard Plans, insofar as they may apply.

The Uniform Construction Standards, insofar as they may apply.

The Proposal and the Contract (or Agreement).

The contract bond required herein.

Any supplemental agreements amending or extending the work.

Any working drawings, sketches, or instructions clarifying or enlarging upon the work specified herein.

Pertinent portions of any other documents included by reference thereto in these specifications, the Standard Specifications, or the Plans.

PROJECT MEETINGS. In order to effectively manage the construction process, the City requires that certain meetings be held during the course of the Work at which time all members of the building team are expected to attend.

As soon as the City has obtained the Contractor's executed bonds and certificate of insurance, a pre-construction meeting will be held. At that time, representatives of the City, the Contractor, and the Design Professional will discuss in detail certain procedural aspects of the Work, including:

1. Administrative procedures for transmittals, approvals, change orders and similar items;
2. Review of the method of application for payment, progress payments, retention, and final payment;
3. Review of the Contractor's construction schedule, list of proposed subcontractors, and the schedule of values.

Not less than once every two (2) weeks during the course of work on the Project, the Contractor's superintendent, the Design Professional's project manager, and representatives from the City shall meet to discuss the progress of the Work in general. At that time, any adjustment to the progress schedule will be transmitted to the City, together with an explanation of the time saved or lost.

In addition to the meetings described above, the City reserves the right to call meetings spontaneously when it believes necessary in order to effectively manage work on the Project, to prevent misunderstandings, or to disseminate information.

PROJECT RECORD DOCUMENTS. Project record documents are the City's construction documents for the Project which have been modified by the City to show the actual conditions of in-place construction installed by the Contractor as accurately as possible. They include:

1. Drawings marked where required to show changes in dimension or configuration between the original design and final construction;
2. Specifications, marked to indicate changes of materials, products, or methods of installation;
3. Modifications to Drawings or Specifications issued during the course of construction (including addenda, change orders, or clarifications issued by the Design Professional or his consultants);
4. Approved shop drawings and product data;
5. Field test records and reports.

Contractor shall note clarifications/deviations/changes in the Project Plans as the work progresses. City shall cause to have prepared record documents as the work progresses. Contractor shall not conceal in-place construction until field verifications are made for record purposes.

Locate internal utilities and concealed in the construction, referenced to visible and accessible features of the structure. Note field changes of dimension and detail, and changes made by change order. Sketch details not on the original Drawings.

Contractor shall inform City of details. For Specifications and Addenda, Contractor shall legibly mark each Section to record the manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed. Note changes made by Change Order.

Contractor shall submit not less than two sets of project plan mark-ups to the City at the end of the Work, before final payment is made, to allow City to prepare record documents.

CONTRACTOR'S LICENSE REQUIREMENTS. Contractor's License Classification – In accordance with the provisions of California Public Contract Code Section 3300, the Owner has determined that the Contractor shall possess a valid Class A Contractor License at the time that the contract is awarded. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award of the contract to any bidder not possessing said license at the time of award.

NOTIFICATION OF UTILITIES. Before commencing any work under this contract, the Contractor shall notify the Underground Service Alert (USA) at 800 227-2600 a minimum of 72 hours prior to excavation activities.

LICENSE, FEES AND PERMITS. Award and execution of Contract is a grant of Encroachment Permit and waiver of Encroachment Permit Fee.

Contractor shall request from utilities companies and Owner will pay for all required licenses, charges, fees, inspection fees and permits necessary to obtain permanent utility connection and services. Such include but are not limited to:

Pacific Gas and Electric Company
AT&T (Telephone)
Marin Municipal Water District
Comcast (Cable TV)
City of Sausalito Sanitary Sewer

CONSTRUCTION STAKING. Construction staking and marking will be incidental to the job and no extra payment shall be made thereof. Contractor shall inform the Engineer in case he/she finds discrepancy between the condition shown on the plans and the existing condition of the project. Engineer will investigate make necessary change(s) within 48 hours and inform the Contractor to make the corrections.

CONSTRUCTION HOURS. See 5-1.08

MEASUREMENT AND PAYMENT. All work performed under this "General" section shall be considered as included in the various Bid Items and shall include all costs associated with labor, equipment, *materials* and expenses required to complete the work, and no additional payment will be made therefor.

7-5.01 MOBILIZATION

GENERAL. This work shall conform to the requirements of Section 11, "Mobilization" of the State of California Standard Specifications and shall consist of preparatory work and operation, including, but not limited to, those necessary for the movement of personnel, equipment supplies, and incidentals to the project site for the establishment of facilities necessary for work on the project and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

A Sausalito Business License shall be secured prior to mobilization. Information about Business Licenses may be found on the Sausalito Web Site: <http://www.ci.sausalito.ca.us/Index.aspx?page=127>

SCOPE OF WORK. Mobilization shall consist of all work in mobilizing the Contractor's equipment, furnishing required submittals and installing temporary fencing.

STAGING AREA. The Contractor shall obtain permission from the Engineer to use any portion of the public right-of-way for a staging area. Note that City cannot grant permission to use of Hwy 101 right-of-way.

MEASUREMENT AND PAYMENT. The lump sum price paid for "Mobilization" shall include full compensation for furnishing all personnel, equipment, and supplies and no additional payment will be made therefor.

7-6.01 DEMOLITION

GENERAL: Contractor to perform demolition, removal, and legal disposal of materials as required to complete the striping project indicated in the design plans

Restoration of existing structures and facilities to remain in place which are damaged by demolition and removal operations.

PERMITS: Obtain all special permits and licenses and give all notices required for performance and completion of the demolition and removal work, hauling, and disposal of debris.

Protect utilities, pavements, and facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by demolition operations.

Do not disconnect or shut down any part of the existing utilities and services, except by permission of authorities having jurisdiction. Submit schedule of estimated shut-down time in order to obtain such permission, and notify all interested parties, neighbors, utilities, and municipal and county authorities, as required.

Noise and Dust Abatement: Comply with requirements specified in Section 01 50 00 - Temporary Facilities and Controls. In addition, provide continuous noise and dust abatement as required to prevent disturbance and nuisance to the public and workers and to the occupants of adjacent premises and surrounding areas. Dampen or cover areas affected by demolition operations as necessary to prevent dust nuisance.

The Contract Drawings and related documents may not represent all surface conditions at the site and adjoining areas. The known surface conditions are as indicated, and shall be compared with actual conditions before commencement of work.

If existing active services encountered are not indicated or otherwise made known to the Contractor and interfere with the permanent facilities under construction, notify the Engineer in writing, requesting instructions on their disposition. Take immediate steps to ensure that the service provided is not interrupted, and do not proceed with the work until written instructions are received from the Engineer.

MATERIALS, EQUIPMENT, AND FACILITIES: Furnish all materials, tools, equipment, devices, appurtenances, facilities, and services as required for performing the demolition and removal work.

DEMOLITION: Perform demolition with small tools as much as possible.

RESTORATION OF EXISTING STRUCTURES AND FACILITIES: All damage to existing structures and facilities, including utilities, which are to remain in place, shall be repaired to a condition equal to that existing prior to the beginning of demolition and removal operations. The cost of repairing existing structures and facilities damaged by the Contractor's operations shall be at the Contractor's expense.

CLEANUP: Provide a clean and orderly site.

MEASUREMENT AND PAYMENT. The price paid for demolition shall be considered as included in the various Bid Items and shall include furnishing all labor, materials and equipment necessary to perform the removal and other miscellaneous items to complete the work as shown on the plans and specified herein.

7-7.01 TRAFFIC CONTROL

GENERAL. Contractor shall provide traffic control within the construction area in accordance with these city special provisions.

The Contractor shall refer to the current "CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PART 6 TEMPORARY TRAFFIC CONTROL and other relevant traffic control guidance documents, issued by the California Department of Transportation, and shall furnish, maintain and remove temporary traffic stripes and legend, traffic control signs, lights, flares, barricades and other warning devices, and furnish competent flag persons and guards at his expense when necessary for public safety.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time including any section closed to public traffic. When entering or leaving roadways carrying public traffic, the Contractor's equipment whether empty or loaded, shall in all cases yield to public traffic.

The use of fluorescent traffic cones to direct traffic away from excavations shall be considered as lane closure. No excavation shall remain open longer than is necessary to perform the work as determined by the Engineer. Construction of street improvements and structures, and conduit installation shall follow immediately after excavation and shall be performed in a continuous operation during each working day.

All excess and unsuitable material resulting from the Contractor's operations shall be removed as it develops and before the end of each day.

No material or equipment shall be stored where it will interfere with the free and safe passage of the public. At the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for public use. During the pre construction conference Contractor shall present the traffic control plan. In this plan Contractor shows the gates and entrances that will be used to receive the construction material or dispose of debris and hazardous material.

Construction is within the City-owned right of way and provisions shall be made for the safe passage of vehicular and pedestrians traffic around the area of the work at all the times. Every effort shall be made by the Contractor to permit access into private driveways immediately after paving operation. Local and emergency traffic shall be given full access to their destination through the project area.

The Contractor shall be responsible for keeping the local Police and local Fire Department informed of any obstructions to either public or private roads caused by his/her operation. The Contractor shall Post " No Parking, Tow – Away " Signs on the Barricades along the streets to be resurfaced at least 72 hours prior to resurfacing. Should the resurfacing work not occur on the specified date, a new notice shall be distributed by the Contractor.

Traffic lane closures shall be as directed by the Engineer, and under no circumstances shall the Contractor close off a street for any period of time without prior approval from the Engineer. The maximum traffic delay duration is 10 minutes for daytime work.

When construction operations are not actively in progress, not less than two such lanes shall be opened to public traffic. The full width on the traveled way shall be opened for use by public traffic on Saturdays, Sundays, designated City holidays, after 3:00 p.m. on Fridays, the day preceding designated legal holidays, and when construction operations are not actively in progress.

The Contractor shall furnish, install, maintain and remove at his/her expense all barricades, signs, lights, or other devices necessary to adequately warn any obstruction to the vehicular pedestrian travel way. Flagmen shall be provided as necessary for the safety of pedestrians and vehicular traffic, and to provide access to the properties adjacent to the work.

At the end of each work day, the Contractor shall remove all the components of traffic control system, except portable delineators placed along a pavement elevation differential, or as required by the Engineer.

Before Obstructing any private driveway entrance or City street with equipment or other barriers, for any prolonged period of time, the Contractor shall notify the known users of the respective thoroughfare(s) involved and shall provide access for pedestrian to and from the street.

The fact that rain or other causes may force suspension or delay of the work shall not relieve the Contractor of his/her responsibility for maintaining traffic around the project and providing access as specified herein. The Contractor shall at all times keep on the job such materials and equipment as may be necessary to keep streets and driveways within the project area open to traffic and in good repair.

Should the Contractor fail, in the opinion of the Engineer, to provide all materials, work force and equipment necessary to maintain traffic around the work area as set forth herein, the City may take necessary steps to suspend the contract. The City may then, upon such suspension, cause such work to be done as may be necessary to maintain traffic, and charge same against the Contractor Sureties.

The provisions in this section may be modified or altered if, in the opinion of the Engineer, public traffic will be better served and work expedited. Said modifications or alteration shall not be adopted until approved in writing by the Engineer.

MEASUREMENT AND PAYMENT. The contract lump sum price paid for traffic control shall include full compensation for furnishing all labor (including flagman cost), Materials, (including Construction area and No Parking signs), tools equipment, barricades and incidentals, and for doing all the work involved in installing, maintaining, relocating, and removing the components of Traffic control system throughout the life of the project (including Saturdays, Sundays, and holidays), as specified in the State Standard Specifications, and these city special provisions and as directed by the Engineer, and no additional compensation will be allowed.

7-15.01 THERMOPLASTIC PAVEMENT MARKING

Thermoplastic traffic stripes (traffic lines) and pavement markings shall conform to the provisions in Sections 84-1, "General," and 84-2, "Thermoplastic Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.070-inch for application on fine graded surface and 0.080-inch for application on open graded surface.

The State Specification No. for glass beads in Section 84-2.02, "Materials," of the Standard Specifications, is amended to read "8010-21C-22 (Type II)."

Thermoplastic traffic stripes will be measured by the linear foot along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A double traffic stripe, consisting of two 4-inch wide yellow stripes, will be measured as 2 traffic stripes.

All layout, spotting, or cat tracking shall be performed by the Contractor and approved by the Engineer prior to placement of thermoplastic markings.

MEASUREMENT AND PAYMENT. The lump sum price paid for thermoplastic traffic stripes thermoplastic pavement markings shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying thermoplastic traffic stripes and pavement markings, complete in place, including establishing alignment for stripes, and layout work, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

7-16.01 PAVEMENT MARKERS

The Contractor shall install pavement markers (buttons), both reflective and nonreflective, as shown on the plans, as specified in the State Standard Plans, and as directed by the Engineer. The pavement markers shall conform to the shape, dimensions and tolerances specified in the Standard Specifications.

The pavement markers shall be stored indoors and shall be protected from any source of moisture both during shipment to the job site and at the job site. All layout, spotting, or cat tracking shall be performed by the Contractor and approved by the Engineer prior to placement of any permanent pavement markers.

Before obliterating any pavement delineation that is to be replaced on the same alignment, the Contractor shall reference the existing pavement delineation with sufficient control points to reestablish the alignment with the new pavement delineation.

The Contractor shall remove and dispose of all existing pavement markers as required by the plans and as directed by the Engineer. The method of pavement marker removal shall be approved by the Engineer and performed in such a manner as to leave the existing pavement undamaged. Should the

removal process leave a divot of more than 1/4 inch deep, each divot shall be repaired with an approved bituminous adhesive.

Reflectorized temporary raised pavement markers (yellow to delineate opposing traffic and white for lane separation), shall be placed on the roadway surface where pavement markers currently exist. Spacing of the temporary raised pavement markers shall be at approximately 25 foot intervals or as directed by the Engineer. The pavement markers shall be cemented to the pavement with Rapid Set Type adhesive conforming to the provisions of the Standard Specifications. The portion of the street surface which will receive the pavement markers shall be free of dirt, oil, moisture, or any other material which would adversely affect the bonding of the adhesive.

The adhesive shall be placed uniformly on the cleaned pavement surface or on the bottom of the marker in a quantity sufficient to result in complete coverage of the area of contact of the marker with no voids present and with a slight excess after the marker has been pressed in place. Excess adhesive around the edge of the marker, excess adhesive on the pavement, and adhesive on the exposed surfaces of the markers shall be immediately removed. The marker shall be protected against impact until the adhesive has hardened.

Where plan requires new delineation to be in different location than existing, layout, spotting, or cat tracking shall be performed by the Contractor and approved by the Engineer prior to placement of pavement markers.

Pavement Marker Application

Standard Details - Markers shall be placed according to the State Traffic Manual details, except as modified by the project plans or the Engineer. Additional work under this bid item may include replacement of broken or missing reflectors on other streets.

Fire Hydrants – If missing or broken, Contractor shall install a blue reflector in the center of the traffic lane adjacent to each fire hydrant on all streets indicated for striping improvements. It is Contractor's responsibility to locate each fire hydrant.

Control of the Work

Preparation - Surfaces which are to receive markers shall be thoroughly clean, free from loose materials and dry, and such areas shall be thus prepared by the Contractor to the satisfaction of and with methods approved by the Engineer. Pavement markers shall not be placed when the pavement or air temperature is 50 F or less.

Corrective Work - Any damage to the newly placed stripe, marking or marker due to the failure of the Contractor to protect his work and correction of errors shall be repaired by him at no additional cost.

MEASUREMENT AND PAYMENT. The Contract lump sum price paid for the installation of both the Reflective and Non-Reflective pavement markers (buttons), regardless of color or type, shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals, for doing all the work required to install the pavement markers, including the placement of temporary raised pavement markers, removal, repair and resurfacing existing pavement markers, and disposing of original and temporary pavement markers, complete in place, as shown on the plans, as specified in the Standard Specifications, these city special provisions, and directed by the Engineer, and no additional compensation will be allowed.

SECTION 8. (BLANK)

SECTION 9. (BLANK)

SECTION 10. (BLANK)

SECTION 11. (BLANK)

SECTION 12. (BLANK)

SECTION 13. (BLANK)

SECTION 14. (BLANK)

SECTION 15. (BLANK)

APPLICABLE STANDARD

PLANS AND DETAILS

LIMITED UCS STANDARD

**REFER TO UNIFORM CONSTRUCTION STANDARDS,
FOR REMAINDER OF STANDARDS,
COUNTY OF MARIN,
MAY 2008**

AGREEMENT

AGREEMENT FOR THE CONSTRUCTION OF Striping Maintenance Project

THIS AGREEMENT, made and concluded, in triplicate, this ____ day of _____, 20____, between the CITY OF SAUSALITO ("City") and _____ ("Contractor").

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

WITNESSETH:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, and under the conditions expressed in the two bonds, bearing even date with these presents, Contractor shall at his/her own proper cost and expense, to do all the Work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: Striping Maintenance Project in strict conformity with the Contract Documents prepared therefore, which said Contract Documents are hereby specially referred to and by said reference made a part hereof.
2. Contractor hereby agrees to complete the Work in its entirety in accordance with the Contract Documents for the sum of _____ (the "Contract Sum") computed in accordance with Contractor's accepted proposal dated _____, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. Compensation shall be based upon any lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents and the Technical Specifications in legally executed and regularly issued warrants of the City, drawn on the appropriate fund or funds as required by law and order of the City.
3. City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.
4. The Contractor and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:
 - (a) The Contractor shall comply with all applicable provisions of Sections 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the City, forfeit the sum of twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.
 - (b) Pursuant to the provision of California Labor Code, Section 1770 et seq., the Contractor and any subcontractor under him shall pay not less than the prevailing rate of per diem

wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the City, which copies shall be made available to any interested party on request. The Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

- (c) As required by Section 1773.1 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- (d) To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and subsistence payments whenever filed thirty (30) days prior to the call for bids.
- (e) The Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the City, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the Contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. Contractor is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and Contractor and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- (f) As required under the provisions of Section 1776 of the California Labor Code, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available for inspection or furnished upon request to the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph 4(e) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity

through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within ten (10) days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated. The Contractor shall inform the City of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address. The Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the City, forfeit \$25.00 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

- (g) The Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this Contract rests with the Contractor. Pursuant to California Labor Code Section 1777.7, in the event the Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, the Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.
- (h) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. If the Contractor, in the sole discretion of the City satisfies the City of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

The Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's Liability limits of \$1,000,000 per accident before commencing the performance of the Work of this Contract. Contractor and its subcontractors shall comply with the provisions of Section 3700 of the Labor Code,

including Longshoremen's and Harbor Workers' Compensation and Jones Act coverages, if applicable, before commencing the performance of the work of this contract.

Contractor shall not commence work until the Contractor submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor in signing this agreement certifies to the City as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the Contractor and submitted to the Construction Manager for the City's review and records.

- (i) In accordance with the provisions of Section 1727 of the California Labor Code, the City, before making payment to the Contractor of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the Contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the City.

- 5. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement and the bid proposal of Contractor, then this Agreement shall control, and nothing herein contained shall be considered as an acceptance of the terms of Contractor's proposal conflicting herewith.
- 6. The Contractor agrees to provide and maintain insurance coverage, and to indemnify and save harmless the parties named and in the manner set forth in Section 5-1.12, **INDEMNITY AND INSURANCE REQUIREMENTS**, of the Special Provisions of the Specifications.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include a duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

- 7. The Contractor shall diligently prosecute the Work so that it shall be substantially completed within the time specified in Section 4-1.03, **BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**.
- 8. Except as otherwise may be provided herein, Contractor hereby expressly guarantees for one (1) full year from the date of the Substantial Completion of the Work under this Agreement and acceptance thereof by the City, to repair or replace any part of the Work performed hereunder which constitutes a defect resulting from the use of inferior or defective materials, equipment or workmanship. If, within said period, any repairs or replacements in connection with the Work are, in the opinion of the City, rendered necessary as the result of the use of inferior or defective materials, equipment or workmanship, Contractor agrees, upon receipt of notice from the City, and without expense to the City, to promptly, and in no event more than ten (10) days, after receipt of written notice from City repair or replace such material or workmanship and/or correct any and all defects therein. If Contractor, after such notice, fails to proceed promptly to comply with the terms of this guarantee, the City may perform the work necessary to effectuate such correction and recover the cost thereof from the Contractor or its sureties.

In special circumstances where a particular item of work or equipment is placed in continuous service before substantial completion of the Work, the correction period for that item may start to run from an earlier date. This date shall be agreed upon by the Contractor and the City on or before the item is placed in continuous service.

Any and all other special guarantees which may be applicable to definite parts of the Work under this Agreement shall be considered as an additional guarantee and shall not reduce or limit the guarantee as provided by Contractor pursuant to this paragraph during the first year of the life of such guarantee.

9. The Contractor shall provide, on the execution of this Agreement, a good and sufficient corporate surety bond for **PERFORMANCE** in the penal sum of one hundred percent (100%) of amount bid, which bond shall be on the form provided by the City, and be conditioned upon the faithful performance of all Work required to be performed by the Contractor under this Agreement. Said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. The surety bond shall be issued by a corporate surety authorized to conduct business in California. At its discretion, the City may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the City. At its discretion, the City may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.
10. In addition to the bond required under Paragraph 9, hereof, Contractor shall furnish a good and sufficient corporate surety bond for **PAYMENT** in the penal sum of one hundred percent (100%) of amount of bid, which bond shall be on the form provided by the City in, and conform strictly with the provisions of Chapter 7, Title 15, Part 4, Division 3, of the Civil Code of the State of California, and all amendments thereto. The corporate surety bond shall be issued by a corporate surety authorized to conduct business in California. At its discretion, the City may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the City. At its discretion, the City may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.
11. The Contractor may substitute securities for the amounts retained by the City to ensure performance of the Work in accordance with the provisions of Section 22300 of the Public Contract Code.
12. The Contractor shall be provided the reasonable period of time, **not to exceed 30 calendar days prior to issuance of notice to proceed and not to exceed 10 working days after issuance of notice to proceed** for submission of data substantiating a request for a substitution of an "or equal" item.
13. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches five feet or more in depth, the Contractor shall submit in advance of excavations, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the City, the Design Consultant, Construction Manager nor any of their agents, consultants, or employees.

The City's review of the Contractor's excavation plan is only for general conformance to the California Construction Safety Orders.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the competent person(s) with the authority and responsibilities designated in the Construction Safety Orders.

14. In accordance with Section 7104 of the Public Contract Code, whenever any work involves digging trenches or other excavations that extend deeper than four feet below the surface, the provisions of Section 00700-7.02, **DIFFERING SITE CONDITIONS**, shall apply.
15. In accordance with Section 7103.5 of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City 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. Section 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, materials or services pursuant to this Contract or the subcontract. Such assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.
16. In accordance with Section 4552 of the Government Code, the Contractor shall conform to the following requirements. In submitting a Bid to the City, the Contractor offers and agrees that if the Bid is accepted, it will assign to the City 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. Section 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 purchase of goods, materials, or services by the Contractor for sale to the City pursuant to the Bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Contractor.
17. Pursuant to Public Contract Code Section 7100, the acceptance by the Contractor of an undisputed payment made under the terms of the Contract shall operate as, and shall be, a release to the City, and their duly authorized agents, from all claim of and/or liability to the Contractor arising by virtue of the Contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.
18. In accordance with California Business and Professions Code Section 7030, the Contractor is required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.
19. The acceptance of each payment made to Contractor under this Agreement shall constitute a warranty that all subcontractors, laborers and material suppliers on the Project have been paid for all work, material, labor provisions, provender, equipment, or other supplies and efforts made toward the construction of improvements.
20. **INDEMNIFICATION.** Contractor shall indemnify, defend with counsel acceptable to Owner, and hold harmless to the full extent permitted by law, the City and its officers, officials, employees, agents and volunteers, Construction Manager, Design Consultant and all of their respective agents and employees; (collectively "the Indemnified Parties") in accordance with the requirements of Section 5-1.12, **INDEMNITY AND INSURANCE REQUIREMENTS**.

21. **SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise enforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. **LICENSE.** Contractor's attention is directed to Business and Professions Code Sections 7000 et seq. concerning the licensing of contractors. At the time Contractor enters into this Contract and all times Contractor is performing the Work, Contractor shall have a valid license issued by the Contractors State License Board in the classification stated in the Special Provisions. All bidders and subcontractors shall be licensed in accordance with the laws of this State and any contractor or subcontractor not so licensed is subject to penalties imposed by such laws.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 20_____.

CONTRACTOR

By: _____
Title: _____

THE CITY OF SAUSALITO

By: _____
Adam W. Politzer, City Manager
City of Sausalito, California

APPROVED AS TO FORM:

By: _____
Mary Anne Wagner, Esq.
City Attorney

WORKMEN'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Date: _____

Contractor

By: _____
Signature

Title

Attest: _____
Signature

Title

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City Council of the City of Sausalito, County of Marin, State of California, has awarded to

(hereinafter designated as "Principal")

a contract for— **STRIPING MAINTENANCE PROJECT**, and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW, THEREFORE, we, the Principal and _____ Surety,
are held and firmly bound unto the City of Sausalito (hereinafter called "City"), in the penal sum of
_____ (\$ _____) lawful money of the United States,
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, and successors jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save according to their true intent and meaning, and shall indemnify and save harmless City, its officers, representatives, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alternation, or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by City and judgment is recovered, Surety shall pay all costs incurred by City in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named on the _____ day of _____, 20_____.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address

NOTE: Signature of those executing for Surety must be properly acknowledged.

PAYMENT BOND FOR PUBLIC WORKS

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City Council of the City of Sausalito, County of Marin, State of California, and

(hereinafter designated as "Principal")

have entered into an agreement for the furnishing of all materials, labor, services, and transportation necessary, convenient, and proper to implement:

STRIPING MAINTENANCE PROJECT

which said Agreement dated _____, 20_____, and all of the Contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part thereof; and

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City of Sausalito (hereinafter called "City"), in the penal sum of _____ Dollars(\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns 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 by any such claimant, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration, or modification in, to, or any contract, plans, specification, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining to or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described nor by any rescission or attempted rescission of the contract, agreement, or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right or recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification herein mentioned.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named on the _____ day of _____, 20_____.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address

NOTE: Signature of those executing for Surety must be properly acknowledged.

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City Council of the City of Sausalito, County of Marin, State of California, has awarded to:

(hereinafter designated as "Principal")

a contract for **-STRIPING MAINTENANCE PROJECT**, and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the guarantee of materials used and workmanship performed for a period of one (1) year after the recordation of the "Notice of Completion":

NOW, THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City of Sausalito (hereinafter called "City"), in the penal sum of _____ Dollars(\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal, his or its heirs, executors, administrators, successors or assigns shall for a period of one year from the date of recordation of the "Notice of Completion" repair or replace, at the discretion of the City, any and all defective or deficient materials or workmanship used, supplied, or provided by Principal in performance of said contract, and otherwise well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements as to any all guarantees and warranties required by said contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or of the Work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named on the _____ day of _____, 20_____.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address

NOTE: Signature of those executing for Surety must be properly acknowledged.

Contract No. _____
Escrow Agreement No. _____

**ESCROW AGREEMENT: SUBSTITUTION OF SECURITIES
PROGRESS PAYMENTS UNDER PUBLIC WORKS CONTRACTS
(Gov. Code Sec. 4590)**

The parties to this Agreement are: The City of Sausalito, County of Marin ("CITY" herein); and:

(name of contractor)

name of bank)

RECITALS

CITY and CONTRACTOR have entered into a contract for the construction

of _____ Contract No. _____

This agreement is made pursuant to the authority of Government Code Section 4590; its purpose is to provide for the release to CONTRACTOR of sums which CITY otherwise would be required to withhold from progress payment to CONTRACTOR. This agreement shall be effective as the date of execution by the parties shown on Page 5.

In consideration of their mutual promises the parties hereto agree as follows:

CONTRACTOR agrees:

1. CONTRACTOR shall deliver initially to ESCROW AGENT, in accordance with the provisions of Government Code Section 4590, either or both of the following forms of security in the combined amount of not less than: \$ _____. If less than 5% of the total contract amount, CONTRACTOR shall deposit such additional securities as may be required in amounts sufficient to comply with paragraphs 3 and 4 of Section I below.
 - (a) securities listed under Government Code Section 16430;
 - (b) certificates of deposit issued by banks authorized to transact business in California which are members of the Federal Deposit Insurance Corporation, or by savings and loan associations authorized to transact business in California which are members of the Federal Savings and Loan Insurance Corporation. Non-negotiable certificates of deposit shall be payable to the order of _____
(name of escrow agent)
as Trustee under their Escrow Agreement number _____.
2. Any certificates of deposit delivered by CONTRACTOR to ESCROW AGENT, hereunder, shall be accompanied by evidence satisfactory to ESCROW AGENT that the issuing bank or savings and loan company will honor any request for redemption prior to maturity and that payment will be made to ESCROW AGENT without any rights of third parties being permitted to intervene.
3. CONTRACTOR shall maintain on deposit at all times prior to termination of escrow created by this agreement securities as specified in Section I Paragraph (b), above; or a combination of such securities and certificates of deposit having a market value of not less than the amount to be paid to CONTRACTOR under the terms of this agreement.

4. Upon demand of ESCROW AGENT, CONTRACTOR shall deposit with ESCROW AGENT additional securities as defined in Section I, Paragraphs 1 (a) and 1 (b), above, necessary to maintain said deposit as specified above.
5. CONTRACTOR shall pay all charges made by ESCROW AGENT for services rendered by it as such ESCROW AGENT, including but not limited to service fees and out-of-pocket expenses.
6. CONTRACTOR shall pay any escrow charges made by CITY for escrow services performed by CITY.
7. CONTRACTOR shall deposit with ESCROW AGENT such properly executed documents as, in the opinion of ESCROW AGENT, are necessary to enable ESCROW AGENT to sell deposited securities or to redeem certificates of deposit.
8. CONTRACTOR shall pay any and all costs incurred by CITY or ESCROW AGENT, including but not limited to reasonable attorney's fees, in any legal proceedings in any way arising out of or related to this escrow, including but not limited to legal proceedings challenging the right of CITY or ESCROW AGENT to possess or dispose of said securities.
9. CONTRACTOR agrees that CITY may direct ESCROW AGENT to sell securities or redeem certificates of deposit deposited with ESCROW AGENT under the terms of this CONTRACTOR'S default or failure to perform pursuant to the terms of the construction contract.

CITY agrees:

1. CITY shall pay to ESCROW AGENT, in accordance with established CITY procedures, funds which otherwise would be withheld from progress payments pursuant to the requirements of law and in accordance with the contract documents upon receipt of notice from ESCROW AGENT that the following are on deposit with ESCROW AGENT:
 - (a) securities in the form and amount specified in Section I, Paragraph 1, hereof;
 - (b) documents necessary to enable ESCROW AGENT to sell or redeem the deposited securities.
2. CITY shall be obligated to make such payments only if ESCROW AGENT holds securities deposited under the provisions of Section I, Paragraph 1, having a market value of not less than the total amount otherwise normally withheld from the progress payments to be paid to CONTRACTOR under this agreement.

ESCROW AGENT agrees:

1. ESCROW AGENT shall hold the securities or certificates of deposit in trust for the benefit of CITY until such time as the escrow created hereunder is terminated.
2. ESCROW AGENT shall obtain from CONTRACTOR such documents as in the opinion of ESCROW AGENT are necessary to enable ESCROW AGENT to sell the securities or to redeem the certificates of deposit deposited hereunder.
3. ESCROW AGENT shall review the market value of securities held in said escrow account monthly at the close of business on the first business day of each month.
4. ESCROW AGENT shall pay to CONTRACTOR moneys paid to ESCROW AGENT by CITY,

except that in no event will ESCROW AGENT make any payment to CONTRACTOR if such payment will cause the total amount of payments so made to exceed the value of the securities on deposit with ESCROW AGENT as of the date of such payment.

5. ESCROW AGENT shall promptly, upon receipt of written notice from CITY to do so, sell securities or redeem certificates of deposit and hold proceeds of such sale or redemption for disbursement at the written direction of CITY.
6. ESCROW AGENT shall make no charge to CITY for any services or out-of-pocket expenses incurred in carrying out its duties and obligations under this agreement.
7. ESCROW AGENT shall hold securities as Trustee for CITY as security for payment of money which would otherwise be held by CITY pursuant to the requirements of law, and agrees that the rights of CITY to said securities are superior to any lien (or claim of lien) including but not limited to the right to sell or redeem securities as provided in Section I, Paragraph 8, hereof, which ESCROW AGENT claims or may in the future claim against said deposit.

ALL PARTIES hereto further agree that:

1. CONTRACTOR shall have the right to withdraw or exchange securities from the custody of ESCROW AGENT. Such withdrawal or exchange may be made only if the market value or, in the case of certificates of deposits, face value of securities deposited under the provisions of Section I, Paragraph 1, in the custody of ESCROW AGENT after such withdrawal or exchange equals not less than 100% of total amount paid to CONTRACTOR by ESCROW AGENT under this agreement. ESCROW AGENT shall notify CITY in writing of any such withdrawal or exchange within two business days of such withdrawal or exchange.
2. The total amount of funds to be released to CONTRACTOR pursuant to this escrow agreement, in lieu of being withheld by CITY from progress payments to CONTRACTOR, may be increased during the term of this agreement to 5% of the total contract amount if CONTRACTOR so elects. CONTRACTOR shall deliver to ESCROW AGENT securities as specified in Paragraph 1 having a market value not less than 5% of the total contract amount.
3. This escrow shall terminate and ESCROW AGENT shall return to CONTRACTOR all securities held in its custody promptly upon receipt of written notice from CITY that said securities may be released.
4. CONTRACTOR is the beneficial owner of said securities held by ESCROW AGENT and CONTRACTOR is entitled to receive any and all interest which may be paid thereon.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____ 20____.

CITY OF SAUSALITO

By: _____
City Engineer

"CONTRACTOR"

(Name of Firm)

By: _____

Title: _____

ESCROW AGENT

(Name of Firm)

By: _____

Title: _____

APPENDIX A

ARTICLE 1.5

Resolution of Construction Claims

[Added Stats 1994 ch 726 § 22 (AB 3069), effective September 21, 1994. Former Article 1.5, also entitled “Resolution of Construction Claims”, consisting of §§ 20104-20104.8, was added Stats 1990 ch 1414 § 2 and repealed, operative January 1, 1994, by the terms of § 20104.8.]

Section

20104.	Application of article; “Public work”; “Claim”
20104.2.	Requirements to submit claim; Agency’s response; Dispute by claimant over response; Failure of agency to respond; Inapplicability of article to tort claims
20104.4	Procedures to resolve claims
20104.6	Payment of portion of claim which is undisputed; Payment of interest on arbitration award or judgment

§ 20104. Application of Article; “Public work”; “Claim”

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) “Public work” has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that “public work” does not include any work or improvement contracted for by the state or the regents of the University of California.

(2) “Claim” means a separate demand by the contractor for (A) a time extension, (B), payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or © an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

Added Stats 1994 ch 726 § 22 (AB 3069), effective September 21, 1994.

Former Sections:

Former § 20104, similar to the present section, was added Stats 1990 ch 1414 § 2 and repealed, operative January 1, 1994 by the terms of § 20104.8.

Former § 20104 was added Stats 1990 ch 321 § 2, effective July 16, 1990, and renumbered to be § 20103.5 by Stat 1990 ch 1414 § 1.

§ 20104.2. Requirements to submit claim; Agency’s response; Dispute by claimant over response; failure of agency to respond; Inapplicability of article to tort claims

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim

the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the 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 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 the claimant submits his or her written claim pursuant to subdivision (a) until the time that the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by 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 Government Code

Added Stats 1994 ch 726 § 22 (AB 3069), effective September 21, 1994.

Former Sections:

Former § 20104.2, similar to the present section, was added Stats 1990 ch 1414 § 2, amended Stats 1991 ch 1029 § 1, and repealed, operative January 1, 1994, by the terms of § 20104.8.

§ 20104.4. Procedures to resolve claims

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The

(b) mediation process shall provide for the selection within 15 days of both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15 day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

Added Stats 1994 ch § 22 (AB 3069), effective September 21, 1994.

Former Sections:

Former § 20104.4 similar to present selection, was added Stats 1990 ch 1414 § 2, amended Stats 1991 ch 1029 § 2, and repealed, operative January 1, 1994, by the terms of § 20104.8.

§ 20104.8. [Section repealed 1993.]

Added Stats 1990 ch 1414 § 2 (AB 4165). Repealed, operative January 1, 1994, its own terms.