



STAFF REPORT

CITY COUNCIL OF THE CITY OF SAUSALITO

AGENDA TITLE:

Award of Contract for Maintenance Re-Painting of Old City Hall to Jerry Thompson & Sons Painting, Inc. of San Rafael, California for the Lump Sum of \$25,300 under Sausalito Municipal Code Section 3.30.330

RECOMMENDED MOTION:

Adopt Resolution Awarding Contract for Maintenance Re-Painting of Old City Hall to Jerry Thompson & Sons Painting, Inc. of San Rafael, California for the Lump Sum of \$25,300

SUMMARY

Repainting of the City's Old City Hall Building, located at 731 Bridgeway, is overdue and is a priority owing to the facility's status as a historic City facility and its value as a source of revenue. Quotes for repainting the trim on the Bridgeway and west side of the building were solicited in fall, 2008, but the firms proposing did not provide comparable quotes. Staff evaluated the condition of the paint and substrates at the building, collected and had a sample of the paint tested for lead content, and prepared the attached specifications for repainting. In addition, provisions for the repainting were made in the FY09-10 budget, with \$40,000 having been appropriated for the project from the Old City Hall Fund (adopted budget, p. 97).

The specifications prepared were provided to each firm that had submitted a quotation previously, as well as posted on the Golden Gate Builder's Exchange network of planrooms, the City's website, and a notice published in the *Marin Independent Journal* of October 9, 2009 – all in conformance with the requirements for Public Work set forth in the Sausalito Municipal Code (SMC), § 3.30.300 *et seq.*

Bids were opened at 2 PM on Tuesday, October 20, 2009 by the City Clerk. Three bids were received and opened. The bidders and amounts are:

Jerry Thompson & Sons Painting, Inc.	\$25,300
Fix Painting Company	\$32,500
Newmak Builders	\$47,000

Staff has evaluated the bids and finds that Jerry Thompson & Sons Painting, Inc., holding current, active and valid California Contractor's License # 684610 with both C33 PAINTING AND

Item #: 4B1
Meeting Date: 11/10/09
Page #: 1

DECORATING and B GENERAL BUILDING CONTRACTOR classifications submitted the lowest responsible and responsive bid fulfilling the purpose intended according to criteria designated in the solicitation. On that basis, as provided for in SMC § 3.30.330.C., assuming that the Council concurs, it is recommended that the City Council award the contract to Jerry Thompson & Sons Painting, Inc. and waive any minor bid irregularities.

ISSUES

None identified. Staff has coordinated with the tenant's representative, and the contract documents require that the contractor awarded the work further coordinate regarding work hours and other issues that have the potential to adversely impact the tenant's business use of the premises. It is anticipated that the contractor will require a ministerial, temporary encroachment permit under SMC § 17.16 for the use of scaffolding, ladders or a lift in front of the building. As a ministerial action, the project is statutorily exempt from the California Environmental Quality Act (CEQA) (14 CCR § 15268). To the extent the project is discretionary, it is categorically exempt from CEQA under 14 CCR § 1530, Existing Facilities, in that it consists of the maintenance of an existing public facility involving negligible or no expansion of use. The specifications require that the contractor submit color samples to allow the City to confirm that the new coatings will match existing. Staff will ask the Historic Landmarks Board to make this confirmation once the samples are submitted.

FISCAL IMPACT

The bid recommended for award is lower than the unencumbered amount available in the adopted budget (\$40,000 as of October 29, 2009).

STAFF RECOMMENDATIONS

Adopt Resolution Awarding Contract for Maintenance Re-Painting of Old City Hall to Jerry Thompson & Sons Painting, Inc. of San Rafael, California for the Lump Sum of \$25,300

ATTACHMENTS:

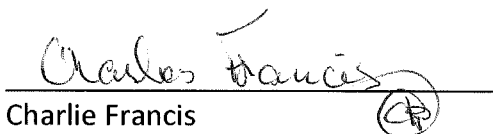
Mapjack™ image of 731 Bridgeway Old City Hall building, Bridgeway frontage
Resolution Awarding Contract for Maintenance Re-Painting of Old City Hall to Jerry Thompson & Sons Painting, Inc. of San Rafael, California for the Lump Sum of \$25,300

PREPARED BY:



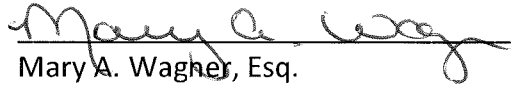
Jonathon Goldman
Director of Public Works

REVIEWED BY:



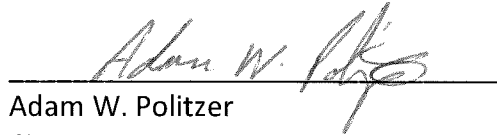
Charlie Francis
Administrative Services Director/Treasurer

REVIEWED BY:



Mary A. Wagner, Esq.
City Attorney

SUBMITTED BY:



Adam W. Politzer
City Manager

731 Bridgeway – Old City Hall frontage



RESOLUTION No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO
AWARDING A CONTRACT FOR MAINTENANCE RE-PAINTING OF OLD CITY
HALL TO JERRY THOMPSON & SONS PAINTING, INC. OF SAN RAFAEL,
CALIFORNIA FOR THE LUMP SUM OF \$25,300**

WHEREAS, on June 23, 2009 the City Council adopted the 2009-2010 Annual Budget which includes (on page 97) funding for a project consisting of the maintenance re-painting of Old City Hall (the "Project") located at 731 Bridgeway and an unencumbered balance in said budget account of \$40,000 is available as of October 29, 2009; and

WHEREAS, the Director of Public Works prepared a detailed specification for the Project including the requirement that the contractor submit color samples for City approval confirming that the existing colors on the building will be matched; and

WHEREAS, the Project is exempt from the California Environmental Quality Act ("CEQA") in that to the extent the Project is discretionary, it is categorically exempt under Title 14 of the California Code of Regulations ("CCR") § 1530, Existing Facilities, in that it consists of the maintenance of an existing public facility involving negligible or no expansion of use; and that to the extent the Project it is ministerial it is categorically exempt under 14 CCR §15268; and

WHEREAS, in conformance with Section 3.30.330.C of the Sausalito Municipal Code ("SMC") the Director of Public Works has complied with the informal bidding procedure for Public Work with an Engineer's Estimate in excess of \$30,000 including issuance of the attached Invitation for Bids, and

WHEREAS, in conformance with said SMC § 3.30.300 *et seq.* notices inviting bids were duly published not less than ten (10) days prior to bid opening, provided to each firm that had submitted a quotation previously, as well as posted on the Golden Gate Builder's Exchange network of planrooms, and the City's website; and

WHEREAS, the City Clerk opened the sealed bids as prescribed in the SMC at the time and place specified in the Invitation for Bids; and

WHEREAS, three bids were received and opened with the bidders being Jerry Thompson & Sons Painting, Inc., Fix Painting Company and Newmak Builders; and

WHEREAS, Staff has evaluated the bids and finds that Jerry Thompson & Sons Painting, Inc., holding current, active and valid California Contractor's License # 684610 with both C33 PAINTING AND DECORATING and B GENERAL BUILDING CONTRACTOR classifications submitted the lowest responsible and responsive bid fulfilling the purpose intended according to criteria designated in the solicitation; and

WHEREAS, On the basis of the bids, as provided for in SMC § 3.30.330.C., it is recommended that the City Council award the contract to Jerry Thompson & Sons Painting, Inc. and waive any minor bid irregularities.

481
5

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sausalito:

- (1) Awards a Contract FOR MAINTENANCE RE-PAINTING OF OLD CITY HALL TO JERRY THOMPSON & SONS PAINTING, INC. OF SAN RAFAEL, CALIFORNIA FOR THE LUMP SUM OF \$25,300 in conformance with the attached bid documents.
- (2) Directs the Director of Public Works to issue a Notice of Award to said contractor and perform all necessary actions to allow issuance of Notice to Proceed in conformance with the bid documents, SMC and all other applicable laws and regulations.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito on the 10th day of November, 2009 by the following vote:

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

MAYOR OF THE CITY OF SAUSALITO

ATTEST:

CITY CLERK

BID FORM

PROPOSAL TO THE CITY COUNCIL OF THE CITY OF SAUSALITO

STATE OF CALIFORNIA, FOR PROJECT KNOWN AS:

MAINTENANCE REPAINTING OF OLD CITY HALL

Name of bidder: JERRY THOMPSON & SONS PAINTING, INC.

Address of bidder: 3 SIMMS ST.
SAN RAFAEL, CA 94901

Telephone Number: 415-454-1500

Fax Number: 415-454-9170

Date of bid: 10/20/09

The undersigned as bidder declares that the only person or persons interested in this proposal as Principal, are those named herein; that the proposal is made without collusion with any other person, firm or corporation, that he has carefully examined the site and the location of the proposed work and improvement and all the contract documents relating to said project, and that he proposes to provide all necessary transportation, equipment, tools, apparatus, permits, materials and other means of construction, and to do all the work and labor required and specified for the following amount:

TOTAL BID FOR WORK ON ATTACHED SCHEDULE IS \$ 25,300.00
TWENTY FIVE THOUSAND THREE HUNDRED
(_____ DOLLARS)

It is understood and agreed that the quantity of each item of work to be performed or material to be furnished as stated in the attached bid schedule is estimated and approximate and will be used as a basis for comparing bids only, and that the final certification of said quantities will be made on the basis of the actual quantities of work performed or materials furnished, unless otherwise specified.

481
7

All addenda bound with the Specifications or issued during time of bidding are included in this proposal. Receipt of the following addenda and date thereof is acknowledged:

Addendum No. NONE , Date _____
Addendum No. _____ , Date _____
Addendum No. _____ , Date _____

The undersigned has carefully checked all bid figures and agrees that City shall not be responsible or chargeable for any errors or omissions on the part of the undersigned in making up this bid.

Accompanying this bid is a guarantee in the form of corporate surety bond, cashier's or certified check or cash in the sum of NOT REQUIRED dollars (\$ _____), payable to or in favor of City.

This bid may not be withdrawn for a period of thirty (30) days from opening thereof.

In compliance with Sections 4100, *et seq.*, of the Public Contract Code of the State of California, there is set forth in the attached list of subcontractors the name and location of the mill, shop or office of each subcontractor who will perform work, labor or render service to the undersigned in or about the construction of the work or improvement contemplated by the bid and the portion of the work to be done by said subcontractor.

Bidder is licensed by the State of California under Contractor's license:

No. 684610 , Class C33,B , Expiration Date 2/28/10.

INDIVIDUAL

Name of bidder: JERRY THOMPSON & SONS PAINTING, INC.
Address of bidder: 3 SIMMS ST., SAN RAFAEL, CA 94901

CORPORATION

If bidder is a corporation, state legal name of corporation, state of incorporation, and name of president and secretary.

Name of corporation: JERRY THOMPSON & SONS PAINTING, INC.
Name of president: STEPHEN G. THOMPSON
Name of secretary: DENNIS J. THOMPSON
State of incorporation: CALIFORNIA

OR PARTNERSHIP

If a partnership, state full name of all general partners and name under which business is conducted.

Name of partnership: _____

Names of general partners: _____

Signature of Bidder:



Frank J. Thompson
Secretary/Treasurer

BID SCHEDULE
MAINTENANCE REPAINTING OF OLD CITY HALL

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	Perform Maintenance Re-Painting of Old City Hall in conformance with Contract Documents	LS	LS	LS	25,300.00
GRAND TOTAL					25,300.00

STATEMENT OF BIDDER

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

YES

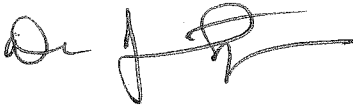
NO

If your answer is yes, explain the circumstances.

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

Executed at MARIN COUNTY, CALIFORNIA

on OCTOBER 20, 2009



Dennis J. Thompson
Secretary/Treasurer

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

as Principal, and

as Surety, are held and firmly bound unto the City of Sausalito, County of Marin, State of California (hereinafter call "City") in the penal sum of 10% of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that a bid to City for certain work on _____ described as follows,

(Copy here the exact description of Work, including location, or project name)

_____ which bids are to be opened on _____, 19____,
has been submitted by Principal to City:

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) calendar days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, or in the event of the withdrawal of said bid with the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the City in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

481
12

Surety for value received, hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of the contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does, waive notice of any such change, extension of time, alteration, or addition to the terms of specifications.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ___ day of _____ of 19____.

(Seal)

(Seal)

(Seal)

Principal

Su

Not Required

(Seal)

Address

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

DESIGNATION OF SUBCONTRACTORS/SUPPLIERS

Bidder shall completely fill in the form below for each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half percent (1/2%) of the bidder's total Base Bid. This shall be done in compliance with the Public Contract Code of the State of California, Section 4100-4113 and any amendment thereof.

No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code Sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

NAME OF SUBCONTRACTOR	LOCATION	DIVISION OF WORK
M.J. BUTLER SCAFFOLD & EQUIPMENT	Street 51 SAN GABRIEL DR. City, Zip FAIRFAX, CA 94930 Telephone 415-457-7725	SCAFFOLDING
	Street City, Zip Telephone	
	Street City, Zip Telephone	
	Street City, Zip Telephone	
	Street City, Zip Telephone	

By: 
Bidder's Signature


Assistant Treasurer

NAME OF SUPPLIER

LOCATION

Street
City, Zip
Telephone

Street
City, Zip
Telephone

Street
City, Zip
Telephone

Street
City, Zip
Telephone

Street
City, Zip
Telephone

Street
City, Zip
Telephone

Street
City, Zip
Telephone

Street
City, Zip
Telephone
City, Zip
Telephone

Street
City, Zip
Telephone

By: 
Bidder's Signature


City of Houston
Department of Transportation

CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number 684610

Name of Individual Contractor (Print or Type): JERRY THOMPSON & SONS PAINTING, INC.

Signature of Owner 

Business Address and Telephone Number 3 SIMMS ST., SAN RAFAEL, CA 94901
Tel: 415-454-1500

Name of Firm
Business Address and Telephone Number

Signature, title, and address of members signing on behalf of the partnership:

Name STEPHEN G. THOMPSON Title PRESIDENT
Address 3 SIMMS ST., SAN RAFAEL, CA 94901
Name DENNIS J. THOMPSON Title SECRETARY/TREASURER
Address 3 SIMMS ST., SAN RAFAEL, CA 94901

or

Name of Corporation JERRY THOMPSON & SONS PAINTING, INC.
Business Address and Telephone Number 3 SIMMS ST., SAN RAFAEL, CA 94901
Tel: 415-454-1500

Corporation organized under the laws of the State of CALIFORNIA


Signature of President of Corporation


Signature of Secretary of Corporation

CONTRACTOR'S EXPERIENCE STATEMENT

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

SEE ATTACHED -

JERRY THOMPSON & SONS, INC.

RESTORATION PROJECTS

PROJECT NAME: S.F. CITY HALL DOME RESTORATION
LOCATION: San Francisco, CA
DESCRIPTION OF PROJECT: Waterproofing, Special Coatings, Painting, Sandblasting, Lead Abatement & Gilding
PARTICIPATION OF PROJECT: Painting/Historic Restoration Contractor
OWNER: CITY & COUNTY OF SAN FRANCISCO
Contact: Tony Irons
Phone: (415) 557-4700
CONSTRUCTION MGR.: TURNER CONSTRUCTION
Contact: Peter Borgerg
Phone: (415) 705-7900
HUBER, HUNT & NICOLS
Contact: Dennis Sexauer
Phone: (602) 225-9500
CONTRACT AMOUNT: \$3.65M
START/FINISH DATE: 1998/2000

PROJECT NAME: S.F. WAR MEMORIAL OPERA HOUSE
LOCATION: San Francisco, CA
DESCRIPTION OF PROJECT: Restoration & Decorative Painting
PARTICIPATION OF PROJECT: Painting/Historic Restoration Contractor
OWNER: S.F. CITY BUREAU OF ARCHITECTURE
Contact: Ms. Tara Lamont
Phone: (415) 557-4664
GENERAL CONTRACTOR: MORSE DIESEL INTERNATIONAL (AMEC)
Contact: Peter Rau
Phone: (415) 865-1630
CONTRACT AMT: \$2.65M
START/FINISH DATE: 1997/1998

PROJECT NAME: 835 MARKET ST. - HISTORIC FAÇADE
LOCATION: 835 Market St., San Francisco, CA 94102
DESCRIPTION OF PROJECT: Restoration, Historical Façade Removal, Masonry Cleaning & Painting
PARTICIPATION OF PROJECT: Painting Contractor
OWNER: EMPORIUM DEVELOPMENT, LLC
Phone: (310) 478-4456
GENERAL CONTRACTOR: WESTFIELD CORPORATION, INC.
Contact: Barry Widen
Phone: (415) 543-7681
CONTRACT AMT: \$562,450.00
START/FINISH: 7/04 - Present

4B1
18

JERRY THOMPSON & SONS, INC.

Page Two (2)
Restoration Projects



PROJECT NAME: PG&E SEISMIC RETROFIT-MARKET ST.
LOCATION: San Francisco CA
DESCRIPTION OF PROJECT: Restoration, Decorative Finish, Exterior & Interior Painting
PARTICIPATION OF PROJECT: Painting Contractor
OWNER: P.G. & E.
GENERAL CONTRACTOR.: DINWIDDIE CONSTRUCTION
Contact: Carolyn Wolf
Phone: (415) 986-2718

CONTRACT AMT: \$740,000.00
START/FINISH DATE: 1994-1995

PROJECT NAME: S.F. CIVIC CTR. STATE OFFICE BLDG.
LOCATION: San Francisco CA
DESCRIPTION OF PROJECT: Interior/Exterior Painting, & Wood Restoration
PARTICIPATION OF PROJECT: Painting Contractor
OWNER: City & County of San Francisco
GENERAL CONTRACTOR: WESTBAY BUILDERS
Contact: Paul Thompson
Phone: (415) 456-8972

CONTRACT AMT: \$925,000.00
START/FINISH DATE: 1996-1998

PROJECT NAME: LAWRENCE BERKELEY LABORATORY
LOCATION: Berkeley, CA
DESCRIPTION OF PROJECT: Waterproofing/Painting
PARTICIPATION OF PROJECT: Prime Contractor
OWNER: THE REGENTS OF UC BERKELEY
Contact: Kathleen MacDougal
Phone: (510) 486-4790

CONTRACT AMT: \$461,000.00
START/FINISH DATE: 1996-1998

REV.RESTORATION PROJ.-JAN 2002

4B1
19

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California }
County of Marin }
ss

DENNIS J. THOMPSON, being first duly sworn, deposes and says that he or she is SECRETARY/TREASURER of JERRY THOMPSON & SONS the party making the foregoing bid that the bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder as not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, of the contents thereof, or divulged information of data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

(Seal)

Signature of: President, Secretary,
Manager, Owner or
Representative



Dennis J. Thompson
Secretary/Treasurer

Subscribed and sworn to before me
this _____ day of _____, 2009

(SEE ATTACHED)

Signature of Notary Public in and for

the County of _____

State of _____

This Affidavit to be fully executed.

481
20

DESIGNATION OF INSURANCE AGENT OR BROKER

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

Insurance Agent or Broker GALLAGHER CONSTRUCTION SERVICES
Street 1 MARKET ST., SPEAR TOWER #200
City, Zip SAN FRANCISCO, CA 94105
Telephone (415) 454-1500

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

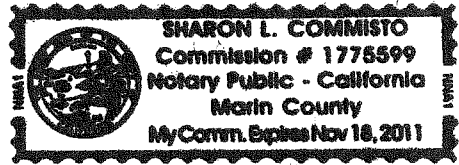
State of California

County of Marin

On 10/20/09 before me, SHARON L. COMMISTO
Date Here Insert Name and Title of the Officer

personally appeared Dennis J. Thompson
Name(s) of Signer(s)
Sec / Treas.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature Sharon L. Commisto
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

4B1
ee

**CONTRACT BOOK
FOR
MAINTENANCE REPAINTING OF OLD CITY HALL
CITY OF SAUSALITO, MARIN COUNTY, CALIFORNIA
October 1, 2009**

Table of Contents
CONTRACT BOOK FOR MAINTENANCE REPAINTING OF OLD CITY HALL
CITY OF SAUSALITO, MARIN COUNTY, CALIFORNIA

<u>SECTION</u>	<u>PAGE</u>
NOTICE TO BIDDERS	3
BIDS.....	3
PRE-BID CONFERENCE	3
INSTRUCTIONS TO BIDDERS.....	4
GENERAL CONDITIONS	4
SECTION 1 TIME FOR COMPLETION AND LIQUIDATED DAMAGES	4
SECTION 2 WORK SCHEDULE AND TENANT NOTICE	4
SECTION 3 SUBSTITUTION OF MATERIALS OR PROCESSES.....	5
SECTION 4 PROTECTION OF EXISTING IMPROVEMENTS.....	5
SECTION 5 MEASUREMENT AND PAYMENT	5
SECTION 6 BONDS AND CERTIFICATES OF INSURANCE	5
SECTION 7 INSURANCE REQUIREMENTS FOR CONTRACTORS.....	6
SPECIFICATIONS	10
PART 1 - GENERAL	10
PART 2 - PRODUCTS.....	14
PART 3 - EXECUTION.....	15
SPECIAL CONDITIONS	19
INTRODUCTION	19
ASSESSMENT FINDINGS AND SCOPE OF WORK	19
PRE-WORK NOTIFICATION	20
WORKER TRAINING	20
MEDICAL MONITORING.....	20
EXPOSURE MONITORING.....	21
PERSONNEL PROTECTIVE EQUIPMENT AND HYGIENE	21
SCOPE OF WORK.....	22
DOCUMENTS TO BE SUBMITTED WITH BIDS.....	24
BID FORM.....	25
BID SCHEDULE	28
DESIGNATION OF SUBCONTRACTORS/SUPPLIERS	31
CONTRACTOR'S LICENSING STATEMENT	33
CONTRACTOR'S EXPERIENCE STATEMENT.....	34
NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID	35
DESIGNATION OF INSURANCE AGENT OR BROKER.....	36
STATEMENT OF BIDDER.....	37
SAMPLE AGREEMENT FOR USE UPON NOTICE OF AWARD	38

NOTICE TO BIDDERS

Maintenance Re-Painting of
Old City Hall Building, 729 Bridgeway
City of Sausalito, California
October 1, 2009

BIDS

Sealed bids labeled: "Bid for Maintenance Repainting of Old City Hall" shall be submitted to the City Clerk, City of Sausalito, 420 Litho Street, Sausalito, California 94965-1933 (415) 289-4165 before bid opening.

Bids received shall be opened and read at 2:00 PM, Tuesday, October 20, 2009.

PRE-BID CONFERENCE

A pre-bid conference shall be held in front of Old City Hall, 729 Bridgeway, Sausalito, California from 8:00 AM until 9:00 AM Tuesday, October 13, 2009. No access to the tenant or rear of the building will be provided at that time.

PROJECT MANAGER

The City's manager for this project is:

Jonathon Goldman
Director of Public Works
City of Sausalito
420 Litho St
Sausalito, CA 94965-1933
415-289-4176 415-339-2256 FAX
jgoldman@ci.sausalito.ca.us

All questions must be submitted in writing and will be responded to in Addenda issued to all bidders.

INSTRUCTIONS TO BIDDERS

Maintenance Re-Painting of
Old City Hall Building, 729 Bridgeway
City of Sausalito, California
October 1, 2009

GENERAL CONDITIONS

SECTION 1 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The time allotted for completion of all the work required herein is 21 calendar days assuming no weather delays. Liquidated damages shall be One Thousand Dollars (\$1,000.00) per day.

If Contractor fails to complete the Work within the Contract Time, the City will sustain damage. It is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the City the sum set forth above for each and every calendar day's delay beyond the Contract Time. Contractor acknowledges that the liquidated damages amount is a reasonable estimate of the City's damages in the event of delay. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

SECTION 2 WORK SCHEDULE AND TENANT NOTICE

Bidders shall coordinate with Tenant's representative to be identified at the pre-bid meeting, and submit with its bid a form of Bar Chart Schedule showing the order in which the Contractor proposes to carry out the work. The schedule must be acceptable to Tenant. The schedule shall show the items of work in sufficient detail to determine the satisfactory progress of Contractor, each craft and subcontractor.

Contractor may propose the number of activities to be individually identified in the schedule. The number of activities to be followed in the schedule, however, shall be subject to the approval of the Engineer whose decision shall be final.

The Contractor shall maintain a current schedule. The Contractor shall keep the Engineer advised of the progress of the work and shall notify the Engineer immediately in writing of a delay and the cause therefore, which may prevent the project from being completed within the specified time. The Contractor shall revise the schedule when changes to the work or extra work affect the controlling item of work. Any working day extension shall be reflected in the schedule for the time of work.

Contractor shall submit the schedule a minimum of 5 calendar days prior to commencement of the work. Engineer shall confirm Tenant's acceptance of schedule prior to issuing Notice of Acceptance to Contractor. No progress payment will be made until the Contractor submits an acceptable schedule which has been specifically accepted by the Engineer and Tenant in writing.

SECTION 3 SUBSTITUTION OF MATERIALS OR PROCESSES

Should the bidder desire to offer a substitute material or process on the basis that the substitute is equal in every respect to that which is specified, then the bidder shall first submit to the Engineer a request in writing for his approval along with such detailed specifications and other data as the Engineer may deem necessary to enable him to determine if the proposed substitute is equal to that called for.

A request by the prospective bidder for such approval shall be submitted to the Engineer at least two days in advance of the time and date set for the opening of bids in order that all interested bidders may be notified of such approved substitute in the substitute is approved.

The Engineer shall, in all cases, be the judge as to whether the substitute offered is equal in all respects to the material or process specified.

If the material or process is not equal in the opinion of the Engineer, equal in every respect to that specified, then the bidder must furnish the material or process specified or one that, in the opinion of the Engineer, is equal to that specified in every respect.

SECTION 4 PROTECTION OF EXISTING IMPROVEMENTS

Tenant shall be responsible for removal and replacement of awnings. All other existing movable furniture, fixtures, and other improvements shall be removed from the work areas by Contractor before commencing work. Improvements removed by Contractor shall be stored by Contractor during performance of the work and returned to their original location by Contractor upon completion of the work. Contractor shall exercise care in protecting existing landscaping and other facilities during the work and cleanup. Areas used for cleanup shall be approved by the Engineer prior to use.

SECTION 5 MEASUREMENT AND PAYMENT

Full compensation for the work, including all labor, materials, equipment and services, shall be included in the contract price for the bid item entitled "Maintenance Repainting of Old City Hall" and no additional payment will be made therefore.

SECTION 6 BONDS AND CERTIFICATES OF INSURANCE A. Before execution of the contract by the City, the Contractor shall file with the City Engineer Surety Bonds and Certificates of Insurance as hereinafter specified satisfactory to the City in the amounts and for the purposes noted below. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in the State of California. The Contractor shall pay all Bond premiums, costs, and incidentals, the costs of which shall be included in the Contract Price.

B. Each Bond shall be signed by both the Contractor and surety, and the signature of the authorized agent of the surety shall be notarized.

C. The Contractor shall provide good and sufficient surety bonds.

D. Surety companies shall familiarize themselves with all of the conditions and provisions of the Contract, and shall waive the right of special notification of change or modification of the contract, or of any other act or acts by the City or its authorized representatives under the terms

of the Contract. Failure to notify the surety companies of change shall in no way relieve them of their obligations under the Contract.

E. Bonds shall specifically state that the surety shall be bound by the provisions of the Contract Documents in its entirety, including but not restricted to Section 20104 of the Public Contract Code.

Payment Bond - The Payment Bond (material and labor) shall be for not less than 100 percent (100%) of the contract price to satisfy claims of material suppliers and of mechanics and laborers employed on the Work. The bond shall be maintained by the Contractor in full force and effect until the completed Work is accepted by the City and until all claims for materials and labor are paid.

Faithful Performance Bond - The Faithful Performance Bond shall be for one hundred percent (100%) of the Contract Price to guarantee faithful performance of all work, within the time prescribed and in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects.

Maintenance Bond - The Maintenance Bond shall be for twenty-five percent (25%) of the total Contract Price to guarantee all work for a period of one year from the recordation of the Notice of Completion.

F. Bond Renewal and Extension

Should any Bond be canceled or become insufficient, the Contractor immediately shall replace the Bond with a substitute upon request from the City, and the effective date of the Bond shall be from the commencement of work on the project.

Should any surety at any time be unsatisfactory to the City, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the Contract, until a new surety shall qualify and be accepted by the City.

Changes in the Work or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or surety from their obligations. Notice of such changes or extensions shall be waived by the surety.

Bonds shall specifically state that the surety shall be bound by the provisions of the Contract Documents in its entirety, including but not restricted to Section 20104 of the Public Contract Code.

G. Insurance - The Contractor shall provide insurance and all required endorsements and certificates in accordance with Section 14, prior to executing the Contract.

H Execution of Contract - The Contract shall be signed by the Contractor and returned, together with the contract bonds, certificates of insurance and endorsements, within ten (10) calendar days of the date of issuance of Notice of Award.

SECTION 7 INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall be required to comply with the insurance requirements set forth below, and shall provide all required endorsements and certificates included herein in this Section 7 as Exhibits A through E (see Example Agreement in this Contract Book) inclusive prior to executing the Contract.

CONTRACTOR'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CONTRACTOR CONFER WITH ITS RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSIONS THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF CONTRACTOR FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, CONTRACTOR MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00011185) or Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability.
2. Insurance Services Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

C. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administrations and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds by endorsement as respects: Liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees and volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees and volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City, except that City will be given at least ten (10) days notice of cancellation for nonpayment of premiums.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with a Best's rating of no less than A:VII.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City. Where by statute, the City's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, including requirements for additional insureds as set forth above.

H. DESIGN PROFESSIONAL

The Design Professional shall be included as an additional insured on the Contractor's General Liability policy. Contractor shall provide a Certificate of Insurance to Design Professional, evidencing such endorsement prior to the start of any work at the project site.

I. CONSTRUCTION MANAGER

The Construction Manager (if any) shall be included as additional insured on the Contractor's General Liability Policy. Contractor shall provide a Certificate of Insurance to Construction Manager, evidencing such endorsement prior to the start of any work at the project site.

SPECIFICATIONS

PART 1 - GENERAL

1.1 Description:

All labor, materials, tools and other equipment, services and supervision required to complete all exterior repainting work as indicated herein and to the full extent of the drawings and specifications.

Work under this Contract shall include, but not necessarily be limited to:

- a. Pressure washing, scraping and sanding of exterior wooden and metal, windows and casings, eaves, fascia, railings and decorative trim on the building front, and those associated with the rear doors, windows, and window casings on the building rear, in conformance with these and the Special Conditions attached and incorporated by reference hereunder.
- b. Moisture testing of substrates.
- c. Surface preparation of substrates as required for acceptance of paint, including cleaning, small crack repair, patching, caulking, and making good surfaces and areas to be repainted.
- d. Specific pre-treatments noted herein or in conformance with the standard of care for maintenance re-painting of commercial buildings in marine environments.
- e. Sealing / priming surfaces for repainting in accordance with the standard of care for maintenance re-painting of commercial buildings in marine environments.

This Section along with the Special Conditions forms part of the Contract documents and is to be read, interpreted and coordinated with all other parts.

1.2 Quality Assurance:

1. The Contractor shall have a minimum of five (5) years proven satisfactory experience and shall show proof before commencement of work that he will maintain a qualified crew of painters throughout the duration of the work. When requested, Contractor shall provide a list of the last three comparable exterior repainting jobs including, name, location, specifying authority / project manager, start / completion dates and value of the work.
2. Only qualified journeypersons, as defined by local jurisdiction, shall be engaged in exterior repainting work. Apprentices may be employed provided they work under the direct supervision of a qualified journeyperson in accordance with trade regulations.
3. All materials, preparation and workmanship shall conform to the standards of care for maintenance re-painting of commercial buildings in marine environments.
4. The Contractor shall notify the City a minimum of one week prior to commencement of work and provide a copy of the project painting specification, as well as a Finish Schedule.

5. **All surfaces requiring repainting shall be inspected** by the Contractor who shall notify the City in writing of any defects or problems, prior to commencing repainting or after preparation work.

1.3 Regulatory Requirements:

Conform to work place safety regulations for storage, mixing, application and disposal of all paint related materials to requirements of those authorities having jurisdiction.

Fully cooperate at all times with the requirements of the City in the performance of its duties, including providing access and assistance as required to complete inspection work.

In addition to the requirements of the Special Conditions, Contractor shall prevent contaminants from surface preparation (including pressure washing) and painting from entering waterways, sanitary / storm drain systems or into the ground using the following procedures which shall be strictly adhered to:

Retain cleaning water for water-based materials to allow sediments to be filtered out. In no case shall equipment be cleaned using free draining water.

Retain cleaners, thinners, solvents and excess paint and place in designated containers and ensure proper disposal.

Return solvent and oil soaked rags used during painting operations for contaminant recovery, proper disposal, or appropriate cleaning and laundering.

Dispose of contaminants in an approved legal manner in accordance with hazardous waste regulations.

Empty paint cans are to be dry prior to disposal or recycling (where available).

Close and seal tightly partly used cans of materials including sealant and adhesive containers and store protected in well ventilated fire-safe area at moderate temperature.

Where paint recycling is available, collect waste paint by type and provide for delivery to recycling or collection facility.

1.4 Submittals:

1. Submit list of all painting materials to City for review prior to ordering materials.
2. Submit two sets of Material Safety Data Sheets (MSDS) prior to commencement of work for review and for posting at job site as required.
3. Submit invoice list of all paint materials ordered for project work to City indicating manufacturer, types and quantities for verification and compliance with specification and design requirements if requested.
4. Submit work schedule for various stages of work for City's approval if requested.

5. At project completion provide an itemized list complete with manufacturer, paint type and color coding for all colors used for City's later use in maintenance.
6. At project completion provide properly packaged maintenance materials as noted herein and obtain a signed receipt.

1.5 Product Delivery, Storage and Handling:

1. Deliver all painting materials in sealed, original labeled containers bearing manufacturer's name, brand name, type of paint or coating and color designation, standard compliance, materials content as well as mixing and/or reducing and application requirements.
2. Store all paint materials in original labeled containers in a secure (lockable), dry, heated and well ventilated single designated area meeting the minimum requirements of both paint manufacturer and authorities having jurisdiction and at a minimum ambient temperature of 45°F (7°C). Only material used on this project is to be stored on site.
3. Where toxic and/or volatile / explosive / flammable materials are being used, provide adequate fireproof storage lockers and take all necessary precautions and post adequate warnings (e.g. no smoking) as required.
4. Take all necessary precautionary and safety measures to prevent fire hazards and spontaneous combustion and to protect the environment from hazard spills. Materials that constitute a fire hazard (paints, solvents, drop clothes, etc.) shall be stored in suitable closed and rated containers and removed from the site on a daily basis.
5. Comply with requirements of authorities having jurisdiction, in regard to the use, handling, storage and disposal of hazardous materials.

1.6 Project / Site Requirements:

1. UNLESS specifically pre-approved by City and the applied product manufacturer, perform no exterior repainting work when the ambient air and substrate temperatures are below 50°F (10°C).
2. Perform no exterior repainting work unless environmental conditions are within paint manufacturer's requirements or until adequate weather protection is provided. Where required, suitable weatherproof covering and sufficient heating facilities shall be in place to maintain minimum ambient air and substrate temperatures for 24 hours before, during and after paint application.
3. Perform no exterior repainting work when the relative humidity is above 85% or when the dew point is less than 5° F (3° C) variance between the air / surface temperature.

4. Perform no exterior repainting work when the maximum moisture content of the substrate exceeds 15% for wood.
5. Conduct all moisture tests using a properly calibrated electronic Moisture Meter.
6. Test concrete and masonry surfaces for alkalinity as required.
7. Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by construction activities such that airborne particles will not affect the quality of finished surfaces.

1.7 Scheduling:

1. Schedule repainting operations to prevent disruption of City's tenant's operations or building occupants. Obtain written authorization from City for changes in work schedule.

1.8 Guarantee:

1. Furnish a two (2) year Guarantee or a 100%, two (2) year Maintenance Bond. The Maintenance Bond shall be obtained from an approved bonding company and shall warrant that all repainting work has been performed in accordance with City requirements.

1.9 Maintenance Materials:

1. At project completion provide a minimum of one (1 gallon) of each type and color of paint from same production run (batch mix) used in unopened cans, properly labeled and identified for City's later use in maintenance. Store where directed.

PART 2 - PRODUCTS

2.1 Materials:

All paint materials shall have good flowing and brushing properties and shall dry or cure free of blemishes, sags, air entrapment, etc..

Exterior Finish / Coating Systems:

Repaint exterior surfaces using the following products, acceptable equivalent or superior:

Benjamin Moore IronClad® Alkyd
Benjamin Moore Impervo® Alkyd

2.2 Mixing and Tinting:

1. Unless otherwise specified or pre-approved, all paints shall be ready-mixed and pre-tinted. Re-mix all paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and color and gloss uniformity.

2. Paste, powder or catalyzed paint mixes shall be mixed in strict accordance with manufacturer's written instructions.

3. Where thinner is used, addition shall not exceed paint manufacturer's recommendations.

2.3 Finish and Colors:

1. Unless otherwise specified herein, all exterior repainting work shall be done in accordance with Premium Grade requirements.

2. Colors shall match existing.

2.4 Gloss / Sheen:

1. Paint gloss shall be as approved on Finish Schedule to be submitted by Contractor after Notice of Award.

PART 3 - EXECUTION

3.1 Condition of Surfaces:

1. Following completion of preparation and prior to commencement of repainting work, thoroughly examine (and test as required) all exterior conditions and surfaces scheduled to be repainted and report in writing to the City any conditions or surfaces that will adversely affect work of this section.
2. The degree of surface deterioration shall be assessed using the assessment criteria indicated as follows:

Condition	Description
4	Substrate Damage (repair or replacement of surface required by others).

3. Structural and Condition 4 substrate defects discovered prior to and after surface preparation or after first coat of paint shall be made good and sanded by others and ready for painting, unless otherwise agreed to by City and Contractor to be included in this Work.
4. No repainting work shall commence until all such Condition 4 adverse conditions and defects have been corrected and surfaces and conditions are acceptable to the Contractor. The Contractor shall not be responsible for the condition of the substrate or for correcting defects and deficiencies in the substrate, which may adversely affect the painting work except for minimal work normally performed by the Contractor and as, indicated herein. It shall always, however, be the responsibility of the Contractor to see that surfaces are properly prepared before any paint or coating is applied. It shall also be the Contractor's responsibility to paint the surface as specified providing that the City accepts responsibility for uncorrected Condition 4 substrate conditions.

3.2 Preparation of Surfaces:

1. Prepare all exterior surfaces for repainting in accordance with the standards of care for repainting commercial buildings in marine environments and in conformance with the Special Conditions.
2. Where required, pressure wash exterior surfaces prior to repainting to ensure complete removal of all loose paint, stains, dirt, and other foreign matter. This work shall be carried out only by qualified tradesman experienced in pressure water cleaning. The use of water hose cleaning will not be considered satisfactory, unless specifically specified. Allow sufficient drying time and test all surfaces using an electronic moisture meter before commencing work.

3. Sand, clean, dry, etch, neutralize and/or test all surfaces under adequate illumination, ventilation and temperature requirements.

4. Unless otherwise approved by City, remove and securely store all miscellaneous hardware and surface fittings / fastenings (e.g. electrical lights, mechanical louvers, door and window hardware (e.g. hinges, knobs, locks, trim, frame stops) and, removable hazard / instruction labels. from wall and soffit surfaces, doors and frames, prior to repainting and replace upon completion. Carefully clean and replace all such items upon completion of repainting work in each area. Do not use solvent or reactive cleaning agents on items that will mar or remove finishes (e.g. lacquer finishes). Doors shall be removed before repainting to paint bottom and top edges and then re-hung.

5. Protect all exterior surfaces and areas, including landscaping, walks, drives, all adjacent building surfaces (including glass, aluminum surfaces, etc.) and equipment and any labels and signage from repainting operations and damage by drop cloths, shields, masking, templates, or other suitable protective means and make good any damage caused by failure to provide such protection.

3.3 Application:

1. Do not commence repainting unless substrates and all environmental conditions are acceptable for the application of products.

2. Apply primer, and paint or stain in accordance with Premium Grade finish requirements by manufacturer.

3. Apply primer, and paint in a workmanlike manner using skilled and trade qualified applicators as noted under Quality Assurance.

4. Apply primer, and paint within an appropriate time frame after cleaning and preparation to prevent weathering or water staining of substrate or before environmental conditions encourage flash-rusting, rusting, contamination or when the manufacturer's paint specifications require earlier applications.

5. Primer, paint or stain coats specified are intended to cover surfaces satisfactorily when applied at proper consistency and in accordance with manufacturer's recommendations.

6. Tint each coat of paint progressively lighter to enable confirmation of number of coats.

7. Sand and dust between each coat to provide an anchor for next coat and to remove defects (runs, sags, etc.) visible from a distance of 3 feet.

8. Do not apply finishes on exterior surfaces that are not sufficiently dry. Unless manufacturer's directions state otherwise, each coat shall be sufficiently dry and hard before a following coat is applied.

9. To avoid air entrapment in applied coats, apply materials in strict accordance with manufacturer's spread rates and application requirements.

3.4 Field Quality Control / Standard of Acceptance:

1. All surfaces, preparation and paint applications shall be inspected by City.
2. Repainted exterior surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent to the City inspector:
 - a. brush / roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
 - b. evidence of poor coverage at rivet heads, plate edges, lap joints, crevices, pockets, corners and re-entrant angles.
 - c. damage due to touching before paint is sufficiently dry or any other contributory cause.
 - d. damage due to application on moist surfaces or caused by inadequate protection from the weather.
 - e. damage and/or contamination of paint due to wind blown contaminants (dust, sand blast materials, salt spray, etc.).
3. Repainted exterior surfaces shall be considered unacceptable if any of the following are evident under natural lighting conditions:
 - a. visible defects are evident on vertical surfaces when viewed at 90 degrees to the surface from a distance of 3 feet.
 - b. visible defects are evident on horizontal surfaces when viewed at 45 degrees to the surface from a distance of 3 feet.
 - c. visible defects are evident on soffit and other overhead surfaces when viewed at 45 degrees to the surface.
 - d. when the final coat on any surface exhibits a lack of uniformity of sheen across full surface area.
4. Repainted surfaces rejected by the inspector shall be made good at the expense of the Contractor. Small affected areas may be touched up; large affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sags of damaged paint shall be removed by scraper or by sanding prior to application of paint.

3.5 Protection:

1. Protect all newly repainted exterior surfaces from rain and snow, condensation, contamination, dust, salt spray and freezing temperatures until paint coatings are completely dry. Curing periods shall exceed the manufacturer's recommended minimum time requirements.

2. Erect barriers or screens and post signs to warn, limit or direct traffic away or around work area as required.

3.6 Clean-up:

1. Remove all paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.
2. Keep work area free from an unnecessary accumulation of tools, equipment, surplus materials and debris.
3. Remove combustible rubbish materials and empty paint cans each day and safely dispose of same in accordance with requirements of authorities having jurisdiction.

Clean equipment and dispose of wash water / solvents as well as all other cleaning and protective materials (e.g. rags, drop cloths, masking papers, etc.), paints, thinners, paint removers/strippers in accordance with the safety requirements of authorities having jurisdiction.

SPECIAL CONDITIONS

INTRODUCTION

These Special Conditions have been prepared as a guide to be used for the disturbance of lead-containing paint (LCP) from the exterior of the Old City Hall Building located at 729 Bridgeway in Sausalito, California (the site). The LCP was identified by representatives of the City of Sausalito in preparation of the planned renovation (re-painting) of the building.

The purpose of this document is to ensure that workers, visitors and the public who are involved with or in the vicinity of the renovation project are not exposed to elevated concentrations of lead. Inhalation or ingestion of lead dust can cause a variety of health issues such as anemia, damage to the central nervous system, seizures, coma, cardiorespiratory arrest, kidney disease, renal toxicity, decreased sperm counts and impotence. Compliance with this Work Plan and the Cal-OSHA Lead Construction Standard will protect workers from lead exposure and assure that workers on the project site do not elevate their blood lead levels above 25 micrograms per deciliter ($\mu\text{g}/\text{dl}$), the level at which adverse health effects in adults are known to appear.

A copy of these Special Conditions shall be issued to bidding contractors prior to or during the bidding process. These Special Conditions has been prepared in order to provide the selected LCP Contractor (the Contractor) guidance in complying with applicable regulations as well as state-of-the-art work practices. **These procedures are not intended to include all applicable regulations and/or requirements; it is the responsibility of the Contractor to ensure compliance with applicable laws and regulations.** The Contractor should visit the site and review these Special Conditions prior to presenting a bid in order to familiarize themselves with the Scope-of-Work for the project.

ASSESSMENT FINDINGS AND SCOPE OF WORK

The Site consists of a three-story commercial/retail building primarily constructed of brick with wood trim. The paint on the wood trim has been identified as containing up to 17 percent (17%) lead by weight. At the time of the assessment, the green/gray trim paint was in good to fair condition with limited localized deterioration (chipping, flaking and chalking).

The portion of the renovation scope of work that will impact the LCP is the re-painting of the wood trim. The re-painting will require removal of portions of the LCP and surface preparation (sanding, filling, etc.) of other sections. Impact/disturbance of the LCP will require compliance with California Occupational Safety and Health (Cal-OSHA), California Department of Health Services (Cal-DHS), California Environmental Protection Agency (Cal-EPA), and U.S. Department of Transportation (DOT) regulations as well as local requirements relating to hauling, and disposal of lead-containing waste materials.

PRE-WORK NOTIFICATION

Prior to initiating LCP activities, the Contractor shall provide written notification to Cal-OSHA at least 24-hours before conducting the lead-related work. Cal-OSHA's nearest Division District Office is: 121 Spear Street, Suite 430, San Francisco, CA 94105, (415) 972-8670.

The notification must provide:

- Employer name and contact information;
- Address/location of the planned work;
- Starting and ending dates;
- Number of workers;
- Type of structure;
- Amount of lead-containing material to be disturbed;
- Description of work practices to be used;
- Supervisor name; and
- Amount of lead in the disturbed materials.

A copy of the Pre-work Notification shall be maintained on-site for the duration of the project.

WORKER TRAINING

All workers who are involved with the re-painting project and/or are entering an area known to contain LCP for the purpose of removing or disturbing LCP where the Cal-OSHA Permissible Exposure Limit (PEL) is exceeded must be Cal-DHS Certified Lead Workers. The training shall be conducted in accordance with the requirements set forth in the Cal-OSHA Lead in Construction Standard (California Code of Regulations (CCR) 8, Section 1532.1 I. The training shall include:

- The content of CCR 8, Section 1532.1;
- The specific nature of operations which could result in lead exposure;
- The purpose, proper selection, fitting, use and limitations of respirators;
- The purpose and description of the medical monitoring program;
- Information related to the health effects of exposure to lead;
- The engineering controls and work practices;
- The contents of any compliance plan in effect;
- Instructions to use chelating agents only under the direction of a licensed physician; and
- Their right to access records relating to lead exposure.

The training shall also be conducted in compliance with the requirements set forth by Cal-DHS in CCR Title 17, Division 1, and Chapter 8.

MEDICAL MONITORING

Each worker who is involved in the re-painting project and/or are entering an area known to contain LCP for the purpose of removing or disturbing LCP where the Cal-OSHA Permissible Exposure Limit (PEL) is exceeded must be involved in the medical and biological monitoring program. The medical and biological monitoring program required under the applicable Certified Lead Worker regulations includes:

Initial medical surveillance and blood testing to every worker exposed to lead at or above the Cal-OSHA Action Level (AL) of 30 micrograms per cubic meter of air (30 µg/m³) on any day; Follow up monitoring shall be conducted every two months for the first six months of their employment and every six months thereafter; The employer shall provide medical examinations to assure workers are approved to wear respirators prior to the issuance of the respirators; and Workers shall be removed from the project if his blood lead level is 50 µg/dl or greater. The employer is responsible for medical surveillance and record keeping.

EXPOSURE MONITORING

When the Contractor is conducting lead-related activities, the Contractor shall comply with the exposure assessment requirements set forth in CCR 8, Section 1532.1 (d). The exposure assessment shall at a minimum include:

An initial determination to establish the requirements and degree of engineering controls, personnel protective equipment, respiratory protection and frequency of periodic monitoring; Monthly monitoring if the exposures are documented as being less than the Cal-OSHA AL; Weekly monitoring if the exposures are documented as being greater than the Cal-OSHA AL, but less than the Cal-OSHA Permissible Exposure Limit (PEL) of 50 µg/m³; and Daily monitoring if the exposures are documented as being greater than the Cal-OSHA PEL.

The Contractor shall assume that exposures are above the AL until the results of the initial determination prove otherwise.

PERSONNEL PROTECTIVE EQUIPMENT AND HYGIENE

Respirators

As this project is designed as a re-painting project, it has been identified by Cal-OSHA as the "Lowest Exposure Trigger Task". That is, exposures are assumed to be between 50 and 500 µg/m³. Respiratory protection shall be utilized by all personnel entering an area known to contain LCP for the purpose of removing or disturbing LCP (the "LCP Work Area") where the Cal-OSHA Permissible Exposure Limit (PEL) is exceeded or if the level of exposure is unknown. The respiratory protection shall be at a minimum:

Half-face air purifying respirators equipped with HEPA P100 type filters.

If exposures ever exceed 500 µg/m³, then powered air purifying respirators shall be used.

Respirators shall be used by all Contractor's personnel in the LCP Work Area until documentation proves that representative personnel exposure concentrations are below the AL (30µg/m³).

Protective Clothing

Protective clothing shall be utilized by all personnel entering the LCP Work Area for the purpose of removing or disturbing LCP where the Cal-OSHA Permissible Exposure Limit (PEL) is exceeded or if the level of exposure is unknown. The protective clothing shall at a minimum include:

Clean work clothes such as coveralls provided weekly or disposable coveralls provided each shift;

Gloves, Hard-hats, safety-shoes, face-shields and/or goggles;

Hygiene Facilities

Hygiene facilities shall be provided to all personnel exiting the LCP Work Area for the purpose of removing or disturbing LCP where the Cal-OSHA Permissible Exposure Limit (PEL) is exceeded or if the level of exposure is unknown. The hygiene facilities shall at a minimum include:

A change area with separate storage area for street clothes and work clothes (the employer shall ensure that the workers do not leave the workplace with work clothes or equipment);

Hand-washing facilities (the employer shall ensure that workers wash their hands and face at the end of each work shift);

SCOPE OF WORK

The scope of work for this project is the manual removal of deteriorated portions of lead-containing paint making up the wood trim on the exterior of the building. The goal of the paint removal is to prepare the wood surface to be re-painted. The LCP disturbance shall be conducted in accordance with the following procedures:

Methods

The Contractor shall manually remove the chipping, flaking or otherwise deteriorated portions of the painted wood surface. These activities shall be limited to:

- Manual demolition of the wood structures (removal of sections of wood trim);
- Manual scraping of deteriorated paint;
- Manual sanding or painted wood;
- Power tool cleaning with a HEPA dust collection system;
- Heat gun applications.

Manual scraping and sanding shall be conducted using wet methods to reduce the amount of dust generated. Additionally, personnel shall utilize HEPA vacuums to collect dust and debris generated during the project. After sanding, scraping or other removal, the area shall be wet wiped to remove gross amounts of remaining LCP debris.

Polyethylene sheeting (at least 6 mil thickness) shall be placed beneath all work in a manner to provide a sufficient collection area for work above. The polyethylene sheeting shall be utilized to protect the ground surface from LCP and other construction debris. At a minimum, the polyethylene sheeting shall extend ten feet from the perimeter of the building exterior.

Regulated Area

The Contractor shall establish a regulated area where feasible wherever employees are exposed above the PEL (the "Regulated Area"). The regulated area shall be posted with warning signs indicating:

**WARNING
LEAD WORK AREA
POISON-NO SMOKING OR EATING**

The signs shall be posted in a manner to restrict access to authorized persons. Respirators and protective clothing shall be required within the Regulated Area at all times during the project.

Waste Disposal

The lead-containing waste that is generated shall be handled in accordance with the waste handling and disposal requirements set forth in CCR Title 22 (hazardous waste characterization). That shall include appropriate representative waste stream sampling of demolition debris by the Contractor.

Generally, intact building components such as painted wood trim are not expected to meet the characteristics of hazardous waste. It is the Contractor's responsibility to determine if building components, paint chips, water, and debris from cleanup activities should be treated as hazardous waste.

The Contractor shall comply with the following waste disposal requirements:

- The Contractor shall deposit dry debris (including polyethylene sheeting, disposable coveralls, rags and mop-heads, etc.) in sealed plastic containers. Polyethylene bags (at least 6 mil thickness) may be used.
- The Contractor shall label each container that contains hazardous waste. The label shall include the type of hazardous waste and the accumulation date;
- The Contractor shall place each container onto a truck or in a dumpster for transportation and disposal;
- The Contractor shall ensure that the waste is transported by a contractor maintaining a Uniform Hazardous Waste Manifest specifically for this waste. Additionally, the waste must be transported by a Registered Hazardous Waste Hauler in a vehicle with the required DOT and California Highway Patrol approval stickers;
- If more than 100 kg of hazardous waste will be generated from this project, the Contractor shall apply for an EPA identification number from the appropriate Regional EPA office. If less than 100 kg are generated, the Contractor shall apply for a provisional EPA generator number; and
- The Contractor shall comply with all applicable EPA and DOT regulations for waste containers, storage, transportation and disposal.

DOCUMENTS TO BE SUBMITTED WITH BIDS

BID FORM

PROPOSAL TO THE CITY COUNCIL OF THE CITY OF SAUSALITO

STATE OF CALIFORNIA, FOR PROJECT KNOWN AS:

MAINTENANCE REPAINTING OF OLD CITY HALL

Name of bidder:

Address of bidder:

Telephone Number:

Fax Number:

Date of bid:

The undersigned as bidder declares that the only person or persons interested in this proposal as Principal, are those named herein; that the proposal is made without collusion with any other person, firm or corporation, that he has carefully examined the site and the location of the proposed work and improvement and all the contract documents relating to said project, and that he proposes to provide all necessary transportation, equipment, tools, apparatus, permits, materials and other means of construction, and to do all the work and labor required and specified for the following amount:

TOTAL BID FOR WORK ON ATTACHED SCHEDULE IS \$

(_____ DOLLARS)

It is understood and agreed that the quantity of each item of work to be performed or material to be furnished as stated in the attached bid schedule is estimated and approximate and will be used as a basis for comparing bids only, and that the final certification of said quantities will be made on the basis of the actual quantities of work performed or materials furnished, unless otherwise specified.

401
47

All addenda bound with the Specifications or issued during time of bidding are included in this proposal. Receipt of the following addenda and date thereof is acknowledged:

Addendum No. _____, Date _____

Addendum No. _____, Date _____

Addendum No. _____, Date _____

The undersigned has carefully checked all bid figures and agrees that City shall not be responsible or chargeable for any errors or omissions on the part of the undersigned in making up this bid.

Accompanying this bid is a guarantee in the form of corporate surety bond, cashier's or certified check or cash in the sum of _____ dollars (\$ _____), payable to or in favor of City.

This bid may not be withdrawn for a period of thirty (30) days from opening thereof.

In compliance with Sections 4100, *et seq.*, of the Public Contract Code of the State of California, there is set forth in the attached list of subcontractors the name and location of the mill, shop or office of each subcontractor who will perform work, labor or render service to the undersigned in or about the construction of the work or improvement contemplated by the bid and the portion of the work to be done by said subcontractor.

Bidder is licensed by the State of California under Contractor's license:

No. _____, Class _____, Expiration Date _____.

INDIVIDUAL

Name of bidder: _____

Address of bidder: _____

CORPORATION

If bidder is a corporation, state legal name of corporation, state of incorporation, and name of president and secretary.

Name of corporation: _____

Name of president: _____

Name of secretary: _____

State of incorporation: _____

4B1
48

OR PARTNERSHIP

If a partnership, state full name of all general partners and name under which business is conducted.

Name of partnership: _____

Names of general partners: _____

Signature of Bidder:

BID SCHEDULE
MAINTENANCE REPAINTING OF OLD CITY HALL

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	Perform Maintenance Re-Painting of Old City Hall in conformance with Contract Documents	LS	LS	LS	
GRAND TOTAL					

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

as Principal, and

as Surety, are held and firmly bound unto the City of Sausalito, County of Marin, State of California (hereinafter call "City") in the penal sum of 10% of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that a bid to City for certain construction work described as follows,

(Copy here the exact description of Work, including location, project name, etc.)

for which bids are to be opened on _____, 19____,
has been submitted by Principal to City:

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) calendar days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, or in the event of the withdrawal of said bid with the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the City in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

4B1
51

Surety for value received, hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of the contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does, waive notice of any such change, extension of time, alteration, or addition to the terms of specifications.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ___ day of _____ of 19____.

(Seal)

(Seal)

(Seal)

Principal

Surety

Address

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

Not Required

DESIGNATION OF SUBCONTRACTORS/SUPPLIERS

Bidder shall completely fill in the form below for each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half percent (1/2%) of the bidder's total Base Bid. This shall be done in compliance with the Public Contract Code of the State of California, Section 4100-4113 and any amendment thereof.

No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code Sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

NAME OF SUBCONTRACTOR	LOCATION	DIVISION OF WORK
	Street City, Zip Telephone	
	Street City, Zip Telephone	
	Street City, Zip Telephone	
	Street City, Zip Telephone	
	Street City, Zip Telephone	

By: _____
Bidder's Signature

4B1
53

NAME OF SUPPLIER	LOCATION
	Street City, Zip Telephone
	Street City, Zip Telephone
	Street City, Zip Telephone
	Street City, Zip Telephone
	Street City, Zip Telephone
	Street City, Zip Telephone
	Street City, Zip Telephone
	Street City, Zip Telephone City, Zip Telephone
	Street City, Zip Telephone

By: _____
Bidder's Signature

481
54

CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number
Name of Individual Contractor (Print or Type):

Signature of Owner
Business Address and Telephone Number

Name of Firm
Business Address and Telephone Number

Signature, title, and address of members signing on behalf of the partnership:

Name	Title
Address	
Name	Title
Address	

or

Name of Corporation
Business Address and Telephone Number

Corporation organized under the laws of the State of

Signature of President of Corporation

Signature of Secretary of Corporation

CONTRACTOR'S EXPERIENCE STATEMENT

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

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California }
County of Marin }
ss

, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid that the bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder as not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, of the contents thereof, or divulged information of data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

(Seal)

Signature of: President, Secretary,
Manager, Owner or
Representative

Subscribed and sworn to before me
this day of , 2009

Signature of Notary Public in and for

the County of ,

State of .

This Affidavit to be fully executed.

DESIGNATION OF INSURANCE AGENT OR BROKER

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

Insurance Agent or Broker

Street

City, Zip

Telephone

SAMPLE AGREEMENT FOR USE UPON NOTICE OF AWARD

AGREEMENT

CITY OF SAUSALITO
PUBLIC WORKS CONTRACT

MAINTENANCE REPAINTING OF OLD CITY HALL

This Contract, made and entered into this ____ day of _____, 2009, by and between the City of Sausalito, Marin County, California (hereinafter "City") and _____, (hereinafter "Contractor").

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

Section 1. Contract Documents

This Contract consists of and includes this Agreement, the Notice to Bidders, the Instructions to Bidders, the Specifications, the Special Conditions, the Plans prepared by the City of Sausalito, the City of Sausalito General Provisions, the Subcontractor List, , all addenda referred to in Exhibit (to be specified if used) of this Agreement, the Performance Bond, Payment Bond, all insurance and security required and the noncollusion affidavit required by §7106 of the Public Contract Code. These documents together form the Contract between City and Contractor, and all are incorporated herein and made as fully a part of the Contract as if attached to this Agreement or repeated herein. Throughout the remainder of this Agreement, the "Contract Documents" shall refer to each and every document referred to in this section.

Section 2. The Work

Contractor shall provide all labor, materials, equipment and services, and perform everything required to be performed and in the manner required to be performed in the Contract Documents for "MAINTENANCE REPAINTING OF OLD CITY HALL PROJECT". The duties of Contractor required under the Contract and this Section 2 of the Agreement are referred to throughout the remainder of this Contract as "the Work."

Without limiting the foregoing description, Contractor's scope of work includes, but is not limited to, the following:

- Submit all required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals no later than five (5) days after the date the City issues a Notice to Proceed.
- Ensure all necessary permits and approvals for the Work have been obtained.
- Protect all materials to be used in the Work in accordance with the specifications.

- Protect existing facilities and personal property.
- Prepare and submit a written daily activity report to City for each day on which work is performed, including weekends and holidays when worked, and submit the reports to the City no later than the next business day. The daily reports shall, at a minimum, include the following information: construction activities and locations, start or completion of activities, progress on construction activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site, weather conditions, construction equipment used, and personal injuries or damage to property.
- The Contractor shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.
- The Contractor is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.
- Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.

Section 3. Work Schedule.

Contractor shall not commence the Work until after receipt of Notice to Proceed issued by the City Engineer, and Contractor shall thereafter commence the Work within five days of receipt of such Notice. The Work shall be completed within 21 calendar days after the start date noted on the Notice to Proceed.

Section 4. Contract Price.

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

Contractor shall submit a payment application in the amount of the contract sum upon completion of the Work and satisfaction of all conditions of the Contract Documents. City shall make payment within 30 days of receipt of application, less ten percent retention. City shall release the retained funds no less than thirty five (35) days after the date the City accepts the Work.

Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the City to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code Section 22300.

Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, and other documents, in form satisfactory to City, prior to receipt of any payment. Contractor shall submit Conditional and Unconditional waivers and release of lien upon (as provided in Civil Code Section 3262) on behalf of itself and suppliers that furnished labor, material, equipment or services to the Project.

Section 5. Amendments.

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

Section 6. Independent Contractor - Subcontractors.

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

Section 7. Contractor's Responsibility.

Contractor represents that it and any subcontractor have the professional skills and licenses necessary to perform the Work, and acknowledges that City relies upon the professional skills of the Contractor and any subcontractor to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Contractor thus agrees to so perform the Work, and to require the same of any subcontractor.

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

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

Section 8. Hold Harmless, Indemnification and Insurance Requirements.

A. Indemnification and Hold Harmless.

The City and all officers and employees thereof connected with the Work shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of the City's officers or employees.

B. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold harmless the City, its elected and appointed officials, contractors, and employees and agents, from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and other defense costs, resulting from injury to or death sustained by any person (including Contractor's employees), or damage to property of any kind, or any other injury or damage whatsoever, which injury, death or damage arises out of or is in any way connected with the performance of the Work, regardless of the Contractor's fault or negligence, including any of the same resulting from City's alleged or actual negligent act or omission, or its agents, contractors or employees; except that said indemnity shall not be applicable to injury, death or damage to property arising from the sole or active negligence or willful misconduct of City, its officers, agents, or servants who are directly responsible to City. This indemnification shall extend to claims asserted after termination of this Contract for whatever reason.

C. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall be considered necessary by the City, may be retained by the City until disposition has been made of such suits or claims for damage.

D. Approval of any insurance coverages does not, in any way, relieve Contractor of liability under this Indemnification and hold harmless clause.

B. Insurance Requirements, General

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

Section 9. Nondiscrimination.

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

Section 10. City Personnel Conflict of Interest.

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

Section 11. Contractor Conflict of Interest.

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

Section 12. Assignment.

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

Section 13. Ownership of Documents.

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

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

Section 14. Miscellaneous Provisions.

- A. Time is of the essence in the performance of this Contract.
- B. This Contract shall extend to, be binding upon and inure to the benefit of any executor, administrator, successor, heir and assign of the parties hereto.
- C. Disputes arising under this Agreement shall be resolved in accordance with the procedures set forth in Section 20104.50 of the Public Contract Code.
- D. RECORDS AND AUDITS
 - 1. Contractor and its subcontractors shall establish and maintain records pertaining to this contract. Contractor's and subcontractors' accounting systems shall conform to generally

accepted accounting principles, and all records shall provide a breakdown of total costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.

2. Contractor shall permit City and its authorized representatives to inspect and examine Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as may be reasonably required in the course of such inspection. City further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this Contract.

3. Pursuant to California Government Code Section 10532, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract

E. DIFFERING SITE CONDITIONS

1. The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

- a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 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 provisions of existing law.
- b) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or
- c) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

2. The City shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, it shall issue a change order under the provisions described in the Contract Documents.

3. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents.

4. In the event a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from completing the Work as provided in the Contract Documents. The Contractor shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law which pertain to the resolution of disputes and protests.

F. BACK CHARGES. Charges from Contractor to City will not be honored or paid by City unless the charges are authorized and approved by City at the time the work is being performed for which a charge is to be submitted.

Section 16. Termination.

A. Should Contractor fail within three (3) working days from receipt of City's written notice to correct any contractual deficiencies, including but not limited to failure perform the Work in accordance with the Contract Documents, failure to comply with the directions of City, or failure pay its creditors, City may terminate this Agreement. Following a termination for default, City shall have the right to take whatever steps it deems necessary to correct and complete the work and charge the cost thereof to Contractor, who shall be liable for the full cost of City's corrective action, including reasonable overhead, profit and attorneys' fees.

B. City may at any time terminate the Contract at City's convenience upon five days written notice to Contractor; in the event of termination for convenience, Contractor shall recover only the actual cost of work completed to the date of termination, which costs are documented to City's satisfaction, plus a reasonable amount not to exceed fifteen percent (15%) of the actual cost of the Work performed for overhead and profit. Contractor shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of such termination.

C. If City terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

Section 17. Labor Code Requirements.

A. The Contract is subject to the provisions of Part 7 of Division 2 of the California Labor Code (Sections 1720 and following), and Contractor and any subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the City Council of the City has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in the City, a copy of which is on file in the office of the City Engineer, and shall be made available for viewing to any interested party upon request.

B. As required by Labor Code Section 1773.8, the Contractor shall pay travel and subsistence payments to each worker needed to perform the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8.

C. Contractor and any subcontractor shall keep accurate payroll records, in accordance with Section 1776 of the Labor Code, 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 by him or her in connection with the Work.

D. The Contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article.

E. Contractor's attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements of said sections in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

F. Pursuant to the requirements of Division 4 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code. Prior to commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract."

Section 17: License Requirement

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

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

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

City of Sausalito:

Contractor:

City Manager

Recommended for approval by:

Corporate authority of:

City Engineer

to enter into this Contract confirmed by:

Approved as to form by:

City Attorney

Corporate Secretary

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

Date: _____

Contractor

By: _____
Signature

Title

Attest: _____
Signature

Title

481
70

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

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

_____ (hereinafter designated as "Principal")

a contract for

_____, and,

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

NOW, THEREFORE, we, the Principal and

_____ Surety, are held and firmly bound unto the City of Sausalito (hereinafter called "City"), in the penal sum of

_____ (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

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

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

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

481
71

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named on the _____ day of _____ 2009.

(Seal)

(Seal)

(Seal)

Principal

(Seal)

(Seal)

(Seal)

Surety

Address

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

PAYMENT BOND FOR PUBLIC WORKS

KNOW ALL MEN BY THESE PRESENTS: That

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

_____ (hereinafter designated as "Principal")

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

which said Agreement dated _____, 2009 and all of the Contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part thereof; and

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

NOW, THEREFORE, we, the Principal and

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance code with respect to work or labor performed by any such claimant, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration, or modification in, to, or any contract, plans, specification, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or

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

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named on the _____ day of _____ 2009.

(Seal)

(Seal)

(Seal)

Principal

(Seal)

(Seal)

(Seal)

Surety

Address

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

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

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

_____ (hereinafter designated as "Principal")

a contract for

_____, and,

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

NOW, THEREFORE, we, the Principal and

_____ as Surety, are held and firmly bound unto the City of Sausalito (hereinafter called "City"), in the penal sum of

_____ Dollars(\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

481
75

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named on the _____ day of _____ 2009.

(Seal)

(Seal)

(Seal)

Principal

(Seal)

(Seal)

(Seal)

Surety

Address

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

4B1
76

2. CONTRIBUTION NOT REQUIRED. As respects: a) work performed by the Named Insured for or on behalf of the City; or b) products sold by the Named Insured to the City; or c) premises leased by the Named Insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

- (1) Insurance Services Office form number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad comprehensive General Liability endorsement; or
- (2) Insurance Services Office Commercial General Liability Coverage "occurrence" for CG 0001 or "claims-made" form CG 0002; or
- (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE
Incidents and claims are to be reported to the insurer at:

ATTN: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(_____) _____
(Telephone Number)

4B1
78

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF INSURER
(original signature required on endorsement furnished by the City)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (____) _____

4B1
79

3. SCOPE OF COVERAGE. This policy, if primary, affords coverage to the named Insured at least as broad as:

(1) Insurance Services Office Bureau Auto Coverage from number CA 0001 0187 (Ed. 1/78), liability coverage Code 1 (any auto) and endorsement CA 00291288, changes in business auto and truckers coverage forms - insured contract.

(2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees or volunteers.

6. CANCELLATIONS NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(_____) _____
(Telephone Number)

481
81

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF INSURER
(original signature required on endorsement furnished by the City)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (____) _____

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF INSURER
(original signature required on endorsement furnished by the City)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (____) _____

EXHIBIT D
CERTIFICATE OF INSURANCE TO CITY OF SAUSALITO

Return Completed Certificate, Attention: CITY ENGINEER

This certifies that the following described policies have been issued to the Insured named below and are in force at this time.

Insured _____

Address _____

Description of operations/locations/products insured:

(show contract name and/or number, if any)

POLICIES AND INSURED LIMITS

POLICY NUMBER

EXPIRATION DATE

Workers' Compensation

(Name of Insurer)

Best's Rating _____

Employers Liability \$ _____

Check policy type:

Comprehensive General Liability _____

Or

Commercial General Liability _____

(Name of Insurer)

Best's Rating _____

Claims-Made _____ or Occurrence _____

Comprehensive General Liability

Each Occurrence \$ _____

Aggregate \$ _____

481
85

.....
Commercial General Liability

Each Occurrence \$ _____

General Aggregate either:

per project/location \$ _____

or twice occurrence limit \$ _____

Business Auto Policy

Liability Coverage Symbol _____

(Name of Insurer)

Best's Rating _____

Each Person \$ _____

Each Accident \$ _____

Each Accident, Property damage
\$ _____

or

Combined Single Limit \$ _____

Umbrella Liability

(Name of Insurer)

Best's Rating _____

Claims-Made _____ or Occurrence _____

Occurrence/Aggregate \$ _____

Self Insured Retention \$ _____

NOTE: Only this Certificate of Insurance form will be accepted. If commercial general liability insurance is used or if aggregate limits are endorsed to the comprehensive general liability policy form, the general aggregate must apply per location/project of the aggregate limit must be at least twice the occurrence limit.

481
86

THE FOLLOWING COVERAGE OR CONDITIONS ARE IN EFFECT:

YES NO

The City, its officials, employees and volunteers are named on all liability policies described above as insureds as respects: a) activities performed for the City by or on behalf of the named insured; b) products and completed operations of the Named Insured; and c) premises, owned, leased or used by the Named Insured.

Products and Completed Operations

The undersigned will mail to the City 30 days written notice of cancellation or reduction of coverage or limits.

Cross Liability Clause (or equivalent wording)

Personal injury, perils A, B and C

Broad Form Property Damage

X, C, U Hazards included

Contractual Liability Coverage applying to this contract

Liquor Liability

Coverage afforded the County, its officials, officers, employees and volunteers as Insureds applies as primary and not excess or contributing to any insurance issued in the name of the County.

Waiver of subrogation from Workers' Compensation insurer.

This certificate is issued as a matter of information. This certification is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

County of Brokerage

Insurance Company

Address

Home Office

Name of Person to be Contacted

Authorized Signature Date

Telephone Number

NOTE: Authorized signature may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.

EXHIBIT E

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The Contractor shall save, keep and hold harmless the City, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the Contractor, any of the Contractor's employees, or any subcontractor. The City will not be held liable for any accident, loss or damage to the work prior to its completion and acceptance.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____, (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF INSURER
(original signature required on endorsement furnished by the City)

ORGANIZATION:

TITLE:

ADDRESS:

TELEPHONE: ()

461
89

4B1
90