



City of Pacifica

CONTRACT DOCUMENTS

FOR

WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)

(Project Plans and Specifications are only available by requesting electronic copies from Jeffrey Tarantino of Freyer & Laureta, Inc. by email: tarantino@freyerlaureta.com)

Bid Opening: June 23, 2021 at 2:00PM

**Bid Location: Zoom Meeting (or City Hall
170 Santa Maria Avenue
Pacifica, CA 94044**

**Not for
Bidding**

100% CONSTRUCTION DOCUMENTS

**CITY OF PACIFICA
COUNTY OF SAN MATEO**

**WET WEATHER EQUALIZATION BASIN
WATER CANNON AND CHECK VALVES INSTALLATION PROJECT**

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SECTION I
PROJECT DESCRIPTION

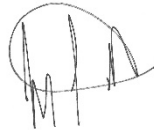
I. PROJECT DESCRIPTION

**WET WEATHER EQUALIZATION BASIN
WATER CANNON AND CHECK VALVES
INSTALLATION PROJECT (C030)**

The “WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT” includes installation of check valves and adapters on existing utility lines, relocation of water cannons, installation of safety chains and pipe clamps, and cutting/scarifying concrete wall in the City of Pacifica (City). Note that the Project Improvements described herein shall be installed inside an enclosed concrete equalization basin. Contractor approach to Project including safety plan needs to describe in detail how safety in general and confined space safety in specific shall be handled. As part of the Project, bidders are required to submit with their bid a Safety Compliance Affidavit as described in Section VII of the specifications.

The project includes the installation of four (4) 6” check valves, installation of four (4) 6” flange coupling adapters, furnishing four (4) 6” blind flanges, installation of two (2) 3” check valves, installation of two (2) 3” flange coupling adapters, furnishing two (2) 3” blind flanges, relocation of four (4) water cannons, installation of eight (8) Tripac vertical pipe clamp floor mounted pipe supports, installation of four (4) Tripac fabricated horizontal pipe clamp supports, removal of four (4) sections of guardrail, installation of (4) sections of removable safety chain, four (4) concrete wall segments height reductions, and installation of forty seven (47) feet of 6” DIP pipe.

These specifications were prepared by or under the direction of the following professional engineer:



Jeffery J. Tarantino
Freyer & Laureta, Inc.
Professional Engineering License No. C-063936
Expires on September 30, 2022

SECTION II
NOTICE TO BIDDERS

II. NOTICE TO BIDDERS

WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)

SEALED BIDS shall be submitted electronically on or before 2:00 p.m. on Wednesday, June 23, 2021 to: Bids@ci.pacifica.ca.us.

Please contact Nelson Schlater via phone at (415) 722-8711 following email of bid package to confirm submission is received.

NOTE: Project Plans and Specifications are only available by requesting electronic copies from Jeffrey Tarantino of Freyer & Laureta, Inc. by email: tarantino@freyerlaureta.com

Contractors must attend a mandatory Pre-Bid Walk, beginning at 10:00AM on June 10, 2021 at the Pacifica Community Center parking lot. Due to the COVID-19 pandemic, all Pre-Bid Walk participants are expected to practice social distancing. Participants shall maintain a distance of at least 6 feet apart and come prepared with any necessary protective gear. Guidelines for practicing social distancing shall follow current CDC guidelines at the time of the Pre-Bid Walk.

Sealed Bid for Construction of:

WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)

In order to comply with the Orders of the Health Officer of San Mateo County dated March 16, 2020 and April 30, 2020 to Shelter in Place due to the COVID-19 pandemic, the in-person bid opening will be conducted remotely via Zoom Meeting. Please notify Nelson Schlater at nschlater@ci.pacifica.ca.us before 9:00 a.m. on the day before the bid opening for information on how to attend via Zoom Meeting or via telephone. A link to the live bid opening video conference will be provided.

Following the closure of the bid submittal period, bids will be publicly opened and read for performing work as follows:

Furnishing all labor, materials, equipment, testing and performing all work necessary and incidental to the construction of the project known as WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030) according to drawings and specifications prepared by the City of Pacifica and according to the Contract Documents.

The project includes the installation of four (4) 6" check valves, installation of four (4) 6" flange coupling adapters, furnishing four (4) 6" blind flanges, installation of two (2) 3" check valves, installation of two (2) 3" flange coupling adapters, furnishing two (2) 3" blind flanges, relocation of four (4) water cannons, installation of eight (8) Tripac vertical pipe clamp floor mounted pipe

NOTICE TO BIDDERS

Project Title: **WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)**

supports, installation of four (4) Tripac fabricated horizontal pipe clamp supports, removal of four (4) sections of guardrail, installation of (4) sections of removable safety chain, four (4) concrete wall segments height reductions, and installation of forty seven (47) feet of 6" DIP pipe.

The work described will be collectively referred to as the "Project" for the remainder of these specifications. The WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030) must commence as soon as the Notification to Proceed is provided.

Substantial Completion of this Project shall be completed within 30 working days from the Notice to Proceed. The Contractor shall pay to the City of Pacifica Two Thousand Dollars (\$2,000) for each and every calendar days delay in finishing the work in excess of the Contract Time, as modified in accordance with the Contract Documents.

The City of Pacifica does not sell copies of the plans and specifications. Bidders must register and purchase a complete set of plans and specifications in order to be an eligible bidder. Bidders shall request a copy of the bid documents from Jeffrey Tarantino of Freyer & Laureta, Inc. by sending an email to tarantino@freyerlaureta.com.

Bidding procedures are prescribed in the Contract Documents. This is a Public Works project. Bids shall be executed upon the bid forms provided, which are a part of the Contract Documents. Each bidder must submit with its bid security in one of the following forms: cash, cashier's check payable to the City, a certified check payable to the City, or a bid bond in the form included with the bid documents, executed by an admitted surety insurer, made payable to the City. The guaranty shall be in the amount of ten percent (10%) of the amount bid, and shall be forfeited should the bidder, if awarded the contract, fail to enter into the same, or fail to furnish in a timely manner the bonds and/or proof of insurance required under the Contract Documents.

Pursuant to Section 1770, et. seq. of the California Labor Code, the successful bidder and all subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Calera Creek Water Recycling Plant, 700 Coast Highway, Pacifica, California to view and will be made available to any interested party on request.

Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the City of Pacifica 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.

All bidders shall be licensed under the provisions of the Business and Professions Code to do the type of work contemplated in the project. In accordance with provisions of California Public Contract Code Section 3300, the City has determined that the Contractor shall possess one of the following: a valid Class A or General Engineering Contractor license at the time that the bid is submitted. Failure to possess the specified license shall render the bid non-responsive.

Effective March 1, 2015, all prime contractors and sub-contractors must have a current registration with the Department of Industrial Relations at the time bids are received and

NOTICE TO BIDDERS

Project Title: **WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)**

throughout the duration of the project. If a prime contractor is not registered at the time bids are received their bid will be deemed non-responsive. If a sub-contractor is not registered at the time bids are received, they must be registered within 24 hours of the bid opening, otherwise their bid will be deemed non-responsive. In the case that a sub-contractor's bid is deemed non-responsive, the prime contractor shall substitute that subcontractor with a responsive and responsible registered subcontractor per Section 4107 of the Public Contract Code.

For more information please go to the DIR website at <https://www.dir.ca.gov/Public-Works/PublicWorksLawsRegsDetDec.html>. To register with Department of Industrial Relations please go to the following website: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>.

Effective immediately, the prime contractor shall post job site notices prescribed by California Code of Regulations, Title 8 Section 16541 (d).

SB 854 Notice Requirements:

- *No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].*
- *No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.*
- *This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.*

The successful bidder will be required to furnish a faithful performance bond in the amount equal to one hundred percent (100%) of the Contract Price, and a labor and materials bond in the amount equal to one hundred percent (100%) of the Contract Price.

The successful bidder will be required to obtain a business license from the City's Finance Department at 170 Santa Maria Avenue, Pacifica, CA 94044.

Each bidder shall submit with its bid a statement setting forth its experience on the forms included in the Contract Proposal.

Telephones will not be available to bidders for the preparation or submittal of bids. Bid forms received after the designated time will not be accepted by the City Clerk. Bidders and their authorized agents are invited to attend the bid opening.

The City reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of the City, and waive any irregularities in the bids.

The contract will be awarded, if at all, to the responsible bidder that submits the lowest responsive bid.

NOTICE TO BIDDERS

Project Title: **WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)**

The successful bidder must insure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference, marital status, and shall comply with the Americans with Disabilities Act.

The Design Engineer's Opinion of Probable Cost for Bid Item 1 is \$100,000.

SECTION III
INFORMATION FOR BIDDERS

III. INFORMATION FOR BIDDERS

WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)

SCOPE AND LOCATION OF WORK

The work to be performed under this contract consists of furnishing of all labor, materials, and equipment for the construction of WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030) complete, and in satisfactory operating condition, all as shown on the Contract Documents and/or as specified herein. The work is to be performed in the City of Pacifica.

INSPECTION OF SITE OF WORK

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and the actual conditions of and at the site. Bidder entry into the EQ Basin for observation shall be considered a controlled, permitted confined space entry as defined by Cal/OSHA. **Bidders are required to provide their own Personal Protective Equipment (PPE) to enter EQ Basin.** Entry will be provided to one of the two catwalk levels (they are mirror images of one another) and the center area catwalk whose lower vertical walls support the pumps and their discharge piping. City will provide access ladders and will operate existing EQ Basin fans and gas monitoring during the bid walk entry. Bidders may apply to the Engineer for additional information and explanation before submitting bids. However, no supplemental information requested or furnished shall vary the terms of the Contract Documents or affect the Contractor's sole responsibility to satisfy himself as to the conditions of the work to be performed. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the actual conditions or location of the work.

Submission of a proposal by the bidder shall constitute acknowledgment that the bidder has relied, and is relying, on its own examination of (a) the site of the work; (b) access to the site; (c) all other data, matters, and things requisite to the fulfillment of the work, (d) project information and plans and specifications, and on their own knowledge of existing facilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the City, or lack of knowledge of the above items. Note that the City has not performed any geotechnical investigations for this project. Removal, relocation, or protection of existing public utilities not identified by the City shall be done in conformance with Section 4215 of the Government Code.

EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, soil testing if any, City Standard Plans, Drawings and Specifications, drawings, and addenda (if any). Submission of a proposal shall constitute acknowledgment, upon which the City may rely, that the bidder has thoroughly examined and is familiar with the

Contract Documents. Failure or neglect of a bidder to receive or examine any of the Contract Documents shall in no way relieve them of any obligation with respect to their proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

INTERPRETATION OF CONTRACT DOCUMENTS

No oral representation or interpretations will be made to any bidders as to the meaning of the Contract Documents. **Requests for interpretation shall be made in writing and delivered to the Engineer at least seven (7) calendar days before the time announced for opening the proposals.** Interpretations, where necessary, will be made by the Engineer in the form of an addendum to the Contract Documents and, when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Requests for information before and after the award of contract shall be directed to:

Nelson Schlater
Senior Engineer Public Works – Wastewater
700 Coast Highway
Pacifica, California 94044
Phone: (415)722-8711 Fax: 650-355-7256
Email: nschlater@ci.pacifica.ca.us

It shall also be the bidder's responsibility to call to the attention of the Engineer to any missing pages in the Contract Documents, including the addenda. These items shall be brought to the attention of the Engineer, in writing, in the same time frame as mentioned for requests for interpretation above.

PROPOSAL

Proposals shall be made on the blank forms prepared by the City, which may be removed from the bound Contract Documents. All proposals shall give the prices proposed in the space provided, shall give all other information requested therein, and shall be signed by the bidder or an authorized representative, with their address.

Bidders must prepare and submit all required documents.

If the proposal is made by an individual, his/her name, signature, and post office address must be shown.

If the proposal is made by a firm or partnership, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown.

If the proposal is made by a corporation, the proposal shall show the name of the corporation and state under the laws of which the corporation is incorporated, the post office address of the corporation, and the signature of at least two officers authorized to sign on behalf of the corporation. Additionally, the proposal shall include a document empowering the signator(s) to execute the proposal and bind the corporation.

If the proposal is made by a joint venture, the proposal shall be signed by at least one of the joint venture firms in a format meeting with the requirements outlined above. Additionally, the proposal shall include a document empowering the signator(s) to execute the proposal and bind the joint venture.

Every contractor, other than a joint venture, who submits a bid, must, at the time the bid is submitted, have a California contractor's license in good standing. The license shall be in the class or classes specified in the Contract Documents. Any bid from an unlicensed contractor, other than those persons exempt under Business & Professions Code section 7028.15, shall be non-responsive and shall be rejected. This statute also makes it a misdemeanor for any person without a valid contractor's license (with specified exceptions) to submit a bid to act as a contractor to a public agency. The penalties on a bidder violating these provisions are severe.

Each proposal shall be enclosed in a sealed envelope, labeled, and delivered prior to the time stated in the Notice to Bidders to the City Clerk, City of Pacifica, 170 Santa Maria Avenue, Pacifica CA 94044. Bidders are warned against making erasures or alterations of any kind without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected. No oral, telegraphic, or telephone (including facsimile) proposals or modifications will be considered.

ADDENDA

Each proposal shall include specific acknowledgment (in the space provided) of the receipt of all addenda issued during the bidding period. Failure to so acknowledge all addenda may result in the proposal being rejected as not responsive.

BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract, including but not limited to, furnishing all transportation, materials, equipment, tools, excavation, utilities, sheeting, shoring, bracing and supports, plant and other facilities, and all management, superintendence, permits, labor and services. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. **Where there is a conflict between words and figures, the words shall govern, and the figures shall be disregarded.**

TAXES

Bid prices shall include all applicable federal, state, and local taxes.

EXPERIENCE OF BIDDERS

At the time of bidding, and throughout the period of the contract, each bidder shall be licensed under the provisions of Business and Professions Code of the State of California, to do the type of work contemplated for the project.

It is the intention of the City to award a contract, if at all, to the lowest responsive responsible bidder who furnishes satisfactory evidence that it has the requisite experience and ability, and sufficient capital, facilities, and plant to enable it to prosecute the work successfully and properly, and to complete the work within the time period named in the Contract Documents.

To determine the degree of responsibility to be credited to the bidder, the City will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature and magnitude, and comparable difficulty and rates of progress, to the work. The City shall have sole discretion to determine what contracts are of like nature and magnitude, and comparable difficulty and rates of progress.

LISTS OF SUBCONTRACTORS

Each proposal shall list, on the forms provided, the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent of the total amount of the proposal or \$10,000, whichever is greater. For the purpose of this paragraph, a subcontractor is defined as anyone who contracts with the Contractor to furnish materials and labor, labor only, and/or one who specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the Contract Documents. The Prime Contractor shall perform at least 50% of the work with his own forces. All subcontractor listings and subsequent substitutions, if any, shall be done in conformance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 et seq.

PROPOSAL GUARANTY

The proposal shall be accompanied by a proposal guaranty bond duly completed by a corporate surety authorized to conduct business in the State of California for payment to the City of Pacifica in the sum of at least ten percent (10%) of the total amount of the proposal. The bond shall be on the form included in the Contract Documents. Alternatively, a certified or cashier's check, payable to the City of Pacifica in the sum of at least ten percent (10%) of the total amount of the proposal may be substituted for the proposal guaranty bond. The amount payable to the City of Pacifica under the proposal guaranty bond, or the certified or cashier's check, as the case may be, shall be forfeited to the City as liquidated damages in the case of the failure or neglect of the successful bidder to furnish, execute, and deliver to the City the required performance and payment bonds, and evidences of insurance, and to enter into, execute, and deliver to the City, the Agreement, on the form provided herewith, within ten (10) days after being notified in writing by the City that the award has been made.

MODIFICATION OF PROPOSAL

Modification of a proposal already received will be considered only if the modification is received prior to the time established for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

POSTPONEMENT OF OPENING

The City reserves the right to postpone the date and time for receiving and/or opening of proposals at any time prior to the date and time established in the Notice Inviting Bids.

NON-COLLUSION AFFIDAVIT

Section 7106 of the Public Contract Code requires that each bidder execute a Non-Collusion Affidavit in the form shown in the Contract Documents on all public works contracts. By signing the contract Proposal, Bidder agrees to all requirements of this Affidavit.

DISQUALIFICATION OF BIDDER

If there is a reason to believe that collusion exists among any of the bidders, none of the bids of the participants in such collusion will be considered, and the City may elect to reject all bids received.

REJECTION OF PROPOSALS

The City reserves the right to reject any proposals from Contractors who were not pre-qualified, which are incomplete, obscure, or irregular, including but not limited to any proposals which omit a bid on any one or more items for which bids are required; any proposals which omit unit prices if unit prices are required; any proposal in which unit prices are unbalanced in the opinion of the City; any proposals accompanied by insufficient or irregular proposal guaranty; and any proposals from bidders who have previously failed to perform properly or to complete contracts of any nature on time.

RELIEF OF BIDDERS

Attention is directed to the provisions of Public Contract Code Section 5100, et seq., concerning relief of bidders, and in particular to the requirement therein that if a bidder claims a mistake was made in its bid, the bidder shall give the City written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice, in detail, how the mistake occurred.

RETURN OF PROPOSAL GUARANTEES

The City will retain all proposal guarantees until the Agreement for the work has been fully executed and the City has received the bonds and evidence of insurance required to be furnished, or the City has acted to reject all bids. The City will return the proposal guarantees of unsuccessful bidders, other than those forfeited, promptly thereafter.

COMPLETING AND SIGNING FORMS

The Bidder's attention is directed to the forms included in the Contract Documents, which must be completed and signed. **FAILURE TO PROPERLY COMPLETE AND SIGN ANY FORMS MAY BE CAUSE FOR REJECTION OF A BID.**

DEBARRED CONTRACTORS AND SUBCONTRACTORS

No contractor or subcontractor who has not been pre-qualified, is ineligible to bid on work, 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. The 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.

SHEETING AND SHORING

No trenching or excavation in this project.

EQ BASIN DEWATERING

EQ Basin Dewatering is expected for the project and City will dewater basin before construction. Please refer to the dewatering section in the Special Provisions of this specification.

PROPOSED SUBSTITUTIONS

Bidders wishing to obtain prior approval of a material or system substitution for that specified shall submit all required documentation in compliance with procedures established in the Contract Documents.

Prior approval requests shall be received by the Engineer no later than ten (10) calendar days prior to bid date. If Engineer determines the requested material or system is equal to that specified, the Engineer will issue an addendum. If the Engineer rejects the proposed substitution, or does not respond before the bid date, the bidder shall furnish the specified items.

BID PROTEST PROCEDURES

Any bid protest relating to the form or content of the bidding or Contract Documents must be submitted in writing to the City Clerk, City of Pacifica, 170 Santa Maria Avenue, Pacifica, CA 94044 at least ten (10) business days before the original date set for the bid opening. Any bidder who submits a bid shall be deemed to have waived any protest to the form or content of the bidding or Contract Documents.

Any bid protest relating to the award of the contract for the Project must be submitted in writing to City Clerk, City of Pacifica, 170 Santa Maria Avenue, Pacifica, CA 94044. The protest must be received before 5:00 p.m. of the fifth business day following bid opening.

The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion(s) of the bid documents which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party.

The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties who have a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. The documents shall be transmitted by fax or overnight mail.

The procedure and time limits set forth in this paragraph are mandatory and are the bidders' sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall

INFORMATION FOR BIDDERS

Project Title: **WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)**

constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

SECTION IV
CONTRACT PROPOSAL

IV. CONTRACT PROPOSAL

TO

**CITY OF PACIFICA
SAN MATEO COUNTY**

FOR

**WET WEATHER EQUALIZATION BASIN
WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)**

Name of Bidder _____ of

Business Address

Telephone (_____)

TO THE CITY COUNCIL OF THE CITY OF PACIFICA:

Pursuant to and in compliance with your Notice to Bidders for the Project identified above and the other Contract Documents relating thereto, the undersigned Bidder, being fully familiar with the terms of the Contract Documents, the current general prevailing wage rates, local conditions affecting the performance of the Project, the character, quality, quantities and scope of the work, and the cost of the work at the place of performance, hereby proposes and agrees, within the time stipulated in the Contract Documents, to furnish to the City of Pacifica all of the transportation, materials, equipment, tools, excavation, sheeting, shoring, bracing, supports, plant and other facilities, labor, services, permits, utilities, and other items necessary to conduct and complete the Project, all in strict conformity with the Contract Documents, including Addenda identified herein for the price set forth in the Bid Schedule.

Bidder declares that the only persons or parties interested in this proposal are those named herein, and that this proposal is made without collusion with any person, firm, or corporation. Bidder proposes and agrees, if the proposal is accepted, that Bidder will execute a contract with the City, in strict conformity to the Contract Documents including providing acceptable insurance, security, and labor and materials and performance bonds, in the form set forth in the Contract Documents, and will perform the entire work for the prices set forth in the attached Bid Schedule, upon which the award of contract is made.

CONTRACTOR'S
EXPERIENCE, FINANCIAL QUALIFICATIONS, AND SAFETY

NOTE: EACH BIDDER MUST MEET THE EXPERIENCE REQUIREMENTS, FINANCIAL QUALIFICATIONS, AND SAFETY QUALIFICATION CRITERIA AND CONTRACT DOCUMENTS IN ORDER TO BE CONSIDERED A RESPONSIVE BIDDER.

The following statements as to the experience and financial qualifications of the bidder are to be submitted with the Contract Proposal, as a part thereof. The truthfulness and accuracy of the information is guaranteed by the bidder.

The bidder has been engaged in the contracting business, under the present business name, for _____ years. Experience in work of a nature similar to the Project extends over a period of _____ years.

The bidder, as a contractor, has successfully completed at least _____ projects of like magnitude, comparable difficulty and rates of progress to the work in the past ___ years, including: (list two or more projects).

The City shall have the sole discretion to determine whether listed projects are of like magnitude, comparable difficulty, or rates of progress. Bidders shall provide such additional information regarding the listed projects as the City may request.

The bidder, as a contractor, has never failed to satisfactorily complete a contract except as follows: (name any and all exceptions and reasons therefore).

The bidder has satisfactorily completed the following contracts in the last three years, for the persons, firm or authority indicated, and to whom reference is made (list five contracts). (Provide a contact person and telephone number for each project.)

CONTRACT YEAR	TYPE OF WORK	AMOUNT	CONTACT
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The names of all persons interested in the foregoing proposals as principals are as follows:
(NOTE: If Bidder or other interested person is a corporation, state the legal name of the corporation, along with the names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of the firm, also the names of all individual partners composing the firm; if a limited partnership, the names of all general partners and limited partners; and if Bidder or other interested person is an individual, state first and last names in full.)

Contractor's License Number:

License Renewal Business name of bidder: _____

SAFETY QUALIFICATION CRITERIA

The following information will be used to determine if the Bidder meets the minimum safety requirements for this Project:

1. To qualify to Bid and be awarded the Project, the Bidder's three year average Workers' Compensation Experience Modification Rate (EMR) must be less than or equal to 1.0 (100%). The Bidder shall list its EMR for the last three complete years based on the effective date of the rating (available from your insurance carrier).
2. If the Bidder's three-year average EMR is greater than 1.00 (100%), the Bidder's three-year average Recordable Incident Rate (RIR) must not be greater than 3.5 (350%) and three-year average Lost Time Incident Rate (LTIR) must not be greater than 1.10 (110%) to meet the minimum safety requirements for this Project;
3. If the Bidder only meets either the three-year average RIR or LTIR value, the Bidder shall be required to hire at no additional cost to the City a mutually acceptable safety consultant who will prepare a project specific safety plan, conduct random weekly inspections of the Bidder's activities to ensure conformance with the safety plan and prepare and submit a weekly report to the City summarizing the results of each inspection. The Bidder shall adhere to the safety plan. The

CONTRACT FOR PROPOSAL

Project Title: **WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)**

Bidder's activities shall be adjusted immediately to address any issues resulting from the weekly safety inspection.

Bidders that cannot meet any of the three safety criteria above shall have their bids deemed non-responsive.

The Bidder shall list its Experience Modification Rate, Lost time Incident Rate, and Recordable Incident Rate for the last three complete years (available from your insurance carrier).

Year	EMR	RIR	LTIR
AVERAGE			

To verify the above information, the City will contact the Bidder's Workers' Compensation Insurance carrier. The Bidder shall authorize its carrier to release this information. Failure to release this information will result in the Bid being non-responsive and result in automatic disqualification of the Bid.

Workers' Compensation Insurance Company: _____

Contact Person for Insurance Company: _____

Telephone Number: _____

SCHEDULE OF BID PRICES

Bid Item No.	<u>Bid Item</u>	Est. Quan.	Unit	Unit Price	Bid Amount
1.	Sump Pump and Water Cannon	1	LS		
TOTAL BID PRICE (Total Base Bid)					

TOTAL BID PRICE: Item 1, inclusive, and all work incidental thereto and connected herewith:
(In Words)

EVALUATION OF BIDS AND AWARD OF CONTRACT

In the event of a conflict between the TOTAL BID PRICE stated in figures and the TOTAL BID PRICE stated in words, the words shall govern. In the event of a conflict between the Item prices and the TOTAL BID PRICE, the TOTAL BID PRICE shall govern.

If the proposal is made by a corporation, the proposal shall show the name of the corporation and identify the state in which the corporation is incorporated, the post office address of the corporation, and the signature of at least two officers authorized to sign on behalf of the corporation. Additionally, the proposal shall include a document empowering the signator(s) to execute the proposal and bind the corporation.

BID AMOUNT OF EACH OF THE ABOVE BID ITEMS MUST BE FILLED IN AND COMPLETED IN INK.

- If corporation, two officer's signatures are required.

Company Name (printed): _____

The total amount bid includes the summation of Bid Items 1 (Total Bid Price) and represents the total price bid to provide the work as shown in the Contract Documents.

Signed: _____

Name: _____

Title: _____

Bidder acknowledges receipt of Addendum:

<u>Addendum Number</u>	<u>Received</u>
_____	<input type="checkbox"/>
_____	<input type="checkbox"/>
_____	<input type="checkbox"/>
_____	<input type="checkbox"/>
_____	<input type="checkbox"/>
_____	<input type="checkbox"/>

THE BIDDER MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA. Not checking the box for all issued addenda will disqualify the bid.

The undersigned agrees, if awarded the Contract, that said Bidder and all of said Bidder's subcontractors, shall pay to all laborers, workers and mechanics employed in the execution of the Contract not less than the general prevailing rate of per diem wages and rates for overtime and legal holidays in the locality in which the Work is to be performed, as determined by the Director

of Industrial Relations in accordance with California Labor Code Section 1770, which schedule shall be available for review at City's principal office.

The Project is a public work. Therefore, the prime contractor and all subcontractors for the Project must be registered with the California Department of Industrial Relations pursuant to the provisions of Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, or engage in the performance of any work under the Contract for the Project. A bid shall not be accepted nor any contract or subcontract be entered into without proof of the contractor or subcontractor's current registrations to perform public work pursuant to Labor Code Section 1725.5. The undersigned Bidder hereby certifies that she/he/it, and all subcontractors listed in the Proposed Subcontractors form included with this proposal form are registered pursuant to that Section. The undersigned Bidder hereby further certifies that his/her/its Department of Industrial Relations registration number is listed below.

Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The prime contractor shall post jobsite notices as prescribed by regulation and the prime contractor and each subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner as specified in said Section 1771.4. Pursuant to Labor Code Section 1773.3, the City shall provide notice to the Department of Industrial Relations of the award of the contract for the Project within five days of the award.

Signature

Title

Date

DIR Number

SECTION V
CONTRACT FOR CONSTRUCTION

V. CONTRACT FOR CONSTRUCTION

WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)

This Contract for construction is made this ___ day of _____, 2021 between the City of Pacifica (Owner or City) and _____ (Contractor). The work described below shall be performed in accordance with the all plans, specifications and other Contract Documents attached to or incorporated into this Agreement.

[NOTE: the following section must be modified for each project to include ALL documents that are part of the Contract Documents.]

The following documents are incorporated into and made part of this Contract by this reference:

- Notice to Bidders
- Information for Bidders
- Contract Proposal (including list of subcontractors, proposed material suppliers, Bidder's Experience, and Bid Schedule)
- Certificates of Insurance
- Lien Waivers, Bid Bond, Non-Collusion Affidavit, Faithful Performance Bond, Bond for Payment of Labor and Materials, Guarantee
- General Condition
- Special Provisions
- Project Plans
- General Specifications
- Technical Specifications

The documents shall be referred to collectively as the "Contract Documents".

SECTION 1 - SCOPE

Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the work generally described as follows:

WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)

Contractor shall comply with all requirements of the Contract Documents. Where there is a conflict between the requirements of the several Contract Documents, the more stringent requirements shall govern.

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.
- Obtain all necessary permits and approvals for the Work.
- Comply with all applicable federal, state, and local laws and guidelines.
- Protect all materials to be used in the Work in accordance with the specifications.
- Protect existing facilities and personal property. Contractor shall be solely responsible for all damage to the building or contents.
- Attend a preconstruction conference with City to discuss schedule, access, sequence of construction plan (to be submitted), and other issues.
- 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, construction crew sizes of general and subcontractors, 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.
- Coordinate with owner-scheduled use or events at the Project site.
- 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 2 - PRICE

A. City agrees to pay, and Contractor agrees to accept, the sum of _____ Dollars (\$ _____) (the "Contract Price") subject to adjustments for changes in the work as may be directed in writing by City, as payment in full for the Work.

B. 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 five percent retention. City shall

release the retained funds no less than thirty-five (35) days after the date the City accepts the Work.

C. 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.

D. 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 3 - ENTIRE AGREEMENT

This Contract for Construction, including the documents incorporated herein, represents the entire agreement between City and Contractor and supersedes any prior written or oral representations.

SECTION 4 - TIME

A. Contract will be awarded within 60 days from the bid opening. Notice to Proceed will be issued within two weeks of contract award. Project must commence as soon as the Notice to Proceed is given. Project is to be completed within 30 working days from the Notice to Proceed (Contract Time). The Contractor shall pay to the City of Pacifica Two Thousand Dollars (\$2,000) for each and every calendar days delay in finishing the work in excess of the Contract Time, as modified in accordance with the Contract Documents.

B. Time is of the essence of this Agreement.

C. Contractor shall provide City with scheduling information in a form acceptable to City, including any changes made by City in the scheduling of work. Contractor shall coordinate its work with that of all other contractors, subcontractors, and suppliers so as not to delay or damage their performance.

D. It is further agreed that in case Contractor fails to complete the Work in all parts and requirements within the Contract Time, the City shall have the right to extend the Contract Time or not, as may seem best to serve the interest of the City; and if it decides to extend Contract Time, City shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the Work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension.

E. The Contractor will not be assessed with liquidated damages or the cost of engineering and inspection during the delay in the completion of the Work caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided, that the Contractor shall within five (5) days from the beginning of any such delay, notify the City, in writing of the

causes of delay. The City shall ascertain the facts and the extent of delay, and his findings thereon shall be final and conclusive.

F. In the event that Contractor's work is delayed for any reason, including acts of City, Contractor's sole remedy shall be an extension of time equal to the period of delay, provided Contractor has given City written notice of the commencement of delay within 48 hours of its occurrence.

SECTION 5 - LABOR

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 of Pacifica 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 at the Calera Creek Water Recycling Plant, and shall be made available for viewing to any interested party upon request.

B. 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.

C. 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 City 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."

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 certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

SECTION 6 - CHANGES IN WORK

A. Contractor shall make no changes in the Work without written direction from the City. Contractor shall not be compensated for any change made without any such written direction. No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement.

B. If the City directs the Contractor in writing to make changes in the Work that materially affect the cost of performing the Work, the Contract Price will be adjusted based on one of the following:

- i. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;
- ii. By establishment of new unit prices and related quantities for the changed Work;
- iii. By a combination of existing and new unit prices and related quantities for the changed Work; or
- iv. By mutual acceptance of a lump sum.

C. If the City directs the Contractor in writing to make changes in the Work that materially affect the time required to perform the Work, the City will make a reasonable adjustment to the Contract Time.

D. There is no allowable mark-up for extra work or changes in work.

SECTION 7 - CLAIMS

A. If any dispute shall arise between City and Contractor regarding performance of the Work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to City within ten (10) days after commencement of the disputed work. Contractor's failure to give written notice within the ten (10) day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work.

B. No claim, potential claim, dispute or controversy shall interfere with the progress and performance of the Work or any changes thereto, and Contractor shall proceed as directed by Owner in all instances with its Work, including any disputed Work, or any changes thereto and that any failure of Contractor to comply herewith and to proceed with its work shall automatically be deemed a material breach of this Contract entitling Owner to all remedies available under Section 10 or other provision of this Contract and applicable law. Except as provided elsewhere in the Contract Documents, Owner shall continue to make payments in accordance with the Contract.

SECTION 8 - INSPECTION AND PROTECTION OF WORK

A. Contractor shall make the Work accessible at all reasonable times for inspection by the City. Contractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Contractor's work and give prompt notice of any defect therein. Contractor assumes full responsibility to protect the work done hereunder until final acceptance by the City.

B. When the Work is completed, Contractor shall request, in writing, a final inspection. Within ten (10) days of the receipt of such request, the City shall make a final inspection. The Contractor or its representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the Work has been completed in accordance with the Contract Documents, including all change orders and all interpretations and instructions previously issued.

C. All materials the City has determined do not conform to the requirements of the Contract Documents will be rejected, whether in place or not. They shall be removed immediately from the site of the work, unless otherwise permitted by the City. No rejected material shall be used in the Work, unless the defects have been corrected and approval in writing has been given by the City. The cost of re-testing material or workmanship that fails to pass the first test shall be borne by the Contractor. Upon failure of the Contractor to comply promptly with any order of the City made under the provisions in this section, the City shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any monies due or to become due the Contractor.

SECTION 9 - ASSIGNMENT AND SUBCONTRACTING

A. Contractor shall give personal attention to the performance of the Work and shall keep the Work under its control.

B. No subcontractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, who will be held responsible for their work which shall be subject to the provisions of the Contract and specifications.

C. 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. The 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.

D. When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the Engineer or Collection Manager or they're representative, the subcontractor shall be removed immediately on the request of the Engineer or Collection Manager and shall not again be employed on the work.

E. Contractor may not assign performance of the Contract except upon written consent of the City.

SECTION 10 - TERMINATION

A. Should Contractor fail within three (3) calendar 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 11 - HOLD HARMLESS AND INDEMNIFICATION

A. The City of Pacifica and all officers and employees thereof connected with the Work, including but not limited to the Director of Public Works, City Engineer, Deputy Director of Public Works Wastewater, Collection Manager, Engineer, Inspector, the City Council, elected and appointed officials, City volunteers and servants, City contractors and agents (collectively the "Indemnitees"), 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 of Pacifica' officers or employees.

B. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold harmless the Indemnitees 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 of Pacifica until disposition has been made of such suits or claims for damage.

SECTION 12 - BONDS AND INSURANCE

A. Bonds.

i. Within ten (10) days after being notified of the award of the contract, and before the City will execute the agreement for construction, the Contractor to whom the Contract is awarded shall furnish and file with the City Performance and Payment Surety bonds as set forth below.

ii. Contractor shall submit a faithful performance bond on the form provided with the Contract Documents, duly executed by a responsible corporate surety listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to City conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. The amount of said bond shall be in a sum no less than one hundred percent (100%) of the total Contract Price.

iii. Contractor shall also submit a bond on the form provided with the Contract Documents, duly executed by a responsible corporate surety listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to City, which in all respects complies with Civil Code sections 3247-3252, inclusive. This bond, hereinafter referred to as a "payment bond," shall be in a sum no less than one hundred percent (100%) of the Contract Price.

B. Insurance.

i. Contractor shall obtain, at its sole cost and expense, all insurance required by this section 12.B. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to City within ten (10) days after being notified of the award of the contract, and before execution of the agreement for construction by the City.

ii. The insurance requirements specified herein shall apply to all subcontractors. The Contractor shall designate appropriate insurance limits for subcontractors. It shall be the responsibility of the Contractor to ensure that all subcontractors comply with this provision, and to verify their compliance when requested by the City. The Contractor shall not allow any subcontractor to commence work until all insurance required of the subcontractor has been obtained and verified by the Contractor and submitted to the City. Subcontractors shall furnish original certificates and endorsements as verification of insurance coverage. Upon request, Contractor shall deliver certificates of insurance or copies of the insurance policies and

endorsements of all subcontractors; provided, however, that this authority shall not relieve Contractor of its obligation to ascertain the existence of such insurance.

iii. The insurance required by this article shall be maintained by Contractor in full force and effect at all times during prosecution of the Work and until the expiration of the warranty period following the final completion and acceptance thereof by City, and every policy shall be endorsed to state that it shall not be assigned, cancelled, or reduced in coverage without thirty (30) days' prior written notice to City. Every policy shall also be endorsed to state that the City shall be given written notice of nonrenewable at least thirty (30) days prior to the nonrenewable date.

iv. The parties defined as "Indemnitees" above in Section 11, are collectively defined herein as the "Additional Insureds."

v. Liability Insurance. This insurance shall protect the Contractor from claims for bodily injury and property damage which may arise because of the nature of the work or from operations under this Contract.

- a. Coverage shall be at least as broad as:
 - (i) Commercial General Liability coverage (Insurance Services Office form number GG 0001 – "occurrence" form).
 - (ii) Owners and Contractors Protective Liability Coverage form – Coverage for Operations of Designated Contractor (Insurance Services Office form G0009 11 88).
 - (iii) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto," and endorsement CA 0025.
 - (iv) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
- b. The Commercial General Liability Insurance shall include the following coverage:
 - (i) Premises – Operations;
 - (ii) Owner's/Independent Contractors and Contractor's Protective;
 - (iii) Products - Completed Operations;
 - (iv) Personal Injury - (False Arrest, Libel, Wrongful Eviction, etc.);
 - (v) Broad Form Property Damage – including to the maximum extent possible, coverage for the Assumption of Liability Pursuant to Completed Operations;

- (vi) Blanket Contractual liability, including the indemnity agreement in this contract
 - (vii) Separation of Insureds / Cross-Liability Provisions
 - (viii) Duty to Defend all Insureds
 - (ix) Deletion of any limitation on Coverage for Bodily Injury or Property
 - (x) Damage Arising out of Subsidence or Soil or Earth Movement.
 - (xi) A provision that the annual general aggregate and the products and completed operations annual aggregate shall apply separately to the Project.
 - (xii) Pollution Legal Liability Endorsement
 - (xiii) XCU - (Explosion, Collapse, Underground Damage)
- c. Coverage shall not extend to any indemnity coverage for the sole or active negligence of the additional insured in any case where any agreement to indemnify the additional insured would be invalid under Civil Code Section 2782(b).
- d. Contractor shall maintain limits no less than:
- (i) Commercial General Liability: Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.
 - (ii) Automobile Liability: One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
 - (iii) Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per accident.
- e. At the option of the Contractor, primary limits may be less than required, with an Umbrella Policy providing the additional limits needed. This form of insurance will be acceptable provided that the Primary and Umbrella Policies both provide the insurance coverage herein required, including all additional insured requirements. The umbrella policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying commercial General Liability insurance.

- f. 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 that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City, provided that the forms conform to these requirements, and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.
- g. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- h. Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII.
- i. Originals of the following endorsements shall be attached to the liability insurance policy and delivered to City:
 - (i) The Commercial General Liability policy of insurance shall be endorsed to name the Additional Insureds using ISO Form CG201185. This policy shall provide coverage to each of the additional insureds with respect to the Work.
 - (ii) The Automobile Liability policy of insurance shall be endorsed to name the Additional Insureds. This policy shall provide coverage to each of the Additional Insureds with respect to the Work.
 - (iii) Workers' Compensation and Employers Liability. The insurer shall agree to waive all rights of subrogation against the Additional Insureds.
 - (iv) The policy shall be endorsed to provide primary coverage to the full limit of liability stated in the declarations, and provide that if the additional insureds have any other insurance or self-insurance against the loss covered by this policy, that other insurance shall be excess insurance and not contribute with contractor's policy.
 - (v) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
 - (vi) Coverage shall state that 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.

- (vii) The insurer shall waive all rights of subrogation against the Additional Insureds for losses arising from work performed by the Contractor for the City.
 - (viii) An endorsement shall be attached which states that the coverage is primary insurance and that any insurance or self-insurance fund maintained by or available to City or any of its officers, agents, employees, or volunteers shall be in excess of Contractor's insurance and shall not be called upon to contribute to a loss covered by the policy.
 - (ix) The policy must provide that it shall not be cancelled, suspended, voided or changed nor may the "retroactive date" of the policy or any renewal or replacement policy be changed without thirty (30) days' prior written notice to the City.
 - (x) A cross-liability endorsement must be included to the effect that each insured is covered as if separate policies had been issued to each insured.
 - (xi) The liability coverage may be either on a blanket basis or a policy which specifically identifies this agreement with a contractual liability endorsement.
- j. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, agents, construction manager, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claims administration and defense expenses.

C. Waiver of Subrogation. City and Contractor waive all rights against each other and against all other subcontractors for loss or damage to the extent covered by Builder's Risk or any other property or equipment insurance applicable to the Project, except such rights as they may have to the proceeds of such insurance less their pro-rata share of the deductible. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

D. Insurance Requirements are Material Elements of Performance. In the event of the breach of any provision of this paragraph, or in the event of any notices received which indicate any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provisions of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

SECTION 13 - CLAIMS RESOLUTION

Disputes arising under this Agreement shall be resolved in accordance with the procedures set forth in Section 20104.50 of the Public Contract Code.

SECTION 14 - WARRANTY

Contractor warrants to City that all materials and equipment furnished shall be new, free from faults and defects and of good quality. Contractor hereby warrants its work against all deficiencies and defects for the period required by the Special Provisions or the longest period permitted by the law of this State, whichever is less.

SECTION 15 - LAWS TO BE OBSERVED

A. Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. Contractor shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the City, and all officers and employees thereof connected with the work, including but not limited to the Deputy Director of Public Works - Wastewater, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the City's representative or their employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, Contractor shall forthwith report the same to the City in writing.

SECTION 16 - MISCELLANEOUS

A. Utility Facilities.

i. The Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated, or otherwise rearranged.

ii. If Contractor while performing the Work discovers utility facilities not identified in the Contract Documents, Contractor shall immediately notify the City and the utility owner. City shall arrange the removal, relocation, or protection of existing main or trunk line utility facilities located at the site of the Work but not identified in the Contract.

iii. If the Contractor is required to locate, repair damage not due to the Contractor's failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities, it shall be compensated under the Changes section of this Contract, including payment for equipment on the Project necessarily idled during such work.

iv. Contractor will not be entitled to damages or additional payment for delays caused solely by the failure of City, or the owner of the utility, to provide for removal or relocation of existing main or trunk line utility facilities not identified in the Contract Documents, except for equipment necessarily idled during such work.

v. Contractor shall not be assessed liquidated damages for delay in completing the Work solely attributable to the failure of City, or the owner of the utility, to provide for removal or relocation of existing main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy.

vi. The right is reserved by the City and the owners of facilities or their authorized agents, to enter the Project site for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any delay or hindrance to the work being performed by such other forces.

vii. Attention is directed to the possible existence of underground facilities not known to the City of Pacifica, or in a location different from that which is shown on the plans or in the Contract Documents. The Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling USA to mark utilities.

B. Differing Site Conditions.

i. 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.

ii. 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.

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

iv. 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.

C. Records and Audits.

i. 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.

ii. 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.

iii. 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

SECTION 17 - WAIVERS OF LIEN

Upon request the Contractor shall submit a complete list of major suppliers and/or subcontractors who will be providing material and/or labor for the performance of the Work, and shall submit with each payment request waivers of lien from each major supplier and/or subcontractor. A sample of this form to be used will be furnished by the City.

SECTION 18 - 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 19 - CLEAN-UP

Contractor will remove from the project site all debris resulting from performance of the Work no less often than daily. If Contractor fails to do so, City may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from the Contract Price.

SECTION 20 - 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 Contract Documents. 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 THEREOF, three identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been fully executed by the parties hereinabove named, on the day and year first hereinabove written.

CITY OF PACIFICA,
A Municipal Corporation:

Kevin Woodhouse, City Manager

ATTEST:

Sarah Coffey, City Clerk

APPROVED AS TO FORM:

Michelle Kenyon, City Attorney

CONTRACTOR:

By _____

Title

SECTION VI-A
GENERAL CONDITIONS

VI-A. GENERAL CONDITIONS

WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)

1. **Specifications and Plans**

The work embraced herein shall be done in accordance with the project plans, these specifications, the standard plans of the City of Pacifica, the Standard Plans and Specifications of the State of California, Caltrans, and other standard construction references insofar as the same may apply and in accordance with provisions herein. The Special Provisions describe which specifications and plans are part of this contract.

The drawings and specifications are intended to be complementary and that shown in one but not the other is to be included as if shown in both. Anything not expressly set forth in either but which is necessarily implied shall be furnished as though specifically both shown and mentioned without extra charge. Should anything be omitted from the drawings which is necessary for proper execution of the work herein described, it shall be the duty of the Contractor to notify the Engineer or authorized representative before signing the contract.

Scaling of prints shall be avoided and, when done, shall be the Contractor's responsibility. Given dimensions shall take precedence. Consult the Engineer for all necessary dimensions that are not given. Check all field dimensions, existing site or building conditions, locations, and sizes before proceeding.

Omissions or errors, if discovered in the drawings or specifications, shall be brought to the attention of the Engineer. No work is to proceed where there is any uncertainty as to the meaning of these documents.

Contractor shall consult the Engineer if at any time a variation in the construction or in the quality of materials as specified would be beneficial or expedite the execution of this work or that of the other trades. The Contractor will be allowed to vary from the documents only after written approval of the City is obtained.

2. **Shop Drawings**

Shop drawings will be required on this project.

3. **Definitions**

The term "Owner" or "City" shall mean "City of Pacifica" and the authorized representative acting on the City's behalf.

The term “Engineer” shall mean “City Engineer” or the authorized representative acting on the City’s behalf, such as the Consultant, Design Engineer, Construction Manager, and Program Manager.

The term “Inspector” shall be the Engineer or the City’s authorized job inspector or any independent inspection service acting on the City’s behalf.

The term “Specification” shall mean these project specifications and shall encompass all sections thereof, appendices, attachments, contracts, standard specifications, agreement forms, bond forms and guarantees.

The term “Standard Plan and/or Standard Specifications” shall mean Caltrans, latest edition or the City of Pacifica Standard drawings.

The term “Plans” or “Project Plans” shall mean the plans for this project, standard plans, standard drawings, or standard details.

The term “Contractor” shall mean the entity submitting the contract bid proposal and executing the contract documents.

The term “Subcontractor” shall mean any contractor working under and for the Contractor.

4. **Dust Control and Cleanup**

During the construction period, the Contractor shall not generate any visible dust. The premises shall also be kept free from the accumulation of waste material or rubbish. A water truck and a sweeper shall be on site and operational at all times. Failure to meet this requirement may result in project shutdown.

The final cleaning shall leave the facilities ready for use or occupancy with no additional cleanup. Clean up dirt, grease, asphalt, etc. from all surfaces. Use no cleaning materials which will damage finishes.

At the completion of the contract, the Contractor shall remove all remaining litter, debris, materials, temporary structures, and equipment from the site. The premises shall be left in a clean and orderly condition acceptable to the Engineer.

5. **Proposal Requirements and Conditions**

The bidder’s attention is directed to “Proposal Requirements and Conditions” of the Caltrans Standard Specifications.

6. **Award and Execution of Contract**

The bidder's attention is directed to "Award and Execution of Contract" of the Caltrans Standard Specifications for the requirements and conditions concerning the award and execution of contract except that the number of working days shall be counted from the Notice to Proceed.

7. **Beginning of Work and Time of Completion**

Attention is directed to "Beginning of Work and Time of Completion" of the Caltrans Standard Specifications and these General Conditions. The Contractor shall begin work and shall diligently prosecute the same to completion as noted in the "Notice to Bidders." The number of working days shall be counted from the Notice to Proceed.

8. **Public Safety and Site Security**

Contractor shall be responsible for public safety, convenience, and site security during all phases of work. The Contractor shall provide the City with a 24-hour emergency number.

Contractor shall designate a Public Safety Person responsible for site safety as well as site security.

In the event Contractor leaves the job overnight in an unsafe and/or in-secure condition, or fails to provide for public safety and convenience, City may take action to provide necessary requirements and will deduct the cost of doing so from subsequent Contractor payments.

All applicable safety regulations shall be complied with to protect the public and the Contractor's employees. Strict compliance with Cal/OSHA and NESHAP safety requirements in doing the work is required.

9. **Failure to Perform**

The determination by the Engineer of the question as to whether the Contractor has failed to perform any of the terms of the contract shall be conclusive upon the Contractor, surety and any and all other parties who may have any interest in the contract or any portion thereof.

The foregoing provision of this section shall be in addition to all other rights and remedies available to the City under the law.

10. **Termination by Owner for Cause**

Owner may terminate the contract pursuant to the provisions of this article, for the following causes:

1. Contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of Contractor.
2. Contractor or any of its subcontractors materially violates any of the provisions of the Contract Documents or fail to perform the work within the time specified in the current Construction Schedule, as properly modified for time extensions.
3. Contractor or any of its subcontractors should fail to make prompt payment to subcontractors or material supplies for material or for labor, unless such failure arises from a failure on the part of Owner to make prompt payment on account of such work or material.
4. Contractor or subcontractor persistently disregards laws, ordinances or the instructions of the Engineer or Owner.
5. Contractor fails to abide by a property stop work notice or fails to correct rejected work or materials.
6. Contractor fails to provide and keep in full force and effect all required insurance or fails to cause all subcontractors to so comply.
7. Contractor fails to supply a sufficient number of properly skilled workers or proper materials.
8. Contractor commits any substantial violation of the terms and conditions of the Contract Documents which constitutes a material breach of the contract. Contractor may get a single chance to present the City with a plan of how they'll get back into compliance with the Contract Documents including how they'll demonstrate contractual compliance to the City. If accepted after City review, the Contractor may continue to work on the Project until completion or the next breach of contract and thus termination.

11. **Retention of Legal Rights**

Inspection by the Engineer, or by any of his duly authorized representatives, any order, measurement, or certificate by the Engineer, any order by the City for the payment of money, acceptance of any work or any extension of time, or any possession taken by the City shall not operate as a waiver of any provision of the contract, or any power therein reserved to the City, or any right to damages therein provided. Any waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

The City reserves the right to correct any error that may be discovered in any estimate that may have been paid, and to adjust the same to meet the requirements of the contract and specifications. The City reserves the right to claim and recover by process of law,

sums as may be sufficient to correct the error or make good any deficit in the work resulting from such error, dishonesty or collusion discovered in the work after the final payment has been made.

12. **Estimates and Payments**

On or about the first day of each calendar month, the Contractor shall submit to the Engineer an approximate measurement of all work done and materials stored on site and will certify to the approximate value of such work and materials based upon the prices set forth in the bid schedule and to an estimate of the value of all extra work performed in accordance with the provisions of the contract during the preceding calendar month.

No payment or partial payment will be made for materials not incorporated in the work.

Upon Contractor's request for payment, the City will make partial payment to the Contractor for the work performed to the close of the previous month; said partial payment will be made in accordance with the certified estimate made by the Engineer as set forth herein. The City will retain 5% of the amount of each such estimate until 45 days after the date of recordation of the notice of completion on which project is accepted as complete and until all obligations of the Contractor under the contract have been discharged.

Whenever the Contractor shall deem all work under the contract to have been completed in accordance therewith, he shall so notify the Engineer who will promptly ascertain whether such be the fact, and if not will so notify the Contractor in detail of any additional work required. When all the provisions of the contract have been fully complied with to the satisfaction of the Engineer, he will proceed with all reasonable diligence to measure all work done and all materials furnished and will make a final and complete estimate of the value of such work done and materials furnished and will certify to the City Council said estimate and the date of completion of the work. The Council will take prompt action thereon and will furnish the Contractor with a statement of acceptance or of exceptions.

At 45 days from the date of final acceptance of the work by the Council, the difference between said final estimate and all payments theretofore made to the Contractor shall be due and payable to the Contractor, excepting only such sum or sums as may lawfully be withheld in accordance with the provisions of the contract. Acceptance by the Contractor of said payment made in accordance with said final estimate shall operate as and shall be a release to the City, its officers, agents, and employees, excepting only claims against the City for any amount withheld by it at the time of such payment.

13. **Right of City to Withhold Payments**

The City may withhold or nullify the whole or any part of any partial or final payment to such an extent as may be reasonably necessary to protect it from loss on account of:

Defective work not remedied, irrespective of when any such work be found defective;

Claims or liens filed or reasonable evidence indicating probable filing of claims or liens;

Failure of the Contractor to make payments promptly for labor, materials, equipment, or other facilities, or to subcontractors;

A reasonable doubt that the work can be completed by the City for the balance then unearned by the Contractor in the event the City at that time elects to take over work or to terminate the contract pursuant to the Caltrans Standard Specifications;

A reasonable doubt that the Contractor can complete the work within the agreed time limits;

Costs to the City resulting from failure of the Contractor to complete the work within the proper time;

Damage to other work or property.

Whenever the City, in accordance herewith, withholds any monies otherwise due under the contract, written notice of the amount withheld and the reasons therefor will be given to the Contractor, and when the Contractor removes the grounds for such withholding, the City will promptly pay to the Contractor the amount so withheld.

14. **Substitution of Securities in Lieu of Retainage**

The Contractor may elect to receive 100 percent of payments due under the contract documents from time to time, without retention from any portion of the payment by the Owner, by depositing securities of equivalent value with the Owner in accordance with the provisions of Public Contract Code 22300. Such securities, if deposited by the Contractor, shall be valued by the Owner, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Public Contract Code 22300 and Section 16430 of the California Government Code.

Pursuant to Section 22300 of the California Public Contract Code (Section 10263 of the Public Contract Code for State Agencies), the Contractor may substitute securities for any money held by the Owner to insure performance of the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner or with a state or federally chartered bank as an escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to written agreement in accordance with the provisions of Section 22300. The Owner shall not certify that the contract has been completed until at least 45 days after filing by the Owner of a Notice of Completion. Securities eligible for investment under this Section shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan

certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the public agency.

15. **Prevailing Wage Rates**

The Contractor shall post, in a location on the job site, the prevailing wage rate Determination which is applicable to this project.

16. **Liquidated Damages**

In the event Contractor, for any reason, shall have failed to perform the work herein specified, within the time herein required and to the satisfaction of the Engineer, City may, in lieu of any other of its rights and authorized under this contract, deduct from payments or credits due contractor after such breach, a sum equal to **\$2,000.00** as liquidated damages for each calendar day beyond the date herein provided for the completion of such work.

17. **Discrimination**

No discrimination shall be made in the employment of persons upon public works because of the race, sex, age, color, national origin, creed, sexual orientation or marital status of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Section 1735 of the California Labor Code.

18. **Employment of Apprentices**

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1967) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

The Contractor and any subcontractor shall comply with the requirements of Sections 1777.5 and 1777.6 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.

19. **Materials and Supplies**

All materials and supplies called for by the plans and specifications shall be new unless otherwise specified.

Whenever in the specifications or on the plans any material, process or article is indicated or specified by patent or proprietary name or by the name of the manufacturer, such name shall be deemed to have been used for the purpose of facilitating the description of the

material, process or article desired and shall be deemed to be followed by the words “or approved equal.”

Proposed alternate materials and methods must be submitted for approval by the Engineer at least one week prior to the opening of bids or actual construction. Failure to comply with this provision will automatically disqualify such alternate substitutions. If, in the judgement of the Engineer, the proposed substitute does not equal the material, process or article specified, the Contractor shall furnish the material, process or article as specified in these specifications. Materials and supplies described in words which have a well-known technical or trade meaning shall refer to such recognized standards.

All federal and state laws and regulations now imposed by competent authority and relating to any materials required to be furnished under the specifications are hereby made controlling and a part of the specifications.

20. **Existing Utilities**

Shutdowns of utilities for any reason shall be subject to approval by the City and shall require at least 48 hours prior notice, excluding weekends or holidays. When extended shutdowns are required, the Contractor shall provide standby service for normal occupancy requirements.

Before starting work, coordinate work and obtain clearance from utility companies and/or governmental agencies which supply existing or proposed services to project.

Unless they are shown to be removed, protect active utility lines shown on these plans or otherwise made known to the Contractor prior to excavating. If utilities are damaged, they shall be repaired or replaced at no additional cost to the Owner.

If active utility lines are encountered and are not shown on these plans or otherwise made known to the Contractor, the Engineer shall be immediately notified and Contractor shall then take the necessary steps promptly to assure that service will not be interrupted. If service is interrupted by work performance under this section, immediately restore service by repairing damaged utility at no additional cost to the City.

If existing utilities interfere with permanent facilities being constructed under this contract, immediately notify Engineer.

Do not proceed with permanent relocations or utilities until you receive written instructions from Engineer.

The Contractor shall be responsible for contacting USA, Underground Service Alert at 1-800-227-2600.

21. **Protection**

The Contractor shall provide adequate protection for all parts of the existing site, its improvements, and its occupants throughout the work. All damage done to existing property shall be neatly repaired or replaced at the Contractor's expense. Work shall be executed in a careful and orderly manner with the least possible disturbance to public and occupants of the area.

Contractor's attention is directed towards the careful removal of asphalt pavement adjacent to existing concrete pavement. Care shall be taken by the Contractor not to damage, crack, chip or break any portion of the existing concrete pavement during asphalt removal. Any damage, crack, chip, or break shall be repaired and/or replaced per City standard and to the satisfaction of the Engineer the cost of which shall be borne solely by the Contractor without additional compensation.

The Contractor shall protect and save any and all utilities. Any time existing utilities are exposed, inspector shall be notified. Repairs on existing utilities shall not be performed without prior approval and inspection of the City Inspector.

The Contractor shall repair or replace any damage occurring from his operations to pursue completion of the contract. The repairs and replacement shall be to the satisfaction of the Engineer and according to City standards and practices. The minimum repair or replacement shall be equal to surrounding existing conditions or better, and the Engineer's decision as to acceptable repair or replacement shall be final. The burden of proof as to whether there was existing damage by the Contractor shall rest with the Contractor. This is a nonpayment item.

The Contractor shall conduct his operations in such a manner as to avoid damage to existing improvements and adjacent property.

The site shall be maintained in a neat and orderly manner at all times. All existing facilities shall be protected and, if they are damaged or destroyed by the Contractor, shall be restored or replaced in kind at his expense, to their original conditions, or better, as approved by the City or other owner thereof. The site shall be secured at the conclusion of each work day.

If it is necessary, during the performance of the work, to remove and replace any existing facilities (e.g. — sidewalks, fences, etc.), such removal and replacement shall be included in the various items of work and no additional compensation will be allowed therefor.

Tree roots:

No tree root shall be unnecessarily cut in trenching operations. Excavation around roots shall be performed by hand. Where a root conflicts with the required location of the underground facility being installed, the root shall be trimmed neat at the edge of the excavation or trench, and shall be painted with an approved tree seal, as directed by the

Engineer. Said work shall be included in the various items of work and no additional compensation will be allowed therefor.

22. **Field Office, Enclosures and Storage**

Fences, enclosures, storage areas, etc. for use by the Contractor for the storing of tools and materials shall be located where approved by the City. The City has no obligation to provide a location to be used by the Contractor for material and/or equipment storage. Such fences, enclosures, storage areas, etc. are the Contractor's option. No payment shall be made therefor.

23. **Inspection and Tests**

Inspectors, employed by the City, shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work on the project and to the preparation, fabrication or manufacture of the materials to be used. An inspector is not authorized to revoke, alter or waive any requirements of the specifications. He is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the specifications and contract. He shall have the authority to reject materials or suspend the work until any question at issue can be referred to and decided by the Engineer.

An inspector will in no case act as foreman or perform other duties for the Contractor, nor interfere with the Contractor's management of the work. Any advice which an inspector may give the Contractor shall in no way be construed as binding to the Engineer or to the City, or as releasing the Contractor from fulfilling all the terms of the contract.

In case the Contractor refuses to suspend operations on verbal order, the inspector giving such verbal order will then issue the order in writing. After placing the order in the hands of the person in charge of the work for the Contractor, the inspector will immediately leave the job. Work done during the absence of the inspector will not be accepted or paid for.

The Contractor shall prosecute work only in the presence of an authorized inspector or authorized representative of the Engineer, and any work done without such inspection shall be at the Contractor's risk and be subject to rejection.

The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work, as performed, is in accordance with the requirements and intent of the specifications and contract. The Contractor shall at all times and for any purpose permit the Engineer and any of his representatives and representatives of the City to have access to the work and the premises used by the Contractor. The Engineer and his representatives and representatives of the City shall at all times have access to all places where machinery or materials are being manufactured, produced or fabricated for use on the work, and shall have full facilities for determining that all such machinery or

materials are being made strictly in accordance with the specifications and plans. The Contractor shall, whenever so requested, provide facilities and assistance for weighing or measuring any of the materials.

In the event any materials, equipment or work are required by law, ordinance or regulation of any public authority, or by the specifications or otherwise, to be specifically tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection or test, and of the date set for such if the inspection is to be made by other than the Engineer.

24. **Defective Work or Materials**

The Contractor shall promptly remove all work condemned by the Engineer as failing to conform to the contract and shall promptly provide a City-approved plan to correct the defects, replace and re-execute such work in accordance with the contract and without additional expense to the City, and shall bear all costs of making good any work destroyed or damaged by such removal or replacement.

Any materials condemned or rejected by the Engineer as not meeting the requirements of these specifications may be branded or otherwise marked by the Engineer and shall, on demand, be at once removed by the Contractor to a satisfactory distance from the work. If the Contractor does not remove such material within a reasonable time, fixed by written notice, the City may remove and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten days thereafter, the City may, upon ten days' written notice, sell such materials at auction or at private sale. The City will account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

No partial payment, inspection, taking possession of, or other act made or done by the Engineer or the City with respect to the work prior to the final completion and acceptance thereof shall affect or prejudice the right of the Engineer or the City to reject any defective work or material or to require the complete fulfillment of all the provisions of the contract.

If the Engineer deems it expedient and not in the best interests of the City to correct work injured or done not in accordance with the contract, the defective work may be accepted subject to an equitable deduction from the contract price which may be made therefor by the City upon certificate from the Engineer.

25. **Schedule of Operations and Preconstruction Meeting**

The Contractor shall submit to the Engineer, within five (5) days after Notice to Proceed, a prepared schedule of operations. Subject to the approval of the Engineer, the proposed construction schedule may be revised to facilitate the Contractor's operations. A preconstruction conference will be held, at a location selected by the Engineer within seven (7) days after the Notice to Proceed for the purpose of review and approval of said

schedule, and to discuss construction procedures. The Contractor shall be represented by his superintendent of work. The Engineer will be represented by all members of his organization having direct control or supervision of the project.

26. **Temporary Suspension of Work and Extension of Time for Performance**

When conditions at the site of the proposed work are unsatisfactory for the prosecution of a part or all of the work as adjudged by the Contractor and he is forced to suspend such work until reasonable conditions for its prosecution exist, he may request, in writing, that the Engineer authorize such suspension of work. Without the Engineer's approval, any suspensions violate this specification. Unsatisfactory conditions may include, but not limited to: inclement weather, strikes, excessive high or low ambient temperature and inability of delivery of materials by suppliers for good reason.

When, in the opinion of the Engineer, suspensions of work are not due to the fault or negligence of the Contractor, the time of performance as set forth in the Agreement will be extended by the Engineer, in writing, by a period of time equal to that lost due to the delay occasioned by the allowed suspension, all at no additional cost to the City and without waiver of remedies for nonproliferation of the work.

Such allowed suspension of work shall not relieve the Contractor of his responsibilities.

In the event that a disagreement shall arise between the Engineer and the Contractor over time of performance as extended by the Engineer due to an allowed suspension of work, the Contractor may request an extension from the City Council. Such requests shall be filed with the Engineer, addressed to him, at least twenty days prior to the expiration of the time of performance as modified. The ruling of the City Council shall be final and conclusive.

27. **Contract Documents**

After the award of the contract, up to two sets of plans and specifications will be furnished to the Contractor at no charge..

28. **Safety Requirements**

All applicable safety regulations shall be complied with to protect the public and the Contractor's or subcontractor's employees. Strict compliance with Cal/OSHA and other agency requirements in doing the work is required.

Work within the EQ Basin shall be performed in conformance with Cal/OSHA requirements for confined space entry. The Contractor shall comply with Cal/OSHA General Industry Safety Order Article 108. Contractor shall monitor the air in the work area with suitable gas monitoring equipment. Contractor shall suspend all work activities and immediately notify the City whenever monitored gases are present in sufficient quantities to present a hazard to workers.

29. **Laws and Regulations**

The Contractor shall comply with all local, regional, State and Federal laws and regulations at all times. In addition, the Contractor shall meet the standards set by the Air Quality Act for Noise and Pollution. If there is any conflict between these specifications and provisions and any laws or regulations, the matter shall be brought to the attention of the Engineer immediately.

30. **Permits and Licenses**

All necessary permits or approvals from any agency shall be obtained by the Contractor at the Contractor's expense before any work is started.

No charges will be made for City issued permits. However, a City of Pacifica business license shall be purchased by the Contractor and all subcontractors. All Contractors and subcontractors shall have all required licenses.

31. **Sound Control Requirements**

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purposes on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

32. **Air Pollution Control**

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract, involving any air pollution control rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

33. **Water Pollution and Erosion Control**

General:

Contractor shall take all measures necessary to prevent debris from entering the storm drain and sewer systems. Best Management Practice (BMP) shall be enforced at all times.

Water pollution and erosion control work is intended to provide prevention, control, and abatement of water pollution and siltation to drainage systems, streams, waterways and other bodies of water, and shall consist of constructing those facilities that may be shown on the plans, specified herein or in the special provisions, required as a condition of a permit or directed by the Engineer.

Scheduling of work:

No grading or other surface or ground cover disturbing work will be permitted to take place between the calendar dates of October 15 through April 15 without an approved and implemented erosion control plan. In order to provide effective and continuous control of water pollution and erosion, it may be necessary for the Contractor to perform the contract work in small or multiple units, on and out of phase schedule, and with modified construction procedures. The Contractor shall coordinate water pollution and erosion control work with all other work done on the contract.

Contractor's program:

Before starting any work on a project, the Contractor shall submit to the Engineer for his acceptance, a program to control water pollution and erosion during construction of the project including a Contractor prepared Erosion and Sedimentation Control Plan figure showing the location and type of each sedimentation and erosion control measure. The program shall show the schedule for and the measures that the Contractor proposes to take in connection with construction of the project to minimize the effects of the work upon adjacent drainage systems, streams and bodies of water and shall be consistent with the "Manual of Standards for Erosion and Sediment Control Measures" written and distributed by ABAG. The Contractor shall not perform any clearing and grubbing, excavation or other vegetation or surfacing disturbing work, other than that authorized by the Engineer, until the Contractor's program has been approved. The City will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised water pollution and erosion control program, nor for any delays to the work due to the Contractor's failure to submit an acceptable program.

Correction of inadequate pollution and erosion control measures:

If the measures being taken by the Contractor are inadequate to control water pollution or erosion effectively, the Engineer may direct the Contractor to revise operations and the water and erosion control program. The directions will be in writing and will specify the items of work for which the Contractor's water pollution and erosion control measures are inadequate. No further work shall be performed on those items until the water pollution control measures are made adequate and, if also required, a revised water pollution and erosion control program has been accepted. The Engineer will notify the Contractor of the acceptance or rejection of any submitted revised water pollution and erosion control program in not more than 5 working days of its submittal.

Responsibility and payment for removal of silt from storm drains, channels and retention basins:

When, as a result of the absence, failure or inadequacy of the Contractor's water pollution and erosion control measures, silt is deposited in any storm drain, storm water channel, retention basin, catch basin, or any other drainage structure or facility, the Contractor shall be required to completely clean and remove all silt from said drainage structure or

facility and from all downstream elements of the drainage system of which the structure or facility is a part, for whatever distance the Engineer determines likely to have received silt as a result of the absence, failure or inadequacy of the Contractor's water pollution and erosion control measures. Should the Contractor fail to respond promptly to the Engineer's demand for removal of silt and correction of the absence or inadequacy he deems to be the cause, the Engineer will take steps he deems appropriate, including hiring others to remove silt and to stop additional silt from the Contractor's operations to enter any part of the storm drain and related systems. On City projects, the cost of such action by the Engineer shall be deducted from any monies due or to become due the Contractor. On private jobs, the costs will be billed to the Contractor and a Stop Work Order shall be placed on the entire job until the bill is paid.

Abatement of other water pollution:

The cleanup of water pollution by chemicals, petroleum products, cement or by the escape of any other material that is harmful or potentially harmful, from the work site as a result of the Contractor's operations, into drainage systems, their receiving waters, waterways or other bodies of water shall be the financial responsibility of the Contractor. The means of cleanup and the party or parties to be engaged to perform the cleanup work shall be determined by the Engineer in consultation with appropriate hazardous materials, pollution control, safety, health and wildlife authorities and officials. The Contractor shall immediately carry out cleanup orders issued to him through or by the Engineer and shall make the work site accessible to personnel and equipment from outside pollution control resources called in by the Engineer. On City projects, the cost of cleanup action called for by the Engineer and performed by outside resources shall be deducted from any monies due or become due the Contractor. On private jobs, the costs will be billed to the Contractor and a Stop Work Order shall be placed on the entire job until the bill is paid.

Other requirements:

The Contractor's submittal and the Engineer's approval of the Contractor's water pollution and erosion control program shall not relieve the Contractor from responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to prevention or abatement of water pollution and erosion control. The Contractor is advised that if the area covered by the project exceeds 5 acres, he is required to file a Notice of Intent and a Storm Water Pollution Prevention Plan with the State Water Resources Control Board before starting work.

Compensation:

Unless there is a contact bid item or items for water pollution and erosion control work, full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

34. **Environmental Protection Requirements**

The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, detention ponds, drainage facilities and the waters therein from pollution by fuels, oils, bitumen, calcium chloride, mud, silt and other harmful materials. Care shall be exercised to preserve all vegetation beyond the limits of construction.

- **Stormwater pollution prevention:**

The Contractor is advised that the City of Pacifica and all other municipal stormwater dischargers in San Mateo County are co-permittees under the National Pollutant Discharge Elimination System (NPDES) Permit Number CAS612008. This permit prohibits the discharge of illicit discharges (non-rainwater) into the storm drain system unless specifically exempt. As a condition of this permit, the City of Pacifica and San Mateo County have implemented a local Stormwater Management Plan, adopted respective enabling ordinances prohibiting illicit discharges and adopted “Best Management Practices” (BMPs) to assist contractors and citizens with alternatives. The central goal of the Stormwater Management Plan and BMPs is to reduce the amount of pollution in runoff and establish procedures to address and control stormwater pollution resulting from both public and private sector construction activity within the City. The types of construction contracts controlled by this section include site improvement work, street and utility replacement or improvement, drainage work and general construction. All work performed under this contract and all contractors and their associates and/or employees are required to comply with all applicable stormwater regulations and to implement BMPs at all times. Guidelines and BMPs are available from the Pacifica Planning Department.

- **Source reduction and recycling:**

The California Integrated Waste Management Act of 1989 (AB 939) mandates that 25 percent of the waste stream in the City of Pacifica be diverted from landfill by 1995 and that this diversion increase to 50 percent by 2000. AB 939 also required the City of Pacifica to prepare and adopt a Source Reduction and Recycling Element (SRRE) outlining recommended programs to meet the above noted diversion goals. One of the approved SRRE programs is to require the utilization of recycled construction materials for City projects. All work performed under this contract and all contractors and their associates and/or employees shall utilize recycled materials and recycle construction materials where feasible. Construction/Demolition Recycling Resources Lists are available from the Pacifica Planning Department and the California Integrated Waste Management Board.

Contractor shall reuse or recycle any useful construction materials generated during the project.

- **Disposal:**

At the end of each working day, the Contractor shall collect all scrap, debris and waste material and dispose of such materials properly.

The Contractor shall inspect dumpsters for leaks and contact trash hauling contractors to replace or repair dumpsters that leak.

The Contractor shall not discharge water on site from cleaning dumpsters.

The Contractor shall arrange for regular waste collection before dumpsters overflow.

Hazardous material/waste management:

a. Storage:

The Contractor shall label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels; and all hazardous wastes, such as waste oil and antifreeze; in accordance with the City of Pacifica Hazardous Materials Storage Ordinance and all applicable State and Federal regulations.

The Contractor shall store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations, and it is recommended that these materials and wastes be covered, as needed, to avoid potential management of collected rain water as a hazardous waste.

The Contractor shall keep an accurate, up-to-date inventory, including Material Safety Data Sheets (MSDSs), of hazardous materials and hazardous wastes stored on-site, to assist emergency response personnel in the event of a hazardous materials incident.

b. Usage:

When rain is forecast within 24 hours or during wet weather, the Engineer may prevent the Contractor from applying chemicals in outside areas.

The Contractor shall not over-apply pesticides or fertilizers and shall follow material manufacturer's instructions regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals. Over-application of a pesticide constitutes a "label violation" subject to an enforcement action by the San Mateo County Agriculture Department.

c. Disposal:

The Contractor shall use secondary containment, such as a drip pan, to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed or poured.

GENERAL CONDITIONS

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The Contractor shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on site.

The Contractor shall clean up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and cleanup materials as hazardous waste, as described in the section above.

The Contractor shall not wash any spilled material into streets, gutters, storm drains or creeks and shall not bury spilled hazardous materials.

The Contractor shall report any hazardous materials spill to the City of Pacifica Building Division at (650) 738-7344.

The Contractor shall inspect vehicles and equipment arriving on site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs are made.

The Contractor shall recycle waste oil and antifreeze to the maximum extent practicable.

The Contractor shall comply with federal, state and city requirements for aboveground storage tanks.

d. Contractor training and awareness:

The Contractor shall train all employees/subcontractors on the stormwater pollution prevention requirements contained in these specifications.

The Contractor shall inform subcontractors of the stormwater pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.

The Contractor shall post warning signs in areas treated with chemicals.

e. Activity-specific requirements:

The following requirements shall be met on all projects within the City of Pacifica that include the listed activities.

(1) Sawcutting:

During sawcutting, the Contractor shall cover or barricade catch basins using control measures such as vacuum, filter fabric, straw bales, sandbags and fine gravel dams to keep slurry out of the storm drain system. When

protecting a catch basin, the Contractor shall ensure that the entire opening is covered.

The Contractor shall shovel, absorb or vacuum sawcut slurry and pick up the waste prior to moving to the next location or at the end of each working day, whichever is sooner.

If sawcut slurry enters catch basins, the Contractor shall remove the slurry from the storm drain system immediately.

(2) Concrete, grout and mortar waste management:

Material management:

The Contractor shall store concrete, grout and mortar away from drainage areas and ensure that these materials do not enter the storm drain system.

Concrete truck/equipment washout:

The Contractor shall not wash out concrete trucks or equipment into streets, gutters, storm drains or creeks.

The Contractor shall perform washout of concrete trucks or equipment off-site or in a designated area on-site where the water will flow onto dirt or into a temporary pit in a dirt area. The Contractor shall let the water percolate into the soil and dispose of the hardened concrete in a trash container. If a suitable dirt area is not available, then the Contractor shall collect the wash water and remove it off-site.

35. **Layout of Work**

All layout shall be done by the Contractor and must be approved by the City.

36. **Substitutions**

Substitutions in material or methods of construction, when necessary because of material shortages or in order to avoid serious delay may be made only after they are approved by the Engineer in writing.

37. **Traffic Control and Public Access**

The Contractor shall be responsible for proper traffic control to assure work site safety.

The Contractor shall submit a traffic control plan to the Engineer for review prior to commencement of work.

No street or sidewalk closure shall be allowed without prior approval of the City or Engineer.

Continuous safe public access shall be maintained to residential, retail and commercial structures at all times.

Barricade open depressions and holes which occur in the performances of this work. Post warning light on property adjacent to, or with public access to, the work site.

Operate warning light during hours from dusk to dawn each day and as otherwise required.

Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by operations under the specified work.

38. **Material and Workmanship**

All materials and workmanship are to be the best of their respective kinds. The terms “or equal,” “approved,” “selected” and so forth shall mean as approved, etc. by the Engineer. All materials and equipment used should be in accordance with the manufacturer’s printed directions.

Use adequate numbers of skilled workmen who are thoroughly trained and experienced in necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of work specified. Use equipment adequate in terms of size, capacity and numbers to accomplish work in a timely manner.

39. **Extra Work**

Extra work not bid at a unit price as a singular item of work shall be performed per Caltrans Standard Requirements.

40. **Compliance with Public Contract Code, Article 1.5**

This contract is governed by Public Contract Code, Article 1.5, Resolution of Construction Claims. A copy of Article 1.5 is attached to these specifications and is made a part thereof.

41. **Drug-Free Workplace**

The Contractor is required to comply with the Drug-Free Workplace Act of 1988. The requirements of the Drug-Free Workplace Policy are described in City of Pacifica Administrative Policy Number 46.

42. **Harassment and Discrimination**

The Contractor is required to comply with City of Pacifica Administrative Policy Number 33, Harassment and Discrimination in the Workplace.

43. **Payroll Records**

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him in connection with the public work. Each covered contractor and subcontractor must on a weekly basis provide the City a copy of all payrolls for the preceding weekly period signed by the authorized officer or employee of the contractor who supervises the payment of wages. Each payroll submitted must be accompanied by a "Statement of Compliance."

44. **Sequence of Construction Plan**

Contractor shall prepare and submit for review and approval a Sequence of Construction Plan detailing the proposed project schedule and significant milestones for performance of the work.

a. General

The Work under this Contract shall be conducted in a manner which minimizes shutdowns, roadway closures, or traffic obstructions caused by the construction. Shutdowns causing damage to adjacent public and private property shall not be permitted and any damage resulting shall be the sole responsibility of the Contractor.

b. Contractor shall complete all work related to installing pump check valves, piping and appurtenances first. Furthermore, Contractor shall complete the south basin pump check valves, piping and appurtenances first, followed by the north basin pump check valves, piping and appurtenances.

SECTION VI-B
SPECIAL PROVISIONS

VI-B. SPECIAL PROVISIONS

WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)

1. **Summary of Work — Scope**

The Contractor shall furnish all labor, materials, equipment, permits, licenses and services required to perform the construction of the work described in the project description and as shown on the documents and as specified herein.

The project includes the installation of four (4) 6” check valves, installation of four (4) 6” flange coupling adapters, furnishing four (4) 6” blind flanges, installation of two (2) 3” check valves, installation of two (2) 3” flange coupling adapters, furnishing 2 (2) 3” blind flanges, relocation of four (4) water cannons, installation of eight (8) Tripac vertical pipe clamp floor mounted pipe support, installation of four (4) Tripac fabricated horizontal pipe clamp support, removal of four (4) sections of guardrail, installation of (4) sections of removable safety chain, four (4) concrete wall segments height reduction, and installation of forty seven (47) feet of 6” DIP pipe.

2. **Project Plans**

Plans for the work to be done are part of these specifications, included in the bid documents, part of the construction contract and shall be on site in the Contractor’s possession during construction. The project plans for the work are entitled “WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030).”

3. **Standard Plans**

AWWA or the City of Pacifica Standard drawings.

4. **Standard Specifications**

The following standard specifications are referenced in these specifications and are part of the bid documents and construction contract:

↳ Standard Specifications for America Water Works Association (AWWA)

↳ Standard Specifications for Public Works Construction, Building News Inc, Latest Edition.

↳ Standard Specifications for North Coast County Water District, Latest Edition.

5. **Additional Standards and Codes**

SPECIAL PROVISIONS

Project Title: **WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)**

All work done under this contract shall conform to all standards and codes which apply to the work. Such standards and codes include, but may not be limited to:

↳ ASTM, Annual Book of Standards, American Society for Testing and Materials

↳ MUTCD, Manual On Uniform Traffic Control Devices

The most current edition of each of these publications, at the time of bid opening, shall apply.

6. **Conflicts between Plans and Specifications**

In cases of conflict between any portions of these plans and specifications, the order of precedence shall be as follows:

1. Addenda
2. Contract Technical Specifications
3. Contract Plans
3. Contract Special Provisions
4. Contract General Conditions
5. Standard Specifications
6. Standard Plans

7. **Cooperation**

Attention is directed to Sections 7-1.14, "Cooperation," and 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these Special Provisions.

In addition, Contractor shall specifically coordinate with the following entities:

North Coast County Water District
2400 Francisco Boulevard
Pacifica, California 94044
(650) 355-3462
Contact: Mr. Bob Lange

PG&E
245 Market St
San Francisco, California 94105
(415) 973-6921
Contact: Julia Grinberg

8. **Obstructions**

Attention is directed to Sections 8-1.10, “Utility and Non-Highway Facilities,” and 15, “Existing Highway Facilities,” of the Standard Specifications and these Special Provisions.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least two working days prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Underground Service Alert — Northern California (USA)
Telephone: (800) 227-2600

9. **Mobilization/Demobilization**

Mobilization/demobilization shall conform to the provisions in Section 11, “Mobilization,” of the Standard Specifications. Mobilization shall be incidental and there shall be no separate payment made therefor.

10. **Construction Area Signs**

Construction area and detour signs shall be furnished, installed, maintained and removed when no longer required in accordance with the provisions in Section 12, “Construction Area Traffic Control Devices,” of the Standard Specifications and these Special Provisions. All construction area and detour signs shall be incidental to other items of work and there shall be no payment made therefore.

11. **Maintaining Traffic**

One Lane in each direction shall remain open at all times. Attention is directed to Sections 7-1.08, “Public Convenience,” 7-1.09, “Public Safety,” and 12, “Construction Area Traffic Control Devices,” of the Standard Specifications and to the section entitled Public Safety elsewhere in these Special Provisions and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09.

A traffic control plan shall be submitted for review by the Engineer.

Road closures shall be requested 72 hours in advance of schedule.

Lane closures shall conform to the provisions in the section of these Special Provisions entitled Traffic Control System for Lane Closure.

12. **Traffic Control System for Lane Closure**

A traffic control system shall consist of closing portions of the parking lot or adjacent to work areas between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday in accordance with the provisions of Section 12, “Construction Area Traffic Control

Devices,” of the Standard Specifications, the provisions under Maintaining Traffic elsewhere in these Special Provisions and these Special Provisions.

Contractor shall provide a Changeable Message Sign at any location seven (7) days in advance of the closure and during the day of closure. The exact wording is to be approved by the Engineer.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, “Public Safety,” of the Standard Specifications.

Each vehicle used to place, maintain and remove components of a traffic control system shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. A separate flashing arrow sign shall be in place in both directions before lane closures.

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

Lane closures are to be made during work periods only, Monday to Friday, 9:00 a.m. to 4:00 p.m. At the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the road right-of-way.

The cost of the above work will be included in the bid item Site Preparation/Traffic Control and no additional compensation will be allowed therefor.

13. **Parking Interferences**

In any areas where parked vehicles would interfere with the work, temporary “Tow-away, No Parking — Construction Zone” signs, indicating the times and dates applicable, shall be adequately posted at least 72 hours prior to towing of any vehicles.

The Contractor shall be responsible for furnishing, posting and maintaining the temporary “No Parking” signs. Temporary “No Parking” signs shall be mounted on A frame barricade with flashing lights. Temporary “No Parking” signs shall not be greater than 40 feet apart. The Contractor shall notify the Pacifica Police Department if any towing is required. Vehicles blocking the work will not be considered cause for delay of work.

The cost of the above work will be included in the bid item Site Preparation/Traffic Control and no additional compensation will be allowed therefor.

14. **Programming of Work**

All work shall be performed during weekdays, Monday through Friday, and during the hours, 8 a.m. to 6 p.m. only. The Contractor shall obtain prior written permission from the Engineer to vary the hours of operations from the above stated hours. Such permission may be revoked as deemed necessary by the Engineer or any of his representatives. The Contractor shall reimburse the City for all overtime inspection services performed.

15. **Quality Assurance**

The Contractor shall submit certifications for each source of supply and for each construction material employed on the project. Certifications shall indicate that the material meets the specification requirements.

16. **Cleanup**

The Contractor shall not allow the site of work and staging areas to become littered with trash and waste material, and shall maintain the same in a neat and orderly condition throughout the construction period.

Sidewalks, street area, parking strips, planting strips and driveway approaches must be kept reasonably clean after the work has progressed beyond the immediate vicinity.

17. **EQ Basin Dewatering**

City will pump down and dewater to a level that is feasible, with the goal of complete dewatering but due to groundwater levels there may be some water in the basin during construction. In the event that water makes its way into the EQ basin so as to interfere with Contractor's work, Contractor shall notify City immediately. City will be responsible for dewatering and Contractor schedule shall be extended a minimum of one day to account for such an event.

Construction schedule shall coincide with the weather forecast of a rain event not to exceed a 50% chance or in the amount not to exceed 0.5 inches per day. Contractor shall provide the City with written notice of proposed work schedule verifying the work as scheduled can be completed within the allowable weather forecast.

18. **Measurements**

All cost for measurement shall be included with other items of work and no additional compensation shall be allowed therefore.

SECTION VII

WAIVERS, BONDS, GUARANTEE FORMS, AND SAFETY AFFIDAVIT

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

WET WEATHER EQUALIZATION BASIN
WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)

Upon receipt by the undersigned of a check from _____ maker of the check in the sum of \$ _____ amount of check payable to _____ payee of check and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of _____ owner located at _____ job description to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to _____ your customer through _____ date only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____ Company Name

By: _____ Title

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

WET WEATHER EQUALIZATION BASIN
WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)

The undersigned has been paid and has received a progress payment in the sum of \$ _____ for labor, services, equipment, or material furnished to _____ your customer on the job of _____ owner located at _____ job description and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to _____ your customer through _____ date only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated: _____ Company Name

By: _____ Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

WET WEATHER EQUALIZATION BASIN
WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)

Upon receipt by the undersigned of a check from _____ in the sum of \$ _____ payable to _____ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of _____ Owner located at _____ job description. This release covers the final payment to the undersigned for all labor, services, equipment, or material furnished on the job, except for disputed claims for additional work in the amount of \$ _____. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Dated: _____ Company Name

By: _____ Title

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

WET WEATHER EQUALIZATION BASIN
WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)

The undersigned has been paid in full for all labor, services, equipment or material furnished to _____ your Customer on the job of _____ Owner located at _____ job description and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of \$ _____.

Dated: _____ Company Name

By: _____ Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that _____, hereinafter called PRINCIPAL, and _____ a corporation duly organized under the laws of the State of having its principal place of business at _____ in the State of _____ and authorized to do business in the State of California, hereinafter call SURETY, are held and firmly bound unto the City of Pacifica, hereinafter called the OBLIGEE, on order, in the sum of _____ Dollars (\$ _____) (being at least ten percent (10%) of the total amount of PRINCIPAL 's proposal) lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the PRINCIPAL has submitted its Proposal for the project entitled WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030) to the OBLIGEE, said Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if said Proposal is rejected or, in the alternate, if said Proposal is accepted and the PRINCIPAL signs and delivers a Contract and furnishes evidence of insurance and a Performance Bond and Payment Bond, in the form and within the time required by the Proposal and the Contract Documents, then this obligation shall become null and void, otherwise the same shall remain in full force and effect and upon default of the PRINCIPAL shall be forfeited to the OBLIGEE, it being expressly understood and agreed that the liability of the SURETY for any and all default of the PRINCIPAL shall be the amount of this obligation as herein stated, as liquidated damages. Such forfeiture and liquidated damages under this bond shall be without prejudice to the OBLIGEE'S right to pursue any excess actual damages from the PRINCIPAL for breach of contract or otherwise.

The SURETY, for value received, hereby agrees that the obligations of said SURETY and its bond shall not be impaired or affected by any extension of the time within which the OBLIGEE may accept such Proposal, and the SURETY hereby waives notice of any such extension.

In the event suit is brought upon this bond by the OBLIGEE and judgment is recovered, the SURETY shall pay, in addition to the sum set forth above, all costs incurred by the OBLIGEE in such suit, including reasonable attorney's fees and expert witness fees, to be fixed by the court.

BID BOND

Project Title: **WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)**

Signed this _____ day of _____

PRINCIPAL:

BY _____

--AND--

SURETY:

BY _____

Note: Signature of person executing for SURETY must be notarized and evidence of corporate authority attached.

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE 7106

WET WEATHER EQUALIZATION BASIN
WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)

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

Note: The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit.

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

*Signature of Bidder:

- If corporation, two officer's signatures are required.

Company Name (printed):

Signed: _____

Name: _____

Title: _____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Pacifica, California ("Owner") and _____ ("Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the construction of the WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030) (hereinafter referred to as the "Construction Contract"); and

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond for the faithful performance of all terms and conditions of the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and _____ (hereinafter referred to as "Surety"), as surety, are held and firmly bound unto Owner in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Construction Contract, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety's obligation under this Performance Bond shall arise after:
 - 3.1 Owner has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that Owner has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing the Construction Contract; and
 - 3.2 Owner has agreed to pay the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, to Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Construction Contract with Owner.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

- 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by Owner and the contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, incurred by Owner resulting from Contractor's Default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
 - 4.4.1 After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment thereof to Owner; or
 - 4.4.2 Deny liability in whole or in part and notify Owner citing specific reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which Owner and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If the Surety proceeds as provided in Subparagraph 4.4, and Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has declared a Contractor Default, and if Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Construction Contract, and the responsibilities of Owner to Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Performance Bond, but subject to commitment by Owner of the Balance of the Agreement Price to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:
 - 6.1 The responsibilities of Contractor for correction of defective work, materials and equipment and completion of the Construction Contract;
 - 6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Contractor.

FAITHFUL PERFORMANCE BOND

Project Title: **WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)**

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Construction Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators or successors.
8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as an item of costs.
10. Notice to Surety, Owner or Contractor shall be mailed or delivered to the address, or sent via facsimile to the facsimile number, shown on the signature page.
11. Definitions:
 - 11.1 Balance of the Agreement Price: The total amount payable by Owner to Contractor under the Construction Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Construction Contract.
 - 11.2 Construction Contract: The agreement between the Owner and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.
 - 11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

CONTRACTOR, as principal:

By: _____
Its: _____

Address:

FAX: _____

SURETY:

By: _____
Its: _____

Address:

FAX: _____

Note: Signature of person executing for SURETY must be notarized and evidence of corporate authority attached.

BOND FOR PAYMENT OF LABOR AND MATERIALS

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Pacifica, California (hereinafter referred to as "Owner") and _____ (hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the construction of the WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030) (hereinafter referred to as the "Construction Contract"); and

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond to secure payment for all work, labor, materials, equipment or services furnished in connection with the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and _____ (hereinafter referred to as "Surety"), as surety, are held and firmly bound unto Claimants, as defined herein, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Payment Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner to pay for work, labor, materials, equipment, services, or other items furnished for use and actually used in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds Owner harmless from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for work, labor, materials, equipment, services or other items furnished for use in the performance of the Construction Contract, provided Owner has promptly notified Contractor and Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described below) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Payment Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:

- 4.2.1 Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, as required by and conforming with Civil Code sections 3252 and 3091; and
 - 4.2.2 Not having been paid within 30 days of sending the required notice, have sent a written notice to Surety (at the address described below) and sent a copy to the Owner, stating that a claim is being made under this Payment Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. When the Claimant has satisfied the conditions of Paragraph 4, Surety shall promptly and at Surety's expense take the following actions:
 - 5.1 Send an answer to the Claimant, with a copy to Owner, within 20 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 5.2 Pay or arrange for payment of any undisputed amounts.
6. Surety's total obligation shall not exceed the amount of this Payment Bond, and the amount of this Payment Bond shall be credited for any payments made in good faith by Surety.
7. Amounts owed by Owner to Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Performance Bond. By Contractor furnishing and Owner accepting this Payment Bond, they agree that all funds earned by Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work or the satisfaction of Owner's claims, including liquidated damages, under the Construction Contract.
8. Surety shall not be liable to Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. Owner shall not be liable for payment of any costs or expenses of any Claimants under this Payment Bond, and shall have under this Payment Bond no obligation to make payments to, give notices on behalf of, or otherwise have any obligation to Claimants under this Payment Bond.
9. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
10. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as costs.
11. Notice to Surety, Owner or Contractor shall be mailed or delivered to the address shown on the signature page.

12. This Payment Bond has been furnished to comply with Civil Code sections 3247 through 3252. Any provision in this Payment Bond conflicting with those statutory requirements shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Payment Bond shall be construed as a statutory bond and not as a common law bond.

13. Upon request by any person or entity appearing to be a potential beneficiary of this Payment Bond, the Contractor shall promptly furnish a copy of this Payment Bond or shall permit a copy to be made.

14. DEFINITIONS

14.1 Claimant: An individual or entity identified in California Civil Code sections 3181 or 3248.

14.2 Construction Contract: The agreement between Owner and Contractor identified above, including all Contract Documents and changes thereto.

CONTRACTOR, as principal:

By: _____
Its: _____

Address:

FAX: _____

SURETY:

By: _____
Its: _____

Address:

FAX: _____

Note: Signature of person executing for SURETY must be notarized and evidence of corporate authority attached.

GUARANTEE

We hereby guarantee the " WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)", for one year from date of filing of the Notice of Completion.

We agree to repair or replace to the satisfaction of the Owner any and all such work that may prove defective in workmanship or materials within that period, ordinary wear and tear and unusual abuse or neglect excepted, together with all other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above-mentioned conditions within a reasonable time after being notified in writing we collectively and separately do hereby authorize the Owner to proceed to have the defects repaired and make good at our expense, and will pay the costs and charges therefore immediately upon demand.

(Signature of Subcontractor)

Dated: _____

(Signature of Contractor)

(Contractor must co-sign with each subcontractor.)

Assemble and bind three sets of all certificates, warranties and maintenance manuals into clearly organized files and present the file to the City at the completion of the work.

SAFETY COMPLIANCE AFFIDAVIT
(To Accompany Bid)

The Contractor hereby acknowledges City concerns regarding safety at its facility and at the Project worksite. The Contractor shall conduct its operations to eliminate or reduce hazards and risks associated with Contractor's activities, to prevent accidents and injuries, and to prevent property damages. Therefore, strict compliance with all of the most current safety, health and environmental regulations (federal, state and local) is required. Non-compliance with these regulations may result in suspension or termination of work in progress.

The Contractor's Safety Programs must accomplish the foregoing objectives. The Contractor certifies that its Safety Programs comply and will satisfy these requirements. The Contractor also certifies that each Subcontractor and Sub-subcontractors and other parties with which it has agreements to perform work on the Project worksite will also comply and will satisfy these requirements.

The mandatory (and other) Contractor Safety Programs are delineated in Part A of the attached Contractor Safety Operations Requirements. As noted in Part B, hard hat and safety glasses are required at all times on the work site. The City reserves the right to require Contractor to dismiss workers from the site that violate this rule. The Contractor further certifies that it can furnish satisfactory evidence of compliance. The Contractor acknowledges that it shall submit completed sections A, B, C, and D to the City within fifteen (15) calendar days of Notice of Award.

The Contractor further acknowledges that its Subcontractors and Sub-subcontractors will provide all Safety Compliance documents in accordance with this safety compliance affidavit prior to the Subcontractor or Sub-subcontractor commencing work at the site.

The Contractor and its Subcontractors shall meet with the City Director of Safety within seven (7) calendar days of NTP to become oriented with City's standard safety and emergency procedures.

Signature of Authorized Representative

Type/Print Name of Bidder

Type/Print Representative's Name

Type/Print Title

Date

(Certificate of Acknowledgment to be executed by Notary on following page)

Name of Bidder _____

CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	}	
	}	ss
County of	}	
On _____ before me _____,		
a Notary Public, personally appeared _____		
		Name(s) of Signer(s)
<p>who proved to me on basis of satisfactory evidence to be the person(s) whose names(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.</p> <p>I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p> <p>WITNESS my hand and official seal.</p>		

Signature of Notary		Place Notary Seal Above

CONTRACTOR'S SAFETY OPERATIONS REQUIREMENTS

**PARTS A, B, C, AND D SHALL BE SUBMITTED TO THE
CITY (ATTN: CITY SAFETY DIRECTOR) WITHIN FIFTEEN
(15) CALENDAR DAYS OF NOTICE OF AWARD.**

PART A - Safety Programs

Please indicate below whether your firm has the following written safety programs. If any of the programs listed do not apply to your operations or this project, please make note of this in the “Comments” column. Include any information that you think would be helpful to us in making this assessment. Those programs that are indicated as mandatory must be available for review before commencing work on this project. Other safety programs may be requested if it is later determined that they are applicable to the Project, and as such, must be made available for review upon request.

Program		Reference Note	Do you have a written program?		Program meets Cal/OSHA Criteria		Sub will provide	Have project employees been trained?		Is the training documented?		Comments
			Yes	No	Yes	No		Yes	No	Yes	No	
Mandatory												
YES	Injury and Illness Prevention											
YES	Hazard Communication	1										
YES	Confined Space Operations	2										
YES	Respiratory Protection	3										
YES	Emergency Response	4										
YES	Hearing Conservation	5										
YES	Lockout/Tagout	6										
YES	New Employee Orientation											
YES	Excavation Safety											
YES	Code of Safe Practices	7										
YES	Personal Protective Equipment	8										
	Drugs/Alcohol											
	Traffic Control Safety											
YES	Fall Prevention Plan*	9										
YES	Hot Work Program	10										
YES	Crane Safety	11										
YES	Powered Industrial Truck	12										

*If conventional fall protection measures cannot be used.

Reference Notes

1. **Hazard Communication:** Contractor has a Hazard Communication/Employee Right-To-Know Program that meets the requirements of Title 8 of the California Code of Regulations (8 CCR), 5194 (29 CFR, Part 1910.1200). At a minimum the program includes a written Hazard Communication Program, the availability of an MSDS for each hazardous material used by employees (copies must be available on site for any materials used at the Plant), proper labeling of all hazardous substances, and training of all employees related to the regulation.
2. **Confined Space Operations:** Contractor has a Permit Required Confined Space entry program that meets or exceeds the requirements of 8 CCR, 5157 (29 CFR, Part 1910.146). This program includes a written Permit Required Confined Space Plan and training of affected staff including having qualified Rescue Team personnel and required equipment on the site during all confined space entries.
3. **Respiratory Protection:** Contractor has a Respiratory Protection Program that meets or exceeds the requirements of 8 CCR, Section 5144 (Title 29 of the Code of Federal Regulations (CFR), Part 1910.134). This program includes a written Respiratory Protection Plan, annual training of involved personnel, medical monitoring of personnel, annual fit testing for the type of mask that is expected to be worn, and an inspection/maintenance program for respiratory protection equipment.
4. **Emergency Response:** Contractor has a CPR/First Aid program which adheres to one or more of the following regulations, whichever is warranted: 8 CCR 3400, 8 CCR 1512 (29 CFR, Subpart K).
5. **Hearing Conservation:** Contractor has an appropriate Hearing Protection and/or Hearing Conservation Program meeting or exceeding the requirements of 8 CCR 5095 or 1521. At minimum, our employees receive appropriate hearing protection and training as required.
6. **Lockout/Tagout:** Contractor has a Lock Out/Tag Out program that meets or exceeds the requirements of 8 CCR, 3114 (29 CFR, Part 1910.147). The required elements of this program include training of affected and involved personnel, written procedures, and the issuance of individual locks and tags.
7. **Code of Safe Practices:** Contractor has an appropriate Code of Safe Practices (or Site Safety Plan) meeting or exceeding the requirements of 8 CCR, Sections 3203 and 1509.
8. **Personal Protective Equipment:** Contractor has qualified personnel and written guidelines for selecting the appropriate PPE: safety shoes compliant with Cal-OSHA/ANSI standards (ANSI Z41-1991), Hard hats meeting Cal-OSHA/ANSI standards Z89.1-1969, and eye protection meeting Cal-OSHA/ANSI Z87.1, 1989. Additionally, when required, respiratory protective equipment, chemical resistive gloves, boots and body covering that has been tested according to current revision of ASTM F 739 and is suitable for used in the following environment(s) and situations:
 - a. Strong Acidic/Alkaline/Corrosive
 - b. Odorous/Ammonia/Hydrogen Sulfide
 - c. Oxygen Depleted
 - d. Elevated Temperature/Thermal
 - e. Chlorine
 - f. SO₂/SO₃
 - g. Other _____
9. **Fall Prevention Plan:** Contractor has an Elevated Work Program that complies with the various aspects of 8 CCR Article 24. Compliance with these programs would include training, written procedures, and equipment inspection and maintenance whenever work exposes and employee to a fall of six (6) feet or more.
10. **Hot Work Program:** Contractor has a Hot Work program that ensures compliance with 8 CCR 6777 (29 CFR 1910.119(k)). Compliance with these programs will include training of the hazards, use of fire extinguishers and annual certification, and the use of a Hot Work Permitting system.
11. **Crane Safety:** Contractor has a Crane safety program meeting or exceeding the requirements found in 8 CCR, Group 13 of the General Industry Safety Orders (29 CFR, Part 1910, Subpart N).
12. **Powered Industrial Truck:** Contractor has a Powered Vehicle safety program meeting or exceeding the requirements of 8 CCR 3668 (29 CFR, Part 1910.178). Compliance with this program requires training and certification on a maximum 3-year interval.

PART B - Safety Equipment - Identify what safety equipment will be available and used for this project. The Contractor shall evaluate the job site safety requirements and provide additional equipment as necessary to protect their workers and all subcontractors while on the job site.

Type	Description/Comments
<input checked="" type="checkbox"/> Gas detectors	Mandatory Project Requirement
<input checked="" type="checkbox"/> Ventilation equipment	Mandatory Project Requirement
<input checked="" type="checkbox"/> Approved harnesses and lanyards	Mandatory Project Requirement
<input checked="" type="checkbox"/> Mechanical hoists	Mandatory Project Requirement
<input checked="" type="checkbox"/> Fire extinguishers	Mandatory Project Requirement
<input checked="" type="checkbox"/> First aid kits	Mandatory Project Requirement
<input checked="" type="checkbox"/> Respirators	Mandatory Project Requirement
<input checked="" type="checkbox"/> Hard hats	Mandatory City Requirement
<input checked="" type="checkbox"/> Hearing protectors	Mandatory Project Requirement
<input checked="" type="checkbox"/> Safety goggles	Mandatory City Requirement
<input checked="" type="checkbox"/> Steel toed footwear	Mandatory Project Requirement
<input checked="" type="checkbox"/> Hand protection	Mandatory Project Requirement
<input checked="" type="checkbox"/> Fall protection	Mandatory Project Requirement
<input type="checkbox"/> []	
<input type="checkbox"/> []	

PART C - Specialized Training and Certification - Identify the areas of specialized training or certification that will have been completed by employees who will be assigned to this project. Be prepared to provide documentation as requested.

<input checked="" type="checkbox"/>	CPR/first aid	<input checked="" type="checkbox"/>	Confined space operations and rescue	<input checked="" type="checkbox"/>	Scaffolding
<input checked="" type="checkbox"/>	Fork lift operation	<input checked="" type="checkbox"/>	Respirators <input type="checkbox"/> Air-Supplying <input type="checkbox"/> Air-Purifying	<input checked="" type="checkbox"/>	Flagging
<input checked="" type="checkbox"/>	Cranes/hoists operation	<input checked="" type="checkbox"/>	Trenching and shoring competent person	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Heavy equipment operation	<input checked="" type="checkbox"/>	Welding	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Powder-actuated tools use	<input type="checkbox"/>	Asbestos abatement	<input type="checkbox"/>	

PART D - Jobsite Safety Practices

1. Name of person who will have responsibility for jobsite safety?

2. Who will be responsible for conducting and documenting accident investigations? Does your company perform near-miss investigations? Please provide sample copy of investigation forms.

3. How often are jobsite safety audits or inspections performed, and by whom?

4. Does the person who is responsible for jobsite safety have authority to take immediate action to correct unsafe conditions of work practices?

5. How often are jobsite tailgate or toolbox safety meetings held?

6. Briefly describe how you will ensure that workers comply with our safety programs and Cal/OSHA requirements?

7. Please list any Cal/OSHA citations and penalties you have received in the last three years.

8. Have there been any on-the-job fatalities in the last five years? If yes, please explain.

9. Does your company have a safety incentive program? If yes, please explain.

PART E: Evaluation Worksheet

(FOR USE BY THE CITY ONLY)

Company Name _____

Contact Person _____

Item	Program is Mandatory	Contractor has Written Program	Contractor States Program meets Cal/OSHA Criteria	Comments
PART A: Safety Programs				
Injury and Illness Protection	Yes			
Hazard Communication	Yes			
Confined Space Operations	Yes			
Lockout /Tagout	Yes			
New Employee Orientation	Yes			
Personal Protective Equipment	Yes			
Excavation Safety	Yes			
Code of Safe Practices	Yes			
Fall Prevention Plan	Yes			
Hot Work Program	Yes			
Crane Safety	Yes			
Powered Industrial Truck	Yes			
Other Programs				
PART B: Safety Equipment				
PART C: Training and Certifications				
PART D: Jobsite Safety Practices				
Responsible Person Named				
Accident Investigations				
Worksite Safety Inspections				
Safety Meetings				
Compliance With Safety Requirements				
Cal/OSHA Citations/Penalties				

Fatalities				
Safety Incentives				

SECTION VIII
GENERAL SPECIFICATIONS

VIII. GENERAL SPECIFICATIONS

WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT (C030)

Bid Item 1 – Sump Pump and Water Cannon

Measurement:

“Sump Pump and Water Cannon” includes the installation of four (4) 6” check valves, installation of four (4) 6” flange coupling adapters, furnishing four (4) 6” blind flanges, installation of two (2) 3” check valves, installation of two (2) 3” flange coupling adapters, furnishing 2 (2) 3” blind flanges, relocation of four (4) water cannons, installation of eight (8) Tripac vertical pipe clamp floor mounted pipe support, installation of four (4) Tripac fabricated horizontal pipe clamp support, removal of four (4) sections of guardrail, installation of (4) sections of removable safety chain, four (4) concrete wall segments height reduction, and installation of forty seven (47) feet of 6” DIP pipe. Measurement for “Sump Pump and Water Cannon” shall be on a lump sum basis.

Payment:

Payment includes full compensation for furnishing all labor, materials, tools, equipment, testing and incidentals and for doing all the work involved. Payment for “Sump Pump and Water Cannon” shall be on a lump sum basis.

Record Drawings

Services, fittings, repairs, and all others installation shall be identified and marked in the construction drawings by the Contractor. The Contractor shall be responsible for marking the construction drawings in reference to two clearly visible landmarks. The Contractor shall submit to the City record drawings within 15 calendar days from the date of completion of the job.

Delays

A. Notice of Delays

When Contractor foresees a delay in the prosecution of the Work and, in any event, immediately upon the occurrence of a delay, Contractor shall notify the City in writing of the probability of the occurrence and the estimated extent of the delay, and its cause. Contractor shall take immediate steps to prevent, if possible the occurrence or continuance of the delay. Contractor agrees that no claim shall be made for delays which are not called to the attention of the City at the time of their occurrence.

B. Non-excusable Delays:

Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of Contractor or its subcontractors, at any tier level, or suppliers.

C. Excusable Delays:

Excusable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of Contractor and City and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of Contractor or its subcontractors, at any tier level, or suppliers.

- a. Abnormal Delays - Delays caused by acts of God (other than inclement weather), fire, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials shall be considered as excusable delays insofar as they prevent Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed Construction Schedule, and Contractor could not have avoided the consequence of the event or circumstance through exercise of reasonable care.
- b. Weather Delays - Should inclement weather conditions or the conditions resulting from weather prevent Contractor from proceeding with seventy-five (75) percent of the normal labor and equipment force engaged in the current critical activity item for a period of at least five (5) hours per day toward completion of such operation or operations, and the crew is dismissed as a result thereof, it shall be a weather delay day. An allowance of three (3) working days of weather caused delay have been included in the time allowed for completion.

Substantial Completion

Substantial completion of the Project requires that the following portions of the Work must be operational and ready for the City's continuous use as intended:

The following items of Work must be fully tested and functional for Project Substantial Completion to be attained:

1. All water cannons
2. All pumps and ball check valves

When Contractor considers that the Work is substantially complete, Contractor shall notify the City in writing. Upon receipt of the notification, the City and/or their authorized representatives will make inspection, to determine if the Work is sufficiently complete in accordance with the Contract Documents so City can occupy or utilize the Work for its intended use. If items are found which prevent such use or occupancy, the City shall notify Contractor in writing of such items by issuing a Corrective Work Item List.

Upon the completion of the items listed on the Corrective Work Item List, Contractor shall so notify the City in writing. The City shall inspect the Work to determine its acceptability for

Substantial Completion and for determination of other items which do not meet the terms of the Contract. Upon verification that the Work is substantially complete the City shall issue a Certificate of Substantial Completion and a Punch List. The Certificate shall establish the date of Substantial Completion and the responsibilities of City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, commencement of warranties required by the Contract Documents, and shall fix the time, not to exceed sixty (60) days, within which Contractor shall finish all items on the Punch List accompanying the Certificate. When the preceding provisions have been approved by both City and Contractor, they shall sign the Certificate to acknowledge their written acceptance of the responsibilities assigned to them in such Certificate. By such acknowledgement, Contractor agrees to pay City's actual costs including, but not limited to, charges for engineering, inspection and administration incurred due to the failure to complete the Punch List within the time period provided in the Certificate of Substantial Completion.

END OF SECTION

SECTION IX
TECHNICAL SPECIFICATION

SECTION 33 31 11

SANITARY SEWER FORCE MAIN PIPING SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Force Main piping within basin.
 - 2. Force Main piping exterior to the tank.
 - 3. Couplings.
 - 4. Valves.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions.

1.3 REFERENCE STANDARDS

- A. The American National Standards Institute (ANSI)
- B. The American Society for Testing and Materials (ASTM)
- C. American Water Works Association Inc. (AWWA)
- D. The American Society of Mechanical Engineers, Boiler and Pressure Vessel Code (ASME)
- E. Plumbing and Drainage Institute (PDI)
- F. Underwriters Laboratories Inc. (UL)
- G. Uniform Plumbing Code (UPC)

PART 2 - PRODUCTS

- A. Ductile Iron Pipe (in basin through valve pit)

Ductile Iron Discharge Piping and Fittings: AWWA C151, Class 50, flanged ductile iron, dry powder fusion bonded epoxy coated inside and outside installed per manufacturer's

- (a) In the event of discrepancy, immediately notify the Owner's Representative.
- (b) Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

b) HANDLING

- (1) The Contractor shall provide and use proper implements, tools and facilities for the safe and proper handling and protection of the pipe, all as recommended by the manufacturer. Pipe shall be handled in such a manner as to avoid damage to the pipe material or any coating and especially to the ends.
- (2) When damaged pipe cannot be repaired to the satisfaction of the Owner's Representative, it shall be removed from the job.
- (3) Pipe shall be stored in a safe location, protected from the elements where damage there from could result.
- (4) The pipe shall be carefully lowered in the trench to prevent damage. Under no circumstances shall pipe be dropped or dumped into trenches. Remove foreign matter and dirt from the inside of the pipe and keep it clean during and after laying.
- (5) The Contractor shall take care to keep from damaging the pipe by heavy loads and unnecessary compactive effort especially for shallow lifts. All damaged pipe shall be replaced. Normally, repairs will not be acceptable.

c) INSTALLATION

- (1) General: Install all pipes in strict accordance with plans, profiles, typical sections and with manufacturers' recommendations as approved by the Owner's Representative. All to comply with CAL OSHA confined spaces.

d) CUTTING PIPE

- (1) General: Cut pipe for inserting valves, fittings, closure pieces, and as otherwise required, in a neat and workmanlike manner without damaging the pipe or lining and so as to leave a smooth end at right angles to the axis of the pipe.
- (2) Ductile iron pipe: Cut pipe with milling-type cutter, rolling pipe cutter, abrasive saw cutter, or with sledge and cold cutter. Do not flame cut.
- (3) Dressing cut ends:
 - (a) Dress cut ends of pipe in accordance with the type of joint to be made.

- (b) Dress cut ends of mechanical joint pipe to remove sharp edges or projections which may damage the rubber gasket.
- (c) Dress cut ends of push-on joint pipe by beveling, as recommended by the coupling or adapter manufacturer.

e) APPURTENANCES

- (1) General: See plans for location of valves and appurtenances to be installed as a portion of the pipe. The Contractor should note that generally, valves that are clustered are flanged by hub with the entire cluster properly bolted together. Valves and other appurtenances having hub ends shall be connected to the pipe by means of rubber rings of the same type used to join the pipe.
- (2) Joining Mechanical Joint Pipe: Mechanical joint pipe varies slightly with different manufacturers. Install the particular pipe furnished in accordance with the manufacturer's recommendations as approved by the Owner's Representative.
- (3) Joining Push-on Joint Pipe: Join pipe with push-on type joints in accordance with the manufacturer's recommendations as approved by the Owner's Representative. Provide all special tools and devices, such as special jacks, chokers, and similar items required for the installation. Lubricant for the pipe gaskets shall be furnished by the pipe manufacturer, and no substitutes will be permitted.
- (4) Joining Flanged Joint Pipe: Prior to connecting flanged pipe, the faces of the flanges shall be thoroughly cleaned of all oil, grease, and foreign material. The rubber gaskets shall be checked for proper fit and thoroughly cleaned. Care shall be taken to assure proper seating of the flanged gasket. Bolts shall be tightened so that the pressure on the gasket is uniform. Torque-limiting wrenches shall be used to insure uniform bearing insofar as possible. If joints leak when the hydrostatic test is applied, the gaskets shall be removed and reset and bolts re-tightened.

f) TESTS

- (1) General: Upon completion of this portion of the work, and prior to its acceptance by the Owner, make all required tests and secure all required approvals from agencies having jurisdiction.
- (2) Hydrostatic testing:
 - (a) General: Conduct pressure and leakage tests on all pipelines. Furnish all necessary equipment and material and make all taps in the pipe as required. All pipe testing is to be hydrostatic.

Furnish the following equipment and materials for the tests:

<u>Amount</u>	<u>Description</u>
---------------	--------------------

2	Approved graduated containers
2	Approved pressure gauges
1	Hydraulic force pump with suitable hose and suction pipe as required

- (b) Pressure Pipe Procedure: After the pipe has been laid the Contractor shall test pressure pipe between each valve section or pipe run. The pipe shall be slowly filled with water so that air is removed and the pipe shall be tested hydrostatically at 150 percent of the working pressure (at the lowest point in the line) for a minimum of one hour. Reaction blocking pipe restraints and the like shall be installed prior to test.

All exposed pipe, fittings, valves and joints shall be examined during the test for seepage or other defects. Defects noted by this test shall be removed and replaced by the Contractor with sound material. Afterwards, the test shall be repeated to the satisfaction of the Owner's Representative.

In addition, a leakage test shall be conducted after the pressure test has been satisfactorily completed. The duration of each leakage test shall be two hours and during the test the main shall be subjected to a pressure of 100 psi. Leakage shall not exceed that as shown in Table 3 of AWWA Standard C600-64 or not in excess of 10 gallons per day per inch diameter per mile, whichever is less.

If any test discloses leakage greater than specified, the Contractor shall at his own expense locate and repair the defective joints until the leakage is within the specified allowance.

- (c) Requirements for Exposed Pipelines: All exposed pipelines shall have no visible leakage during the specified test period. Any exposed pipeline with leakage shall be repaired or replaced.

g) REPAIRS

- (1) Only new pipe free from defects shall be installed. Portions of broken pipe or short lengths may be used providing they are properly cut back and used as stubs, or short lengths required at structures for flexible joints.
- (2) Broken or leaking sections of pipe must be replaced. Repair clamps will not be approved.

h) FINAL CLEANING

- (1) A. Prior to final acceptance, all pipelines installed under this Section shall be flushed out and all accumulated construction debris and other foreign matter removed. Cleaning shall be done in a manner that will keep flushed debris from entering equipment and in a manner approved by the Owner's Representative.

END OF SECTION 31 31 11

SECTION X
PLANS

CITY OF PACIFICA

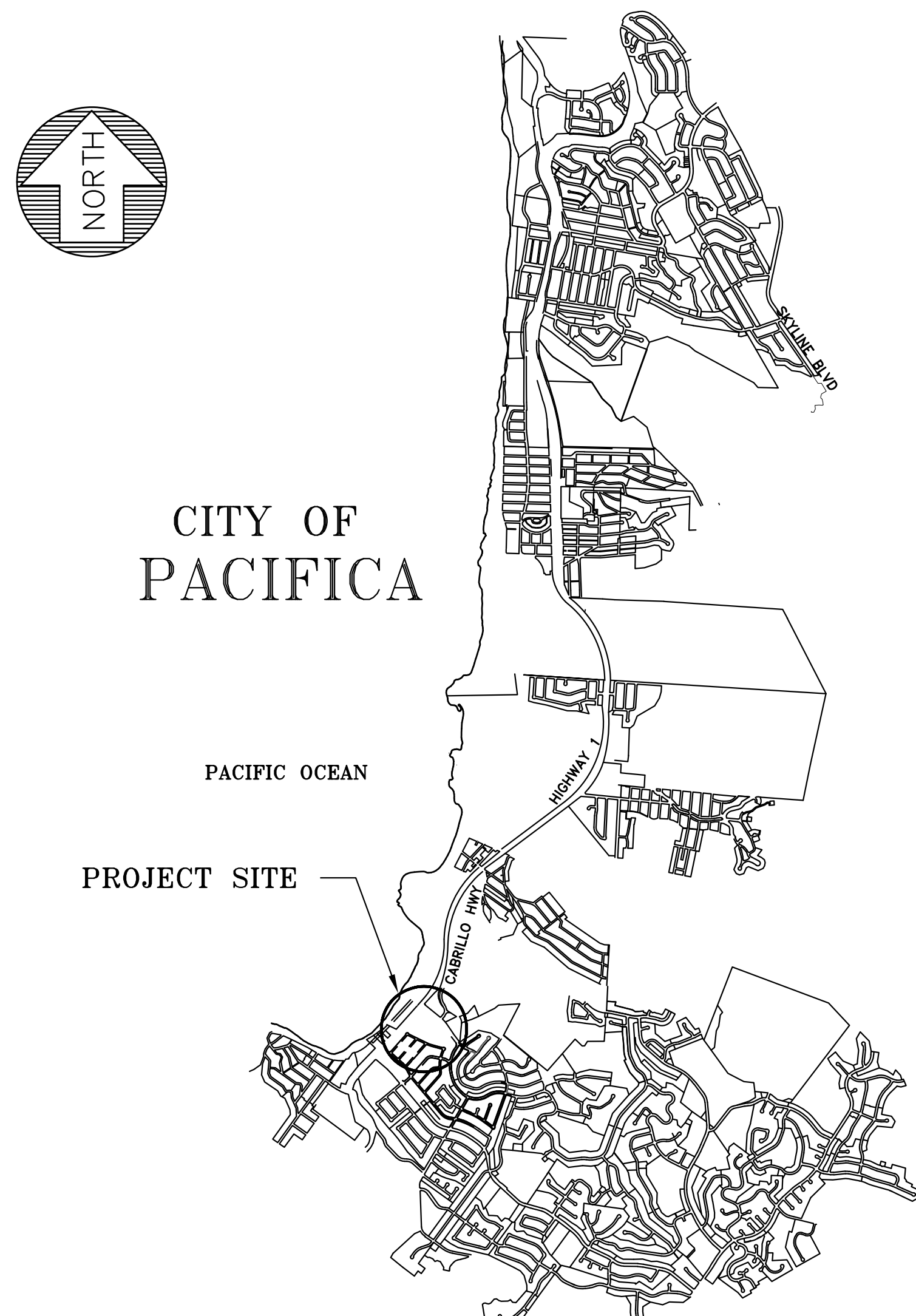
DEPARTMENT OF PUBLIC WORKS

WASTEWATER DIVISION

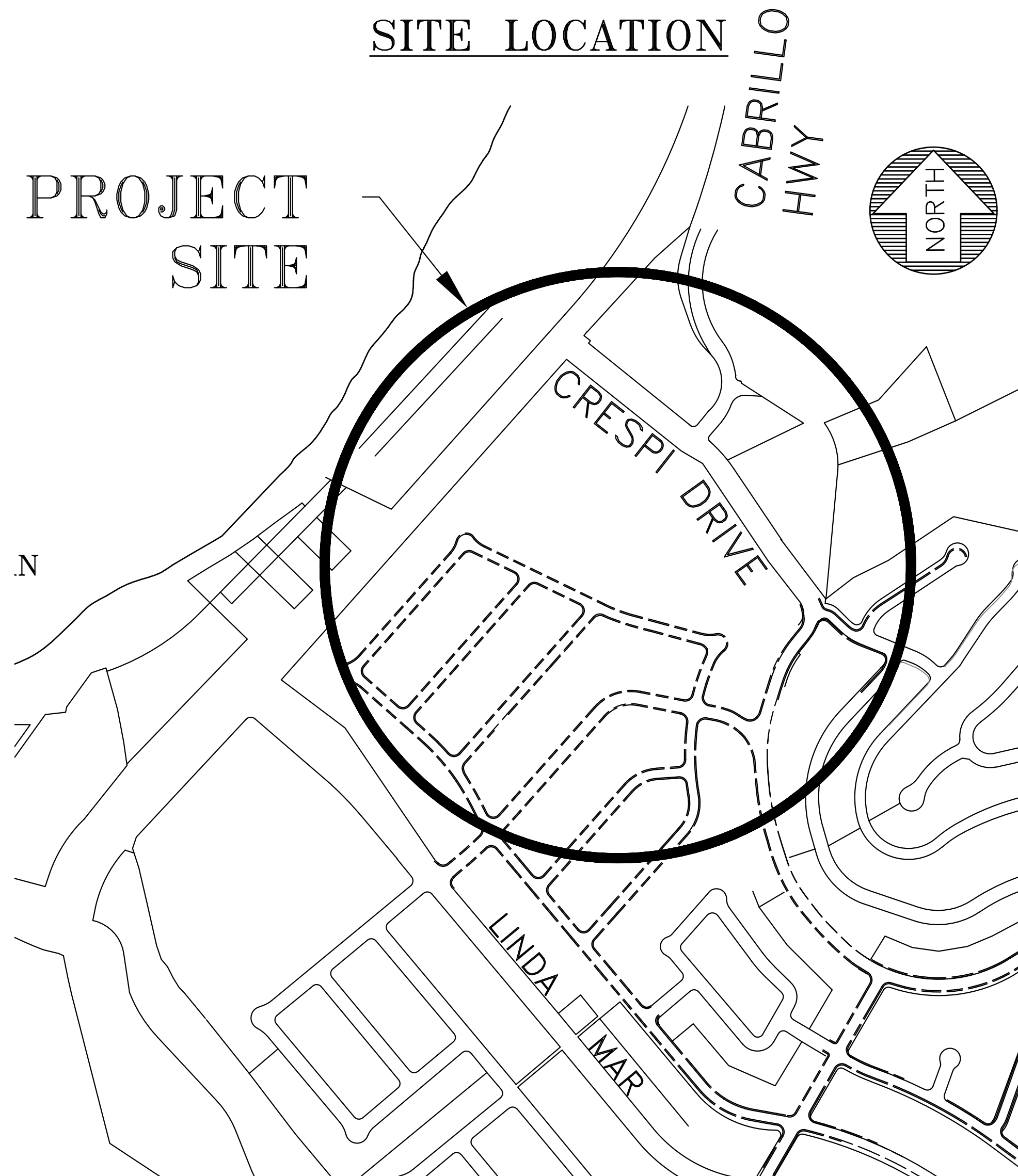
WET WEATHER EQUALIZATION BASIN WATER CANNON AND CHECK VALVES INSTALLATION PROJECT

100% CONSTRUCTION DOCUMENTS

LOCATION MAP

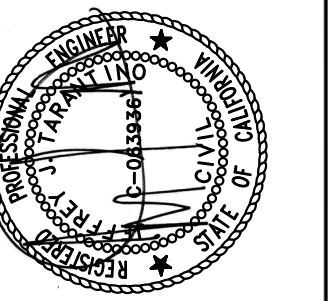
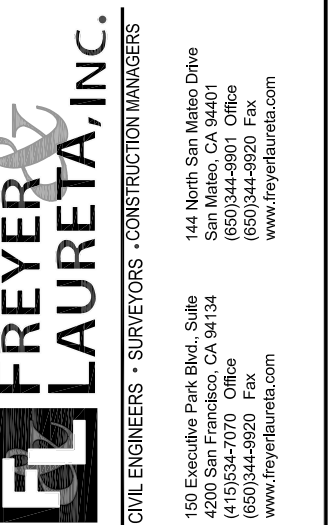


SITE LOCATION



INDEX OF DWGS

SHEET NO.	SHEET CONTENT
CIVIL	
C-01	TITLE SHEET
C-02	UTILITY PLAN – EQ BASIN CATWALK LEVEL
C-03	DETAILS SHEET



WET WEATHER EQUALIZATION BASIN
WATER CANNON AND CHECK VALVES
INSTALLATION PROJECT

TITLE SHEET

CITY OF PACIFICA, CALIFORNIA



(Signature)
LOUIS SUN, P.E.
DEPUTY DIRECTOR OF PUBLIC WORKS

100% CD-WATER CANNON AND CHECK VALVES INSTALLATION	DATE	BY	DESCRIPTION OF REVISIONS

DESIGNED: JLB
DRAWN: JLB
CHECKED: MQ
PROJ. ENGR: JJT

SHEET
C-01



GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.

ABBREVIATIONS

- ELEC ELECTRICAL
- EX EXISTING
- LF LINEAR FEET
- SD STORM DRAIN
- SS SANITARY SEWER
- SSMH SANITARY SEWER MANHOLE
- TYP TYPICAL
- W WATER

LEGEND

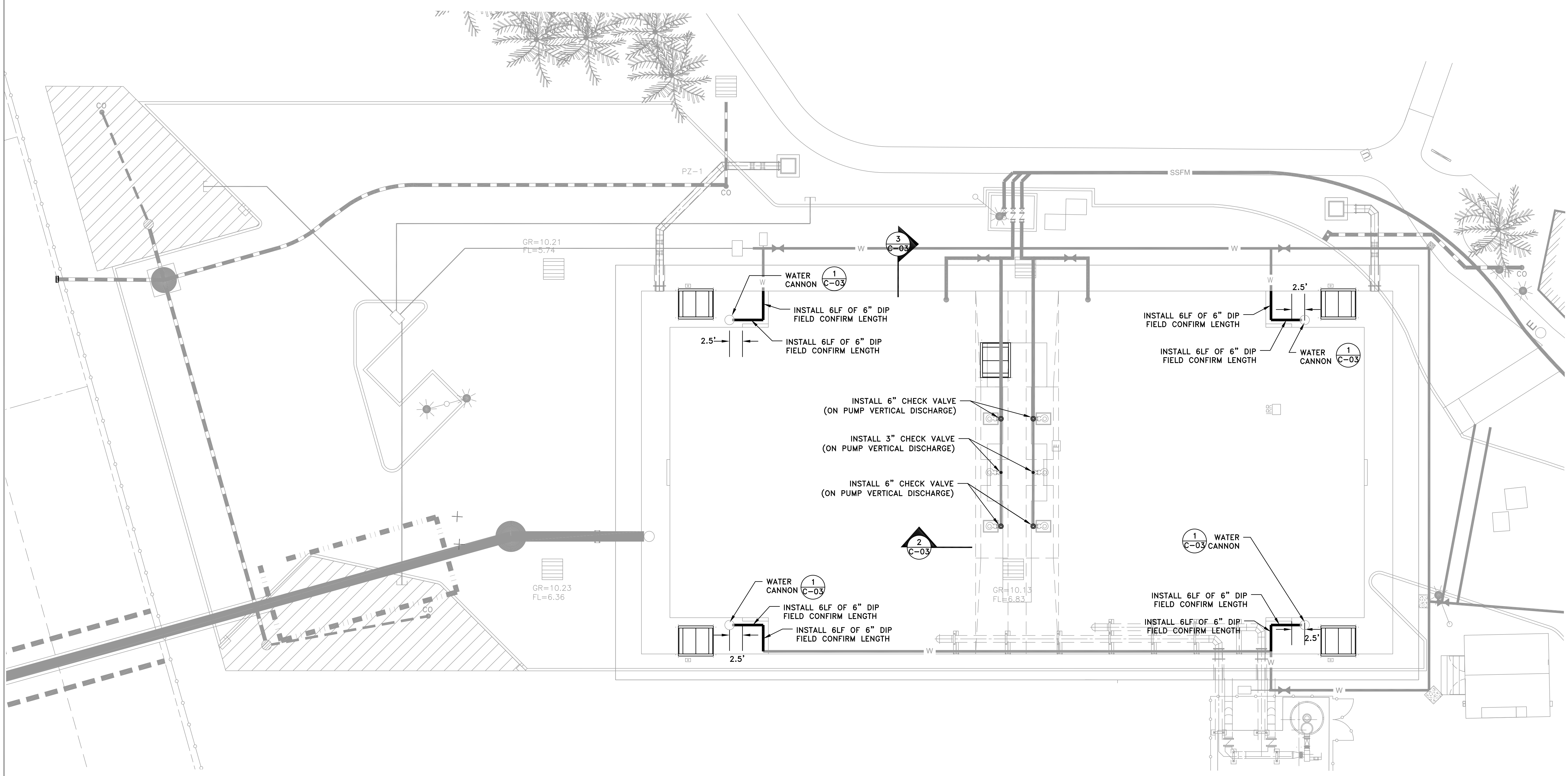
- DETAIL CALLOUT
- WATER CANNON

NOTES (NOTES APPLY TO BOTH SHEETS C-02 AND C-03)

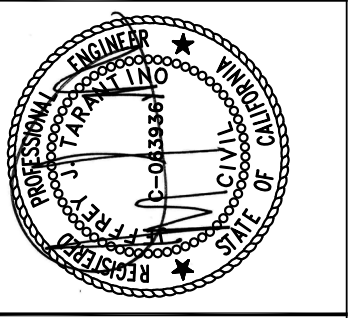
- ① 6 in. CHECK VALVE
- ② 6 in. FLANGE COUPLING ADAPTER
- ③ 3 in. FLANGE VALVE
- ④ 3 in. FLANGE COUPLING ADAPTER

GENERAL NOTES

- 1. ALL DIP SEWER PIPES, VALVES, COUPLINGS, AND APPURTENANCES IN TANK AND VALVE SHALL HAVE A DRY POWDER FUSION BONDED EPOXY COATING INSIDE AND OUTSIDE TO PREVENT CORROSION PER SPECIFICATION 33 31 11.



FREYRETA LAURETA, INC.
 CIVIL ENGINEERS - SURVEYORS - CONSTRUCTION MANAGERS
 144 North San Mateo Drive
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WET WEATHER EQUALIZATION BASIN
 WATER CANNON AND CHECK VALVES
 INSTALLATION PROJECT
 UTILITY PLAN
 EQ BASIN CATWALK LEVEL
 CITY OF PACIFICA, CALIFORNIA

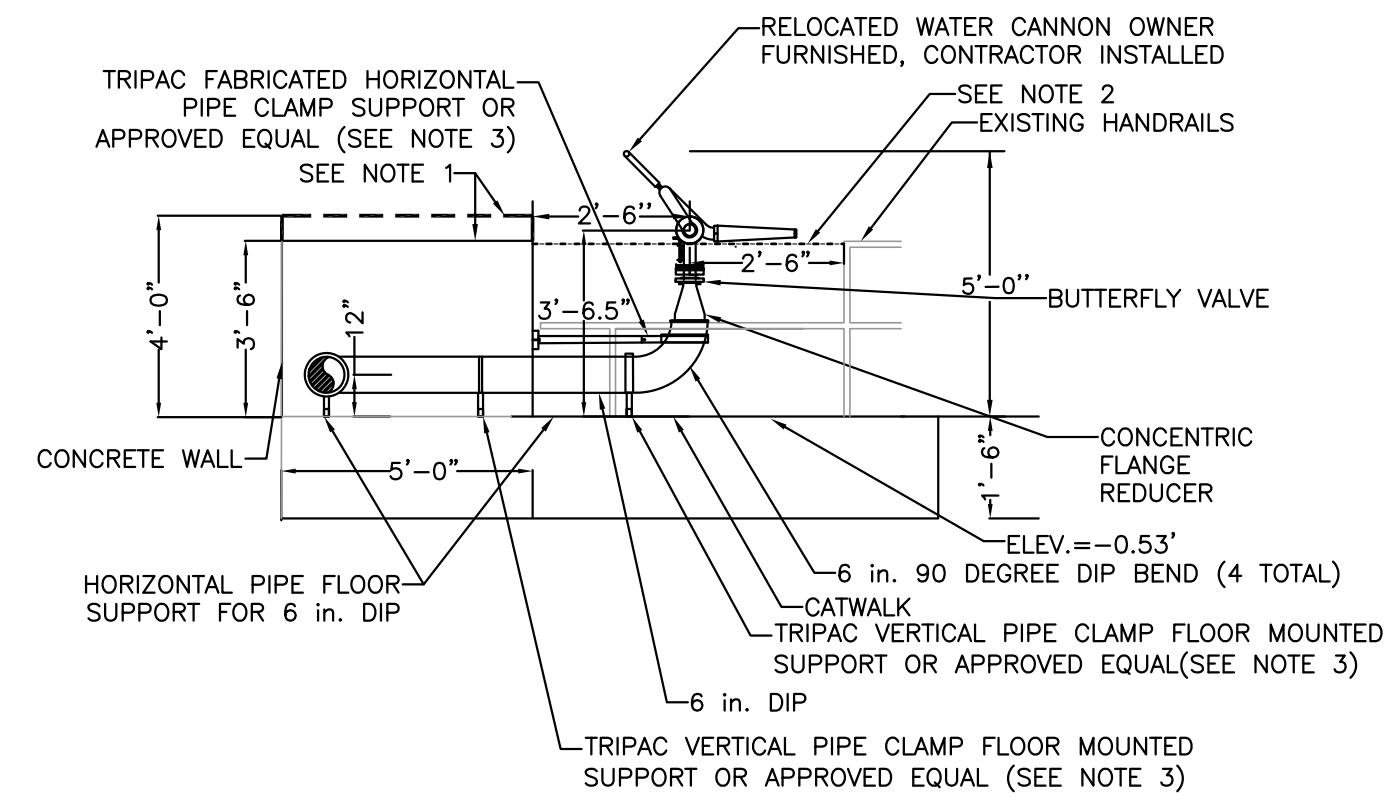


[Signature]
 LOUIS SUN, P.E.
 DEPUTY DIRECTOR OF PUBLIC WORKS

100% CD-WATER CANNON AND CHECK VALVES INSTALLATION	DATE	BY	DESCRIPTION OF REVISIONS

DESIGNED: JLB
 DRAWN: JLB
 CHECKED: MQ
 PROJ. ENGR: JJT

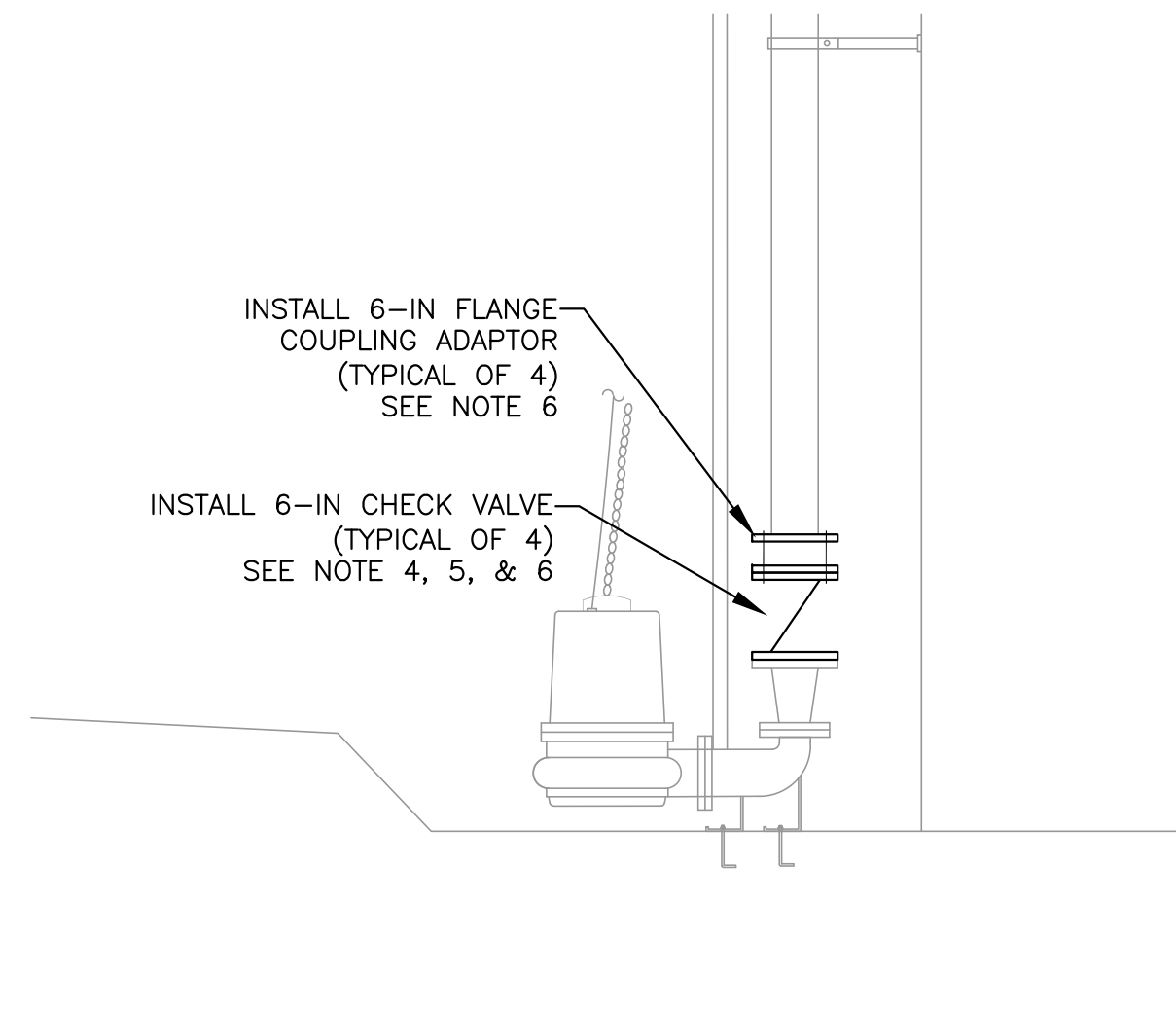
SHEET
C-02



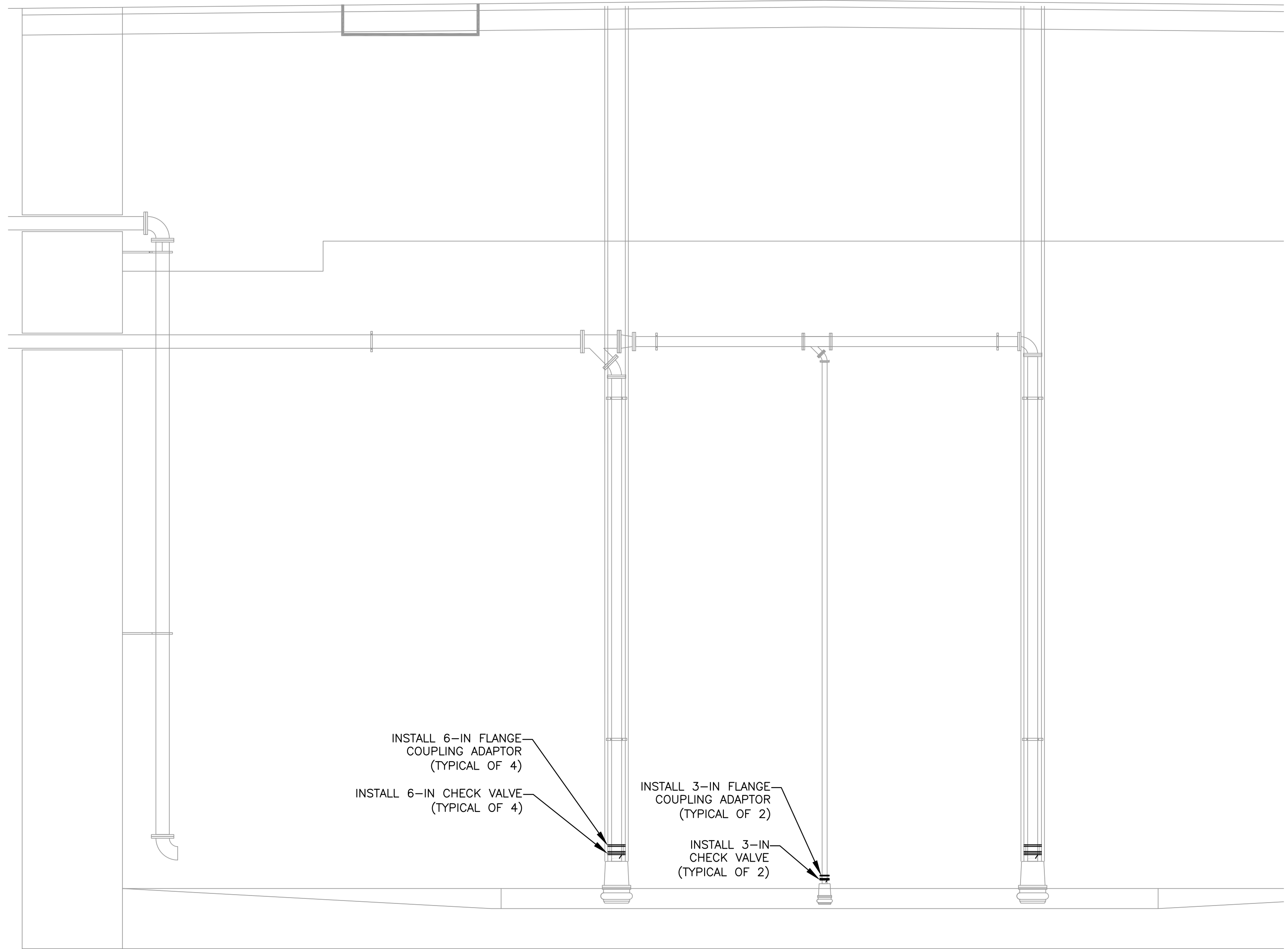
1
C-02
TYPICAL WATER CANNON PROFILE DETAIL
NOT TO SCALE

NOTES:

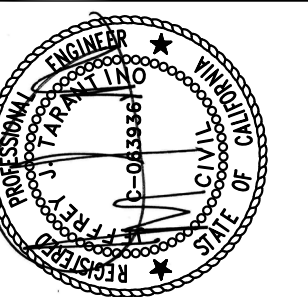
1. EXISTING CONCRETE WALL HEIGHT SHALL BE ADJUSTED AS SHOWN TO ACCOMMODATE WATER CANNON HEIGHT. OVER CUT AND SCARIFY SURFACE TO COVER EXPOSED REBAR WITH AT LEAST 3" OF CONCRETE COVER.
2. REMOVE EXISTING GUARDRAIL AND INSTALL REMOVABLE SAFETY CHAIN.
3. PIPE SUPPORT CALCULATION, FABRICATION, DESIGN, AND DEFERRED SUBMITTALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SUPPORTS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:
 - A. PIPE SUPPORTS SHALL BE DESIGNED TO HANDLE HORIZONTAL AND VERTICAL THRUST OF THE 6-INCH WATER PIPE WITH 130 PSI WATER PRESSURE INCLUDING SEISMIC ACTIVITY.
 - B. ENTIRE PIPE SUPPORTS SHALL BE MADE OF STEEL AND CORROSION PROTECTION BY POWDER COATED BLACK INCLUDING PIPE SADDLE, RISER/STAND, AND BASE.
 - C. ALL NUTS, BOLTS AND ANCHOR BOLTS SHALL BE STAINLESS STEEL.
 - D. ANCHOR BOLT TYPE AND INSTALLATION INCLUDING DEPTH INTO CONCRETE SHALL BE INCLUDED IN DEFERRED SUBMITTAL.
 - E. PIPE SUPPORTS, TRIPAC OR APPROVED EQUAL.
 - F. ALL WELDING DONE PER AWS SPECIFICATIONS.
4. NEW CHECK VALVES SHALL BE BALL STYLE CHECK VALVES SUITABLE FOR VERTICAL, SUBMERGED SERVICE BY GA INDUSTRIES, FIGURE 240-D, BUNA-N RUBBER SINKING BALL, INTERNAL AND EXTERNAL 2-PART EPOXY, 316 STAINLESS STEEL COVER BOLTS.
5. PROVIDE LOOSE SIX BLIND FLANGES TO MATCH CHECK VALVE SIZES BEING INSTALLED TO ALLOW CITY TO REMOVE A PUMP AND/OR CHECK VALVE TO SERVICE. PROVIDE FLANGES IN ACCORDANCE WITH GENERAL NOTE 1 ON C-02.
6. FIELD CUT EXISTING DUCTILE IRON VERTICAL DISCHARGE PIPING SECTIONS TO ACCOMMODATE INSTALLATION OF NEW CHECK VALVES AND FCAs FOR ALL PUMPS. FIELD TOUCH UP CUT PIPE WITH PRODUCT THAT IS CONSISTENT WITH FACTORY POWDER COATING (SCOTCHKOTE 206N FUSION-BONDED EPOXY COATING). CONTRACTOR SHALL SUBMIT PROPOSED FIELD TOUCH UP PRODUCT CERTIFYING COMPATIBILITY WITH FACTORY POWDER COATING ALONG WITH TOUCH UP PRODUCT PROCEDURES.



2
C-02
SECTION
SCALE: 1"=2'



3
C-02
SECTION
SCALE: 1"=4'



**WET WEATHER EQUALIZATION BASIN
WATER CANNON AND CHECK VALVES
INSTALLATION PROJECT**
DETAIL SHEET
CITY OF PACIFICA, CALIFORNIA



[Signature]
LOUIS SUN, P.E.
DEPUTY DIRECTOR OF PUBLIC WORKS

100% CD-WATER CANNON AND CHECK VALVES INSTALLATION	DATE	BY	DESCRIPTION OF REVISIONS

DESIGNED: JLB
DRAWN: JLB
CHECKED: MQ
PROJ. ENGR: JTT

SHEET
C-03