



**CONTRACT DOCUMENTS AND PROVISIONS
FOR THE
2020 SEWER CLEANING AND TELEVISIONING PROJECT**

NOVEMBER 2020

**City of Sausalito
420 Litho Street
Sausalito, CA 94965
Phone: (415) 289-4100**

Bid Opening

**December 15, 2020
2:00 PM**



LOCATION MAP

City of Sausalito

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Notice Inviting Bids

1. **Bid Submission.** City of Sausalito (“City”) will accept sealed bids for its 2020 Sewer Cleaning and Televising Project (“Project”), by or before December 15, 2020, at 420 Litho Street, Sausalito Ca. at 2:00 PM.; at its City Hall Offices (Back Parking Lot) office, located at 420 Litho Street Sausalito, California, at which time the bids will be publicly opened and read aloud.
2. **Project Information.**
 - 2.1 The Contractor shall clean and inspect the City’s sewer pipelines as shown in Figure 1. “Base Bid” pipe shall comprise the base bid scope of work. “Bid Alternate A and Bid Alternate B pipes shall comprise Bid Alternate work. Base Bid pipe includes partial cleaning and complete closed circuit television (CCTV) inspection of approximately 7.6 miles of gravity sewer pipelines ranging from 4 to 12 inches in diameter.
 - 2.2 Pipe materials include primarily vitrified clay, with PVC, Cast Iron, Ductile Iron, HDPE, Liner, and Transite also identified.
 - 2.3 Estimated quantities of pipe to be cleaned and inspected are provided in the Bid Schedule.
- 2.2 **Time for Completion.** The Project must be completed within **90 calendar days** from the start date set forth in the Notice to Proceed. City anticipates that the Work will begin on or about January 15, 2021, but the anticipated start date is provided solely for convenience and is neither certain nor binding.
- 2.3 **Estimated Cost.** The estimated construction cost is \$125,000.
3. **License and Registration Requirements.**
 - 3.1 **License.** This Project requires a valid California contractor’s license for the following classification(s): State of California C42 Specialty contractor or approved alternate at the time that the contract is awarded.
 - 3.2 **DIR Registration.** City may not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder is registered with the California Department of Industrial Relations (“DIR”) to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
4. **Contract Documents.** The plans, specifications, bid forms and contract documents for the Project, and any addenda thereto (“Contract Documents”) may be downloaded from City’s website located at: <https://www.sausalito.gov/departments/public-works/bid-notice>. A printed copy of the Contract Documents are not available.
5. **Bid Security.** The Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier’s or certified check made payable to City, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that within ten days after City issues the Notice of Potential Award, the successful bidder will execute the Contract and submit the payment and performance bonds, insurance

certificates and endorsements, and any other submittals required by the Contract Documents and as specified in the Notice of Potential Award.

6. Prevailing Wage Requirements.

6.1 General. Pursuant to California Labor Code § 1720 et seq., this Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

6.2 Rates. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

6.3 Compliance. The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.

7. Performance and Payment Bonds. The successful bidder will be required to provide performance and payment bonds, each for 100% of the Contract Price, as further specified in the Contract Documents.

8. Substitution of Securities. Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code § 22300.

9. Subcontractor List. Each Subcontractor must be registered with the DIR to perform work on public projects. Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, California contractor license number, DIR registration number, and percentage of the Work to be performed (based on the base bid price) for each Subcontractor that will perform Work or service or fabricate or install Work for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents.

10. Instructions to Bidders. All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, as defined therein, including this Notice Inviting Bids.

By: Kevin McGowan
Director of Public Works

Date: November 17, 2020

Publication Date: November 17, 2020

END OF NOTICE INVITING BIDS

Instructions to Bidders

Each Bid Proposal submitted to the City of Sausalito ("City") for its **2020 SEWER CLEANING AND TELEVISION PROJECT** ("Project") must be submitted in accordance with the following instructions and requirements:

1. Bid Submission.

1.1 General. Each Bid Proposal must be signed, sealed and submitted to City, using the form provided in the Contract Documents, by or before the date and time set forth in Section 1 of the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions will be returned unopened. City reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from City. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.

1.2 Bid Envelope. The envelope containing the sealed Bid Proposal and all required forms and attachments must be clearly labeled and addressed as follows:

BID PROPOSAL:
2020 SEWER CLEANING AND TELEVISION PROJECT
Contract No. 2021-12.02.007

City Clerk
420 Litho Street
Sausalito, CA 94965
Attn: Heidi Scoble

The envelope must also be clearly labeled, as follows, with the bidder's name, address, and its registration number with the California Department of Industrial Relations ("DIR") for bidding on public works contracts (Labor Code §§ 1725.5 and 1771.1):

[Contractor company name]
[street address]
[city, state, zip code]
DIR Registration No: _____

1.3 DIR Registration. Subject to limited legal exceptions for joint venture bids and federally-funded projects, City may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code § 1725.5. If City is unable to confirm that the bidder is currently registered with the DIR, City may disqualify the bidder and return its bid unopened. (Labor Code §§ 1725.5 and 1771.1(a).)

2. Bid Proposal Form and Enclosures. Each Bid Proposal must be completed in ink using the Bid Proposal form included with the Contract Documents. The Bid Proposal form must

be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder's authorized representative. A Bid Proposal submitted with exceptions or terms such as "negotiable," "will negotiate," or similar, will be considered nonresponsive. Each Bid Proposal must be accompanied by bid security, as set forth in Section 4 below, and by a completed Subcontractor List and Non-Collusion Declaration using the forms included with the Contract Documents.

- 3. Authorization and Execution.** Each Bid Proposal must be signed by the bidder's authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporation Code § 313.
- 4. Bid Security.** Each Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's check or certified check, made payable to the City, or bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California. The bid security must guarantee that, within ten days after issuance of the Notice of Potential Award, the bidder will: execute and submit the enclosed Contract for the bid price; submit payment and performance bonds for 100% of the maximum Contract Price; and submit the insurance certificates and endorsements and any other submittals, if any, required by the Contract Documents or the Notice of Potential Award. A Bid Proposal may not be withdrawn for a period of 60 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code § 5100 et seq.
- 5. Requests for Information.** Questions or requests for clarifications regarding the Project, the bid procedures, or any of the Contract Documents must be submitted in writing to **Andrew Davidson, Senior Engineer, at adavidson@sausalito.gov**. Oral responses are not authorized and are not binding on the City. Bidders should submit any such written inquiries at least five Working Days before the scheduled bid opening. Questions received any later might not be addressed before the bid deadline. An interpretation or clarification by City in response to a written inquiry will be issued in an addendum.
- 6. Pre-Bid Investigation.**

 - 6.1 General.** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions prior to submitting a Bid Proposal. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to the public at large, bidders may not enter property owned or leased by the City or the Project site without prior written authorization from City.
 - 6.2 Document Review.** Each bidder is responsible for review of the Contract Documents and any informational documents provided "For Reference Only," e.g., as-builts, technical reports, test data, and the like. A bidder is responsible for notifying City of any errors, omissions, inconsistencies, or conflicts it discovers in the Contract Documents, acting solely in its capacity as a contractor and subject to the limitations of Public Contract Code § 1104. Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to the City no later than five Working Days before the scheduled bid opening. (See Section 5,

above.) City expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by City.

- 6.3 Project Site.** Questions regarding the availability of soil test data, water table elevations, and the like should be submitted to the City in writing, as specified in Section 5, above. Any subsurface exploration at the Project site must be done at the bidder's expense, but only with prior written authorization from City. All soil data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. Any water table elevation indicated by a soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, difference(s) in elevation between ground water shown in soil boring logs and ground water actually encountered during Project construction will not be considered changed Project site conditions. Actual locations and depths must be determined by bidder's field investigation. The bidder may request access to underlying or background information on the Project site in City's possession that is necessary for the bidder to form its own conclusions, including, if available, record drawings or other documents indicating the location of subsurface lines, utilities, or other structures.
- 6.4 Utility Company Standards.** The Project must be completed in a manner that satisfies the standards and requirements of any affected utility companies or agencies (collectively, "utility owners"). The successful bidder may be required by the third party utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the affected third party utility owners about their requirements before submitting a Bid Proposal.
- 7. Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders.
- 8. Addenda.** Any addenda issued prior to the bid opening are part of the Contract Documents. Subject to the limitations of Public Contract Code § 4104.5, City reserves the right to issue addenda prior to bid time. Each bidder is solely responsible for ensuring it has received and reviewed all addenda prior to submitting its bid. Bidders should check City's website periodically for any addenda or updates on the Project at: <https://www.sausalito.gov/departments/public-works/bid-notice>.
- 9. Brand Designations and "Or Equal" Substitutions.** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitution. A request for substitution must be submitted within 35 days after Notice of Potential Award unless otherwise provided in the Contract Documents. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code § 3400(c).
- 10. Bid Protest.** Any bid protest against another bidder must be submitted in writing and received by City at **420 Litho Street, Sausalito CA 94965** or sent via email at Adavidson@Sausalito.gov before 5:00 p.m. no later than two Working Days following bid opening ("Bid Protest Deadline") and must comply with the following requirements:

- 10.1 General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City's reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section 10, a "Working Day" means a day that City is open for normal business, and excludes weekends and holidays observed by City. Pursuant to Public Contract Code § 4104, inadvertent omission of a Subcontractor's DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within 24 hours of the bid opening or as otherwise provided under Labor Code § 1771.1(b).
- 10.2 Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and must include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the *specific* portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person submitting the protest on behalf of or as an authorized representative of the protesting bidder.
- 10.3 Copy to Protested Bidder.** Upon submission of its bid protest to City, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.
- 10.4 Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two Working Days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must attach all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person responding on behalf of or representing the protested bidder if different from the protested bidder.
- 10.5 Copy to Protesting Bidder.** Upon submission of its response to the bid protest to the City, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 10.6 Exclusive Remedy.** The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- 10.7 Right to Award.** City reserves the right, acting in its sole discretion, to reject any bid protest that it determines lacks merit, to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.

11. **Reservation of Rights.** City reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all bids; to cancel or reschedule the bid; to postpone or abandon the Project entirely; or to perform all or part of the Work with its own forces. The Contract will be awarded, if at all, within 60 days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. Any planned start date for the Project represents the City's expectations at the time the Notice Inviting Bids was first issued. City is not bound to issue a Notice to Proceed by or before such planned start date, and it reserves the right to issue the Notice to Proceed when the City determines, in its sole discretion, the appropriate time for commencing the Work. The City expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by the City in any form. Each bidder is solely responsible for its costs to prepare and submit a bid, including site investigation costs.
12. **Bonds.** Within ten calendar days following City's issuance of the Notice of Potential Award to the apparent low bidder, the bidder must submit payment and performance bonds to City as specified in the Contract Documents using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract Price as awarded, including additive alternates, if applicable.
13. **License(s).** The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. The successful bidder must also obtain a City business license within Fifteen (15) days following City's issuance of the Notice of Potential Award. Subcontractors must also obtain a City business license before performing any Work.
14. **Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code §§ 1777.1 or 1777.7 is prohibited from performing work on the Project.
15. **Safety Orders.** If the Project includes construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, each bid must include a bid item for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which comply with safety orders as required by Labor Code § 6707.
16. **Additive and Deductive Alternates.** As required by Public Contract Code § 20103.8, if this bid solicitation includes additive or deductive items, the method checked below will be used to determine the lowest bid. If no method is checked, subparagraph (A) will be used to determine the lowest bid. City retains the right to add to or deduct from the Contract any of the additive or deductive alternates included in the Bid Proposal.

(A) The lowest bid will be the lowest bid price on **the base contract** without consideration of the prices on the Bid Alternates.

17. **Bid Schedule.** Each bidder must complete the Bid Schedule form with unit prices as indicated, and submit the completed Bid Schedule with its Bid Proposal.
 - 17.1 **Incorrect Totals.** In the event a computational error for any bid item (base bid or alternate) results in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount as the product of the estimated quantity and the unit cost. In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule

for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for any bid alternate, and the amount entered for the alternate on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price. Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid for material error under Public Contract Code § 5100 et seq.

END OF INSTRUCTIONS TO BIDDERS

Bid Proposal

2020 SEWER CLEANING AND TELEVISIONING PROJECT

_____ (“Bidder”) hereby submits this Bid Proposal to the **City of Sausalito** (“City”) for the above-referenced project (“Project”) in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced in the Notice.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead for the following price (“Base Bid”):
\$ _____.

- 1.1. **Bid Alternates.** Bidder submits the following prices for the specified bid alternates:

Alternate #1: _____ <title/description>
Add: \$ _____

Alternate #2: _____ <title/description>
Add\$ _____

2. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this Bid. Bidder waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#05	_____
#02	_____	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

3. **Bidder’s Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:

- 3.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder’s knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.
- 3.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
- 3.3 **Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.
- 3.4 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder’s knowledge.

3.5 Nondiscrimination. In preparing this Bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.

3.6 Iran Contracting Act. If the Contract Price exceeds \$1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

4. Award of Contract. By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, within ten days following issuance of the Notice of Potential Award to Bidder, Bidder will do all of the following:

4.1 Execute Contract. Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;

4.2 Submit Required Bonds. Submit to City a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and

4.3 Insurance Requirements. Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

5. Bid Security. As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms (check one):

_____ A cashier's check or certified check payable to City and issued by _____ [Bank name] in the amount of \$_____.

_____ A bid bond, using the Bid Bond form included with the Contract Documents, payable to City and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on _____, 20__.

s/ _____

Name and Title

s/ _____
[See Section 3 of Instructions to Bidders]

Name and Title

Company Name

License #, Expiration Date, and Classification

Address

DIR Registration #

City, State, Zip

Phone

Contact Name

Contact Email

END OF BID PROPOSAL

Bid Schedule

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

AL = Allowance CF = Cubic Feet CY = Cubic Yard EA = Each LB = Pounds
 LF = Linear Foot LS = Lump Sum SF = Square Feet TON = Ton (2000 lbs)

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Mobilization and Demobilization	1	LS	\$	\$
2	Traffic Control System	1	LS	\$	\$
3	Sanitary Sewer Cleaning of 4 inch up to 12-inch diameter sewer pipelines via hydroject	10,100	LF	\$	\$
4	CCTV inspection of 12-inch and smaller sewer pipelines	40,300	LF	\$	\$
5	Complete MACP Level 1 Manhole Inspection	203	EA	\$	\$

TOTAL BASE BID: Items 1 through 5 inclusive: \$ _____

Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.

BID ALTERNATIVE A (AREA SHOWN ON EXHIBT 1 IN THE APPENDIX OF THIS DOCUMENT)

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
A-1	Mobilization and Demobilization	1	LS	\$	\$
A-2	Traffic Control System	1	LS	\$	\$
A-3	Sanitary Sewer Cleaning of 4 inch up to 12-inch diameter sewer pipelines via hydroject	5,900	LF	\$	\$
A-4	CCTV inspection of 12-inch and smaller sewer pipelines	23,500	LF	\$	\$
A-5	Complete MACP Level 1 Manhole Inspection	149	EA	\$	\$

TOTAL BID ALTERNATIVE A: Items A-1 through A-5 inclusive: \$ _____

BID ALTERNATIVE B (AREA SHOWN ON EXHIBIT 1 IN THE APPENDIX OF THIS DOCUMENT)

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
B-1	Mobilization and Demobilization	1	LS	\$	\$
B-2	Traffic Control System	1	LS	\$	\$
B-3	Sanitary Sewer Cleaning of 4 inch up to 12-inch diameter sewer pipelines via hydroject	4,300	LF	\$	\$
B-4	CCTV inspection of 12-inch and smaller sewer pipelines	17,500	LF	\$	\$
B-5	Complete MACP Level 1 Manhole Inspection	84	EA	\$	\$

TOTAL BID ALTERNATIVE B: Items B-1 through B-5 inclusive: \$ _____

BIDDER NAME: _____

END OF BID SCHEDULE

Noncollusion Declaration

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ [title] of _____
[business name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid and will not pay, any person or entity for such purpose.

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

s/ _____

Name [print]

END OF NONCOLLUSION DECLARATION

Bid Bond

_____ (“Bidder”) has submitted a bid, dated _____, 20____ (“Bid”), to City of Sausalito (“City”) for work on the 2020 Sewer Cleaning and Televising Project (“Project”). Under this duly executed bid bond (“Bid Bond”), Bidder as Principal and _____, its surety (“Surety”), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the “Bond Sum”). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.
2. **Submittals.** Within ten days following issuance of the Notice of Potential Award to Bidder, Bidder must submit to City the following:
 - 2.1 **Contract.** The executed Contract, using the form provided by City in the Project contract documents (“Contract Documents”);
 - 2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
 - 2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and
 - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required by the Instructions to Bidders or Notice of Potential Award.
3. **Enforcement.** If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____
4. **Duration and Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise it will remain in full force and effect for 60 days following the bid opening or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code §§ 2819 and 2845.

[Signatures are on the following page.]

This Bid Bond is entered into and effective on _____, 20_____.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

BIDDER:

Business Name

s/ _____

Date

Name, Title

END OF BID BOND

Bidder's Questionnaire

2020 SEWER CLEANING AND TELEVISIONING PROJECT

Within 48 hours following a request by City, a bidder must submit to City a completed, signed Bidder's Questionnaire using this form and all required attachments, including clearly labeled additional sheets as needed. City may request the Questionnaire from one or more of the apparent low bidders following the bid opening, and may use the completed Questionnaire as part of its investigation to evaluate a bidder's qualifications for this Project. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

Part A: General Information

Bidder Business Name: _____ ("Bidder")

Check One: Corporation (State of incorporation: _____)
 Partnership
 Sole Proprietorship
 Joint Venture of: _____
 Other: _____

Main Office Address and Phone: _____

Local Office Address and Phone: _____

Website address: _____

Owner of Business: _____

Contact Name and Title: _____

Contact Phone and Email: _____

Bidder's California Contractor's License Number(s): _____

Bidder's DIR Registration Number: _____

Part B: Bidder Experience

1. How many years has Bidder been in business under its present business name? _____ years
2. Has Bidder completed projects similar in type and size to this Project as a general contractor?
_____ Yes _____ No
3. Has Bidder ever been disqualified from a bid on grounds that it is not responsible, or otherwise disqualified or disbarred from bidding under state or federal law?
_____ Yes _____ No

If yes, provide additional information on a separate sheet regarding the disqualification or disbarment, including the name and address of the agency or owner of the project, the type and

size of the project, the reasons that Bidder was disqualified or disbarred, and the month and year in which the disqualification or disbarment occurred.

4. Has Bidder ever been terminated for cause, alleged default, or legal violation from a construction project, either as a general contractor or as a subcontractor?

_____ Yes _____ No

If yes, provide additional information on a separate sheet regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Bidder was under contract as a general contractor or a subcontractor, the reasons that Bidder was terminated, and the month and year in which the termination occurred.

5. Provide information about Bidder's past projects performed as general contractor as follows:

- 5.1 Six most recently completed public works projects within the last three years;
- 5.2 Three largest completed projects within the last three years; and
- 5.3 Any project which is similar to this Project including scope and character of the work.

6. Use separate sheets to provide all of the following information for each project identified in response to the above three categories:

- 6.1 Project name, location, and description;
- 6.2 Owner (name, address, email, and phone number);
- 6.3 Prime contractor, if applicable (name, address, email, and phone number);
- 6.4 Architect or engineer (name, email, and phone number);
- 6.5 Project and/or construction manager (name, email, and phone number);
- 6.6 Scope of work performed (as general or as subcontractor);
- 6.7 Initial contract price and final contract price (including change orders);
- 6.8 Original scheduled completion date and actual date of completion;
- 6.9 Time extensions granted (number of days);
- 6.10 Number and amount of stop notices or mechanic's liens filed;
- 6.11 Amount of any liquidated damages assessed against Bidder; and
- 6.12 Nature and resolution of any project-related claim, lawsuit, mediation, or arbitration involving Bidder.

Part C: Safety

1. Provide Bidder's Experience Modification Rate (EMR) for the last three years:

Year	EMR

2. Complete the following, based on information provided in Bidder's CalOSHA Form 300 or Form 300A, Annual Summary of Work-Related Illnesses and Injuries, from the most recent past calendar year:

- 2.1 Number of lost workday cases: _____
- 2.2 Number of medical treatment cases: _____
- 2.3 Number of deaths: _____

3. Has Bidder ever been cited, fined, or prosecuted by any local, state, or federal agency, including OSHA, CalOSHA, or EPA, for violation of any law, regulation, or requirements pertaining to health and safety?

_____ Yes _____ No

If yes, provide additional information on a separate sheet regarding each such citation, fine, or prosecution, including the name and address of the agency or owner of the project, the type and size of the project, the reasons for and nature of the citation, fine, or prosecution, and the month and year in which the incident giving rise to the citation, fine, or prosecution occurred.

4. Name, title, and email for person responsible for Bidder's safety program:

Name	Title	Email

Part D: Verification

In signing this document, I, the undersigned, declare that I am duly authorized to sign and submit this Bidder's Questionnaire on behalf of the named Bidder, and that all responses and information set forth in this Bidder's Questionnaire and accompanying attachments are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Signature: _____ Date: _____

By: _____
Name and Title

END OF BIDDER'S QUESTIONNAIRE

Contract

This public works contract ("Contract") is entered into by and between City of Sausalito ("City") and _____ ("Contractor"), for work on the 2020 Sewer Cleaning and Televising Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On _____, 20____, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Plans and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Potential Award;
 - 2.12 Notice to Proceed; and
 - 2.13 The following: No other documents
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$_____ ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will fully complete the Work for the Project within **90 Calendar Days** from the commencement date given in the Notice to Proceed ("Contract Time") for the Base Bid. Should the City chooses to award Bid Alternative A, an additional 30 Calendar Days shall be added to the Time of Completion for the Base Bid for a total of **120 Calendar Days**. Should the City choose to award both Bid Alternative A and Bid Alternative B, an additional 50 Calendar Days shall be added to the Time of Completion for the Base Bid for a total of **140 Calendar Days**. By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of **\$500.00 per Calendar Day** for each day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.
7. **Labor Code Compliance.**
- 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.
- 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
- 7.3 **DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
8. **Workers' Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."
9. **Conflicts of Interest.** Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.
11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

City:

City of Sausalito
420 Litho Street
Sausalito, CA 94965
Andrew Davidson, Senior Engineer

Aadavidson@sausalito.gov

Copy to: Kevin McGowan, Public Works Director
kmcgowan@Sausalito.gov

Contractor:

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Attn: _____
Email: _____
Copy to: _____

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City’s written consent. This Contract is binding on Contractor’s and City’s lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the <_____> County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of <_____> County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the “Act”), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code § 313.

The parties agree to this Contract as witnessed by the signatures below:

CITY:

Approved as to form:

s/ _____

s/ _____

Name, Title

Name, Title

Date: _____

Date: _____

Attest:

s/ _____

Name, Title

Date: _____

CONTRACTOR: _____
Business Name

s/ _____

Seal:

Name, Title

Date: _____

Second Signature (See Section 12.8):

s/ _____

Name, Title

Date: _____

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

Payment Bond

City of Sausalito ("City") and _____ ("Contractor") have entered into a contract, dated _____, 20__ ("Contract") for work on the 2020 Sewer Cleaning and Televising Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

- 1. General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in an amount not less than \$ _____, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
- 2. Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.
- 3. Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
- 4. Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
- 5. Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____
- 6. Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the < _____ > County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

[Signatures are on the following page.]

7. **Effective Date; Execution.** This Bond is entered into and is effective on _____,
20__.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY CITY:

s/ _____

Date

Name, Title

END OF PAYMENT BOND

Performance Bond

City of Sausalito ("City") and _____ ("Contractor") have entered into a contract, dated _____, 20____ ("Contract") for work on the 2020 Sewer Cleaning and Televising Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as Principal and _____, its surety ("Surety"), are bound to City as obligee for an amount not less than \$_____ to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.
3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from City of Contractor's termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
 - 5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
 - 5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or
 - 5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: _____

Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the <_____> County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.
9. **Effective Date; Execution.** This Bond is entered into and effective on _____, 20____.

SURETY:

Business Name

s/ _____ Date _____

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____ Date _____

Name, Title

APPROVED BY CITY:

s/ _____ Date _____

Name, Title

END OF PERFORMANCE BOND

General Conditions

Article 1 - Definitions

Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day” or “working day.”

Allowance means a specific amount that must be included in the Bid Proposal for a specified purpose.

Article, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

Change Order means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract Time.

City means the municipality which has entered into the Contract with Contractor for performance of the Work, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

City Engineer means the City Engineer for City and his or her authorized delegee(s).

Claim means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part; or a written demand by Contractor objecting to the amount of Final Payment.

Contract means the signed agreement between City and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

Contract Documents means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the Notice of Potential Award and Notice to Proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents which are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

Contract Price means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies or equipment following submission of the Bid Proposal.

Contract Time means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

Contractor means the individual, partnership, corporation, or joint-venture that has signed the Contract with City to perform the Work.

Day means a calendar day unless otherwise specified.

Design Professional means the licensed individual(s) or firm(s) retained by City to provide architectural, engineering, or electrical engineering design services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

DIR means the California Department of Industrial Relations.

Drawings has the same meaning as Plans.

Engineer means the City Engineer for the City of Sausalito and his or her authorized delegates.

Excusable Delay is defined in Section 5.3(B), Excusable Delay.

Extra Work means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor's bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

Final Completion means Contractor has fully completed all of the Work required by the Contract Documents to the City's satisfaction, including all punch list items and any required commissioning or training, and has provided the City with all required submittals, including the instructions and manuals, product warranties, and as-built drawings.

Final Payment means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

Furnish means to purchase and deliver for the Project.

Government Code Claim means a claim submitted pursuant to California Government Code § 900 et seq.

Hazardous Materials means any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

Including, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

Inspector means the individual(s) or firm(s) retained or employed by City to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws.

Install means to fix in place for materials, and to fix in place and connect for equipment.

Laws means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work.

Non-Excusable Delay is defined in Section 5.3(D), Non-Excusable Delay.

Plans means the City-provided plans, drawings, details, or graphical depictions of the Project requirements, but does not include Shop Drawings.

Project means the public works project referenced in the Contract.

Project Manager means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegee(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

Recoverable Costs is defined in Section 5.3(F), Recoverable Costs.

Request for Information or **RFI** means Contractor's written request for information about the Contract Documents, the Work or the Project, submitted to City in the manner and format specified by City.

Section, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

Shop Drawings means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.

Specialty Work means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

Specifications means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into the Contract by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

Subcontractor means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors of all tiers, unless otherwise indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

Technical Specifications has the same meaning as Specifications.

Work means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

Work Day or **Working Day**, whether or not capitalized, means a weekday when the City is open for business, and does not include holidays observed by the City.

Worksite means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging, storage, or fabrication.

Article 2 - Roles and Responsibilities

2.1 City.

(A) **City Council.** The City Council has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Engineer.

(B) **Engineer.** The Engineer, acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and

conclusive within the scope of his or her authority, including interpretation of the Contract Documents.

(C) **Project Manager.** The Project Manager assigned to the Project will be the primary point of contact for the Contractor and will serve as City's representative for daily administration of the Project on behalf of City. Unless otherwise specified, all of Contractor's communications to City (in any form) will go to or through the Project Manager. City reserves the right to reassign the Project Manager role at any time or to delegate duties to additional City representatives, without prior notice to or consent of Contractor.

(D) **Design Professional.** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change Order. The Design Professional's duties may include review of Contractor's submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings. The Design Professional's interpretation of the Plans or Specifications is final and conclusive.

2.2 Contractor.

(A) **General.** Contractor must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economical and efficient manner in the best interests of City, and with minimal inconvenience to the public.

(B) **Responsibility for the Work and Risk of Loss.** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by City or specified in the Contract Documents. From the date of commencement of the Work until either the date on which City formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism or theft.

(C) **Project Administration.** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) **On-Site Superintendent.** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to City, and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor will be bound by the

superintendent's communications to City. City's approval of the superintendent is required before the Work commences. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) **Standards.** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents and Laws and applicable manufacturer's recommendations. Contractor has a material and ongoing obligation to provide true and complete information, to the best of its knowledge, with respect to all records, documents, or communications pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

(F) **Meetings.** Contractor, its project manager, superintendent and any primary Subcontractors requested by City, must attend a pre-construction conference, if requested by City, as well as weekly Project progress meetings scheduled with City. If applicable, Contractor may also be required to participate in coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by City, other contractors, or other utility owners.

(G) **Construction Records.** Contractor will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor will maintain copies of all subcontracts, Project-related correspondence with subcontractors, and records of meetings with Subcontractors. Upon request by the City, Contractor will permit review of and/or provide copies of any of these construction records.

(H) **Responsible Party.** Contractor is solely responsible to City for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon City's written request, Contractor must promptly and permanently remove from the Project, at no cost to City, any employee or Subcontractor or employee of a Subcontractor who the Engineer has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(I) **Correction of Defects.** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in any way, including workmanship, materials, parts or equipment. Workmanship, materials, parts or equipment that do not conform to the requirements under the Plans, Specifications and every other Contract Document, as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by City, and any Extra Work performed without City's prior written approval. If Contractor fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from City, or within the time specified in City's notice to correct, City

may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If City elects to correct defective Work due to Contractor's failure or refusal to do so, City or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on City property, in order to effectuate the correction, at no extra cost to City. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by City's actions to correct defective Work under these circumstances. Alternatively, City may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor. This paragraph applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

(J) **Contractor's Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (G), above. Project records subject to this provision include complete Project cost records and records relating to preparation of Contractor's bid, including estimates, take-offs, and price quotes or bids.

(1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after City's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's Project records relating to the Project or to investigate Contractor's plant or equipment during Contractor's normal business hours. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.

(K) **Copies of Project Documents.** Contractor and its Subcontractors must keep copies, at the Project site, of all Work-related documents, including the Contract, permit(s), Plans, Specifications, Addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to City for reference at all times during construction of the Project.

2.3 Subcontractors.

(A) **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequate trained workforce. Each Subcontractor must obtain a City business license before performing any Work.

(B) **Contractual Obligations.** Contractor must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Contractor will provide that the rights that each Subcontractor may have against any manufacturer or supplier for breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to City. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) **Termination.** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to City, subject to the prior rights of any surety, but only if and to the extent that City accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) **Substitution of Subcontractor.** If Contractor requests substitution of a listed Subcontractor under Public Contract Code § 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing, and any increased subcontract cost to perform the Work that was to be performed by the listed Subcontractor. If City determines that a Subcontractor is unacceptable to City based on the Subcontractor's failure to satisfactorily perform its Work, or for any of the grounds for substitution listed in Public Contract Code § 4107(a), City may request removal of the Subcontractor from the Project. Upon receipt of a written request from City to remove a Subcontractor pursuant to this paragraph, Contractor will immediately remove the Subcontractor from the Project and, at no further cost to City, will either (1) self-perform the remaining Work to the extent that Contractor is duly licensed and qualified to do so, or (2) substitute a Subcontractor that is acceptable to City, in compliance with Public Contract Code § 4107, as applicable.

2.4 Coordination of Work.

(A) **Concurrent Work.** City reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project site while the Work is being performed for the Project. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by City. To the full extent permitted by law, Contractor must hold harmless and indemnify City against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any utility company or agency or another contractor or subcontractor.

(B) **Coordination.** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify City if work performed by others, including work or activities performed by City's own forces, is operating to hinder, delay, or interfere with Contractor's timely

performance of the Work. City reserves the right to backcharge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

2.5 Submittals. Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance, all schedules, Shop Drawings, samples, product data, and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the Special Conditions or Specifications. The Engineer may require submission of a submittal schedule at or before a pre-construction conference, as may be specified in the Notice to Proceed.

(A) **General.** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) **Time and Manner of Submission.** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current City-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

(C) **Required Contents.** Each submittal must include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

(D) **Required Corrections.** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal.

(E) **Effect of Review and Acceptance.** Review and acceptance of a submittal by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by City is not an assumption of risk or liability by City.

(F) **Enforcement.** Any Work performed or any material furnished, installed, fabricated or used without City's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of City, including costs for the Design Professional, Project Manager, or Inspector.

(G) **Excessive RFIs.** A RFI will be considered excessive or unnecessary if City determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. City's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

2.6 Shop Drawings. When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by City, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If City requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components

requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by City does not relieve Contractor of Contractor's responsibility.

- 2.7 Access to Work.** Contractor must afford prompt and safe access to any Worksite by City and its employees, agents, or consultants authorized by City; and upon request by City, Contractor must promptly arrange for City representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.
- 2.8 Personnel.** Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel, may not be re-employed or permitted on the Project in any capacity without City's prior written consent.

Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

(A) **Plans and Specifications.** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the drawing(s) at issue are dated later than the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusions.

(B) **Duty to Notify and Seek Direction.** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Engineer and wait for a response from City before proceeding further with the related Work. The RFI must notify City of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining City's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or

defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Engineer is Non-Excusable Delay. If Contractor believes that City's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents. (See Article 5 and 6.)

(C) **Figures and Dimensions.** Figures control over scaled dimensions.

(D) **Technical or Trade Terms.** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) **Measurements.** Contractor must verify all relevant measurements in the Contract Documents and at the Project site before ordering any material or performing any Work, and will be responsible for the correctness of those measurements or for costs that could have been avoided by independently verifying measurements.

(F) **Compliance with Laws.** The Contract Documents are intended to comply with Laws and will be interpreted to comply with Laws.

3.2 Order of Precedence. Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

- (A) Change Orders;
- (B) Addenda;
- (C) Contract;
- (D) Notice to Proceed;
- (E) Attachment B – Federal Contract Requirements (only if used);
- (F) Special Conditions;
- (G) General Conditions;
- (H) Payment and Performance Bonds;
- (I) Specifications;
- (J) Plans;
- (K) Notice of Potential Award;
- (L) Notice Inviting Bids;
- (M) Attachment A – Federal Bidding Requirements (only if used);
- (N) Instructions to Bidders;
- (O) Contractor's Bid Proposal and attachments;
- (P) The City's standard specifications, as applicable; and
- (Q) Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications or Caltrans Special Provisions.

3.3 Caltrans Standard Specifications. Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Caltrans Standard Specifications"), including the most current amendments as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Caltrans Standard Specifications or Special Provisions:

(A) **Limitations.** The “General Provisions” of the Caltrans Standard Specifications, i.e., sections 1 through 9, do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

(B) **Conflicts or Inconsistencies.** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications or Special Provisions and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.

(C) **Meanings.** Terms used in the Caltrans Standard Specifications or Special Provisions are to be interpreted as follows:

(1) Any reference to the “Engineer” is deemed to mean the City Engineer.

(2) Any reference to the “Special Provisions” is deemed to mean the Special Conditions, unless the Caltrans Special Provisions are expressly included in the Contract Documents listed in Section 2 of the Contract.

(3) Any reference to the “Department” or “State” is deemed to mean City.

3.4 For Reference Only. Contractor is responsible for the careful review of any document, study, or report provided by City or appended to the Contract Documents solely for informational purposes and identified as “For Reference Only.” Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

3.5 Current Versions. Unless otherwise specified by City, any reference to standard specifications, technical specifications, or any City or state codes or regulations means the latest specification, code or regulation in effect at the time the Contract is signed.

3.6 Conformed Copies. If City prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets and one copy of the electronic file in PDF format. It is Contractor’s responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor’s sole expense.

3.7 Ownership. No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

Article 4 - Bonds, Indemnity, and Insurance

4.1 Payment and Performance Bonds. Within ten days following issuance of the Notice of Potential Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, and each

executed by Contractor and its surety using the bond forms included with the Contract Documents.

(A) **Surety.** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.

(B) **Supplemental Bonds for Increase in Contract Price.** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.

4.2 Indemnity. To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. Contractor waives any right to express or implied indemnity against any Indemnitee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

4.3 Insurance. No later than ten days following issuance of the Notice of Potential Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract, through the date of City's acceptance of the Project. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of the required insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification obligations under this Contract.

(A) **Policies and Limits.** The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:

(1) *Commercial General Liability ("CGL") Insurance:* The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general

liability form, and must include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protected coverage, contractual liability, products and completed operations, and broad form property damage, with limits of at least \$2,000,000 per occurrence and at least \$4,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.

(2) *Automobile Liability Insurance:* The automobile liability insurance policy must provide coverage of at least \$2,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability.

(3) *Workers' Compensation Insurance and Employer's Liability:* The workers' compensation and employer's liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least \$1,000,000 or as otherwise required by the statute. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

(4) *Pollution Liability Insurance:* The pollution liability insurance policy must be issued on an occurrence basis, providing coverage of at least \$2,000,000 for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.

(5) *Builder's Risk Insurance:* The builder's risk insurance policy must be issued on an occurrence basis, for all-risk or "all perils" coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City.

(B) **Notice.** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case ten days written notice must be made to City.

(C) **Waiver of Subrogation.** Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against City.

(D) **Required Endorsements.** The CGL policy, automobile liability policy, pollution liability policy, and builder's risk policy must include the following specific endorsements:

(1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or an equivalent form approved by the City.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss.

(4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(E) **Contractor's Responsibilities.** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage.

(F) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of \$100,000 are subject to approval by the City's Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If the City's Risk Manager determines that the deductibles are unacceptably high, at City's option, Contractor must either reduce or eliminate the deductibles as they apply to City and all required Additional Insured; or must provide a financial guarantee, to City's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

(G) **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder's risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the City's Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the City, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

Article 5 - Contract Time

5.1 Time is of the Essence. Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) **General.** Contractor must commence the Work on the date indicated in the Notice to Proceed and must fully complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed.

(B) **Authorization.** Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(C) **Rate of Progress.** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If City determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City's directive in this regard, City may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use City's own forces to achieve the necessary rate of progress. Alternatively, City may terminate the Contract based on Contractor's default.

5.2 Schedule Requirements. Contractor must prepare all schedules using standard, commercial scheduling software acceptable to the Engineer, and must provide the schedules in electronic and paper form as requested by the Engineer. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) **Baseline (As-Planned) Schedule.** Within ten calendar days following City's issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), Contractor must submit to City for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

(1) **Specialized Materials Ordering.** Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase orders date(s).

(B) **City's Review of Schedules.** City will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and, within seven days, must correct the schedule to address the exceptions. City's review or acceptance of Contractor's schedules will not operate to waive or limit Contractor's duty to complete the Project within the Contract Time, nor to waive or limit City's right to assess liquidated damages for Contractor's unexcused failure to do so.

(C) **Progress Schedules.** After City accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by City, for review and acceptance with each application for a progress payment, or when otherwise specified by City, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts

to the critical path. Contractor must also submit periodic reports to City of any changes in the projected material or equipment delivery dates for the Project.

(1) *Float*. The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.

(2) *Failure to Submit Schedule*. Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which City has noted exceptions that are not corrected, City may withhold up to ten percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and City has accepted the schedule. In addition, Contractor's failure to comply with the schedule requirements in this Section 5.2 will be deemed a material default and a waiver of any claims for Excusable Delay or loss of productivity arising during any period when Contractor is out of compliance, subject only to the limits of Public Contract Code § 7102.

(D) **Recovery Schedule**. If City determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(E) **Effect of Acceptance**. Contractor and its Subcontractors must perform the Work in accordance with the most current City-accepted schedule unless otherwise directed by City. City's acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect City's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

(F) **Posting**. Contractor must at all times prominently post a copy of the most current City-accepted progress or recovery schedule in its on-site office.

(G) **Reservation of Rights**. City reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by City or others, or to facilitate City's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) **Authorized Working Days and Times**. Contractor is limited to working Monday through Friday, excluding holidays, during City's normal business hours, except as provided in the Special Conditions or as authorized in writing by City. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

5.3 Delay and Extensions of Contract Time.

(A) **Notice of Delay**. If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that City has a reasonable opportunity to mitigate or avoid the delay.

(B) **Excusable Delay.** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, and diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

(C) **Weather Delays.** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, City-approved schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

(1) Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.

(2) Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

(3) Contractor must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

(D) **Non-Excusable Delay.** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight and diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

(1) Weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;

(2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;

(3) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;

- (4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;
- (5) Contractor's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;
- (6) performance or non-performance by Contractor's Subcontractors or suppliers;
- (7) the time required to respond to excessive RFIs (see Section 2.5(G));
- (8) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;
- (9) time required for repair of, re-testing, or re-inspection of defective Work;
- (10) enforcement of Laws by City, or outside agencies with jurisdiction over the Work; or
- (11) City's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

(E) **Compensable Delay.** Pursuant to Public Contract Code § 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay. Delay due to causes that are beyond the control of either City or Contractor, including Weather Delay Days, discovery of Historic or Archeological Items pursuant to Section 7.18, or the actions or inactions of third parties or other agencies, is not Compensable Delay, and will only entitle Contractor to an extension of time commensurate with the time lost due to such delay.

(F) **Recoverable Costs.** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by City. Recoverable Costs will not include home office overhead or lost profit.

(G) **Request for Extension of Contract Time or Recoverable Costs.** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within ten calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-

efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

(1) *Required Contents.* The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.

(2) *Delay Days and Costs.* The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City.

(4) *Burden of Proof.* Contractor has the burden of proving that: the delay was an Excusable or Compensable Delay, as defined above; Contractor has fully complied with its scheduling obligations in Section 5.2, Schedule Requirements; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) *Legal Compliance.* Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code § 7102.

(6) *No Waiver.* Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City's right to assess liquidated damages for Non-Excusable Delay.

(7) *Dispute Resolution.* In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on City's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

5.4 Liquidated Damages. It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code § 7203, if Contractor fails to achieve Final Completion within the Contract Time, City will charge Contractor in the amount specified in the Contract for each day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty.

(A) **Liquidated Damages.** Liquidated damages will not be assessed for any Excusable or Compensable Delay, as set forth above.

(B) **Milestones.** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) **Setoff.** City is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Payment, or unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.

(D) **Occupancy or Use.** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute City's acceptance of the Project and will not operate as a waiver of City's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

(E) **Other Remedies.** City's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. City retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, or other liability caused by Contractor.

Article 6 - Contract Modification

6.1 Contract Modification. Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, including a "no-cost" Change Order or a unilateral Change Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Contractor's warranty obligations pursuant to Article 11 or any obligations of Contractor's bond sureties.

(A) **City-Directed Changes.** City may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set forth in subsection (C) below, or deletion or modification of portions of the Work. Contractor must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation for cost savings resulting from "value engineering" pursuant to Public Contract Code § 7101, except to the extent authorized in advance by City in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.

(B) **Disputes.** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change

in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. Likewise, in the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by City. If Contractor refuses to perform the Work in dispute, City may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, City may elect to terminate the Contract for convenience or for cause. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(C) **Extra Work.** City may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs ("Extra Work Report"). The Engineer will make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of the Work. When an Extra Work Report(s) is agreed on and signed by both City and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

(D) **Minor Changes and RFIs.** Minor field changes, including RFI replies from City, that do not affect the Contract Price or Contract Time and that are approved by the Engineer acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from City, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

(E) **Remedy for Non-Compliance.** Contractor's failure to promptly comply with a City-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

6.2 Contractor Change Order Requests. Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) **Time for Submission.** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within ten calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If City

requests that Contractor propose the terms of a Change Order, unless otherwise specified in City's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving City's request, in a form satisfactory to the Engineer.

(B) **Required Contents.** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, subcontract amounts, and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) **Required Documentation.** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions. Upon request, Contractor must permit City to inspect its original and unaltered bidding records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.

(D) **Required Form.** Contractor must use City's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by City.

(E) **Certification.** All Change Order requests must be signed by Contractor and must include the following certification:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any known or foreseeable costs, expenses, or time extension requests not included herein, are deemed waived."

6.3 Adjustments to Contract Price. The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to City-authorized time and material Work, and does not apply to any other payments to Contractor. For Work items or components that are deleted in their entirety, Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of the City's intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

(A) **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or in a post-award schedule of values pursuant to Section 8.1, Schedule of Values, will apply to determine the price for the affected Work, to the extent applicable unit prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) **Lump Sum.** A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.

(C) **Time and Materials.** On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by City in advance of Contractor's performance of the Work and subject to any not-to-exceed limit. Time and materials compensation for increased costs or Extra Work (but not decreased costs or deleted Work), will include allowed markup for overhead, profit, and other indirect costs,

and which may include a not-to-exceed limit, calculated as the total of the following sums, the cumulative total of which may not exceed the maximum markup rate of 15%:

- (1) All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;
- (2) All direct material costs provided by the Contractor, including sales tax, plus 15% markup;
- (3) All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;
- (4) All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and
- (5) Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

6.4 Unilateral Change Order. If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the amount of compensation or added time that the City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

6.5 Non-Compliance Deemed Waiver. Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

Article 7 - General Construction Provisions

7.1 Permits, Fees, Business License, and Taxes.

(A) **Permits, Fees, and City Business License.** Contractor must obtain and pay for all permits, fees, or licenses required to perform the Work, including a City business license. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all records of permits and permit applications, payment of required fees, and any licenses required for the Work.

(B) **Taxes.** Contractor must pay for all taxes on labor, material and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.

7.2 Temporary Facilities. Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be approved by the City prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Contractor must fence and screen the Project site and, if applicable, any separate Worksites, including the staging area, and its operation must

minimize inconvenience to neighboring properties. Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

(A) **Utilities.** Contractor must install and maintain the power, water, sewer and all other utilities required for the Project site, including the piping, wiring, internet and wifi connections, and any related equipment necessary to maintain the temporary facilities.

(B) **Removal and Repair.** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

7.3 Noninterference and Site Management. Contractor must avoid interfering with City's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

(A) **Offsite Acquisition.** Unless otherwise provided by City, Contractor must acquire, use and dispose of, at its sole expense, any additional Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.

(B) **Offsite Staging Area and Field Office.** If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space. Before using or occupying any property owned by a third party, Contractor must provide City with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding City harmless from any related liability, in a form acceptable to the City Attorney.

(C) **Traffic Management.** Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure the public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, or pedestrian traffic.

7.4 Signs. No signs may be displayed on or about City's property, except signage which is required by Laws or by the Contract Documents, without City's prior written approval as to size, design, and location.

7.5 Project Site and Nearby Property Protections.

(A) **General.** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the City has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by City, Contractor must confine its operations to the area of the Project site indicated in the Plans and Specifications. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, City's property, the property of adjacent or nearby property

owners and the work or personal property of other contractors working for City, including damage related to Contractor's failure to adequately secure the Work or any Worksite.

(1) Subject to City's approval, Contractor will provide and install safeguards to protect the Work; any Worksite, including the Project site; City's real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections.

(2) City wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify City and establish a plan, subject to City's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

(3) Contractor must remove with due care, and store at City's request, any objects or material from the Project site that City will salvage or reuse at another location.

(4) If directed by Engineer, Contractor must promptly repair or replace any property damage, as specified by the Engineer. However, acting in its sole discretion, City may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

(5) Contractor will not permit any structure or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure or infrastructure.

(B) **Securing Project Site.** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless City approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from City.

(C) **Unforeseen Conditions.** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Plans or apparent from inspection of the Project site, Contractor must immediately notify the City and promptly submit a Request for Information to obtain further directions from the Engineer. Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's written response will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

(D) **Support; Adjacent Properties.** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to City's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.

(E) **Notification of Property Damage.** Contractor must immediately notify the City of damage to any real or personal property resulting from Work on the Project. Contractor must immediately provide a written report to City of any such property damage in excess

of \$500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Contractor or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with another government agency, Contractor will provide a copy of the report to City.

7.6 Materials and Equipment.

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

(B) **City-Provided.** If the Work includes installation of materials or equipment to be provided by City, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify City of any defects discovered in City-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices or processes that are incorporated into the Work. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights in violation of this provision.

7.7 Substitutions.

(A) **"Or Equal."** Any Specification designating a material, product, or thing (collectively, "item") or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service. Unless otherwise stated in the Specifications, any reference to a specific brand or trade name for an item that is used solely for the purpose of describing the type of item desired, will be deemed to be followed by the words "or equal." A substitution will only be approved if it is a true "equal" item in every aspect of design, function, and quality, as determined by City, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

(B) **Request for Substitution.** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.

(C) **Substantiation.** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor's failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(D) **Burden of Proving Equality.** Contractor has the burden of proving the equality of the proposed substitution at Contractor's sole cost. City has sole discretion to determine whether a proposed substitution is equal, and City's determination is final.

(E) **Approval or Rejection.** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by City.

(F) **Contractor's Obligations.** City's approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

7.8 Testing and Inspection.

(A) **General.** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by City at all times and locations during construction and/or fabrication and at any Worksite, including at shops and yards as well as at the Project site. All manufacturers' application or installation instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection. Neither City's inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor's duty to complete the Work in accordance with the Contract Documents.

(B) **Scheduling and Notification.** Contractor must cooperate with City in coordinating the inspections and testing. Contractor must submit samples of materials, at Contractor's expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer no later than noon of the Working Day before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing. Such costs, including the City's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

(C) **Responsibility for Costs.** City will bear the initial cost of inspection and testing to be performed by independent testing consultants retained by City, subject to the following exceptions:

(1) Contractor will be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.

(2) Contractor will be responsible for inspection costs, at City's hourly rates, for inspection time lost because the Work is not ready or Contractor fails to appear for a scheduled inspection.

(3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.

(4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.

(5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) **Contractor's Obligations.** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work done without the required inspection(s) will also be subject to rejection by City.

(E) **Distant Locations.** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) **Final Inspection.** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

7.9 Project Site Conditions and Maintenance. Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety, air quality, and dust control. Adequate toilets must be provided, and properly maintained and serviced for all workers on the Project site, located in a suitably secluded area, subject to City's prior approval. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) **Air Emissions Control.** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws.

(B) **Dust and Debris.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor will only use the minimum necessary. Contractor must take all necessary steps to keep waste water out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If City determines that the dust control is not adequate, City may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any

excess excavated material from the Project site and any dirt deposited on public streets.

(C) **Clean up.** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

(1) Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by City, will be Contractor's property.

(2) Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on City streets. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

(D) **Disposal.** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system.

(E) **Completion.** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Contractor must restore to original condition all property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by City.

(F) **Non-Compliance.** If Contractor fails to comply with its maintenance and cleanup obligations or any City clean up order, City may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and the cost will be deducted from any amounts due or to become due to Contractor.

7.10 Instructions and Manuals. Contractor must provide to City three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed for this Project.

(A) **Submittal Requirements.** All manufacturers' application or installation instructions must be provided to City at least ten days prior to the first such application. The instructions and manuals, along with any required guarantees, must be delivered to City for review.

(B) **Training.** Contractor or its Subcontractors must train City's personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

7.11 As-built Drawings. Contractor and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans in order to create accurate record drawings at the end of the Project.

(A) **Duty to Update.** The as-built drawings must be updated as changes occur, on a daily basis if necessary. City may withhold the estimated cost for City to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of City. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) **Final Completion.** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and acceptance as a condition precedent to Final Completion and Final Payment.

7.12 Existing Utilities.

(A) **General.** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation, or any other activity that could damage or disrupt existing utilities. This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be excavated. Except as otherwise provided herein, Contractor will be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Contractor's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7.

(B) **Unidentified Utilities.** Pursuant to Government Code § 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating utility facilities not indicated in the Plans or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by City's failure to provide for removal or relocation of the utility facilities.

7.13 Notice of Excavation. Contractor must comply with all applicable requirements in Government Code §§ 4216 through 4216.5, which are incorporated by reference herein. Government Code § 4216.2 requires that, except in an emergency, Contractor must

contact the appropriate regional notification center, or Underground Services Alert, at least two working days, but not more than 14 calendar days, before starting any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations. Contractor may not begin excavation until it has obtained and submitted to Engineer an inquiry identification number from Underground Services Alert.

7.14 Trenching and Excavations of Four Feet or More. As required by Public Contract Code § 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

(A) **Duty to Notify.** Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if Contractor finds any of the following conditions:

(1) Material that Contractor believes may be a hazardous waste, as defined in § 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing Laws;

(2) Subsurface or latent physical conditions at the Project site differing from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids; or

(3) Unknown physical conditions at the Project site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) **City Investigation.** City will promptly investigate the conditions and if City finds that the conditions materially differ from those indicated, apparent, or reasonably inferred from information about the Project site made available to bidders, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, City will issue a Change Order.

(C) **Disputes.** In the event that a dispute arises between City and Contractor regarding any of the conditions specified in subsection (B) above, or the terms of a Change Order issued by City, Contractor will not be excused from completing the Work within the Contract Time, but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by Laws which pertain to the resolution of disputes between Contractor and City.

7.15 Trenching of Five Feet or More. As required by Labor Code § 6705, if the Contract Price exceeds \$25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to City for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a California registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

7.16 New Utility Connections. Except as otherwise specified, City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify City sufficiently in advance of the time needed to request

service from each utility provider so that connections and services are initiated in accordance with the Project schedule.

7.17 Lines and Grades. Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

7.18 Historic or Archeological Items.

(A) **Contractor's Obligations.** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").

(B) **Discovery; Cessation of Work.** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by City. If required by City, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At City's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.

7.19 Environmental Control. Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into City's storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.

(A) **Stormwater Permit.** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

(B) **Contractor's Obligations.** If required for the Work, a copy of the Stormwater Permit is on file in City's principal administrative offices, and Contractor must comply with it without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other Laws governing discharge of stormwater, including applicable municipal stormwater management programs.

7.20 Noise Control. Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.

- 7.21 Mined Materials.** Pursuant to the Surface Mining and Reclamation Act of 1975, Public Resources Code § 2710 et seq., any purchase of mined materials, such as construction aggregate, sand, gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation included on the AB 3098 List, which is available online at:
<ftp://ftp.consrv.ca.gov/pub/omr/AB3098%20List/AB3908List.pdf>.

Article 8 - Payment

- 8.1 Schedule of Values.** Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. If a Bid Schedule was submitted with Contractor's bid, the amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

(A) **Measurements for Unit Price Work.** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents.

(B) **Deleted or Reduced Work.** Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

- 8.2 Progress Payments.** Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) **Application for Payment.** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Project site, as well as authorized and approved Change Orders. Each payment application must be supported by the unit prices submitted with Contractor's Bid Schedule and/or schedule of values and any other substantiating data required by the Contract Documents.

(B) **Payment of Undisputed Amounts.** City will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code § 20104.50. City will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may withhold additional amounts as set forth in Section 8.3, below.

- 8.3 Adjustment of Payment Application.** City may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. City may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

- (A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.
- (B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Project site, City may deduct an amount based on the estimated cost to repair or replace.
- (C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.
- (D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.
- (E) For any unreleased stop notice, City may withhold 125% of the amount claimed.
- (F) For Contractor's failure to submit any required schedule or schedule update in the manner and within the time specified in the Contract Documents, City may withhold an amount equal to five percent of the total amount requested until Contractor complies with its schedule submittal obligations.
- (G) For Contractor's failure to maintain or submit as-built documents in the manner and within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City's cost to prepare the as-builts.
- (H) For Work performed without Shop Drawings that have been accepted by City, when accepted Shop Drawings are required before proceeding with the Work, City may deduct an amount based on the estimated costs to correct unsatisfactory Work or diminution in value.
- (I) For fines, payments, or penalties assessed under the Labor Code, City may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.
- (J) For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, City may withhold or deduct such amounts from payment otherwise due to Contractor.

8.4 Early Occupancy. Neither City's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

8.5 Retention. City will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment to Payment Application), or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work. Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following City's acceptance of the Project.

- (A) **Substitution of Securities.** As provided by Public Contract Code § 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code § 22300 and will be subject

to approval as to form by City's legal counsel. If City exercises its right to draw upon such securities in the event of default pursuant to section (7) of the statutory Escrow Agreement for Security Deposits in Lieu of Retention, pursuant to subdivision (f) of Public Contract Code § 22300 ("Escrow Agreement"), and if Contractor disputes that it is in default, its sole remedy is to comply with the dispute resolution procedures in Article 12 and the provisions therein. It is agreed that for purposes of this paragraph, an event of default includes City's rights pursuant to these Contract Documents to withhold or deduct sums from retention, including withholding or deduction for liquidated damages, incomplete or defective Work, stop payment notices, or backcharges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances, the successor or delegee of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.

(B) **Release of Undisputed Retention.** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld pursuant to Section 8.3, Adjustment of Payment Application, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by City's governing body or authorized designee pursuant to Section 11.1(C), Acceptance, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete pursuant to Public Contract Code § 7107(c).

8.6 Payment to Subcontractors and Suppliers. Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Project site by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) **Withholding for Stop Notice.** Pursuant to Civil Code § 9358, City will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by City for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

(B) **Joint Checks.** City reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if City determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Project. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by the City Attorney's Office. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

8.7 Final Payment. Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, City reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date

that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.

- 8.8 Release of Claims.** City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written waiver and release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code § 7100. Any disputed amounts may be specifically excluded from the release.
- 8.9 Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

Article 9 - Labor Provisions

- 9.1 Discrimination Prohibited.** Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.
- 9.2 Labor Code Requirements.**
- (A) **Eight Hour Day.** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.
- (B) **Penalty.** Pursuant to Labor Code § 1813, Contractor will forfeit to City as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.
- (C) **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.
- (D) **Notices.** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.
- 9.3 Prevailing Wages.** Each worker performing Work under this Contract that is covered under Labor Code §§ 1720 or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and available online at <http://www.dir.ca.gov/dlsr>. Contractor must post a copy of the applicable prevailing rates at the Project site.
- (A) **Penalties.** Pursuant to Labor Code § 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to \$200.00 for each calendar day, or portion a day, for

each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(B) **Federal Requirements.** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

9.4 Payroll Records. Contractor must comply with the provisions of Labor Code §§ 1776 and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

(A) **Contractor and Subcontractor Obligations.** Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct; and

(2) Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) **Certified Record.** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(C) **Enforcement.** Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

9.5 Labor Compliance. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

Article 10 - Safety Provisions

10.1 Safety Precautions and Programs. Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.

(A) **Reporting Requirements.** Contractor must immediately notify the City of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to City of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.

(B) **Legal Compliance.** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by Laws.

(C) **Contractor's Obligations.** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(D) **Remedies.** If City determines, in its sole discretion, that any part of the Work or Project site is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.

10.2 Hazardous Materials. Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

10.3 Material Safety. Contractor is solely responsible for complying with § 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Safety Data Sheets ("SDS") at the Project site, as required by Laws, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor's employees, Subcontractors, and City.

(A) **Contractor Obligations.** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Project site and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.

(B) **Labeling.** Contractor must ensure proper labeling on any material brought onto the Project site so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

- 10.4 Hazardous Condition.** Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.
- 10.5 Emergencies.** In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the City if, under the circumstances, there is inadequate time to seek prior authorization from the City.

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

(A) ***Final Inspection and Punch List.*** When the Work required by this Contract is fully performed, Contractor must provide written notification to City requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor's primary representative for this Project and its superintendent. Based on that inspection, City will prepare a punch list of any items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include City's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor's failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the City or by a third party retained by the City due to Contractor's failure to timely complete any such outstanding item.

(B) ***Requirements for Final Completion.*** Final Completion will be achieved upon completion or correction of all punch list items, as verified by City's further inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents and submission of all final submittals, including instructions and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11, all to City's satisfaction.

(C) ***Acceptance.*** The Project will be considered accepted upon City Council action during a public meeting to accept the Project, unless the Engineer is authorized to accept the Project, in which case the Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, the City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

(D) ***Final Payment and Release of Retention.*** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, City may

withhold up to 150% of City's estimated cost to complete each of the remaining items from Final Payment and may use the withheld retention to pay for the costs to self-perform the outstanding items or to retain a third party to complete any such outstanding punch list item.

11.2 Warranty.

(A) **General.** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) **Warranty Period.** Contractor's warranty must guarantee its Work for a period of one year from the date of Project acceptance (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) **Warranty Documents.** As a condition precedent to Final Completion, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) **Subcontractors.** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.

(E) **Contractor's Obligations.** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period. Work performed during the Warranty Period ("Warranty Work") will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to City's satisfaction.

(F) **City's Remedies.** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by City, or sooner if required by the circumstances, City may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse City for its costs in accordance with subsection (H), below.

(G) **Emergency Repairs.** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, City may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse City for its costs in accordance with subsection (H), below.

(H) **Reimbursement.** Contractor must reimburse City for its costs to repair under subsections (F) or (G), above, within 30 days following City's submission of a demand for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein in addition to any and all costs City incurs to correct the defective Work.

11.3 Use Prior to Final Completion. City reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if City has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion. City will notify Contractor in writing of its intent to occupy or make use of the Project or any portions of the Project, pursuant to this provision.

(A) **Non-Waiver.** Occupation or use of the Project, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of City's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) **City's Responsibility.** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract Time.

11.4 Substantial Completion. For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to City acceptance of the Project, except for warranty work performed under this Article.

Article 12 - Dispute Resolution

12.1 Claims. This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) **Definition.** "Claim" means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for a change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, when the demand has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by City, in whole or in part. A Claim may also include that portion of a unilateral Change Order that is disputed by the Contractor.

(B) **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(C) **Scope of Article.** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount and applies in addition to the provisions of Public Contract Code § 9204 and § 20104 et seq., which are incorporated by reference herein.

(D) **No Work Delay.** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of a Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

(E) **Informal Resolution.** Contractor will make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Contractor and City.

12.2 Claims Submission. The following requirements apply to any Claim subject to this Article:

(A) **Substantiation.** The Claim must be submitted to City in writing, clearly identified as a "Claim" submitted pursuant to this Article 12 and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

(B) **Claim Format and Content.** A Claim must be submitted in the following format:

(1) Provide a cover letter, specifically identifying the submission as a "Claim" submitted under this Article 12 and specifying the requested remedy (e.g., amount of proposed change to Contract Price and/or change to Contract Time).

(2) Provide a summary of each Claim, including underlying facts and the basis for entitlement, and identify each specific demand at issue, including the specific Change Order request (by number and submittal date), and the date of City's rejection of that demand, in whole or in part.

(3) Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim, and include the following for each separate issue or Claim:

- a. A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;
- b. Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);
- c. A chronology of relevant events; and

d. Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.

(4) Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in the Contract Price or Contract Time is not yet known, Contractor must provide a good faith estimate, including the basis for that estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.

(5) Include the following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Contractor warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived."

(C) **Submission Deadlines.**

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 15 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change Order must be submitted within 15 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment, under Section 8.7, Final Payment.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. **Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.**

12.3 City's Response. City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and Contractor or as otherwise allowed under Public Contract Code § 9204. However, if City determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim.

(A) **Additional Information.** If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor. If Contractor's Claim is based on estimated amounts, Contractor has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.

(B) **Non-Waiver.** Any failure by City to respond within the times specified above will not be construed as acceptance of the Claim, in whole or in part, or as a waiver of any provision of these Contract Documents.

12.4 Meet and Confer. If Contractor disputes City's written response, or City fails to respond within the specified time, within 15 days of receipt of City's response or within 15 days of City's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify City of the dispute in writing sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to dispute City's response in writing within the specified time, Contractor's Claim will be deemed waived.

(A) **Schedule Meet and Confer.** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) **Location for Meet and Confer.** The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) **Written Statement After Meet and Confer.** Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) **Submission to Mediation.** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

12.5 Mediation and Government Code Claims.

(A) **Mediation.** Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code § 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and mediation fees equally, but each party is otherwise solely and separately responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.

(B) **Government Code Claims.**

(1) Timely presentation of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract. Compliance with the Claim submission requirements in this Article 12 is a condition precedent to filing a Government Code Claim.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

- 12.6 Tort Claims.** This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.
- 12.7 Arbitration.** It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.
- 12.8 Burden of Proof and Limitations.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The City will not be directly liable to any Subcontractor or supplier.
- 12.9 Legal Proceedings.** In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the City's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the City reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.
- 12.10 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

- 13.1 Suspension for Cause.** In addition to all other remedies available to City, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, City may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to City's satisfaction.

(A) **Failure to Comply.** Contractor will not be entitled to an increase in the Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

(B) **No Duty to Suspend.** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

13.2 Suspension for Convenience. City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by City except for taking measures to protect completed or in-progress Work as directed in the suspension notice. The Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of suspension notice. However, the time for completing the Project will only be extended if the suspension causes or will cause delay in Final Completion. If Contractor disputes the terms of a Change Order issued for such equitable adjustment due to suspension, its sole recourse is to comply with the Claim procedures in Article 12.

13.3 Termination for Default. City may declare that Contractor is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

(A) **Default.** Events giving rise to a declaration of default include Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Contractor's refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage; Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration; dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity; unauthorized assignment of Contractor's rights or duties under the Contract; or any material breach of the Contract requirements.

(B) **Notice of Default and Opportunity to Cure.** Upon City's declaration that Contractor is in default due to a material breach of the Contract Documents, if City determines that the default is curable, City will afford Contractor the opportunity to cure the default within ten days of City's notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable.

(C) **Termination.** If Contractor fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, City may issue written notice to Contractor and its performance bond surety of City's termination of the Contract for default.

(D) **Waiver.** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond within seven calendar days from the date of the notice of termination pursuant to paragraph (C), City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any

other means that City determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by City to complete the Work following termination, where "additional cost" means all cost in excess of the cost City would have incurred if Contractor had timely completed Work without the default and termination. In addition, City will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Project and located at the Project site or any Worksite on City property for the purposes of completing the remaining Work.

(E) **Compensation.** Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to City of all equipment and materials for the Project for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to City's rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and excluding any costs Contractor incurs as a result of the termination, including any cancellation or restocking charges or fees due to third parties. If Contractor disputes the amount of compensation determined by City, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of the total compensation to be paid by City.

(F) **Wrongful Termination.** If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including special or consequential damages, lost opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

13.4 Termination for Convenience. City reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

(A) **Compensation to Contractor.** In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

(1) **Completed Work.** The value of its Work satisfactorily performed as of the date notice of termination is received, based on Contractor's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

(2) **Demobilization.** Demobilization costs specified in the schedule of values, or if demobilizations cost were not provided in a schedule of values pursuant to Section 8.1, then based on actual, reasonable, and fully documented demobilization costs; and

(3) **Termination Markup.** Five percent of the total value of the Work performed as of the date of notice of termination, including reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, and demobilization costs, which is deemed to cover all overhead and profit to date.

(B) **Disputes.** If Contractor disputes the amount of compensation determined by City pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of total compensation to be paid by City.

13.5 Actions Upon Termination for Default or Convenience. The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

(A) **General.** Upon termination City may immediately enter upon and take possession of the Project and the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Contractor will transfer title to and deliver all completed Work and all Work in progress to City.

(B) **Submittals.** Unless otherwise specified in the notice of termination, Contractor must immediately submit to City all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors, manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

(C) **Close Out Requirements.** Except as otherwise specified in the notice of termination, Contractor must comply with all of the following:

(1) Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with City's instructions for cessation of labor and securing the Project and any other Worksite(s).

(2) Comply with City's instructions to protect the completed Work and materials, using best efforts to minimize further costs.

(3) Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated.

(4) As directed in the notice, Contractor must assign to City or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior rights, if any, of the surety for Contractor's performance bond, and settle all outstanding liabilities and claims, subject to City's approval.

(5) As directed in the notice, Contractor must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to City.

(D) **Payment Upon Termination.** Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor will submit its request for Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance to the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.

(E) **Continuing Obligations.** Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of

the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

Article 14 - Miscellaneous Provisions

- 14.1 Assignment of Unfair Business Practice Claims.** Under Public Contract Code § 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.
- 14.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.
- 14.3 Waiver.** City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.
- 14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.
- 14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that that bids were due.
- 14.6 Survival.** The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6, of Section 12, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS

Special Conditions

1.01. **TIME FOR COMPLETION:** The Contractor shall begin sewer cleaning and condition assessment services within seven (7) calendar days following issuance of the notice to proceed. The contractor by submitting a bid proposal for this project understands that expediency is needed to complete the work as promptly as possible such that the city anticipates issuing the notice to proceed within 10 days of the contract award and the contractor shall start work as soon as possible. The maximum completion time allowed for the Base Bid Work is ninety (90) calendar days from the Notice to Proceed.

1.01.1 **Bid Alternative Time of Completion:** If the City chooses to award Bid Alternatives the following time of compensation shall be added to the contract calendar days:

If Bid Alternative A is awarded an additional 30 calendar days are added to the Time of Completion for a total of 120 calendar days.

If Bid Alternative B is awarded an additional 20 calendar days are added to the Time of Completion for a total of 140 calendar days.

1.02. **LIQUIDATED DAMAGES.** Following are the amounts for liquidated damages to be assessed under the General Conditions.

a. Failure to Meet Completion Date: \$500/day

1.03. **PUBLIC NOTIFICATION.** At least forty-eight (48) hours prior to the start of work that will affect property access, wastewater flow, parking, or traffic circulation, the Contractor shall provide notice to affected homeowners of the impending construction activity.

1.04 **Authorized Work Days and Hours.**

1.04.1 Authorized Work Days. Except as expressly authorized in writing by City, Contractor is limited to performing Work on the Project on the following days of the week, excluding holidays observed by City:

Monday through Friday

The City may authorize work on Saturdays upon written request from the contractor.

1.04.2 Authorized Work Hours. Except as expressly authorized in writing by City, Contractor is limited to performing Work on the Project during the following hours:

Weekdays from 8:00 AM to 5:00 PM.

Saturdays from 9:00 AM to 5:00 PM

1.05 Pre-Construction Conference. City will designate a date and time for a pre-construction conference with Contractor following Contract execution. Project administration procedures and coordination between City and Contractor will be discussed, and Contractor must present City with the following information or documents at the meeting for City's review and acceptance before the Work commences:

- 1.05.1 Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;
- 1.05.2 List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
- 1.05.3 Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;
- 1.05.4 If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;
- 1.05.5 Draft baseline schedule for the Work as required under Section 5.2, to be finalized within ten days after City issues the Notice to Proceed;
- 1.05.6 Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;
- 1.05.7 Schedule with list of Project submittals that require City review, and list of the proposed material suppliers;
- 1.05.8 Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
- 1.05.9 Videotape and photographs recording the conditions throughout the pre-construction Project site, showing the existing improvements and current condition of the curbs, gutters, sidewalks, signs, landscaping, streetlights, structures near the Project such as building faces, canopies, shades and fences, and any other features within the Project area limits;
- 1.05.10 If requested by City, Contractor's cash flow projections; and
- 1.05.11 Any other documents specified in the Special Conditions or Notice of Potential Award.

1.06 Normal Weather Delay Days. This provision is intended to supplement the requirements of General Conditions Section 5.2 on Schedule Requirements and Section 5.3 on Delays and Extensions of Contract Time. Based on historic records for the Project location, Contractor's schedule should assume the following number of normal Weather Delay Days for each month:

Month	# Normal Weather Delay Days
January	6
February	5
March	2
April	2
May	0
June	0
July	0
August	0
September	0
October	1
November	1
December	5

Weather Delay Days which do not occur during a given month based on the number of days allocated for that month (above) do not carry over to another month.

1.07 Construction Manager Role and Authority. The City shall assign a construction manager to this project. The Construction Manager will assist City in the management of the construction of the Project. The Construction Manager may perform services in the areas of supervision and coordination of the work of Contractor and/or other contractors, scheduling the Work, monitoring the progress of the Work, providing City with evaluations and recommendations concerning the quality of the Work, recommending the approval of progress payments to Contractor, or other services for the Project in accordance with the Construction Manager's contract with City.

1.07.1 Communications. Contractor must submit all notices and communications relating to the Work directly to the Construction Manager in writing, as follows:

Eric Graham or Pat Guasco

With a copy to the Engineer:

Andrew Davidson

1.07.2 On-Site Management and Communication Procedures. The Construction Manager will provide and maintain a management team on the Project site to provide contract administration as an agent of City, and will establish and implement coordination and communication procedures among City, the Design Professional, Contractor, and others.

The work of cleaning and televising sanitary systems will require the contractor to update City staff of proposed locations of cleaning a minimum of one week in advance of the work. Some locations may require coordination with other agencies to relocate vehicles and post no parking signs. The contractor shall post such signs a minimum of 5 days in advance of the work and shall work closely with the City to safely and efficiently facilitate this activity.

The contract shall follow all protocol measures in relation to working with and around sanitary systems such that additional filtrations measures or equipment may be necessary for the contractor to perform the work described herein. The contractor price paid for implementing these measures including coordination measures and safety measures to prevent sanitary spills shall be included in the various bid items and no separate payment for these measures will be made.

1.07.3 Contract Administration Procedures. The Construction Manager will establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract Documents, Shop Drawings, samples, other submittals, schedule adjustments, Change Order proposals, written proposals for substitutions, payment applications, and maintenance of logs.

1.07.4 Pre-Construction Conference. Contractor will attend the pre-construction conference, during which the Construction Manager will review the Contract administration procedures and Project requirements.

1.07.5 Contractor's Construction Schedule. The Construction Manager will review Contractor's construction schedules and will verify that each schedule is prepared in accordance with the requirements of the Contract Documents.

END OF SPECIAL CONDITIONS

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 GENERAL

- A. Measurements of the completed work shall be in accordance with, and by instruments and devices calibrated to United States Standard Measures and the units of measurement for payment, and the limits thereof, shall be made as shown on the Drawings, Specifications, General Requirements, and Supplementary Conditions.

1.02 UNITS OF MEASUREMENT

- A. Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

1.03 CERTIFIED WEIGHTS

- A. When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales, or when approved by the Engineer, on a completely automated weighing and recording system. The Contractor shall furnish the Engineer with duplicate licensed weighmaster's certificates showing the actual net weights. The City will accept the certificates as evidence of the weights delivered.

1.04 METHODS OF MEASUREMENT

- A. Materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the method stipulated in the particular sections involved. In determining quantities, all measurements shall be made in a horizontal plane unless otherwise specified.
- B. Payment for the various items of work shall include full compensation for the furnishing of all overhead, labor, material, tools, equipment, and appurtenances necessary to complete the work as specified. Each item shall be complete with all necessary connections and appurtenances for the satisfactory use and operation of said item. All connections, testing, cleanup, and related work must be completed to provide a complete operable system. No additional payment will be made for work related to each item unless specifically noted or specified. Measurement will be for in-place completed work with no allowance for waste.
- C. Quantities of material wasted or disposed of in a manner not called for under the Contract; or rejected loads of material, including material rejected after it has been placed by reason of failure of the Contractor to conform to the provisions of the Contract; or material not unloaded from the transporting vehicle; or material placed outside the lines indicated on the plans or given by the Engineer; or material remaining on hand after completion of the Contract, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

1.05 ESTIMATED QUANTITIES

- A. All estimated quantities stipulated in the bid form are approximate and are to be used only as a basis for estimating the probable cost of the work and/or for the purpose of comparing the bids submitted for the work. The actual amounts of work completed under unit price items may differ from estimated quantities. The basis of payment for unit price work will be the actual amount of work completed. Contractor agrees to make no claim for damages, anticipated profits, or otherwise on account of any difference in the amounts of work actually performed, and estimated amounts therefore.

1.06 BID ITEMS

- A. The Bid Amounts for each Bid Item will be used for comparative bid analysis. The Bid amounts will also form the basis of monthly progress payments. Each Lump Sum bid amount will undergo further breakdown as described later in this section. Unit prices for any unit price bid items will be the basis for monthly progress payment determinations and for any changes related to that Work Item.
- B. Bid items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified.
- C. All bid items shall include all miscellaneous items of work as shown and specified, but not otherwise specifically included in any other bid item in this contract.
- D. **BID ITEM 1. Mobilization and Demobilization**
 - 1. Payment shall be calculated as a lump sum percentage of the sum of all other bid items.
 - 2. Includes all work, equipment, and materials not included in other bid items as necessary to complete project. Measurement for payment shall be per "Percentage" of all other bid items. Payment shall be full compensation for, but not limited to, the following:
 - a. Obtaining all bonds.
 - b. Obtaining all required permits, licenses, agreements, certifications, notices of intent, and temporary easements.
 - c. Preparing and implementation of the Storm Water Pollution Prevention Plan (SWPPP).
 - d. Moving onto the site of all equipment, materials and staff including set up of Contractor's staging area/yard.
 - e. Furnishing and erecting all needed construction facilities, fencing, project signage, project security.
 - f. Demobilization.
 - g. All work as required for the proper performance and completion of the project, including preconstruction photographs, video recording of surface features, progress schedules and reports, contract meetings, and record drawings.

- E. BID ITEM 2. Signs and Traffic Control
1. Payment shall be calculated as a lump sum percentage of the sum of Bid Items 3 through 5.
 2. Includes all traffic control measures for work in the City of Sausalito, including preparing and submitting traffic control plans as necessary to complete the work until such plans are approved; furnishing, installation, maintenance and removal of all traffic control devices, temporary signage, temporary pavement markings; and flagging and other means necessary for safe guidance and protection of vehicular and pedestrian traffic through the Work Zone.
- F. BID ITEM 3. Sanitary Sewer Cleaning of 4 inch up to 12-inch diameter sewer pipelines via hydrojet.
1. Payment shall be calculated per lineal foot of pipeline that has been cleaned, measured along the pipe length from center of manhole to center of manhole. Multiple passes of a single pipe shall be paid the same as a single pass of the same pipe.
 2. Includes all submittals; sewage flow control and all incidentals needed to provide uninterrupted sewer service and prevent sanitary sewer overflows during cleaning operations; furnishing all labor, equipment, transportation, setup, materials, tools, public notification, data management, water, and all other related procedures necessary to complete cleaning operations in accordance with the contract documents; disposal of all spoils; and provision of required cleaning reports to the Engineer.
- G. BID ITEM 4. Closed-circuit television inspection of 12-inch and smaller sewer pipelines
1. Payment shall be calculated per lineal foot of pipe inspected, measured along the pipe length from center of manhole to center of manhole. Multiple inspections of a single pipe shall be paid the same as a single inspection of the same pipe.
 2. Includes all submittals; sewage flow control, bypass pumping, and all incidentals needed to provide uninterrupted sewer service and prevent sanitary sewer overflows during CCTV inspection operations; furnishing all labor, equipment, transportation, setup, materials, tools, public notification, data management, and all other related procedures necessary to complete CCTV inspection in accordance with the contract documents; and provision of required data, hard drives, and other submittals to the Engineer.
- H. BID ITEM 5. Complete MACP Level 1 Manhole Inspection
1. Payment shall be calculated per each manhole inspected.
 2. Includes all submittals; sewage flow control, bypass pumping, and all incidentals needed to provide uninterrupted sewer service and prevent sanitary sewer overflows during manhole inspections; furnishing all labor, equipment, transportation, setup, materials, tools, public notification, data management, and all other related procedures necessary to complete

manhole inspections in accordance with the contract documents; and provision of manhole inspection forms to the Engineer.

END OF MEASUREMENT AND PAYMENT

TECHICAL SPECIFICATIONS

SECTION 1 - GENERAL

1.01 General Description of the Work

A. Summary of Work

1. The Contractor shall clean and inspect the City's sewer pipelines as shown in Figure 1.1. "Year 1" pipe shall comprise the base bid scope of work. "Year 2A and Year 2B pipes shall comprise Bid Alternate work. Year 1 pipe includes cleaning and closed circuit television (CCTV) inspection of approximately 8.6 miles of gravity sewer pipelines ranging from 4 to 12 inches in diameter.
2. Pipe materials include primarily vitrified clay, with PVC, Cast Iron, Ductile Iron, HDPE, Liner, and Transite also identified.
3. Estimated quantities of pipe to be cleaned and inspected are provided in the Bid Schedule.

B. Certifications

1. CCTV inspection work shall be completed by operators that have been certified by the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) in established PACP and MACP coding and observations.

C. Experience Requirements

1. The Contractor shall furnish trained personnel with at least five years of experience in the field of sewer cleaning and televising inspection to responsibly complete the specified work. The number of personnel provided shall be adequate to properly and safely complete the work to the satisfaction of the Engineer. The work crew shall also include an experienced trained supervisor to direct the activities of the other personnel and to actively represent the interest of the Contractor.
2. The CCTV operator(s) may not change unless amended certifications & proof of experience are submitted and approved by the City.

1.02 General Requirements

A. Work and Materials Provided by the Contractor

1. The Contractor shall perform all services described in these contract documents.
2. The Contractor shall furnish all labor, tools, and equipment necessary, materials, traffic control, safety requirements, reports, and supplies required for the performance of the Work, shall do all the work necessary to perform cleaning and CCTV inspection of the sewer mains, and put in complete order the cleaning records, video logs, and reports for use by City staff.

B. Project Kickoff Meeting

1. Prior to beginning work, a meeting will be held at the City office at a time to be finalized between the Contractor and the City. The Project Kick-Off Meeting will be scheduled to take place at least one week prior to the first day of scheduled work by the Contractor.
2. The purpose of the meeting will be to discuss the pre-cleaning and pre-inspection submittals that are required by the contract documents, and clarify any questions on procedure, scheduling, product review, approval, and/or payment.
3. During this meeting, the Contractor's example CCTV inspection video and inspection logs will be reviewed and any changes needed for the project discussed and agreed between the City and the Contractor.

C. Field Conditions

1. The Contractor shall progress with the work in an orderly manner at appropriate times not to interfere excessively with the normal routine of the neighborhood.
2. The Contractor shall schedule the work to minimize interruption to traffic.
3. All vehicular, bicycle, and pedestrian traffic shall be permitted to pass through the work. The full width of the traveled way shall be open for use by public traffic when cleaning or CCTV inspection operations are not actively in progress.
4. Free access must be maintained to all fire hydrants, water valves and meters, and commercial and private driveways.
5. The Contractor is responsible for providing all traffic control required to complete the project, and for keeping the work area clear of parked vehicles as required. The Contractor shall comply with City's traffic control requirements. All traffic control plans shall meet the requirements set forth in the 2010 Edition of the Caltrans Standard Specification, Section 12, Temporary Traffic Control and Health and Safety Plan, which references the U.S. Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD).
6. A street may not be closed to public traffic without City approval. Detours, lane and sidewalk closures shall require a written traffic control plan approved by the City.
7. "No Parking" and related signs shall be posted seventy-two (72) hours prior to commencement of the work, and shall meet all requirements of the City. No additional compensation will be allowed for providing for the free passage of traffic through the work.
8. All signs and other warning devices shall be provided by the Contractor and shall follow the "Manual of Warning Signs, Lighting and Devices for use in the Performance of Work Upon Highways", "Uniform Sign Chart" issued by the Department of Transportation, Division of Operations, and "Manual of Uniform Control Devices".
9. Storage of material and equipment on City or County streets or City property will not be permitted.

10. All trucks coming to the site or leaving the site with materials or loose debris or liquids shall be loaded in a manner which will prevent dropping of material, debris, or liquids on private property or public streets. Spillage resulting from hauling operations shall be remedied immediately at the Contractor's expense.
11. No manholes or other open sanitary sewer access point shall be left unattended.
12. When not in use, all sanitary sewer structure access point appurtenances must be closed with the corresponding manhole lid, rodding inlet lid, lamphole lid, or other existing cover.
13. Cleaning and CCTV inspection operations shall not result in the interruption of sewage service to any customer in the City. Sewage must be controlled within the pipeline at all times.
14. Due care shall be exercised to avoid injury to existing improvements or facilities, utility facilities, adjacent property and trees, shrubs and other plants, whether under or above ground. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work. The cost of such repairs shall be borne by the Contractor and may be deducted from any monies due or to become due to the Contractor.
15. The Contractor shall make its own arrangements for planning, permitting, and disposing of materials outside the work site and shall pay all costs involved.

D. Health and Safety Program

1. The Contractor shall have a documented Health and Safety program in place that meets all applicable occupational safety and health standards, rules, regulations and orders established by the State of California.

E. Permits and Licenses

1. The Contractor shall procure all permits and licenses, including but not limited to a City encroachment permit.

1.03 QUALITY ASSURANCE

A. General

1. The Contractor shall be responsible for implementing quality assurance/quality control procedures necessary to ensure that all cleaning operations and CCTV inspection video, digital photographs and observation data meet the requirements herein.

B. Video Quality

1. All video documentation will be reviewed by the City for focus, lighting, clarity of view, and technical quality.

2. Videos or photographs recorded while a camera has flipped over in the process of traveling or the viewing of laterals, obstructions, or defects are blocked by cables, skids or other equipment will not be accepted.
3. Shape, focus, proper lighting, and clear, distortion-free viewing during the camera operations shall be maintained. Failure to maintain these conditions will result in the rejection of the video and/or photographs by the City.
4. Videos or photographs recorded showing steam, inadequate lighting, or other poor image quality will be cause for rejection by the City.
5. Any reach of sewer where recording quality, inspection, and/or report is not acceptable to the City according to this specification shall be re-televised, or data modified at no additional cost to the City.
6. The City reserves the right to suspend the Contractor's work and retain another cleaning and CCTV inspection contractor to complete the work if the Contractor fails to correct identified deficiencies or consistently submits deficient work products.

1.04 SUBMITTALS

A. General

1. The Contractor shall submit all required plans, procedures and CCTV samples to the City in advance of starting work, and shall coordinate with the City on procedures, documentation standards and quality control. No work shall occur without the City's approval and no payment shall be made prior to the City's review and approval of the submitted CCTV samples.

B. Deliverables

1. The Contractor shall submit a detailed cleaning record for every line cleaned in a format that is pre-approved by the City. At a minimum, the cleaning record shall include the date, weather, operators and equipment on site, start and end time, number of passes, description of any roots, debris, or other materials removed during each pass including the amount of debris removed, and any other information relevant to the cleaning operation. Each cleaning record shall be provided in pdf format, and all cleanings shall be logged in a Microsoft Excel spreadsheet.
2. The Contractor shall deliver CCTV video inspections and logs on a portable hard drive.
 - a. At a minimum, the Contractor shall deliver video inspection and logs on a portable hard drive after the first three days of work, at the 10% completion point, 50% completion point, and at completion of the project. The portable hard drive shall include the "viewer" program for the CCTV software.
 - b. The hard drive shall include a color video recording for each section of sewer inspected in digital format, and color digital photographs in jpeg format of each observation made in the sewer pipes.
 - c. The audio and video shall be free of electrical interference and excessive background noise. Digital video recording playback shall be at the same speed that it was recorded. The Contractor shall have all digital video and necessary

- playback equipment readily accessible for review by the City during the project.
- d. The quality of the digital photographs taken for each observation made inside the sewer pipe shall be clear and in focus.
 - e. All deliverables, including external hard drive(s), binders, and other reports, shall include the following information on computer-generated labels:
 - i. City of Sausalito
 - ii. General Contractor Name (and Sub-contractor Name(s) if applicable)
 - iii. Project Name and City Contract No.
 - iv. Start Date of CCTV Inspections (e.g. MM/DD/YYYY)
 - v. Finish Date of CCTV Inspections (e.g. MM/DD/YYYY)
 - f. All labels shall be typed or computer generated. Handwritten labels are not acceptable. Labeling for individual video files shall be as specified in this section.
 - g. Each submittal shall include all prior data appended with the newly acquired information. The hard drive submittal shall include the power cord and USB connection cable.
3. All data and video recording will become the sole property of the City without restrictions of future use, duplication, modification, and dissemination. The Contractor shall have no vested rights to the completed work.
 4. In addition to the CCTV video inspections, the Contractor shall furnish a report and photos in pdf format indicating the location of all laterals and connections encountered, the location of any breaks, obstructions, offsets, high points, sags, other structural and O&M defects, condition of manholes, and other observations inside the pipe.
 5. Reports shall use the NASSCO PACP defect coding system for sewer mainlines and the manhole inspection form included as Attachment 1 to this section for sewer manholes. Individual scores and quick ratings for structural and O&M defects shall be provided.
 6. One electronic copy of the following additional submittals is required at or prior to the Project Kickoff Meeting:
 - a. The Contractor's cleaning and inspection schedule, including confirmation of all manholes and their IDs within the project limits.
 - b. A door hanger template to be used in the event that sewer service must be temporarily discontinued during cleaning and/or inspection activities.
 - c. Traffic control and bypass plans.
 - d. Spill Response Plan.

- e. Name and contact information of Project Superintendent.
- f. Proof of NASSCO PACP Certifications. All CCTV operators shall be certified.
- g. Sample submittal of the CCTV video output, inspection log, digital photos, and inspection evaluation database from a recent CCTV inspection project. The sample size shall be sufficient to demonstrate that the Contractor's work and submittals will meet the contract requirements.

SECTION 2 - PRODUCTS (NOT USED)

SECTION 3 – EXECUTION

3.01 GENERAL

A. Notification to Private Property Owners

1. If property owners will be affected by the Contractor's operations on either private property or in easements, including impacts related to parking and access, the Contractor shall first notify the City, and then, upon City approval, notify all property owners who will be impacted in accordance at least 48 hours prior to the respective operations, using an approved door hanger.

B. Bypassing

1. Bypassing methods shall be approved by and observed by the City, and completed without causing a sanitary sewer overflow (SSO). Sewage shall not be allowed to free flow in gutters, streets, or over sidewalks, etc., nor shall any sewage be allowed to flow into the storm inlets or conduits.
2. Immediately after the cleaning and/or inspection work has been completed, flow shall be restored to normal.

3.02 SEWER LINE CLEANING

A. General

1. Sewers shall be cleaned by removing grit, loose solids, grease, and any construction debris that are present. Sewer line cleaning will be considered complete when a result of "Clear" is returned, as described in the matrix below.
2. It is expected that up to 25 percent of the sewer pipelines will require cleaning prior to inspection.
3. The Contractor shall not damage any pipes, including liners, if any, and shall be responsible for any repairs to such damage.
4. Sewer line cleaning shall be performed by the high velocity cleaning (hydroflushing) technique. Any cleaning method other than hydroflushing shall have the prior approval of the City.
5. Hydroflushing of all sewer lines shall include a minimum of two passes (each pass consists of running the hydroflush cleaning tool all the way to the next manhole and

returning it to the entry manhole). The Contractor shall verify that the hydroflush cleaning tool reaches the next manhole on each pass.

6. If any sewer line shows evidence of being more than one-half filled with solids or if there is excessive root intrusion that would render hydroflushing an ineffective method of cleaning, the Contractor shall notify the City immediately before continuing to Item 7, below.
7. If the cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on a second manhole and a "reverse" cleaning reattempted. If successful cleaning cannot be performed from two manholes, or the equipment is unable to traverse the entire pipe section, the Contractor shall notify the City as soon as practicable but no later than the end of the same work day to record the length of pipe that was successfully cleaned. At that time, the City may attempt to clean the line within 48 hours in order to make the pipe accessible for CCTV inspection.

B. Cleaning Equipment

1. The Contractor's hydroflushing equipment shall have, as a minimum, the following cleaning tools: 45 degree nozzle, warthog rotating nozzle or equivalent, and root cutter in sizes designed for use in the sewer lines designated to be cleaned. Alternative nozzles must be approved by the City prior to commencing work.
2. Cleaning shall always move in the direction of flow (i.e., the tool pulled back from the upstream manhole to the downstream access point) unless site conditions prohibit access from the downstream manhole.
3. The Contractor shall intercept all debris in a sewer cleaning debris basket or trap that is appropriately sized for the diameter of pipe that is being cleaned.

C. Cleaning Precautions

1. During sewer line cleaning, satisfactory precautions shall be taken in the use of cleaning equipment. Precautions should be taken to ensure that the pressure created does not cause damage to or cause flooding of private property being served by the sewer.
2. In the instance that the Contractor's cleaning equipment becomes lodged in the sewer, the Contractor will notify the City immediately, and no later than two hours after the time the equipment is deemed irretrievable. The Contractor shall take all steps necessary to safely remove the equipment in a timely manner, without damaging the sewer, and without causing an SSO.

D. Removal and Disposal of Debris

1. Passing material from sewer section to sewer section shall not be permitted.
2. All sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material resulting from the cleaning operations shall be removed and hauled away from the downstream manhole of the section being cleaned.
3. The Contractor shall be responsible for removing all solid and semisolid materials from the cleaning operation from the work site no less often than at the end of each workday.

4. Materials which accumulate during the workday shall be placed in totally enclosed and watertight containers. Handling, transport, and disposal of materials shall be made to an offsite location to be identified by the Contractor, in full compliance with all applicable federal, state, and local requirements. Materials disposal on City property is not permitted.

E. Documentation

1. Use City Form included as Attachment 2 to document findings. Contractor's representation of debris, grease, roots, and other materials removed from each pipeline shall follow the descriptions shown on the following City of Sausalito Cleaning Matrix.

City of Sausalito Cleaning Matrix

	Clear	Light	Moderate	Heavy
Debris	No observable debris	Minor amount of debris (1 pass)	Moderate amount of debris (2-3 passes)	Significant debris (>3 passes or 5-gallon volume, and/or concern for future blockage)
Grease	No observable grease	Minor amount of grease, 15 minutes or less to clean	Small "chunks" and no "logs." 15 minutes or less to clean	Big "chunks" or "logs". More than 15 minutes or 4 passes to clean. Operator concern for blockage.
Roots	No observable roots	Minor amounts of roots (1 pass)	Thin, stringy roots. No "clumps". (2-3 passes)	Thick roots. Large "clumps". Greater than 3 passes. Operator concern for future blockage.
Other (pipe fragments, soil, rock, corrosion, etc.)	No observable materials	Minor amounts	Moderate amounts not causing blockage. (2-3 passes)	Potential for blockage, more than 3 passes.
Action	Decrease to next lower frequency after 2 consecutive results (e.g., 6 months to 12 months)		Increase current maintenance frequency to next higher frequency (e.g., 6 months to 3 months)	

3.03 SEWER CONDITION ASSESSMENT

A. General

1. The Contractor must have the ability to communicate with its crew at all times (i.e. cellular phone, radio, etc.) to ensure that adequate communication exists between members of the crew.
2. The Contractor's field crews shall be alerted to and shall promptly notify the City whenever they encounter any one of the following conditions. All items shall be entered onto the City Form that is included as Attachment 2:
 - a. Potentially illicit connections draining into the sanitary sewer system or cross connections between the sanitary and storm drain systems.
 - b. Potentially hazardous materials (liquid or solid).
 - c. Pipe collapse or blockage requiring immediate attention.
 - d. Buried or paved-over manhole or rodding inlet.
 - e. Locations where the network is at variance to the maps as issued for the work.
 - f. Locations of system surcharging.
 - g. Existence of strong non-sewer odors such as hydrocarbons, chemicals, etc.
3. If the item was identified during CCTV inspection, the Contractor shall provide a digital copy of the section of line containing the condition to the City within 8 hours.
4. If the CCTV camera becomes lodged inside the sewer and cannot be retrieved, the Contractor shall inform the City immediately. It is the Contractor's responsibility to remove the camera and ensure that the sewer is not damaged and SSOs do not occur.

B. CCTV Equipment

1. The Contractor's CCTV equipment shall include video cameras, a video monitor cable, power sources, and all other equipment necessary to perform the needed CCTV inspections.
2. Video recordings shall be in digital color format, MPEG4, using equipment specifically designed and constructed for use in sewers. The camera, television monitor, and other components of the video system shall give clear video/pictures of conditions within the pipelines, and shall be capable of producing a color picture of quality adequate to identify major defects and locate laterals accurately. VHS recordings are not allowed.
3. The camera shall be mounted on skids or a tractor suitably sized for the pipe to be televised that will position the camera lens above the liquid flow line,

near the center axis of the pipe. Any motorized transporters shall have adjustable speed control.

4. 6-inch diameter pipes with large joint offsets or that have been previously lined may require a camera suitable for 4-inch diameter pipe.
5. The camera used for sewer pipeline inspections shall operate in 100 percent humidity, be waterproof, and able to withstand long periods of submergence in wastewater.
6. The camera shall have pan-and-tilt capabilities, and shall have a minimum of 360 x 270 degree rotation. Illumination sensitivity shall be three lux or less and provide a minimum of 460 lines of horizontal resolution and 400 lines of vertical resolution. The focal distance shall be adjustable through a range from 25 mm (1 inch) to infinity.
7. Illumination shall be adjustable and even around the sewer perimeter without loss of contrast, flare out of picture, or shadowing. Lighting and camera quality shall be suitable to allow a clear in-focus picture of a minimum of ten lineal feet of the entire periphery of the sewer pipe. The lighting for the camera shall minimize glare.
8. All camera systems shall be able to navigate around minor objects, roots, and debris. The system used to move the camera through the pipe shall not obstruct the camera's view or interfere with proper documentation of the sewer conditions.
9. A minimum 1,500 feet of TV cable on the spool reel shall be provided. The TV cable will be supported by an equal length tag line for removal of the equipment from the pipeline.
10. Manual winches, power winches, TV cable powered rewind or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the line.
11. The camera cable shall be retracted to remove slack and to ensure an accurate footage reading.
12. The cable footage-counter shall be accurate to plus or minus 2 feet per 1,000 feet. The contractor shall calibrate their measuring device prior to beginning work, and thereafter on the first working day of each month, using a known distance, prior to starting the inspection and recording process for that month.
13. A nationally recognized testing laboratory must approve all electrical equipment, including CCTV cameras, for use in a hazardous location and wet environments. This equipment must be approved for use in Class I, Division I, Group 0 Hazardous Locations as defined by the National Fire Protection Association (NFPA) Code 820-1999.
14. Contractor shall have replacement equipment available within twenty-four (24) hours in the event of equipment breakdown.

C. CCTV Data Collection Software

1. The Contractor shall use data acquisition software that shall include a “viewer” program which allows concurrent viewing of the CCTV data and video. The viewer program shall be provided to the City at no cost.
2. The viewer program shall be capable of exporting the full CCTV inspection dataset to a single, NAASCO PACP compliant database in MS Access format.
3. CCTV observations shall be recorded using the most current NAASCO PACP standards. CCTV reports shall be provided in PDF format.
4. The recorded files shall have a resolution of 352 by 240 pixels and an interlaced frame rate of a minimum of 24 frames per second.

D. Conducting the Video Inspection

1. The inspection will be completed one manhole-to-manhole pipe section at a time, in the direction of flow, and the flow in the section being inspected will be suitably controlled as specified.
2. The camera shall be moved through the line at a moderate rate, stopping when necessary to permit proper documentation of the condition of the sewer. In no event will the television camera be pulled at a speed greater than 30 feet per minute.
3. Video with the camera under wastewater will not be accepted. If the depth of flow is greater, then the CCTV inspection shall be performed during the low flow periods between the hours of 10:00 p.m. to 6:00 a.m. The Contractor shall pay special attention to all local jurisdiction rules and regulations, especially regarding activities during off-peak hours.
4. If CCTV inspection during low flow periods is not feasible, the Contractor will be required to simultaneously pull water from the pipe in front of the CCTV camera, or to bypass sewer flows as needed to complete CCTV inspection of the sewer main.
5. If wastewater depth increase during CCTV inspection as a result of a pipe sag, the Contractor shall use the following process to sufficiently document the start and end of the sag:
 - a. Vacate and prevent the entry of wastewater into the sagged pipe and clean all wastewater and debris from sag.
 - b. Add clean water to pipe sag fills and clean water is seen in downstream manhole.
 - c. Conduct CCTV inspection.
 - d. Restore flow after televising is complete.

6. If the Contractor encounters a manhole with surcharge (whereas the flow at the manhole is at least 67 percent of the sewer pipe diameter), then the Contractor shall immediately notify the City.
7. If, during the inspection operation, the television camera will not pass through the entire sewer, the Contractor shall set up equipment so that the inspection can be performed from the opposing manhole in a reverse setup. If the camera continues to fail to pass through the entire section, the Contractor shall notify the City as soon as practicable.
8. The inspection distance shall be measured between the exit of the start manhole and the entrance of the finish manhole for a true measurement of the length of the pipe segment. Distance shall be recorded in standard units and the video display readout shall display units to one-tenth of a foot.
9. The "zero" point of the inspection shall be the centerline of the manhole where the camera is inserted. The footage counter shall be set accordingly by adding the footage from the centerline of the manhole to the edge of the manhole plus the camera length (or the camera length plus the camera focal length).
10. The camera lens shall be kept clear of condensation and debris during the CCTV inspection.
11. If, during a run, the camera lens becomes soiled or fogged, or if the camera flips during inspection, the camera shall be shut down and the lens cleaned or camera adjusted, even if this requires removing the camera from the line.
12. If the camera is removed from the line for lens cleaning, for cleaning the line of FOG, or for camera adjustment, the camera shall be returned to the point where acceptable footage was obtained. Footage of the camera being pulled out of the line for lens cleaning or camera adjustment shall not be included in the video.
13. If FOG is encountered during a run, the Contractor shall stop the camera and ventilate the line to remove the fog. Unclear footage will not be accepted by the City.
14. If a buried manhole is encountered during the course of the CCTV inspection, the Contractor shall attempt to CCTV through the buried manhole or conduct the inspection in the reverse direction if possible. A separate inspection shall be started for the additional pipe segment. The Contractor shall notify the City using the Field Documentation Form (Attachment 2) of the buried manhole and/or if the manhole needs to be exposed in order to complete the inspection.
15. Separate video and data files shall be created for each sewer line segment. In case of reverse setup, such inspection shall be stored in separate video and data files.
16. The Contractor shall pause the digital recording at any time there is a delay in the inspection and restart the digital video recording in the same digital file. The pause shall in no way affect, freeze, or interrupt the replay of the video and shall not close the video file during the inspection.

17. During the CCTV inspection, the camera shall stop at all lateral connections, defects, and significant observations to ensure a clear and focused view of the pipe condition and shall rotate the camera head at the defect to allow for adequate evaluation at a later time. The camera shall be panned to look up all laterals.
18. A full 360-degree pan of all manholes is required. This video footage shall occur at the beginning of each pipe segment survey inspection from the bottom of the manhole panning up the manhole shaft. The Contractor shall cover the manhole opening to prevent too much light from entering the structure and to ensure a clear and focused view of the manhole interior. In instances when the manhole is the terminating manhole, then the pan shall occur at the end of the pipe segment survey inspection.
19. Video footage shall be taken centered on the pipe with the water level running horizontally. The camera shall run along the invert of the pipe and not at its side, unless it is passing a point obstacle. If extended driving on the side of the pipe is required, then either the pipe needs a more thorough cleaning or an observation should be noted from the PACP codes describing the nature of the obstacle.

3.04 Video Labeling Requirements

A. Naming Convention

1. The naming of the video file shall be automatic, consisting of the following:
 6-Digit Upstream Manhole ID – 6-Digit Downstream Manhole ID – yymmdd – D – xxx where:
 - Upstream/Downstream Manhole ID is the full manhole number consisting of 6 numbers only. Note that “MH” shall NOT be appended to the beginning of the ID.
 - yymmdd is the date of inspection
 - D is the camera direction (D for downstream direction, U for upstream direction)
 - xxx is any other unique identifier that is needed to differentiate between two videos with similar names
2. Each pipe segment (manhole to manhole) shall be identified with an initial text screen on the video recording and in the digital photographs for each observation:

<u>Line Number</u>	<u>Description</u>
Line 1:	Project Name
Line 2:	CCTV Company
Line 3:	Operator's name and Certificate Number
Line 4:	Location (Street or Easement plus Cross Street)
Line 5:	Weather
Line 6:	Direction of Survey (upstream/downstream)
Line 7:	Pipe Diameter/Height (in inches)

Line 8:	Pipe Material (If it is not immediately clear what the material is, use City Collection System Maps in Part C to identify the pipe material).
Line 9:	Upstream Manhole ID
Line 10:	Downstream Manhole ID
Line 11:	Pipe ID (Start Manhole Number<space>End Manhole Number)
Line 12:	Inspection Time/Date

- This data must completely match the data entered in the database header information.

C. Video Identification and Required Information

- During the CCTV inspection, the video shall show the following text at all times:

<u>Line Number</u>	<u>Description</u>
Line 1:	"City of Sausalito"
Line 2:	Street/Start Manhole No./Direction of Inspection/End Manhole No.
Line 3:	Pipe Size /Pipe Material
Line 4:	Inspection Time/Date/Running Footage (Distance Traveled)

- The text shall be clearly displayed on a contrasting background (e.g., white text on dark background or black text on white background). This text shall be displayed for approximately 15 seconds or for the duration of the start-up narration, whichever is longer, and shall also appear before the 360 degree pan of the starting manhole.
- The video and all annotation shall begin at the time the inspection begins. Excessive and extraneous video of the manhole during preparation activities will not be accepted. The video and all annotation shall end at the time the inspection ends. Camera retrieval footage will not be accepted.
- Notation shall be added describing each area with an identified structural and O&M defect, located by linear foot from the start of inspection. Clock indicators shall also be added as required.
- If an inspection is being performed on consecutive pipe segments with the same setup, this information must be provided at the start of each pipe segment. Note: If the CCTV software being used can only display the "from" and "to" manhole numbers rather than upstream and downstream numbers (as in the case of a reverse inspection), then the upstream and downstream manhole numbers shall be clearly stated in the startup video narration.
- The end point of the inspected pipe segment shall be indicated with screen text for approximately 15 seconds. The ending screen text shall indicate the following:
 - Upstream and downstream manhole numbers of inspected pipe segment
 - Date and time of day

- Ending footage
7. The CCTV video recordings shall not contain inappropriate language, idle chatter, background noise, and discussions between the operator and other crew members.
 8. A voice narration must be included in the video recording.
 9. All observations along the length of the pipe must also be narrated, with a description of the observation and clock position, if applicable.
 10. At the conclusion of the inspection of a pipe segment, the video recording and audio narrative shall state the final CCTV footage and indicate that the CCTV inspection of the pipe segment is complete.
 11. If the inspection had to be abandoned before reaching the ending manhole, then a statement to this effect shall be made as part of the ending narration with a reason given as to why the inspection could not be completed.

3.05 REQUIRED PHOTOS AND LABELING

A. Naming Convention

1. At a minimum, all photographs shall be named consisting of the following descriptions: "FROM MANHOLE STATION NUMBER", "TO MANHOLE STATION NUMBER", six digit inspection date as yymmdd, the camera direction if relevant, and the defect 'station' location along the pipe in feet from the starting manhole, as shown in the example below. It is in the Contractor's discretion as to additional data information that may be needed in the naming of the files to make each file unique within the file naming constraints of their inspection software.

A. Required Photos

1. A minimum of TWO photographs of each defect shall be taken, one with a perspective view and one with a close-up view. The images shall be labeled "a" and "b".
2. ONE photograph is required for each lateral connection looking directly at the connection and each manhole observation from the bottom of the manhole looking up.

Example:

Upstream Manhole ID-Downstream Manhole ID-yymmdd-D-xxx-a.jpg

3.06 MANHOLE INSPECTIONS

A. Manhole Inspection Requirements

1. All manholes that are connected to sewer mainlines to be inspected shall receive an MACP Level 1 inspection, using the attached form.
2. The identified sewer manholes shall be inspected for general construction, condition, and evidence of inflow, infiltration or surcharging.

3. All noted features and/or defects shall be documented using photographs.
4. Sufficient lighting shall be provided to allow the viewer to clearly observe all manhole features and defects in the photos and video.

SECTION 4 - ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

4.01 FLOW INTERRUPTION OR BACKUP

- A. Contractor-Related Flow Interruption or Backup
 1. In the event of any Contractor-related overflow or interruption/backup of sewer service, the Contractor shall immediately notify the City and shall contain and eliminate the overflow.
 2. The Contractor shall be responsible for any fines levied by others, reimbursement of any City-incurred costs for damage, cleanup, restoration of flow, and any disruption of service costs to customers as a result of the Contractor's work. This is in addition to any and all costs incurred by the customer.
 3. The City reserves the right to deduct any costs resulting from the above by reducing the amounts from the next progress payment to the contractor, or by direct billing to the contractor which shall be paid no later than thirty (30) days following invoice date.

4.02 MOBILIZATION AND DEMOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications, and shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies incidental to the project site, for the establishment of all offices, buildings and other facilities necessary for work on the project and for all other work and operations which must be performed or for project costs incurred prior to beginning work on the various Contract items.

Temporary utility connections to any of the Contractor's facilities will be the responsibility of the Contractor at no additional cost to the City of Sausalito. Mobilization shall include the furnishing of and providing regular maintenance for sanitary unit(s) on the job for the duration of the project. Failure to comply with this requirement will result in withholding of mobilization payments in the amount deemed appropriate by the Engineer.

Demobilization shall include but not limited to removal of all facilities, including all temporary utilities and equipment off the site and final cleanup of the site after completion of the Project.

PAYMENT

The Contract lump sum price paid for "**Mobilization and Demobilization**" (**Bid Items 1, A-1 & B-1**) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the applicable work specified in Section 11 of the Standard Specifications, these Specifications and no additional compensation shall be allowed.

4.03 TRAFFIC CONTROL SYSTEM

The Contractor shall not implement a traffic control system until public noticing described in these Special Provisions is complete, has obtained an encroachment permit from the City of Sausalito and obtained approval of the traffic control plans from the Engineer. For the purpose of this section, traffic pertains to truck and motor vehicles, pedestrians, bicyclists, and public transit operations.

The Contractor shall implement the traffic control system as approved by the Engineer. If warranted by field conditions, the Contractor shall adjust the system as directed by the Engineer. The Contractor shall provide and implement all traffic handling devices and equipment as described in Sections 12-3 and 12-4 of the Standard Specifications.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the component to its original condition or replace the component, and shall restore the component to its original location.

The Contractor shall provide advanced warning signs and changeable message boards as part of the traffic Control plan.

The Contractor shall provide flaggers to control traffic. Section 12-1.03 of the Standard Specifications is deleted; the cost for flaggers is the Contractor's responsibility.

All excavations, manholes or vaults shall be backfilled, covered with steel trench plates suitable for traffic loading, have lids put back on or otherwise made safe, at the end of each day's work. Trench plates shall be securely anchored in place. No open excavation, manholes or vaults of any depth will be permitted to remain unprotected overnight.

"Traffic Control System" shall conform to Sections 7-1.03 "Public Convenience," 7-1.04 "Public Safety" and Section 12 "Temporary Traffic Control" of the current State of California Department of Transportation Standard Specifications (Standard Specifications), insofar as they may apply, and the following special provisions.

The Contractor shall be held solely responsible for complying with the listed reference documents and these Special Provisions for the complete duration of project. The Traffic Control Plans shall be prepared by a licensed engineer or otherwise certified individual.

The Standard Specifications Sections 7-1.03, 7-1.04 and Section 12 regarding signs and other traffic control devices are hereby revised to provide that all signs and other warning devices (including construction and warning signs placed beyond the limits of work) shall be provided and maintained by the Contractor at his or her expense, and shall remain his property after the completion of the contract. The applicable sections of Section 7-1.03 "Public Convenience" and Section 12-1.03 "Flagging Costs" are further revised to provide that all flaggers shall be provided by the Contractor at his or her expense. Flaggers shall be properly equipped and trained in accordance with "Instructions to Flaggers," published by the Department of Transportation.

The Contractor shall not implement a traffic control system until public noticing is complete, obtain an encroachment permit from the City of Sausalito, and obtained approval of the traffic control plans from the Engineer. For the purpose of this section, traffic pertains to truck and motor vehicles, pedestrians, bicyclists, and public transit operations.

Traffic Control shall be implemented only during the Working Hours as defined in these Special Provisions.

However, traffic control devices shall remain in place at all times during construction to warn the public of the work zone. The Engineer will make no exceptions to this requirement.

TRAFFIC CONTROL PLAN SUBMITTAL

The Contractor shall submit a detailed plan describing how you propose to manage traffic while performing the work within the City of Sausalito. This Plan shall be coordinated and approved by the City of Sausalito.

The Plan shall detail:

1. Your sequence of work to be performed.
2. Your proposed traffic handling through the work zone.
3. Accessible pedestrian detour plan.
4. Bicycle detour plan

The traffic control plans shall not be general, but specific to the project and of sufficient detail for the Engineer to understand your method of traffic management. Your plans shall be consistent with the current California edition of the Manual of Uniform Traffic Control Devices.

The Engineer will NOT issue the Notice to Proceed until the traffic control plan is approved.

LANE OR STREET CLOSURE

All lane or street closures proposed by the Contractor shall be defined in the Traffic Control Plans described previously in this section. For each closure, the Contractor shall submit an application to the City of Sausalito at least five (5) working days in advance of the closure for review and approval.

If approved by the Engineer, the Contractor shall:

1. At least 72 hours prior to any lane or street closures, detours or any other alterations that can impact traffic, the Contractor shall place electronic message boards at each end of the project to inform the public of the planned alterations to the normal flow of traffic. The location of the message boards shall be approved by the Engineer prior to their installation.

No work may begin under contract until City Engineer's representative has approved Progress Schedule, General Project Notice, Street Construction Notice, Encroachment Permit and Traffic Control Plan.

Time required for review and approval of these items shall not constitute a basis for time extension.

City of Sausalito Community Wide Email System shall be used, in a cooperative effort with the City Public Works Department, to inform the public of pending work scheduled.

Traffic Control shall be implemented only during the Working Hours as defined in these Special Provisions. The Engineer will make no exceptions to this requirement.

On the day of lane or street closure, the Contractor shall notify the Police Department (415) 289-4170, Fire Department 415-289-4155, and notify County Dispatch (415)499-7234.

CONSTRUCTION AREA SIGNS

Once construction starts, the Contractor shall furnish and install construction area signs to inform motorists, pedestrians, and bicyclists of work in the streets and sidewalks. These signs may include, but are not limited to, "Road Construction Ahead", "Detour Ahead", "Road Closed". Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Temporary Traffic Control Devices" of the State Standard Specifications and these Special Provisions. Construction area signs shall be metal, with reflective coating, black on orange, and securely mounted. Signs shall be kept clean and in good repair. The Contractor's control plan shall show the location of the signs.

The Contractor shall be responsible for providing, placing, and installing all construction area signs. The signs shall not be installed on trees, utility poles, private property, traffic signals, or any other appurtenance, unless approved by the Engineer.

TRAFFIC CONTROL SYSTEM MAINTENANCE

It shall be the responsibility of the Contractor to maintain signs and barricades overnight and on weekends. It shall be the responsibility of the Contractor to make sure that the signs remain posted until no longer required and are protected from vandalism or removal.

PAYMENT

The lump sum price paid for "**Traffic Control System**" (Bid Items 2, A-2 and B-2) shall include furnishing all labor (including flaggers and detours), materials, equipment and incidentals necessary to provide for the convenience and safety of the public and to facilitate the performance of the contract work as shown on the Plans and specified herein.

Compensation for providing the traffic control, pedestrian path of travel, Traffic Control Plan, Pedestrian Detour Plan, construction area signs, electronic changeable message signs, and any other requirements of this section shall be considered as included in the contract price paid under "Traffic Control System," in these Special Provisions and no additional compensation will be allowed.

Payments for the lump sum item for Traffic Control shall be determined based on the Contractor's baseline schedule. Thus, if the Contractor completed 25% of the work as defined in the schedule, the Engineer will pay 25% of the traffic control item.

END OF TECHNICAL SPECIFICATIONS

APPENDIX

Figure 1 City of Sausalito 2020 Cleaning and Televising Project Scope

Base Bid Pipe List and Notes

Bid Alternate A Pipe List

Bid Alternative B Pipe List



FIGURE 1

City of Sausalito
2020 Cleaning and Televising Project Scope



Legend

- Base Bid Pipelines
- Bid Alternate A Pipes
- Bid Alternate B Pipes
- Other Pipelines

Note: This is an approximate but accurate representation of the project pipelines.
Some pipes may not be shown due to mapping discrepancies.

City of Sausalito
2020 Cleaning and Televising Project
Base Bid Pipe List and Notes

Pipe ID	Approx. Length	USMH	DSMH	Possible Diameter	Possible Material	Street	Suffix	Notes
100600-100401	845	100600	100401	6	VCP	Alexander	Ave	
120305-120302	344	120305	120302	6	VCP	Atwood	Ave	
210741-210723	187	210741	210723	6	VCP	Booker	Ave	
110200-110000	363	110200	110000	4	VCP	Bridgeway		
110201-110200	179	110201	110200	6	VCP	Bridgeway		
110202-110200	281	110202	110200	6	VCP	Bridgeway		
120100-120000	226	120100	120000	6	VCP	Bridgeway		
170100-170010	18	170100	170010	6	VCP	Bridgeway		Entering SMCSO interceptor at the Trident
170107-170100	72	170107	170100	6	VCP	Bridgeway		Upstream of City's Bridgeway Line at the Trident
170200-170100	210	170200	170100	10	PVC	Bridgeway		
170300-170200	192	170300	170200	6	VCP	Bridgeway		
170400-170300	205	170400	170300	10	VCP	Bridgeway		
170403-170402A	274	170403	170402A	6	VCP	Bridgeway		
170405-170408	134	170405	170408	10	DIP	Bridgeway		
170408-170404	27	170408	170404	6	VCP	Bridgeway		
210601-210600	310	210601	210600	8	VCP	Bridgeway		
120110-170850	553	120110	170850	6	VCP	Bulkley	Ave	
170702-170700	161	170702	170700	6	VCP	Bulkley	Ave	
170703-170702	221	170703	170702	6	VCP	Bulkley	Ave	
170740-170703	356	170740	170703	6	VCP	Bulkley	Ave	
170800-170700	32	170800	170700	6	VCP	Bulkley	Ave	
170850-170800	289	170850	170800	6	VCP	Bulkley	Ave	
210702-210701	325	210702	210701	6	VCP	Bulkley	Ave	
210706-210702	242	210706	210702	6	VCP	Bulkley	Ave	
210707-170740	347	210707	170740	6	VCP	Bulkley	Ave	
210707-210706	223	210707	210706	6	VCP	Bulkley	Ave	
210700-210600	45	210700	210600	6	VCP	Caledonia	St	
210701-210700	20	210701	210700	6	VCP	Caledonia	St	
210800-210701	372	210800	210701	12	VCP	Caledonia	St	
120500-120501	19	120500	120501	6	VCP	Central	Ave	
120505-120501	111	120505	120501	6	VCP	Central	Ave	
120600-120505	108	120600	120505	6	VCP	Central	Ave	
120610-120700	30	120610	120700	6	VCP	Central	Ave	
120700-120600	170	120700	120600	6	VCP	Central	Ave	
120701-120700	30	120701	120700	6	VCP	Central	Ave	
120702-120701	145	120702	120701	6	VCP	Central	Ave	
120800-120702	32	120800	120702	6	VCP	Central	Ave	
120801-120800	66	120801	120800	6	VCP	Central	Ave	
120900-120801	207	120900	120801	6	VCP	Central	Ave	
121000-120900	238	121000	120900	6	VCP	Central	Ave	
121001-121000	178	121001	121000	6	TRANSITE	Central	Ave	
100180-100179	140	100180	100179	8	TRANSITE	Channing	Way	
210737-210734	585	210737	210734	10	VCP	Cloud View	Rd	Intermediate MH Added 2020
210738-210737	219	210738	210737	8	TRANSITE	Cloud View	Rd	
210739-210738	381	210739	210738	6	VCP	Cloud View	Rd	
100112-100111	194	100112	100111	6	VCP	Crescent	Ave	
100113-100112	277	100113	100112	6	VCP	Crescent	Ave	
100114-100113	244	100114	100113	6	VCP	Crescent	Ave	
100115-100114	243	100115	100114	8	HDPE	Crescent	Ave	
100116-100115	169	100116	100115	6	VCP	Crescent	Ave	
100117-100116	174	100117	100116	6	VCP	Crescent	Ave	
100118-100117	64	100118	100117	6	VCP	Crescent	Ave	
100125-100111T	194	100125	100111T	6	VCP	Crescent	Ave	
100135-100133	222	100135	100133	6	VCP	Crescent	Ave	
100136-100135	258	100136	100135	6	VCP	Crescent	Ave	
100139-100136	238	100139	100136	6	VCP	Crescent	Ave	
100140-100139	90	100140	100139	6	VCP	Crescent	Ave	
100144-100143	62	100144	100143	6	VCP	Easement		Prospect to Sausalito Blvd
120103-120100	198	120103	120100	6	VCP	Easement		North to Bridgeway
120104-120103	63	120104	120103	6	VCP	Easement		North to Bridgeway
120105-120104	55	120105	120104	6	VCP	Easement		North to Bridgeway
120106-120105	59	120106	120105	10	HDPE	Easement		North to Bridgeway
120107-120106	27	120107	120106	6	VCP	Easement		North to Bridgeway
120202-120201	106	120202	120201	6	VCP	Easement		North to 2nd Street
120503-120502	105	120503	120502	6	VCP	Easement		Upstream end of West Street @ North

City of Sausalito
2020 Cleaning and Televising Project
Base Bid Pipe List and Notes

Pipe ID	Approx. Length	USMH	DSMH	Possible Diameter	Possible Material	Street	Suffix	Notes
120504-120500	117	120504	120500	6	VCP	Easement		West of West St. and Richardson St.
120620-120612	70	120620	120612	6	VCP	Easement		North of North, West of Central
120635-120610	259	120635	120610	6	VCP	Easement		West of North St. and Central Ave.
121100-121000	187	121100	121000	6	TRANSITE	Easement		Sunshine to Central
121502-121501	113	121502	121501	6	VCP	Easement		North of Sunshine, West of Sausalito Blvd.
170419-170402	298	170419	170402	6	CIP	Easement		Reade Ln to Bridgeway. DS half only. US half replaced.
211303-211302	101	211303	211302	6	VCP	Easement		Top of Glen to Santa Rosa Ave
100403-100402	236	100403	100402	6	VCP	Edwards	Ave	
100404-100402	60	100404	100402	6	VCP	Edwards	Ave	
100700-100600	215	100700	100600	6	VCP	Edwards	Ave	
100800-100700	163	100800	100700	6	VCP	Edwards	Ave	
101000-100800	342	101000	100800	6	VCP	Edwards	Ave	
101100-101000	156	101100	101000	4	VCP	Edwards	Ave	
101200-101100	279	101200	101100	12	VCP	Edwards	Ave	
170406-170410	133	170406	170410	10	PVC	El Monte	Ln	
170409-170408	135	170409	170408	10	VCP	El Monte	Ln	
170410-170409	135	170410	170409	6	VCP	El Monte	Ln	
210510-210500	125	210510	210500	10	VCP	Ensign	St	
210600-210500	45	210600	210500	6	VCP	Ensign	St	
120402-120400	365	120402	120400	6	CIP	Fourth	St	
211706-211704	156	211706	211704	6	VCP	George	Ln	
211707-211706	83	211707	211706	8	VCP	George	Ln	
211708-211707	36	211708	211707	6	VCP	George	Ln	
211001-211000	150	211001	211000	6	VCP	Glen	Dr	
211002-211001	114	211002	211001	6	VCP	Glen	Dr	
211003-211002	182	211003	211002	6	VCP	Glen	Dr	
211008-211005	67	211008	211005	6	VCP	Glen	Ct	
211009-211005	56	211009	211005	6	VCP	Glen	Ct	
211200-211000	677	211200	211000	6	VCP	Glen	Dr	
211300-211200	123	211300	211200	6	VCP	Glen	Dr	
211301-211300	28	211301	211300	6	VCP	Glen	Dr	
211302-211301	139	211302	211301	6	VCP	Glen	Dr	
211400-211300	166	211400	211300	6	VCP	Glen	Dr	
211500-211400	160	211500	211400	6	VCP	Glen	Dr	
211600-211500	214	211600	211500	6	VCP	Glen	Dr	
211700-211600	138	211700	211600	6	VCP	Glen	Dr	
211701-211700	70	211701	211700	6	VCP	Glen	Dr	
211703-211701	83	211703	211701	6	VCP	Glen	Dr	
211703A-211703	34	211703A	211703	6	VCP	Glen	Dr	
211704-211703A	110	211704	211703A	6	VCP	Glen	Dr	
211800-211701	20	211800	211701	6	VCP	Glen	Dr	
120111-120110	295	120111	120110	6	VCP	Harrison	Ave	
120112-120111	190	120112	120111	6	VCP	Harrison	Ave	
120112-171103	419	120112	171103	10	VCP	Harrison	Ave	
171103-210810	293	171103	210810	6	VCP	Harrison	Ave	
210708-210703	310	210708	210703	8	PVC	Harrison	Ave	
210710-210708	308	210710	210708	6	VCP	Harrison	Ave	
210711-210710	204	210711	210710	10	VCP	Harrison	Ave	
210810-210711	342	210810	210711	6	VCP	Harrison	Ave	
120109-120106	342	120109	120106	6	VCP	Josephine	Ave	
100108-100105	502	100108	100105	6	VCP	Lower Crescent	Ave	
100109-100108	133	100109	100108	6	VCP	Lower Crescent	Ave	
100104-100103A	237	100104	100103A	6	VCP	Main	St	
100111-100105	225	100111	100105	6	VCP	Main	St	
100407-100406	69	100407	100406	6	PVC	Marion	Ave	
120108-120107	52	120108	120107	6	VCP	North	St	
120203-120202	60	120203	120202	6	VCP	North	St	Upstream end of North to 2nd Street
120204-120203	26	120204	120203	6	VCP	North	St	
120403-120402	80	120403	120402	12	VCP	North	St	
170500-170400	136	170500	170400	6	VCP	Princess	St	
170501-170500	115	170501	170500	6	VCP	Princess	Ln	
170600-170500	130	170600	170500	6	VCP	Princess	St	
170700-170600	228	170700	170600	6	VCP	Princess	St	
100121-100120	165	100121	100120	6	VCP	Prospect	Ave	
100145-100144	121	100145	100144	6	VCP	Prospect	Ave	

City of Sausalito
2020 Cleaning and Televising Project
Base Bid Pipe List and Notes

Pipe ID	Approx. Length	USMH	DSMH	Possible Diameter	Possible Material	Street	Suffix	Notes
100146-100145	121	100146	100145	6	VCP	Prospect	Ave	
100179-100121	317	100179	100121	8	VCP	Prospect	Ave	
121700-121600	189	121700	121600	6	VCP	Prospect	Ave	
121800-121700	108	121800	121700	6	VCP	Prospect	Ave	
121900-121800	71	121900	121800	8	VCP	Prospect	Ave	
210734-210721	353	210734	210721	6	VCP	Prospect	Ave	
211005-211001	290	211005	211001	8	RCP	Rose	Ct	
120114A-120111	326	120114A	120111	6	VCP	San Carlos	Ave	
120115-120114A	141	120115	120114A	6	VCP	San Carlos	Ave	
120117-120116	73	120117	120116	6	CI	San Carlos	Ave	
210703-210717	716	210703	210717	6	VCP	San Carlos	Ave	
210704A-210703	321	210704A	210703	6	VCP	San Carlos	Ave	
210705-210704A	237	210705	210704A	6	VCP	San Carlos	Ave	
210717-210700	423	210717	210700	6	VCP	San Carlos	Ave	
210712-210711	121	210712	210711	6	VCP	Santa Rosa	Ave	
210713-210712	165	210713	210712	6	VCP	Santa Rosa	Ave	
210714-210713	237	210714	210713	6	VCP	Santa Rosa	Ave	
210730-210714	427	210730	210714	10	VCP	Santa Rosa	Ave	
210731-210730	289	210731	210730	6	VCP	Santa Rosa	Ave	
210732-210731	89	210732	210731	6	VCP	Santa Rosa	Ave	
211304-211303	53	211304	211303	6	VCP	Santa Rosa	Ave	
211305-211304	120	211305	211304	6	VCP	Santa Rosa	Ave	
211306-211305	187	211306	211305	6	VCP	Santa Rosa	Ave	
211307-211306	191	211307	211306	6	VCP	Santa Rosa	Ave	
211308-211307	125	211308	211307	6	VCP	Santa Rosa	Ave	
100119-100118	150	100119	100118	6	VCP	Sausalito	Blvd	
100120-100118	228	100120	100118	6	VCP	Sausalito	Blvd	
100122-100117	310	100122	100117	6	VCP	Sausalito	Blvd	
100123-100122	246	100123	100122	6	VCP	Sausalito	Blvd	
100124-100123	250	100124	100123	6	VCP	Sausalito	Blvd	
100127-100125	174	100127	100125	8	VCP	Sausalito	Blvd	
100128-100127	229	100128	100127	8	VCP	Sausalito	Blvd	
100129-100128	238	100129	100128	6	VCP	Sausalito	Blvd	
100142-100124	57	100142	100124	6	VCP	Sausalito	Blvd	
100143-100142	96	100143	100142	6	VCP	Sausalito	Blvd	
100302-100300	284	100302	100300	6	PVC	Sausalito	Blvd	
100303-100302	264	100303	100302	6	VCP	Sausalito	Blvd	
100306-100303	292	100306	100303	6	VCP	Sausalito	Blvd	
100307-100306	175	100307	100306	6	LINER	Sausalito	Blvd	
100310-100307	444	100310	100307	6	VCP	Sausalito	Blvd	
100312-100310	348	100312	100310	6	VCP	Sausalito	Blvd	
100313-100312	112	100313	100312	6	VCP	Sausalito	Blvd	
121401-121400	24	121401	121400	6	VCP	Sausalito	Blvd	
121402-121401	81	121402	121401	6	VCP	Sausalito	Blvd	
121500-121400	184	121500	121400	6	VCP	Sausalito	Blvd	
121600-121500	262	121600	121500	6	VCP	Sausalito	Blvd	
100200-100100	350	100200	100100	10	VCP	Second	St	
100300-100200	240	100300	100200	8	VCP	Second	St	
100400-100300	85	100400	100300	12	VCP	Second	St	
100401-100400	38	100401	100400	6	VCP	Second	St	
120200-100100	351	120200	100100	10	VCP	Second	St	
120201-120200	219	120201	120200	6	VCP	Second	St	
100402-100400	271	100402	100400	12	VCP	South	St	
100405-100404	101	100405	100404	6	VCP	South	St	
100406-100405	116	100406	100405	6	VCP	South	St	
210719-210718	199	210719	210718	6	VCP	Spencer	Ave	
210720-210719	360	210720	210719	6	VCP	Spencer	Ave	
210721-210720	350	210721	210720	6	VCP	Spencer	Ave	
210722-210721	402	210722	210721	6	VCP	Spencer	Ave	
210723-210722	387	210723	210722	6	VCP	Spencer	Ave	
210725-210723	194	210725	210723	6	TRANSITE	Spencer	Ave	
210726-210725	153	210726	210725	6	VCP	Spencer	Ave	
210727-210726	233	210727	210726	8	TRANSITE	Spencer	Ave	
210728-210727	249	210728	210727	6	VCP	Spencer	Ave	
210729-210728	249	210729	210728	6	VCP	Spencer	Ave	

City of Sausalito
 2020 Cleaning and Televising Project
 Base Bid Pipe List and Notes

Pipe ID	Approx. Length	USMH	DSMH	Possible Diameter	Possible Material	Street	Suffix	Notes
210733-210720	188	210733	210720	6	VCP	Spencer	Ct	
120116-120115	203	120116	120115	6	CI	Sunshine	Ave	
120118-120116	148	120118	120116	6	VCP	Sunshine	Ave	
121300-121100	153	121300	121100	6	VCP	Sunshine	Ave	
121400-121300	227	121400	121300	6	VCP	Sunshine	Ave	
120301-120300	156	120301	120300	12	VCP	Third	St	
120302-120301	192	120302	120301	6	VCP	Third	St	
120502-120501	214	120502	120501	6	VCP	West	Ct	

City of Sausalito
2020 Cleaning and Televising Project
Bid Alternate A Pipe List

Pipe ID	Approx Length	USMH	DSMH	Possible Diameter	Possible Material	Street	Suffix	Notes
190007-190003	225	190007	190003	6	VCP	Anchor	St	
370807-370804	248	370807	370804	6	VCP	Arana	Cir	
370809-370807	240	370809	370807	6	VCP	Arana	Cir	
310100-310050	114	310100	310050	6	VCP	Bridgeway		
310101-310100	295	310101	310100	8	VCP	Bridgeway		
310103-310102	104	310103	310102	6	VCP	Bridgeway		Crossing Bridgeway at Spring St.
370100-370050	104	370100	370050	8	VCP	Bridgeway		
440412-440410	191	440412	440410	8	VCP	Buchanan	Ct	
440410-440403	199	440410	440403	18	VCP	Butte	St	
440411-440410	143	440411	440410	8	VCP	Butte	St	
210330-210310	239	210330	210310	6	VCP	Cazneau	Ave	
210350-210330	257	210350	210330	6	VCP	Cazneau	Ave	
310110-310107	459	310110	310107	6	VCP	Cazneau	Ave	
310111-310110	193	310111	310110	8	VCP	Cazneau	Ave	
310116-310115	34	310116	310115	6	PVC	Cazneau	Ave	
440200A-440201	23	440200A	440201	6	VCP	Coloma	St	
310186-310185	278	310186	310185	6	VCP	Crecienta	Dr	
220262-220260	219	220262	220260	6	VCP	Currey	Ave	
220264-220262	293	220264	220262	6	VCP	Currey	Ave	
310123-310122	110	310123	310122	8	VCP	Currey	Ave	
310160-310159	199	310160	310159	4	VCP	Currey	Ln	
310161-310160	219	310161	310160	6	VCP	Currey	Ln	
310162-310159	136	310162	310159	6	VCP	Currey	Ln	
310183-310180	201	310183	310180	6	VCP	Currey	Ave	
310184-310183	217	310184	310183	8	VCP	Currey	Ave	
310185-310184	274	310185	310184	6	VCP	Currey	Ave	
190008-190007	226	190008	190007	6	VCP	Easement		Ferry Terminal
210305-210300	80	210305	210300	6	VCP	Easement		Turney St N. of Bridgeway
280101-280100	153	280101	280100	6	LINER	Easement		Private Road off Libership near Bay Equity
310149-310150	133	310149	310150	6	VCP	Easement		Easement off of Toyon to Woodward easement
310800-310700	41	310800	310700	6	VCP	Easement		Spring Street to Toyon
310801-310800	72	310801	310800	6	VCP	Easement		Easement off of Spring to Toyon easement
310802-310801	82	310802	310801	6	VCP	Easement		Easement off of Spring to Toyon easement
311200-311100	133	311200	311100	6	VCP	Easement		Easement off of Spring to Toyon easement
311600-311200	249	311600	311200	6	VCP	Easement		Easement off of Spring to Toyon easement
370402-370401	94	370402	370401	6	VCP	Easement		Nevada St to Marin Ave
370403-370402	120	370403	370402	6	VCP	Easement		Nevada St to Marin Ave
370903-370902	76	370903	370902	6	VCP	Easement		Lincoln to Arana Circle
370904-370903	99	370904	370903	6	VCP	Easement		Lincoln to Arana Circle
470104-470103	84	470104	470103	6	VCP	Easement		Private Road @ New Village School near Olima
470105-470104	93	470105	470104	6	VCP	Easement		Private Road @ New Village School near Olima
480007-480006	116	480007	480006	6	VCP	Easement		Olima to Bridgeway
480008-480007	116	480008	480007	6	VCP	Easement		Olima to Bridgeway
310136-310135	70	310136	310135	6	TRANSITE	Easterby	St	
310137-310136	28	310137	310136	6	TRANSITE	Easterby	St	
470100-470000	119	470100	470000	10	PVC	Ebbtide	Ave	
470102-470101	101	470102	470101	6	VCP	Ebbtide	Ave	
220119-220117	18	220119	220117	6	VCP	Filbert	Ave	
220120-220118A	131	220120	220118A	6	VCP	Filbert	Ave	
220121-220119	83	220121	220119	6	VCP	Filbert	Ave	
220122-220113	224	220122	220113	6	VCP	Filbert	Ave	
220123-220122	193	220123	220122	6	VCP	Filbert	Ave	
310105-310104	244	310105	310104	8	VCP	Filbert	Ave	
430104-430101	30	430104	430101	10	DIP	Gate 5	Rd	
220268-220266	173	220268	220266	6	VCP	George	Ln	
220270-220268	244	220270	220268	6	VCP	George	Ln	
220272-220270	215	220272	220270	6	VCP	George	Ln	
220300-220270	198	220300	220270	6	VCP	George	Ln	
220260-220250	272	220260	220250	6	VCP	Glen	Dr	
220280-220260	166	220280	220260	6	VCP	Glen	Dr	
220290-220280	235	220290	220280	6	VCP	Glen	Dr	
310501-310500	280	310501	310500	8	LINER	Gordon	St	
430109-430108	35	430109	430108	6	VCP	Harbor	Dr	
210401-210400	60	210401	210400	10	VCP	Johnson	St	
210402-210401	158	210402	210401	6	VCP	Johnson	St	
370804-370803	81	370804	370803	6	VCP	Kendell	St	
370805-370804	49	370805	370804	6	VCP	Kendell	Ct	

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Pipe ID	Approx Length	USMH	DSMH	Possible Diameter	Possible Material	Street	Suffix	Notes
370806-370805	159	370806	370805	6	VCP	Kendell	Ct	
280102-280101	60	280102	280101	6	VCP	Liberty Ship	Way	
280102A-280102	121	280102A	280102	6	VCP	Liberty Ship	Way	
280103-280102A	97	280103	280102A	6	VCP	Liberty Ship	Way	
280103A-280102A	145	280103A	280102A	6	VCP	Liberty Ship	Way	
280104-280103	83	280104	280103	6	VCP	Liberty Ship	Way	
280105-280104	108	280105	280104	4	VCP	Liberty Ship	Way	
280106-280102	277	280106	280102	6	VCP	Liberty Ship	Way	
280107-280106	167	280107	280106	6	VCP	Liberty Ship	Way	
280206-280200T	95	280206	280200T	6	VCP	Liberty Ship	Way	
370802-370801	74	370802	370801	6	VCP	Lincoln	Dr	
370901-370900	136	370901	370900	6	VCP	Lincoln	Dr	
370902-370901	123	370902	370901	6	VCP	Lincoln	Dr	
370905-370901	130	370905	370901	6	VCP	Lincoln	Dr	
371201-371200	102	371201	371200	6	VCP	Lincoln	Dr	
371202-371201	224	371202	371201	6	VCP	Lincoln	Dr	
441300-441200	214	441300	441200	6	VCP	Lincoln	Dr	
441400-441300	221	441400	441300	6	VCP	Lincoln	Dr	
441500-441400	204	441500	441400	6	VCP	Lincoln	Dr	
210001-210002	14	210001	210002	6	VCP	Locust	St	
210003-210005	175	210003	210005	6	VCP	Locust	St	
210005-210002	52	210005	210002	6	VCP	Locust	St	
310107-310105	255	310107	310105	6	VCP	Marie	St	
310133-310107	300	310133	310107	6	VCP	Marie	St	
310134-310133	349	310134	310133	6	VCP	Marie	St	
370404-370403	143	370404	370403	6	VCP	Marin	Ave	
370405-370404	197	370405	370404	6	VCP	Marin	Ave	
370406-370403	317	370406	370403	6	VCP	Marin	Ave	
370407-370406	89	370407	370406	6	VCP	Marin	Ave	
370810-370801	172	370810	370801	6	VCP	Marin	Ave	
370811-370810	265	370811	370810	6	CI	Marin	Ave	
340200-340201	273	340200	340201	4	VCP	Marinship	Way	
370050-370000	62	370050	370000	8	VCP	Marinship	Way	
220304-220302	250	220304	220302	6	VCP	Monte Mar	Dr	
220306-220304	203	220306	220304	6	PVC	Monte Mar	Dr	
310124-310123	305	310124	310123	6	VCP	Monte Mar	Dr	
250001-250000	47	250001	250000	6	VCP	Napa	St	
250002-250001	28	250002	250001	6	VCP	Napa	St	
370401-370400	44	370401	370400	6	VCP	Nevada	St	
370801-370800	92	370801	370800	6	VCP	Nevada	St	
370803-370801	287	370803	370801	6	VCP	Nevada	St	
310201-310200	103	310201	310200	6	TRANSITE	Pearl	St	
310202-310200	128	310202	310200	6	VCP	Pearl	St	
310117-310112	254	310117	310112	6	VCP	Platt	Ave	
310194-310193	79	310194	310193	6	VCP	Platt	Ave	
310300-310200	287	310300	310200	6	TRANSITE	Spring	St	
310400-310300	175	310400	310300	8	VCP	Spring	St	
310500-310400	183	310500	310400	6	VCP	Spring	St	
310600-310500	250	310600	310500	6	VCP	Spring	St	
310600A-310600	100	310600A	310600	6	VCP	Spring	St	
310600B-310600A	55	310600B	310600A	6	VCP	Spring	St	
310700-310600A	101	310700	310600A	6	VCP	Spring	St	
310154-310153	355	310154	310153	6	VCP	Toyon	Ln	
310155-310154	125	310155	310154	6	VCP	Toyon	Ln	
310156-310155	152	310156	310155	8	VCP	Toyon	Ln	
310157-310156	128	310157	310156	6	VCP	Toyon	Ln	
310158-310157	136	310158	310157	6	VCP	Toyon	Ln	
310159-310155	165	310159	310155	6	VCP	Toyon	Ln	
310191-310153	156	310191	310153	8	VCP	Toyon	Ln	
310193-310192	162	310193	310192	6	VCP	Toyon	Ln	
310900-310800	79	310900	310800	6	VCP	Toyon	Ct	
311000-310900	64	311000	310900	6	VCP	Toyon	Ct	
311100-311000	92	311100	311000	6	VCP	Toyon	Ct	
210201-210200	81	210201	210200	6	VCP	Turney	St	
310125-310124	137	310125	310124	8	VCP	Vista Clara	Rd	
310126-310125	112	310126	310125	6	VCP	Vista Clara	Rd	
310127-310126	291	310127	310126	6	VCP	Vista Clara	Rd	

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Pipe ID	Approx Length	USMH	DSMH	Possible Diameter	Possible Material	Street	Suffix	Notes
310182-310125	53	310182	310125	6	VCP	Vista Clara	Rd	
310139-310138	147	310139	310138	6	VCP	Woodward	Ave	
310141-310139	188	310141	310139	6	VCP	Woodward	Ave	
310142-310141	195	310142	310141	6	VCP	Woodward	Ave	
310143-310142	235	310143	310142	6	CI	Woodward	Ave	
310144-310143	91	310144	310143	6	VCP	Woodward	Ave	
310145-310144	94	310145	310144	6	VCP	Woodward	Ave	
310150-310142	96	310150	310142	6	VCP	Woodward	Ave	
310301-310300	214	310301	310300	6	VCP	Woodward	Ave	
310302-310300	141	310302	310300	8	VCP	Woodward	Ave	
310304-310302	162	310304	310302	8	VCP	Woodward	Ave	
310119-310113	242	310119	310113	8	VCP	Wray	Ave	
310120-310119	30	310120	310119	6	VCP	Wray	Ave	
310121-310119T	112	310121	310119T	6	VCP	Wray	Ave	
310122-310120	194	310122	310120	8	VCP	Wray	Ave	

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Pipe ID	Approx Length	USMH	DSMH	Possible Diameter	Possible Material	Street	Suffix	Notes
210200-210001	315	210200	210001	6	VCP	Easement		E of Bridgeway between Locust and Turney
210300-210200	285	210300	210200	6	VCP	Bridgeway		
210400-210300	297	210400	210300	6	VCP	Easement		E of Bridgeway between Pine and Johnson
210500-210400	309	210500	210400	12	VCP	Bridgeway		
220100-220101	300	220100	220101	8	PVC	Caledonia	St	
220101-220000	205	220101	220000	6	VCP	Litho	St	
220101A-220101	444	220101A	220101	6	VCP	Litho	St	
220106-220101	300	220106	220101	6	LINER	Caledonia	St	
220107-220106	269	220107	220106	6	VCP	Caledonia	St	
220108-220107	251	220108	220107	6	VCP	Caledonia	St	
220109-220108	270	220109	220108	6	VCP	Caledonia	St	
220110-220109	277	220110	220109	6	VCP	Bridgeway		
220111-220110	24	220111	220110	6	LINER	Bridgeway		
220250-220230	82	220250	220230	8	RCP	Glen	Dr	
220266-220264	24	220266	220264	6	VCP	Currey	Ave	
220302-220300	121	220302	220300	6	VCP	Monte Mar	Dr	
310050-310000	130	310050	310000	6	VCP	Marinship	Way	
310102-310101	208	310102	310101	6	VCP	Filbert	Ave	
310104-310102	229	310104	310102	8	VCP	Filbert	Ave	
310135-310101	460	310135	310101	6	TRANSITE	Easterby	St	
310138-310137	95	310138	310137	6	LINER	Woodward	Ave	
310165-310100	301	310165	310100	10	DIP	Bridgeway		
310166-310165	299	310166	310165	6	VCP	Bridgeway		
310167-310166	301	310167	310166	6	PVC	Bridgeway		
310169-310168	117	310169	310168	6	VCP	Woodward	Ave	
310170-310169	130	310170	310169	6	VCP	Woodward	Ave	
310171-310168	122	310171	310168	6	PVC	Woodward	Ave	
310172-310165	399	310172	310165	6	LINER	Olive	St	
310173-310172	134	310173	310172	6	VCP	Woodward	Ave	
310174-310172	398	310174	310172	8	VCP	Woodward	Ave	
310175-310174	134	310175	310174	6	VCP	Woodward	Ave	
310176-310173	165	310176	310173	6	VCP	Woodward	Ave	
310180-310123	90	310180	310123	8	RCP	Currey	Ave	
310192-310191	81	310192	310191	8	VCP	Toyon	Ln	
310200-310100	461	310200	310100	8	VCP	Spring	St	
310303-310302	27	310303	310302	6	VCP	Woodward	Ave	
370200-370100	190	370200	370100	6	VCP	Nevada	St	
370300-370200	86	370300	370200	6	VCP	Nevada	St	
370400-370300	184	370400	370300	6	VCP	Nevada	St	
370600-370400	162	370600	370400	6	VCP	Nevada	St	
370700-370600	263	370700	370600	8	VCP	Nevada	St	
370800-370700	284	370800	370700	6	VCP	Nevada	St	
370900-370800	339	370900	370800	6	VCP	Easement		MLK Park north of Lincoln
371000-370900	234	371000	370900	6	VCP	Easement		MLK Park north of Lincoln
371100-371000	235	371100	371000	6	CI	Easement		MLK Park
371200-371100	155	371200	371100	6	VCP	Easement		MLK Park
371300-371200	288	371300	371200	6	VCP	Easement		MLK Park
371400-371300	271	371400	371300	6	VCP	Easement		MLK Park
440404-440403	291	440404	440403	6	VCP	Tomales	St	
440405-440404	272	440405	440404	6	VCP	Tomales	St	
440406-440405	15	440406	440405	6	VCP	Tomales	St	
440407-440406	312	440407	440406	6	VCP	Tomales	St	
440408-440407	293	440408	440407	6	VCP	Wateree	St	
440409-440408	44	440409	440408	6	VCP	Buchanan	Dr	
440413-440404	139	440413	440404	6	VCP	Tomales	St	
440414-440413	118	440414	440413	6	VCP	Buchanan	Dr	
440417-440414	179	440417	440414	6	VCP	Buchanan	Dr	
440424-440423	127	440424	440423	6	VCP	Buchanan	Dr	
440425-440423	105	440425	440423	6	VCP	Buchanan	Dr	
440501-440500T	212	440501	440500T	6	VCP	Easement		MLK Park connection to Coloma
440502-440501	345	440502	440501	6	VCP	Easement		MLK Park
440503-440502	194	440503	440502	6	VCP	Easement		MLK Park
440600-440500	274	440600	440500	8	VCP	Coloma	St	
440801-440800	108	440801	440800	6	VCP	Butte	St	
440802-440801	223	440802	440801	6	VCP	Butte	St	
440803-440806	112	440803	440806	6	VCP	Buchanan	Dr	
440804-440801	62	440804	440801	6	VCP	Butte	St	

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Pipe ID	Approx Length	USMH	DSMH	Possible Diameter	Possible Material	Street	Suffix	Notes
440805-440804	163	440805	440804	6	VCP	Sacramento	Ave	
440806-440802	94	440806	440802	6	VCP	Butte	St	
440900-440800	67	440900	440800	6	VCP	Butte	St	
441000-440900	157	441000	440900	6	VCP	Lincoln	Dr	
441001-441000	204	441001	441000	6	VCP	Buchanan	Dr	
441100-441000	121	441100	441000	8	VCP	Lincoln	Dr	
441200-441100	178	441200	441100	6	VCP	Lincoln	Dr	
441201-441200	116	441201	441200	8	VCP	William	Ct	
470101-470100	245	470101	470100	6	VCP	Ebbtide	Ave	
470103-470101	223	470103	470101	6	PVC	Ebbtide	Ave	
470106-470105	58	470106	470105	8	VCP	Easement		Private Road @ New Village School near Olima
470200-470100	309	470200	470100	6	VCP	Ebbtide	Ave	
470300-470200	322	470300	470200	6	VCP	Stanford	Way	
480002-480000	396	480002	480000	6	CIP	Bridgeway		
480004-480002	54	480004	480002	6	VCP	Bridgeway		
480005-480004	283	480005	480004	6	PVC	Bridgeway		
480006-480005	60	480006	480005	6	VCP	Bridgeway		