



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE:

Construction Agreement – Prospect Avenue/Sausalito Boulevard Storm Drain Repair.

RECOMMENDED MOTION:

Adopt a Resolution of the City Council of the City of Sausalito Awarding and Authorizing the City Manager to Execute a Construction Agreement with Jedco Consulting Engineers, Inc. for the Prospect Avenue/Sausalito Boulevard Storm Drain Repair Project

SUMMARY

City staff recently discovered a failed storm drain next to a new home under construction at 591 Sausalito Blvd. The new home went through Design Review, Environmental Review and Building Code Plan Check and is fully permitted. The storm drain alignment is located within a 10' wide public right-of-way that also contains sanitary sewer facilities. In the course of excavating the foundation for the new home, the developer exposed the public storm drain, a corrugated metal pipe 12 inches in diameter, and found that the bottom of the drain was failed. The failure is due to perforation as a result of corrosion through years of service. The developer removed approximately 40 feet of the deteriorated pipe to enable foundation construction and agreed to replace that pipe segment with newer material at its expense.

Staff performed additional evaluation and identified the urgent need to replace the entire reach of storm drain between Sausalito Boulevard and Prospect Avenue, approximately 270 feet in length. In an effort to limit the impacts of repairing the remaining portion of failed pipe, Staff solicited proposals for an in-place repair. In-place repair means that open trench work is not anticipated (other than excavation of delivery and receiving pits. Given the approaching rainy season, Staff issued a request for proposals on September 14, 2009. The City received one proposal.

A team comprised of Jedco Consulting Engineers and Tric Tools proposed to install a plastic slip-liner in the deteriorated line for \$28,800. Tric Tools is a specialty contractor respected for excellent service and quality fusion welded polyethylene liners. Jedco is an Engineering Firm that provides project management services but is also a licensed

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general engineering contractor. Jedco has also built residential subdivisions in the East Bay. On that basis staff believes that the single bid is acceptable.

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute a Construction Agreement with Jedco Consulting Engineers for Sausalito Blvd./Prospect Ave. Storm Drain repair.

BACKGROUND

The City operates and maintains the storm drains in the City. Maintenance of the drain is typically limited to clearing catch basins or removing obstructions causing ponding. Structural repair of the drains is most often completed in conjunction with roadway rehabilitation or case-by-case. Recent work has been related to improving hydraulic operations to eliminate flooding. Many public agencies manage storm drain operation similarly. Generally, there is insufficient revenue to do systematic structural repairs. Repairs are scheduled as problems are discovered.

The subject drain, which drains portions of Prospect Avenue and Sausalito Boulevard, is a typical line, presumably installed as the area was developed, using steel pipe which has a service life of approximately 40 years. One of the homes adjacent to the drain was built in 1939. It is possible that the drain is 70 years old.

The adopted FY2009-10 Budget includes \$106,000 in funds for Storm Drain Replacement (in R.O.W.). The subject repair is eligible.

DISCUSSION

The proposal received was based on the RFP. In conformance with the pertinent Sausalito Municipal Code Section 3.30.330, Informal Bidding Requirements, Staff has reviewed the bid received and determined that it is the lowest responsive and responsible bid that fulfills the purpose intended according to criteria designated in the solicitation. The amount of the bid is reasonable given recent undergrounding work in the sanitary sewers and past emergency work in the Storm Drains. If approved, notice to proceed will be issued October 21, 2009. Jedco Inc. estimates 2-3 weeks to perform the work.

FISCAL IMPACT

The proposed work will be funded from the adopted FY2009-10 General Capital Projects Fund Budget. The bid proposal is \$28,800 and can be funded from the Storm Drain Replacement Program (R.O.W.) with \$106,000 unencumbered as of October 13, 2009. Staff recommends that a ten percent (10%) contingency amount also be authorized increasing the authorization request to \$31,680.

A requisition has been prepared.

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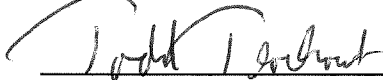
STAFF RECOMMENDATIONS

Adopt a Resolution of the City Council of the City of Sausalito Awarding and Authorizing the City Manager to Execute a Construction Agreement with Jedco Consulting Engineers for the Prospect Avenue/Sausalito Storm Drain Repair Project.

ATTACHMENTS


Resolution
Bid Form
Construction Agreement
Vicinity Map
Requisition

PREPARED BY:




Todd Teachout
City Engineer

REVIEWED BY (Department Head):



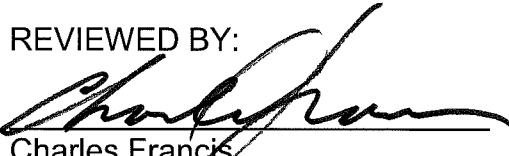
Jonathon Goldman
Director of Public Works

REVIEWED BY:



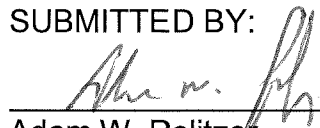
Mary Wagner
City Attorney

REVIEWED BY:



Charles Francis
Administrative Services Director/Treasurer

SUBMITTED BY:



Adam W. Politzer
City Manager

RESOLUTION No. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO AWARDING TO AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT WITH JEDCO CONSULTING ENGINEERS, INC. FOR THE PROSPECT AVENUE/SAUSALITO BOULEVARD STORM DRAIN REPAIR PROJECT

WHEREAS, the City Council adopted the FY2009-10 Budget which includes resources to construct capital improvements including:

Project Name
Storm Drain Replacement (R.O.W.) \$106,000

; and

WHEREAS, the discovery of a failed Storm Drain Line (caused by corrosion related perforation presumed to be the result of service beyond its design life) as a result of adjacent private construction prompts urgent action to design and construct repairs the drain upstream to Prospect Avenue and downstream to Sausalito Boulevard; and

WHEREAS, the City Engineer prepared project documents for repair of the section of the failed Storm Drain Line; and

WHEREAS, the City Engineer estimated that project costs would total \$35,000; and

WHEREAS, in conformance with Sausalito Municipal Code Section 30.30.310, the City solicited informal bids for performance of the desired storm drain repairs; and

WHEREAS, the City received a bid from one (1) firm; and

WHEREAS, Jedco Consulting Engineers, Inc. submitted a responsive bid in the amount of \$28,800; and

WHEREAS, the City Engineer and Director of Public Works have evaluated the bid and recommend that the Council award the Agreement to Jedco Consulting Engineers, Inc.; and

WHEREAS, pursuant to the California Code of Regulations, TITLE 14, DIVISION 6, CHAPTER 3, ARTICLE 19, Subsection 15302, the contemplated project is categorically exempt from CEQA under Class 2(c) which consists of replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.

WHEREAS, at its October 20, 2009 regular meeting the City Council reviewed the bid and supporting information.

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NOW, THEREFORE, the City Council of the City of Sausalito does hereby resolve as follows:

1. Jedco Consulting Engineers, Inc. is qualified to perform the work and submitted the lowest responsive and responsible bid in response to a solicitation made in conformance with the Sausalito Municipal Code.
2. The project is categorically exempt from CEQA.
3. The Construction Agreement is hereby awarded to Jedco Consulting Engineers, Inc.
4. The City Manager is authorized to execute said Construction Agreement with Jedco Consulting Engineers, Inc. on behalf of the City with for \$28,800.
5. Authorizes a contingency amount of ten percent (10%) and \$2,880.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito on the 20th day of October, 2009, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSTAIN: Councilmembers:

Mayor, City of Sausalito

ATTEST:

City Clerk

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STANDARD FORM OF CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is entered into this ___ day of _____, 2009, by and between the CITY OF SAUSALITO ("City"), and Jedco Consulting Engineers, Inc. ("Contractor").

RECITALS

The following Recitals are a substantive part of this Agreement:

A. The City called for bids to have work performed for the Prospect Ave./Sausalito Blvd. Storm Drain Repair herein referred to as the "Project".

B. On _____ the City Council by motion, accepted the lowest responsible bid by Contractor for the Project in the amount of Twenty Eight Thousand Eight Hundred and no/100's Dollars (\$28,800.00);

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES: Contractor will, in a workerlike manner, faithfully and fully perform the work as set forth in the documents for the for the Project, entitled Prospect Ave./Sausalito Blvd. Storm Drain Repair and furnish all materials and labor, services and transportation necessary, convenient and proper; all strictly in accordance with the plans, drawings, and specifications.

2. COMPENSATION: In consideration of the performance of the services described in Section 1 Contractor shall be compensated at the rates and in the amounts described in Exhibit A, Contractors Bid Proposal a total amount of Twenty Eight Thousand Eight Hundred and no/100's Dollars (\$28,800.00). City shall comply with the provisions of California Public Contracts Code Section 20104.50 with respect to payment to Contractor.

3. INDEMNIFICATION:

- (a) To the fullest extent permitted by law and without limitation by the provisions of Section 4 below relating to insurance, Contractor agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, agents, employees and volunteers from any and all claims, demands, suits, losses, damages, injuries, and liability, direct or indirect including any and all costs and expenses in connection therewith, incurred by reason of any acts, errors, or omissions of Contractor, whether negligent or intentional, under or in connection with this Agreement. Contractor further agrees to defend the City, its elected and appointed officials, officers, agents, employees and volunteers at its own cost,

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expense, and risk, and to pay and satisfy any resulting judgments. The Contractor's obligations under this Section 3 apply regardless of whether or not a liability is caused or contributed to by any act or omission of the City, except that the Contractor shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of the City. The provisions of this Section survive the completion of the Project and/or termination of the Agreement.

- (b) To the fullest extent permitted by law and without limitation by the provisions of Section 4 relating to insurance, the Contractor shall also indemnify, defend and hold harmless the City its elected and appointed officials, officers, agents, employees and volunteers from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Contractor or any of the Contractor's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractor of the Contractor or its subcontractors, the Contractor shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractor. The provisions of this Section survive completion of the Project and/or termination of the Agreement.

4. INSURANCE: Contractor at its own cost and expense shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

- a. Worker's Compensation Coverage. Contractor shall maintain Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Worker's Compensation insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Worker's Compensation policies must be received by the City at least thirty (30) days prior to such change.
- b. General Liability Coverage. Contractor shall maintain commercial general liability insurance (with coverage at least as broad as ISO form CG 00 01 10 01) in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

c. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury, including death, and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each.

d. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed to contain the following specific language:

- i. The City, its elected and appointed officials, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code section 2782(b).
- ii. This policy shall be considered primary insurance as respects the City, its elected and appointed officials, officers, agents, employees, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- iv. The insurer waives all rights of subrogation against the City, its elected or appointed officials, officers, volunteers, employees or agents.
- v. Any explosion, collapse, and underground property damage exclusion must be deleted.
- vi. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officials, officers, employees, agents or volunteers.
- vii. The insurance provided by this policy shall not be suspended, voided, canceled or reduced in coverage except after thirty (30) days written notice has been received by the City.

e. Deductibles and Self-Insured Retentions Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles and self-insured retentions.

f. Certificates of Insurance and Endorsements. Contractor shall provide certificates and endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City concurrently with the delivery of executed copies of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

g. Subcontractors. The Contractor shall either include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. The coverage for subcontractors is subject to all of the requirements for contractors as stated herein.

5. NON-ASSIGNABILITY: Neither this Agreement, nor any part of it, nor any monies due or to become due hereunder, may be assigned by the Contractor without the prior written consent and approval of the City, nor in any event without the consent and approval of the Contractor's surety, unless the surety waives its rights to notice of assignment.

6. INDEPENDENT CONTRACTOR: Contractor is an independent contractor and not an employee or agent of the City and has no authority to contract or enter into any other agreement in the name of the City. Contractor has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by contractor who are assisting in the performance of services under this Agreement. Contractor shall be fully responsible for all matters relating to the payment of its employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters. Contractor shall be responsible for its own acts and those of its subcontractors, agents and employees during the term of this Agreement.

7. BUSINESS LICENSE: Contractor has or shall obtain a City of Sausalito Business License and pay all the requisite fees prior to the commencement of the work under this Agreement.

8. ATTORNEY'S FEES AND COSTS: If either party brings any action or proceeding (including arbitration) to enforce, protect, or establish any right or remedy under this Agreement, the prevailing party shall be entitled to receive reasonable court costs and attorney's fees.

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9. MISCELLANEOUS:

- a. Contractor warrants that it can perform the work set forth in the specifications and contract documents at the price set forth in Contractor's bid, a copy of which is attached as Exhibit "A."
- b. Contractor further warrants that it has thoroughly reviewed the plans and specifications of project and no mistake was made in the submittal of its bid.
- c. Contractor further agrees to hold the City harmless from liability and indemnify it from any type of cost and liability that may result from Contractor's mistake in its bid.
- d. Contractor agrees that it will not perform work with a subcontractor who is debarred pursuant to Labor Code Sections 1777.1 or 1777.7.
- e. Contractor shall provide City with the notice required under California Public Contract Code Section 7104 regarding hazardous materials and certain changed conditions.
- f. In accordance with California Public Contracts Code Section 9201 City shall timely notify Contractor of any third party claims relating to this Agreement.
- g. The provisions of California Public Contracts Code Section 20104 *et seq.* shall apply to the resolution of any claim under this Agreement under \$375,000.00.
- h. In accordance with California Labor Code Section 1773.2 the prevailing wage rates applicable to the Project are on file in the office of the City Engineer and are available for inspection during normal business hours. Contractor shall and shall require any subcontractor(s) to comply with the provisions of California Labor Code Section 1776 (regarding payroll records).
- i. In accordance with California Labor Code Section 1810 Contractor acknowledges and agrees that eight (8) hours constitutes a legal day's work and that the provisions of California Labor Code Section 1813 shall apply regarding statutory penalties for Contractor's failure to comply with applicable wage and hour laws.
- j. There shall be no discrimination against any employee who is employed by Contractor to perform services under this Agreement,

or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

k. Contractor can be contacted:

by mail at: _____

by telephone at (415) 559-5971

by FAX at (650) 960-0862

l. City can be contacted:

By mail at: 420 Litho Street
Sausalito, CA 95965
Attn: City Engineer

By telephone at (415) 289-4111

By FAX at (415) 339-2256

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF SAUSALITO, a
Municipal Corporation of
the State of California

CONTRACTOR:

By: _____
Adam Politzer
CITY MANAGER

By: _____
Title:

Contractor's License No.
Expiration:

Classification:
Business License #:

ATTEST:

Debbie Pagliaro, City Clerk

APPROVED AS TO FORM:

Mary Wagner, CITY ATTORNEY

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Attachments

- Exhibit A - Contractor's Bid Form
- Exhibit B - Request for Bids with Addenda
- Exhibit C - Insurance Certificates

EXHIBIT A
CONTRACTOR'S BID FORM

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Bid Form

Prospect Ave/Sausalito Blvd Storm Drain Repair

September 2009

Item No.	Description	Unit	Quantity	Unit Cost \$	Extended Cost \$
1	Mobilization ⁶	LS	1	4000. ⁰⁰	4000. ⁰⁰
2	Traffic Control	LS	1	2850. ⁰⁰	2850. ⁰⁰
3	Repair or Replace 12 inch CMP Storm Drain - C.I.P. ^{1,5}	LS	1	15,750. ⁰⁰	15,750. ⁰⁰
4	Remove/Replace Inlet ⁷	EA	2	1500. ⁰⁰	3,000. ⁰⁰
5	Remove/Replace MH ³	EA	2	1500. ⁰⁰	3,000. ⁰⁰
6	Landscape Restoration ⁴	LS	1	200. ⁰⁰	200. ⁰⁰
				Total	28,800. ⁰⁰

Total Bid (in words) TWENTY EIGHT THOUSAND EIGHT HUNDRED DOLLARS

Bid Proposal prepared/submitted by: Firm Name: JEDCO CONSULTING ENGINEERS, INC.
 Address: 930 DWIGHT WAY, #10
 City/State/Zip Code BERKELEY, CA 94710
 Telephone/E-mail: (510)649-0241 / info@jedco-inc.com
 Principal/Owner Name FIRAS JANDALI, C.E., S.E.

Signature evidencing authorized Proposal: _____
 Title V.P.

Acknowledge Receipt and
 Acceptance of Addendum Number

Initials of Authorized Rep

RECEIVED

SEP 28 2009

CITY OF SAUSALITO
 COMMUNITY DEVELOPMENT

Bid Bond in the Amount of 10% of the Total Bid must be included with Bid Form

EXIST. PIPE ROUT MAY HAVE TO BE ADJUSTED AT AN ADDITIONAL COST.
 See Notes following page

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EXHIBIT B
REQUEST FOR BIDS

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CITY OF SAUSALITO

420 Litho Street * Sausalito, CA 94965

Telephone: (415) 289-4100

www.ci.sausalito.ca.us

September 14, 2009

City of Sausalito Public Works Department - Engineering Division

RE: Request for Bids

DUE: September 29, 2009

SCOPE: Repair or Replacement of Approximately 270 Linear Feet of 12 inch Diameter Corrugated Metal Storm Drain Pipe In-Place

To whom it may concern:

The City of Sausalito seeks written proposals from qualified, State-licensed Class "A" General Engineering Contractors for the repair or replacement of approximately 270 linear feet of existing 12 inch corrugated metal pipe storm drain. The pipe is believed to be corroded along its flow line severely enough to have caused extensive perforation of the pipe bottom for much if not all of the length. The existing pipe is rated to flow at 9.7 cubic feet per second. The City will consider any repair or replacement alternative rated to flow the same or more with an expected lifecycle of 20 years or more and that can be maintained using the City's existing rodding, flushing, and video inspection equipment. The Contractor shall be responsible for locating and tying in any existing connections to the storm drain segment to be repaired or replaced as part of the work.

This pipe is located in a 10 foot wide public right-of-way unimproved on the surface. The right-of-way also contains an 8 inch Sanitary Sewer Main. The length of the line is estimated to be 350 feet long. Surface grade slope is approximately 25%. Adjacent to the right of way are 5 residential lots. Four are improved with homes. A new home is currently under construction on the fifth lot. Site landscaping on the developed lots vary from highly manicured to adequate to limit erosion and to provide screening between homes.

With regard to the lot that is currently under new home construction, the owner removed approximately 80 feet of the subject storm drain pipe to gain improved access for foundation construction. The 80-foot section will be replaced by the owner using a non-concrete material acceptable to the City. The material has not been determined at this time. Effort will be made to have the material compatible with upstream and downstream repair material. The subject 80-foot section is not included in the 270 linear foot estimate of storm drain requiring repair or replacement.

The City seeks proposals for repair or replacement of the portion of the line currently in place. The City desires the repairs to be installed before the rainy season of 2009 which unofficially begins on October 15, 2009.

FAX NUMBERS:

Administration: (415) 289-4167

Recreation: (415) 289-4189

Community Development: (415) 339-2256

Library: (415) 331-7943

Public Works: (415) 289-4138

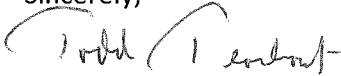
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As proposals may be submitted for differing means and methods to repair or replace the Strom Drain the City may not award to the bidding firm with the lowest bid. Instead the City is expected to award on the basis of the best value and performance. To the extent that proposals are similar with regard to repair, the City will award to the low bidder. It is incumbent upon the proposing firm to include information on the proposed type of repair type and information about long term performance with regard to hydraulic capacity and durability with regard to intended maintenance techniques.

Upon notice of award, the selected Contractor will have ten (10) days to submit Contract Documents including required certificates of insurance and endorsements, a Performance Bond in the amount of 100% of the bid price, and a Payment Bond in the amount of 100% of the bid price. Should the Contractor fail to do so, its Bid Bond will be forfeit and the City may offer the project to the next lowest responsive, responsible bidder. Following acceptance of the project, the Contractor's final payment shall be released when the City receives a Maintenance Bond valid for twelve (12) months in the amount of 50% of the bid price.

This is a prevailing wage project under the State Labor Code and the Contractor will be expected to submit documentation adequate to allow the City to confirm that prevailing wages have been paid. The City expects to compensate on a bid item basis. The City reserves the rights to waive informalities and to reject any and all bids. The City has adopted the attached standard form of agreement for construction. Any issues with the terms and conditions in the attached must be identified with the proposal or it will be assumed that they are acceptable. Please contact me at 415-289-4111 or via electronic mail to tteachout@ci.sausalito.ca.us if you have any questions. Thanks for your prompt consideration of this matter.

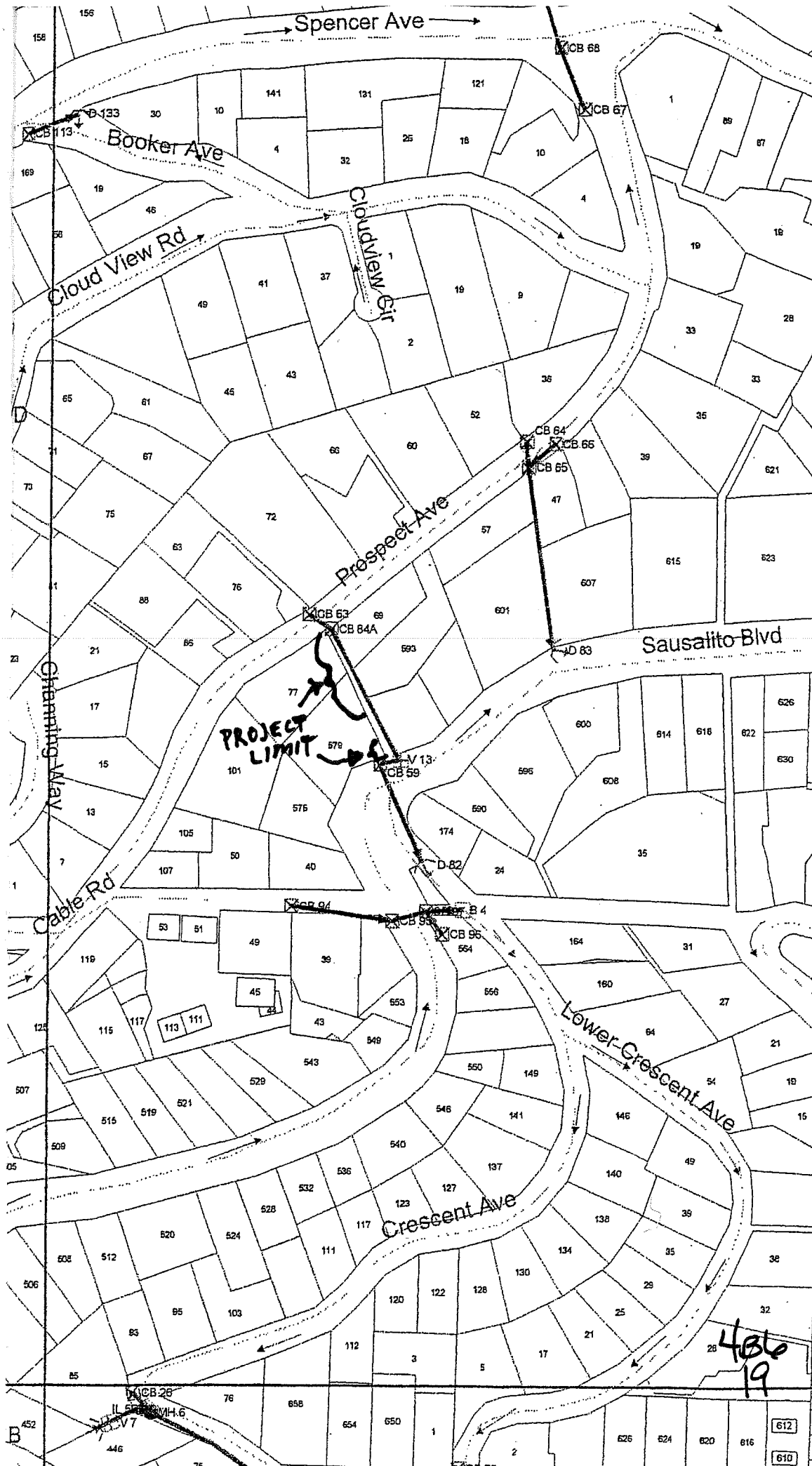
Sincerely,



Todd Teachout, P.E.
City Engineer

Attachments: Bid Form
City of Sausalito Construction Agreement Template

cc: Jonathon Goldman – Director of Public Works
Mary Anne Wagner, Esq. – City Attorney



PROJECT
LIMIT

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612

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Bid Form

Prospect Ave/Sausalito Blvd Storm Drain Repair

September 2009

Item No.	Description	Unit	Quantity	Unit Cost	Extended Cost
1	Mobilization ⁶	LS	1		
2	Traffic Control	LS	1		
3	Repair or Replace 12 inch CMP Storm Drain - C.I.P. ^{1,5}	LS	1		
4	Remove/Replace Inlet ²	EA	2		
5	Remove/Replace MH ³	EA	2		
6	Landscape Restoration ⁴	LS	1		
				Total	

Total Bid (in words) _____

Bid Proposal prepared/submitted by: _____ Firm Name: _____

Address: _____

City/State/ZipCode _____

Telephone/E-mail: _____

Principal/Owner Name _____

Signature evidencing authorized Proposal: _____

Title _____

Acknowledge Receipt and

Acceptance of Addendum Number

Initials of Authorized Rep

Bid Bond in the Amount of 10% of the Total Bid must be included with Bid Form

See Notes following page

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Prospect Ave/Sausalito Blvd Storm Drain Repair September 2009

Bid Form Notes:

1. C.I.P. = Complete in place. Contractor shall furnish all necessary supplemental components and materials to securely install repair material. Cost for furnishing these items are included in unit cost amount.
2. The drain segment has functional Inlets. The Condition of the inlets is unknown but presumed to be in adequate condition. Bid Item is included in the bid list in the event that construction reveals the need to replace. The intention of the project is to reuse as much of the appurtenances as possible.
3. The drain segment is believed to have functional manholes. There may be no manholes. Inlets may be serving as junction structures. The Condition is unknown but presumed to be in adequate condition. Bid Item is included in the bid list in the event that construction reveals the need to replace or install. The intention of the project is to reuse as much of the appurtenances as possible.
4. Excavation work is expected to be performed within public right-of-way. Topography is such that severe grade changes may exist that require limited spot excavations within vegetated areas of the 10 foot easement. Permission has not been secured from adjacent property owners to encroach on adjacent private property. Contractor will be required to secure right of entry at its expense for any use of private property as part of the work.
5. Bid Item includes costs for confined space entry and shoring to the extent that the installation requires actions to assure worker safety.
6. Mobilization Item will include materials, equipment and oversight to prevent erosion and collect and safely dispose of all non-stormwater discharges.

EXHIBIT C
INSURANCE CERTIFICATES

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