



CITY OF SAUSALITO

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

FOR

BRIDGEWAY AND CALEDONIA STREET SERIES STREETLIGHT CIRCUIT CONVERSION

SEPTEMBER 2013

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

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Bridgeway and Caledonia Street Series Streetlight Circuit Conversion Project

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Sausalito will receive sealed bids for the award of the contract for public work for the above-designated project. Such sealed bids shall be received at the Office of the City Clerk of the City of Sausalito, 420 Litho Street, Sausalito, California 94965 until Monday September 30, 2013 at 2PM, at 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 the Sausalito Municipal Code Subsection B of Section 3.30.310.

A pre-Bid Conference followed by a site visit will be held at the City Hall of Sausalito in the Conference Room adjacent to the City Council Chambers on Tuesday, September 10, 2013 at 10AM.

GENERAL DESCRIPTION OF WORK:

The project shall replace the existing series street light circuit with new conduit and conductors as shown on the plans. New conduit installed by the trenching in pavement method shall comply with Section 86 of the State Standard Specifications for conduit installation under pavement that is not a freeway lane or freeway to freeway connector ramp.

Work shall also require installation of refurbished street light fixtures on existing poles, coordination with PG&E, and furnishing and installing of a new Type III-AF service enclosure with a Type V photoelectric control. A City of Sausalito Encroachment Permit shall be required along with traffic and pedestrian control plans. The Encroachment Permit fee shall be waived by the City.

ENGINEER’S ESTIMATE:

Total Base Bid:\$240,505.25
Total Additive Items:.....\$2,940.00
Total:.....\$243,445.25

A Sausalito Business License is required prior to mobilization. Information about Business Licenses may be found on the City of Sausalito’s website: <http://www.ci.sausalito.ca.us/Index.aspx?page=127>

The primary contact for this project is Andrew Davidson, telephone 415-289-4180, and email: adavidson@ci.sausalito.ca.us

CLASS OF LICENSE: The City of Sausalito has determined that the license required to perform this project is Class A (GENERAL ENGINEERING) or Class C10 ([ELECTRICAL CONTRACTOR](#)).

TIME TO COMPLETE WORK: The Contractor is provided 30 CALENDAR DAYS to complete the work beginning on the dated determined in the Notice to Proceed.

LIQUIDATED DAMAGES: The Contractor shall pay to the City of Sausalito the sum of \$250 per day, for each and every calendar day’s delay

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, 420 Litho Street, Sausalito, CA 94965 where they may be examined and copies thereof be obtained for a non-refundable \$50.00 charge. Contract Documents will be mailed for an additional charge of \$10.00 per set. Call (415)289-4106 to check availability status. Digital copies of the plans and specifications are available on the City website at <http://www.ci.sausalito.ca.us/Index.aspx?page=706>

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

the requirements of Section 1777.5 and 1777.6 of the Labor Code of the State of California regarding employment of apprentices.

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

The City of Sausalito is an equal opportunity employer.

(DO NOT DETACH)
PROPOSAL TO THE CITY OF SAUSALITO
DEPARTMENT OF PUBLIC WORKS
BRIDGEWAY AND CALEDONIA STREET SERIES STREETLIGHT CIRCUIT CONVERSION

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:

BRIDGEWAY AND CALEDONIA STREET SERIES STREETLIGHT CIRCUIT CONVERSION 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 including additive 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
BRIDGEWAY AND CALEDONIA STREET SERIES STREETLIGHT CIRCUIT CONVERSION**

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 forty (40) 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.

Item	Description	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Series Circuit Replacement ¹	1	LS		
2	Furnish and Install 1.5" Conduit (Type III)	2,280	LF		
3	Furnish and Install 2.0" Conduit (Type III)	285	LF		
4	Furnish and Install No. 5 Pull Box	24	EA		
5	Redirect Existing Conduit to New Pull Box	17	EA		
6	Furnish and Install Service enclosure and Foundation	1	LS		
7	Furnish and Install GFCI Receptacles	11	EA		
8	Insulation Resistance Testing of Existing Street Light Conductors	42	EA		
9	Furnish and Install #2 Conductors	2,335	LF		
10	Furnish and Install #4 Conductors	3,450	LF		
11	Furnish and Install #8 Conductors	4,940	LF		
12	Furnish and Install #10 Conductors	7,720	LF		
13	Furnish and Install #12 Conductors	300	LF		
14	Install City furnished LED Luminaires	21	EA		
15	Potholing	150	EA		
16	Abandon Existing Conduit (Remove & Dispose of Existing Conductors)	2,615	LF		
17	Erosion Control Including Inlet Protection	1	LS		
Total Base Bid Items		--	--	--	
Additive Item					
18	Furnish and Install #12 Street Light Conductors in Lighting Standard	1,680	LF		

¹ Maximum allowable "Series Circuit Replacement" Bid Item shall be ten percent (10%) of Total Base Bid

TOTAL BID FOR ALL BID ITEMS (use figures)

\$ _____

TOTAL BID FOR ALL ITEMS (use words)

_____ dollars and
_____ cents

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

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**

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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
DEPARTMENT OF PUBLIC WORKS

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.

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 _____
_____, 2013

CITY OF SAUSALITO
DEPARTMENT OF PUBLIC WORKS

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 judgment 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
DEPARTMENT OF PUBLIC WORKS**

**SPECIAL PROVISIONS
BRIDGEWAY AND CALEDONIA STREET SERIES STREETLIGHT CIRCUIT CONVERSION
PROJECT**

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications dated May 2006, **except Section 86 Electrical Systems shall be performed in accordance with Standard Specifications dated 2010**; the Standard Plans dated 2010, of the State of California Department of Transportation insofar as the same may apply and in accordance with the following Special Provisions; and the Uniform Construction Standards All Cities and County of Marin, adopted May 2008,

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 & 2010 editions 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

The project shall replace the existing series street light circuit with new conduit and conductors as shown on the plans. New conduit installed by the trenching in pavement method shall comply with Section 86 of the State Standard Specifications for conduit installation under pavement that is not a freeway lane or freeway to freeway connector ramp.

Work shall also require installation of refurbished street light fixtures on existing poles, coordination with PG&E, and furnishing and installing of a new Type III-AF service enclosure with a Type V photoelectric control. A City of Sausalito Encroachment Permit shall be required along with traffic and pedestrian control plans.

New facilities will be compliant with the Americans with Disabilities Act, the California Building Code and Title 24 of the California Code of Regulations.

4-1.02 Changes

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. Variance in contract quantities **more than 10 percent**, in the absence of an executed contract change order specifying the compensation, 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 \$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 after the contract has been approved by City of Sausalito staff authorized to execute the contract on behalf of the City (typically the City Manager) and whose form has been approved by the City Attorney of the City of Sausalito.

This work shall be diligently prosecuted to completion before the expiration of **30 CALENDAR DAYS** beginning on the date determined in the Notice to Proceed.

The Contractor shall pay to the City of Sausalito the sum of \$250 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

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 excavation 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 7-1.011, "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 6:00 p.m. on Monday thru Friday**. In the event that the Contractor wishes to schedule overtime work at any time on Saturdays or holidays, he shall make arrangements with the City Engineer at least forty-eight (48) hours in advance of such overtime work. 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. 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.

The Contractor shall comply with Sausalito Municipal Code Section 12.16.140, the operation of construction, demolition, excavation, alteration, or repair devices and equipment within all residential zones and areas within a 500 foot radius of residential zones shall only take place during the following hours:

Weekdays – Between 8:00 a.m. and 6:00 p.m.

Saturdays – Between 9:00 a.m. and 5:00 p.m.

Sundays – Prohibited

City holidays (not including Sundays) – Between 9:00 a.m. and 7:00 p.m.

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.

Minor concrete structures and miscellaneous concrete construction shall not be cured by using water.

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.

Attention is directed to Section 17-1.025, "Chemical Additives," of the Standard Specifications. When ordered by the Engineer, a chemical additive shall be added to water used for compaction. The additive shall be approved by

the Engineer and shall be used in accordance with his instructions. Chemical additive 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: \$1,000,000 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 additional insured under its policies 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)

Special Provisions

for

Bridgeway and Caledonia Street Series Streetlight Circuit Conversion Project

Sausalito, CA

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 \$243,445.25 (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 at the City of Sausalito along portions of Caledonia Street and Bridgeway.

SCOPE OF WORK. The project shall replace the existing series street light circuit with new conduit and conductors as shown on the plans. New conduit installed by the trenching in pavement method shall comply with Section 86 of the State Standard Specifications for conduit installation under pavement that is not a freeway lane or freeway to freeway connector ramp.

Work shall also require installation of refurbished street light fixtures on existing poles, coordination with PG&E, and furnishing and installing of a new Type III-AF service enclosure with a Type V photoelectric control. A City of Sausalito Encroachment Permit shall be required along with traffic and pedestrian control plans. The Encroachment Permit fee shall be waived by the City.

LIMITS OF WORK. The approved working limits are shown in the project plans.

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. Encroachment Permit Application. An application may be viewed and downloaded from the City of Sausalito's website: <http://www.ci.sausalito.ca.us/Index.aspx?page=188>.
2. 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.

3. Schedule of Submittals. A schedule of all submittals shall be submitted at the pre construction meeting.
4. A traffic control plan will be submitted to the Engineer at the preconstruction conference. This plan will explain how the Contractor will control the traffic, vehicular, pedestrian and bicycle, during the life of the project. In this plan the Contractor will identify how the conduct of the will take place with minimum impact to the tenants at the Project Site.
5. Proposed staging plan.
6. Proposed pedestrian management plan. Pedestrian management plan shall show an accessible pedestrian path of travel which shall be maintained at all times by the Contractor. Where necessary, temporary path of travel improvements may include but are not limited to, temporary curb ramps, protected walkways when pedestrians are into the vehicle travel way and signage to redirect pedestrian traffic. The Contractor is responsible for maintenance of all temporary pedestrian path improvements. Once the Pedestrian Management Plan is approved by the engineer, modifications shall only be allowed with written approval from the engineer.

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 (including, but not limited to landscaping, walls, street signs, parking meters, and pavement striping) 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:

- 1. Construction Contract**
- 2. Bid Proposal**
- 3. Permits from Other Agencies**
- 4. Instruction to Bidders**
- 5. Project Plans**
- 6. City of Sausalito Special Provisions**
- 7. Special Provisions**
- 8. Shop Drawings**
- 9. Cities and County of Marin General Provisions**
- 10. Cities and County of Marin Standard Plans**
- 11. State of California Standard Specifications**
- 12. State Standard 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 and the Contractor 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 week during the course of work on the Project, the Contractor's superintendent 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 redlined by the Contractor 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.

Contractor shall locate internal utilities 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 (General Engineering) or Class C10 (Electrical Contractor) 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. Plan check fees required for operations under this contract will be paid by the City.

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
CableCom for Comcast (Cable TV)

MEASUREMENT AND PAYMENT. All work performed under this contract shall be paid for at the unit prices detailed in the bid proposal unless specifically noted otherwise or modified in the various sections of work under the City special provisions. Payment shall include all costs associated with labor, equipment, *materials* and expenses required to complete the work, and no additional payment will be made therefor.

7-4.01 Bid Item 1 – Series Circuit replacement

This bid item shall be lump sum. Payment shall be made at fifty (50%) percent of the bid item amount on the first progress payment following completion of mobilization and the remaining amount on the final progress payment, with retention withheld as allowed by the Contract Documents.

The scope of work shall include the furnishing of all labor, materials, equipment tools, and services required as described in section 86-12 PAYMENT “Series Circuit Replacement” of these Specifications, including but not limited to mobilization, project management, coordination with PG&E, Under Ground Service Alert notifications and mark out and temporary traffic controls.

This bid item consist of procuring (including payment of) all bonds, all Contractor acquired permits, licenses, agreements, certifications, notices of intent, and temporary easements; moving onto the Site of all equipment, materials and staff including obtaining and set up of Contractor’s staging area/yard; furnishing and erecting all needed construction facilities, fencing, project signage, project security, demobilization, preconstruction photographs, video recording of surface features, progress schedules and reports, contract meetings, and record drawings. City Permits (grading and encroachment) are granted as part of project award.

A temporary traffic control plan shall be required as part of the submittal for an encroachment permit and shall be approved prior to commencement of work. All temporary traffic control shall be performed in accordance with the requirements of the current edition of Caltrans publication, “California Manual on Uniform Traffic Devices, Part 6 – temporary Traffic Control” including all specified advanced construction signs and channelization devices. Construction warning signs and channelization devices are to be sufficient to adequately route, inform and protect vehicles, bicycle and pedestrian traffic.

The Contractor shall provide safe and convenient vehicular access to side streets and all driveways at all times. Compensation for providing temporary ramps or traffic plates necessary to provide vehicular, pedestrian and bicycle passage shall be considered as included in the price in these Special Provisions and no additional compensation will be allowed.

7-5.01 Bid Items 2 and 3 – Furnish and Install 1.5” Conduit (Type III) and Furnish and Install 2.0” Conduit (Type III).

These bid items shall paid per linear foot of conduit installed for diameter of conduit as described in section 86-12 PAYMENT “Furnish and Install 1.5” Conduit (Type III) and Furnish and Install 2.0” Conduit (Type III)”.

Additionally this bid item shall include all saw cutting excavation, backfill, removals and disposal of materials at an appropriately regulated disposal facility, pavement, curb, gutter and sidewalk restoration as shown on the plans or directed in these specifications.

7-6.01_Bid Item 4 – Furnish and Install No. 5 Pull Box

This bid item shall be paid per pull box installed as described in section 86-12 PAYMENT “Furnish and Install No. 5 Pull Box”.

Additionally this bid item includes all saw cutting, excavation, backfill, removals and disposal of materials at an appropriately regulated disposal facility, and pavement or surface restoration, setting pull box to grade, replacement of sidewalk to match existing, ensuring box lid is firm and stable as shown on the plans or directed in these specifications.

7-7.01_Bid Item 5 – Redirect Existing Conduit to New Pull Box.

This bid item shall be paid per each conduit redirected as described in section 86-12 PAYMENT “Redirect Existing Conduit to New Pull Box”.

Additionally this bid item includes all saw cutting, excavation, backfill, removals and disposal of materials at an appropriately regulated disposal facility, and pavement, curb, gutter and sidewalk restoration as shown on the plans or directed in these specifications.

7-8.01 Bid Item 6 – Furnish and Install Service Enclosure and Foundation.

This bid item shall be paid lump sum as described in section 86-12 PAYMENT “Furnish and Install Service Enclosure and Foundation”.

7-9.01 Bid Item 7 – Furnish and install GFCI Receptacle

This bid item shall be paid per each GFCI Receptacle installed as described in section 86-12 PAYMENT “Furnish and install GFCI Receptacle”.

Additionally this bid item includes submittal for review and approval method of installing GFCI Receptacle to existing street light poles so as to minimize the street light pole damage, submittal of a GFCI Receptacle for review and approval prior to installation and testing of the installed GFCI Receptacles for appropriate operation.

7-10.01 Bid Item 8 – Insulation Resistance Testing of Existing Street Light Conductors

This bid item shall be paid per each conductor tested GFCI as described in section 86-12 PAYMENT “Insulation Resistance Testing of Existing Street Light Conductors”.

7-11.01 Bid Items 9, 10, 11, 12 and 13 – Furnish and Install #2 Conductors, Furnish and Install #4 Conductors, Furnish and Install #8 Conductors, Furnish and Install #10 Conductors and Furnish and Install #12 Conductors

These bid items shall be paid per linear foot of conductor installed as described in section 86-12 PAYMENT “Furnish and Install #2 Conductors,” “Furnish and Install #8 Conductors,” “Furnish and Install #10 Conductors” and “Furnish and Install #12 Conductors”.

7-12.01 Bid Item 14 – Install City Furnished LED Luminaires.

This bid item shall be paid per LED Luminaire installed as described in section 86-12 “Install City Furnished LED Luminaires”.

Additionally this bid item shall include testing of the installation to ensure operation.

7-13.01 Bid Item 15 – Potholing

This bid item shall be paid per each pothole dug as described in section 86-12 “Pot Hole Utility Conflict”.

7-14.01 Bid Item 16 – Abandon Existing Conduit (Remove & Dispose of Existing Conductors)

This bid item shall be paid per linear foot as described in section 86-12 “Abandon Existing Conduit (Remove & Dispose of Existing Conductors)”.

Removed conductors shall become the property of the contractor who shall remove them from the City of Sausalito for reuse, recycling or disposal in an appropriately regulated facility.

7-15.01 Bid Item 17 – Erosion Control including Inlet Protection

This bid item shall be lump sum. Payment shall be made at fifty (50%) percent of the bid item amount on the first progress payment following completion of mobilization and the remaining amount on the final progress payment, with retention withheld as allowed by the Contract Documents.

This bid item shall include payment for preparing detailed erosion control plan/stormwater pollution prevention plan subject to approval by the City of Sausalito. Plan should include reference to Marin County Stormwater Pollution Prevention Program Minimum Erosion/Sediment Control Measures for Small Construction Projects.

Measures to control or prevent pollution of surface runoff from erosion, mud and sediment, material stockpiles (which shall be at or nearby the worksite) and on-site vehicle/equipment storage and maintenance. **These shall include preventing any contaminated water, such as saw-cut wash water, from entering storm drain system.**

Provisions for maintenance and repair of control measures, personnel training, waste disposal and, if necessary, on-site sanitary facilities.

These documents together, represent the Stormwater Pollution Prevention Plan.

The City does not have a yard available for contractor use in executing work of this provision. Contractor may propose modifications in writing subject to approval by the Engineer.

Work includes installation of necessary materials and maintenance (including the need to remove and replace materials that have deteriorated and not function as installed)

Upon learning of approaching inclement weather, the contractor shall initiate the appropriate pollution prevention measures pursuant to the SWPPP and during the course of such inclement weather, shall assign personnel to regularly visit, inspect, document, report and as necessary, maintain, the enacted pollution control measures. Contractor shall submit site inspection reports to the Engineer after each storm event resulting in measurable precipitation.

Contractor shall have sole liability for failing to comply with these provisions. Item includes placing, adjusting and removing pollution prevention measures, such as, but not limited to: straw wattles, inlet filters, check dams, gravel bags, plastic film to protect material from contact with rain, and all incidentals necessary for worker, pedestrian and traffic protection, including furnishing all equipment, materials and personnel associated therewith, and in accordance with these Specifications.

Payment for Erosion Control including development of the Erosion Control Plan will be approved for payment at 15% submittal and approval of Erosion Control Plan, 50% for initial installation of erosion control plan elements and materials, then 100% at final payment.

7-16.01 Bid Item 18 – Additive Item – Furnish and Install #12 Street Light Conductors in Lighting Standard

This bid item shall be paid per linear foot of conductor installed as described in section 86-12 PAYMENT “Furnish and Install #12 Street Light Conductors in Lighting Standard”.

SECTION 8. (BLANK)

SECTION 9. (BLANK)

APPLICABLE STANDARD

PLANS AND DETAILS

LIMITED UCS STANDARD

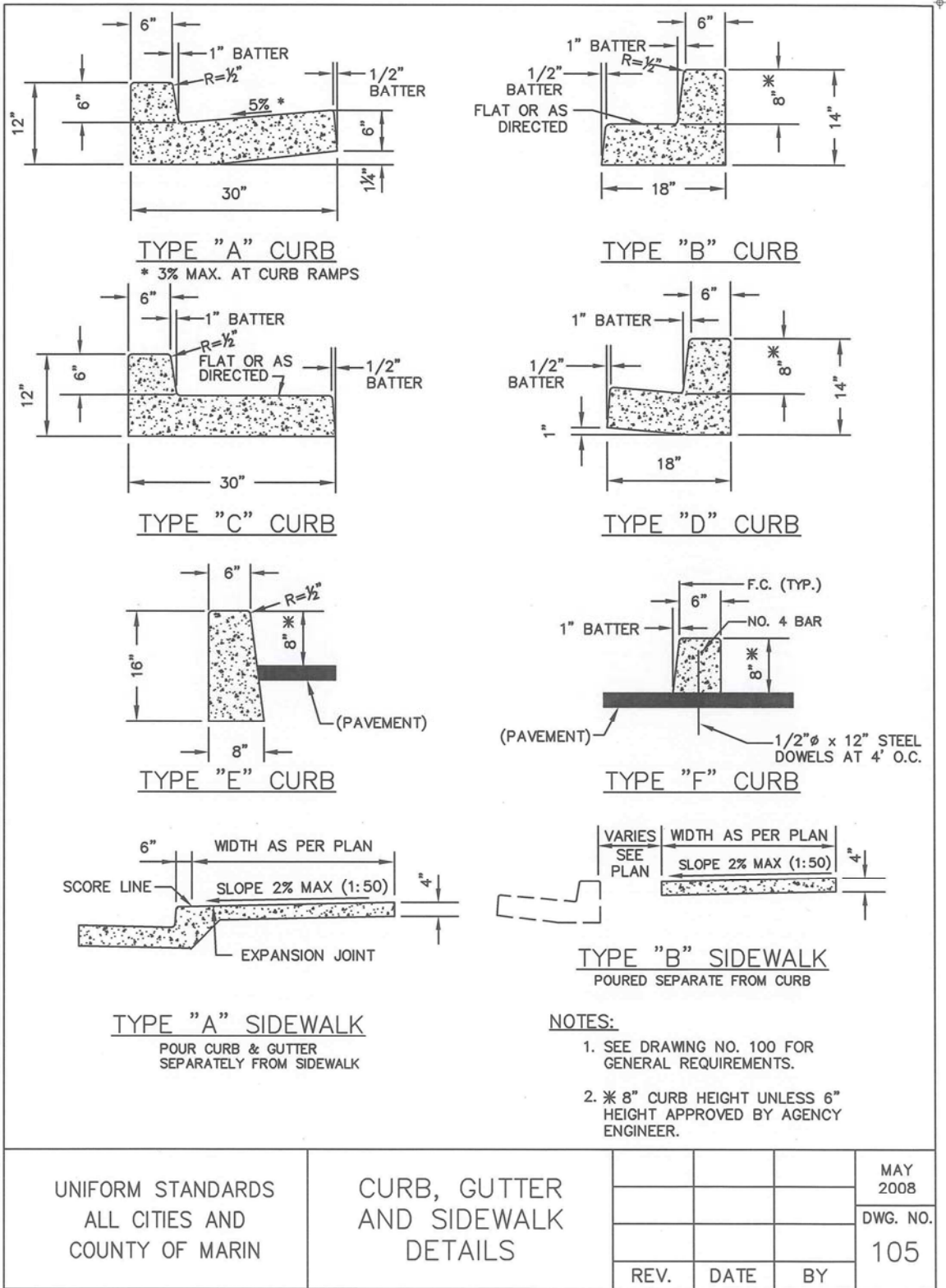
**REFER TO UNIFORM CONSTRUCTION STANDARDS,
FOR REMAINDER OF STANDARDS,
COUNTY OF MARIN,
MAY 2008**

M:\Standards\County Standards (UCS)\2008 Updated County Standards

1. EXISTING CONCRETE SHALL BE REMOVED AT EXPANSION OR WEAKENED PLANE JOINTS OR AT SAWCUTS AS FIELD MARKED BY AGENCY ENGINEER. SAWCUTS MUST GO ENTIRELY THROUGH CONCRETE.
2. FOR NEW DEVELOPMENT, NO UTILITY BOXES OR POLES WILL BE PERMITTED IN THE SIDEWALK AREA WITHOUT THE PRIOR WRITTEN APPROVAL OF THE AGENCY ENGINEER.
3. WHERE UNDERCUT SUBGRADE OR UNSUITABLE SUBGRADE MATERIAL IS ENCOUNTERED, THE AGENCY ENGINEER MAY REQUIRE REMEDIAL WORK TO BE DONE, INCLUDING OVER EXCAVATION AND BACKFILLING WITH CRUSHED ROCK AND, WHEN DIRECTED BY THE ENGINEER, PLACING GEOTEXTILE FABRIC BENEATH THE NEW CONCRETE SECTION.
4. SUBGRADE SHALL BE COMPACTED TO AT LEAST 95% RELATIVE COMPACTION IN THE TOP SIX INCHES.
5. NEW WORK SHALL MATCH EXISTING AS CLOSELY AS POSSIBLE IN FINISH, SCORING AND COLOR. FOR NEW INSTALLATIONS PLACED ADJACENT TO EXISTING, 2LB. DAVIS BLACK #8084 (OR EQUIVALENT) PER CU. YD. CONCRETE SHALL BE ADDED TO MIX.
6. EXCEPT WHERE SPECIFIED OTHERWISE HEREIN, NO ADMIXTURES SHALL BE USED WITHOUT THE PERMISSION OF THE AGENCY ENGINEER.
7. FORMS SHALL MEET GRADE AND FORM FACES SHALL NOT VARY FROM THE DIMENSIONS SHOWN BY MORE THAN 1/2 INCH.
8. NO CONCRETE SHALL BE PLACED UNTIL THE AGENCY ENGINEER HAS INSPECTED AND APPROVED FORMS AND SUBGRADE/BASE.
9. SUBGRADE/BASE SHALL BE THOROUGHLY WETTED IMMEDIATELY PRIOR TO PLACING CONCRETE.
10. CONCRETE SHALL BE A MINIMUM CLASS B (5 SACK MIX) WITH 1 INCH MAXIMUM AGGREGATE FROM AN APPROVED MIXING PLANT. NO BAGGED MIX IS PERMITTED.
11. CONCRETE SHALL HAVE A SLUMP OF NOT MORE THAN FOUR INCHES.
12. FOR SIDEWALKS AND DRIVEWAY APPROACHES, 1/4 INCH DEEP SCORE LINES SHALL BE PLACED AT FOUR FEET ON CENTER OR AS DIRECTED BY THE AGENCY ENGINEER.
13. WEAKENED PLANE JOINTS AT LEAST 3/4" DEEP SHALL BE PLACED AT A MINIMUM 16 FEET ON CENTER EXCEPT FOR SIDEWALKS AND DRIVEWAY APPROACHES WHICH SHALL BE A MINIMUM 5 FEET ON CENTER.
14. 3/8 INCH THICK EXPANSION JOINTS SHALL BE PLACED ON BOTH SIDES OF DRIVEWAY APPROACHES, AT CURB AND SIDEWALK RETURN POINTS, DRAINAGE STRUCTURES AND OTHER LOCATIONS AS SHOWN ON THE PLANS.
15. ALL EXPOSED EDGES SHALL BE ROUNDED WITH 1/2 INCH RADIUS TOOL.
16. ALL FLAT SURFACES SHALL BE LIGHT BROOM FINISHED UNLESS OTHERWISE SPECIFIED BY AGENCY ENGINEER.
17. CURBS, SIDEWALKS AND DRIVEWAY APPROACHES SHALL HAVE FORMS REMOVED AND BE BACKFILLED WITHIN SEVEN DAYS AFTER POURING.
18. THE DESIGNATED DIMENSIONS AND SLOPES MAYBE MODIFIED TO ACCOMMODATE EXISTING ADJACENT FACILITIES SUBJECT TO THE APPROVAL OF THE AGENCY ENGINEER.

UNIFORM STANDARDS ALL CITIES AND COUNTY OF MARIN	REQUIREMENTS FOR CONCRETE CURB, GUTTER, SIDEWALK, DRIVEWAY AND OTHER "FLATWORK"						MAY 2008
							DWG. NO.
							100
	REV.	DATE	BY				

M:\Standards\County Standards (UCS)\2008 Updated County Standards



UNIFORM STANDARDS
ALL CITIES AND
COUNTY OF MARIN

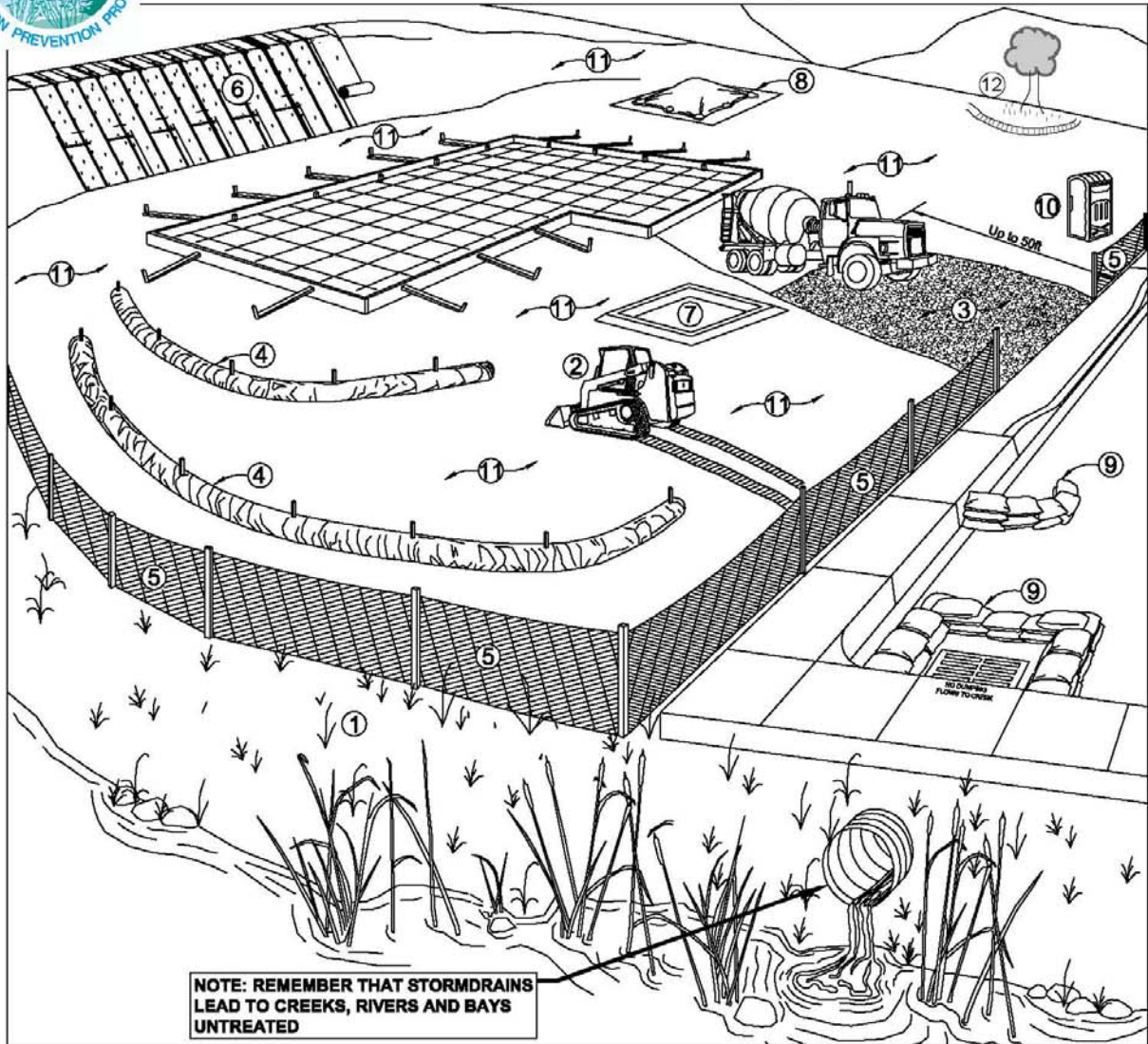
CURB, GUTTER
AND SIDEWALK
DETAILS

			MAY 2008
			DWG. NO.
			105
REV.	DATE	BY	



Marin County Stormwater Pollution Prevention Program

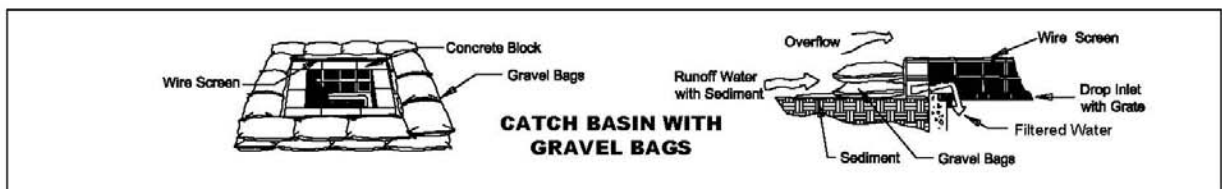
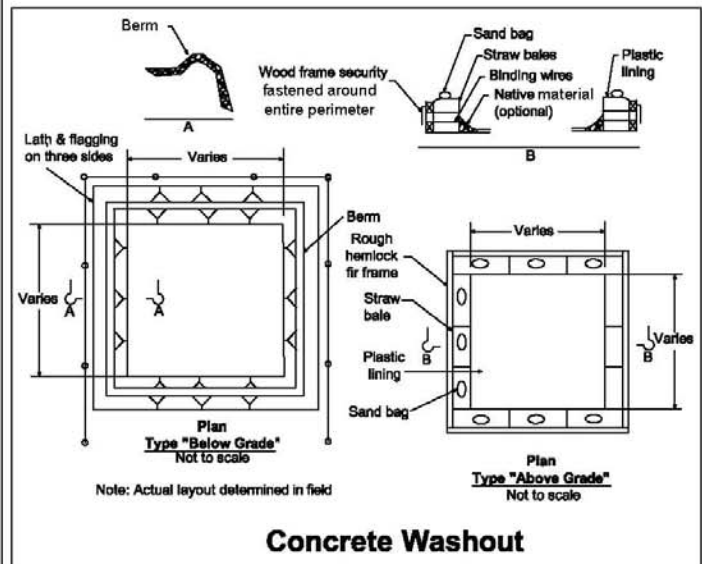
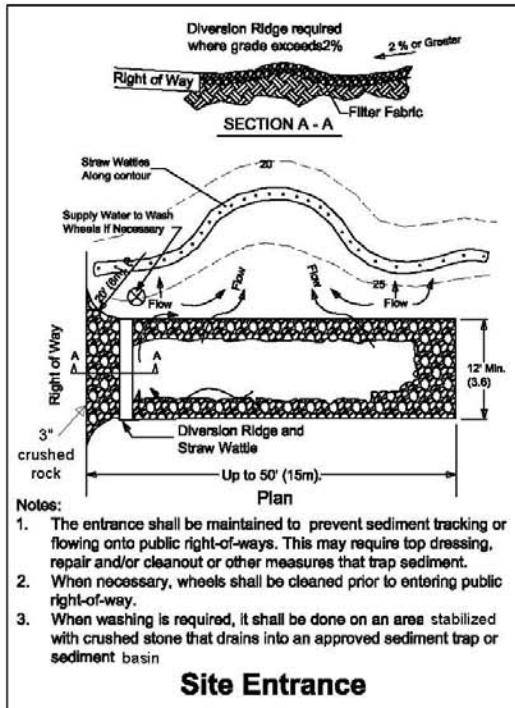
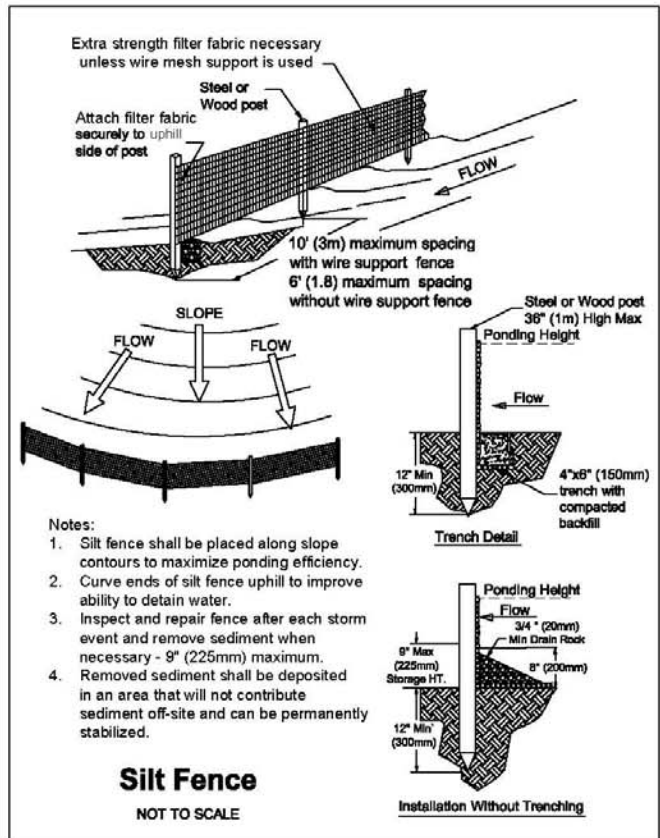
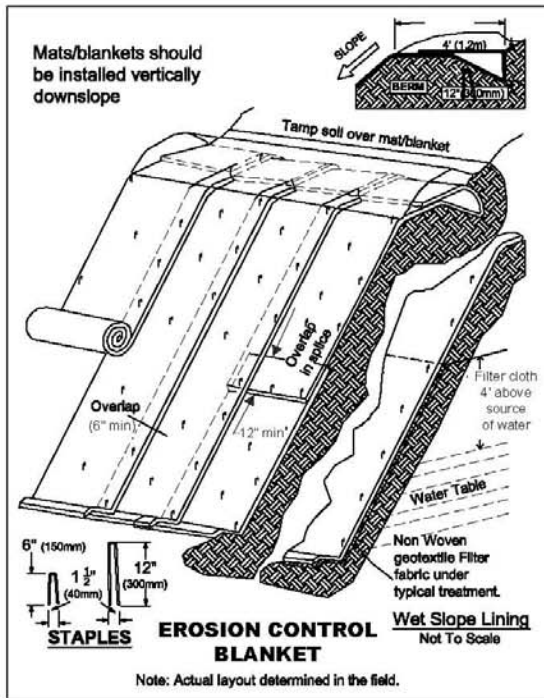
Minimum Erosion/Sediment Control Measures For Small Construction Projects



- (1) Check with your local Planning and Public Works departments for creek setback requirements. Grading and/or building may be limited or prohibited within creekside buffers.
- (2) During grading phase, track-walk up and down slopes (not parallel to them).
- (3) *Stabilize site entrance and temporary driveway - use 3" crushed rock up to 50' (or as far as possible) to prevent tracking soil offsite.
- (4) *Use straw wattles along contours with 2:1 slopes or steeper, keyed into ground at least 3" deep (typically 25' to 50' apart).
- (5) *Install silt fence along contours as secondary measure to keep sediment onsite and to minimize vehicle and foot traffic beyond limits of site disturbance.
- (6) *Install erosion control blankets (or equivalent) on any disturbed site with 2:1 slopes or greater.
- (7) *Construct a concrete washout site adjacent to stabilized entrance. Clean as needed and remove at end of project.
- (8) Cover all stockpiles and landscape material and berm properly with straw wattles or sand bags. Keep behind silt fence, away from water bodies.
- (9) *Use pea-gravel bags (or similar product) around drain inlets located both onsite and in gutter as a last line of defense.
- (10) Place port-a-potty near stabilized site entrance, behind the curb and away from storm drain inlets and water bodies.
- (11) Cover all exposed soil with straw mulch and tackifier (or equivalent).
- (12) Existing vegetation should be preserved as much as possible. Revegetate areas of disturbed soil/vegetation as soon as practical.

Note: Schedule construction activities to reduce erosion potential. Sediment and erosion control shall be continually maintained throughout the rainy season (October 1st - April 30th) and must remain effective through the construction and landscape phases. Inspect and maintain BMPs before and after rain events. *See reverse for detail drawings. Visit www.mcstoppp.org for more information on construction site management.

TYPICAL DETAILS



If you require materials in alternative formats, please contact:
415-473-4381 voice/TTY or disabilityaccess@co.marin.ca.us.

**SAMPLE AGREEMENT
INCLUDED FOR INFORMATION PURPOSES ONLY**

**CITY OF SAUSALITO
PUBLIC WORKS CONTRACT**

BRIDGEWAY AND CALEDONIA STREET SERIES STREETLIGHT CIRCUIT CONVERSION

This Contract, made and entered into this _____ day of _____, 2013, by and between the City of Sausalito, Marin County, California (hereinafter "City") and _____, (hereinafter "Contractor").

In consideration of the mutual promises contained herein, and based upon the provisions set forth above, the parties agree as follows:

Section 1. Contract Documents

This Contract consists of and includes this four page Agreement, the Notice to Bidders, the Instruction to Bidders, the Special Provisions, the Plans prepared by the City of Sausalito, the City of Sausalito General Provisions, the Technical Provisions (section 20 through 80) of the "Standard Specifications for Public Works Construction, All Cities and County of Marin," the accepted proposal of Contractor, all addenda referred to in Exhibit _ of this Agreement, the Performance Bond, Payment Bond, all insurance and security required and the non collusion affidavit required by 7106 of the Public Contracts Code. These documents together form the Contract between City and Contractor, and all are incorporated as fully a part of the Contract as if attached to this Agreement or repeated herein. Throughout the remainder of this Agreement, the "Contract Documents" shall refer to each and every document referred to in this section.

Section 2. The Work

Contractor shall perform everything required to be performed and in the manner required to be performed, in the Contract Documents for "BRIDGEWAY AND CALEDONIA STREET SERIES STREETLIGHT CIRCUIT CONVERSION PROJECT". The duties of Contractor required under the Contract and this Section 2 of the Agreement are referred to throughout the remainder of this Contract as "the Work."

Section 3. Work Schedule

Contractor shall not commence the Work until after receipt of Notice to Proceed issued by the City Engineer, and Contractor shall thereafter commence the Work within five (5) calendar days of receipt of such Notice. The Work shall be completed within forty (40) consecutive working days after the start date noted on the Notice to Proceed.

Section 4. Contract Price

City shall pay Contractor for the performance of the Work as the total contract price the total amount of _____, which amount is as provided in the Approved Bid. Payment of such amount is subject to any deductions of adjustments provided for in the Contract Documents or as may be provided for by any approved Change Order.

Section 5. Amendments

Amendments to the Contract including any Change Order shall be only by written agreement, signed by both parties. No Amendment to this Contract shall be effective until approved by the City Engineer.

Section 6. Independent Contractor - Subcontractors

It is specifically understood and agreed that in the making and performance of this Contract, Contractor is an

independent contractor and is not and shall not be construed to be an employee, agent or servant of City. Contractor shall be entitled to employ as its subcontractors only those individuals or firms described in its Bid Proposal, which subcontractors shall be required by Contractor to be subject to any terms and conditions of this Contract which pertains to them.

Section 7. Contractor's Responsibility

It is understood and agreed that Contractor and any subcontractor has the professional skills and licenses necessary to perform the Work, and that City relies upon the professional skills of the Contractor and any subcontractor to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Contractor thus agrees to so perform the Work, and to require the same of any subcontractor.

Acceptance by City of the Work, or any of it, does not operate as a release of the Contractor from such professional responsibility. It is further understood and agreed that Contractor has reviewed in detail the scope of the work to be performed under this Contract and agrees that in his professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 4 of this Contract.

Contractor agrees to do the Work in accordance with the terms of this Contract and to be bound by the conditions of this Agreement, including all Contract Conditions set out in the documents enumerated in section 1, above.

Section 8. Hold Harmless, Indemnification and Insurance Requirements

A. Indemnification and Hold Harmless.

Contractor shall indemnify, defend and save City, its officers, officials, employees and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Contractor, its employees, agents, subcontractors or on account of the performance or character of the Work or otherwise related to its performance of this Contract. Approval of any insurance coverage's does not, in any way, relieve Contractor of liability under this Indemnification and hold harmless clause.

B. Insurance Requirements, General

Contractor shall promptly obtain, at his own expense, all the insurance required by these specifications and shall submit coverage verification review and approval by City. The notice to proceed with the Work will not be issued, and Contractor shall not commence work, until such insurance has been approved by City. Contractor shall not allow any Subcontractors to commence work on his subcontract until all similar insurance required of the Subcontractor has been obtained and verified. All required insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof and in compliance with the further terms of the Contract. Notice to proceed does not relieve Contractor of the duty to obtain such insurance as required by the Contract. Each insurance policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt request, has been given to the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Section 9. Nondiscrimination

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 10. City Personnel Conflict of Interest

No officers, member, or employee of City and no member of the governing body of City who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the Work, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Contract or the proceeds thereof.

Section 11. Contractor Conflict of Interest

Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Work. Contractor further covenants that in the performance of this Contract, no persons having any such interest shall be employed.

Section 12. Assignment

Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written consent of City.

Section 13. Ownership of Documents

Contractor agrees that all designs, drawings, specifications, and other technical data produced in the performance of this Contract including any and all shop drawings shall at the request of City and upon completion or termination of the Contract become the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity, and without requirement of additional compensation. Contractor agrees that City shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications and other technical data pertaining to the Work.

All drawings and engineering documents shall be subject to the approval of and if requested by the City Engineer shall be prepared for the signature of the City Engineer.

Section 14. Enforcement of Contract - Attorney Fees

In the event it shall be necessary for either party to institute court action to enforce any of the terms of this Contract, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees.

Section 15. Miscellaneous Provisions

- A. Time is of the essence in the performance of this Contract.
- B. This Contract shall extend to, be binding upon and inure to the benefit of any executor, administrator, successor, heir and assign of the parties hereto.

In Witness Whereof, City and Contractor have executed this Contract as of the date first written above.

City of Sausalito:

Contractor:

City Manager

Corporate authority of:

Recommended for approval by:

City Engineer

Approved as to form by:

City Attorney

to enter into this
Contract confirmed by:

Corporate Secretary

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 **BRIDGEWAY AND CALEDONIA STREET SERIES STREETLIGHT CIRCUIT CONVERSION 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:

BRIDGEWAY AND CALEDONIA STREET SERIES STREETLIGHT CIRCUIT CONVERSION

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 **BRIDGEWAY AND CALEDONIA STREET SERIES STREETLIGHT CIRCUIT CONVERSION 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:

_____ ("CONTRACTOR" herein), and the
(name of contractor)

_____ ("ESCROW AGENT" herein).
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.