



SPECIFICATIONS
FOR

City of Marina GENERAL BUILDING IMPROVEMENTS ON CALL CONTRACT 2023

Approved for solicitation by:

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Public Works Director/City Engineer

Prepared by:

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Wallace Group



VIRTUAL and IN-PERSON BID OPENING:

Tuesday, October 24, 2023, at 2:00 PM

City Engineer's Office
Public Works Department
209 Cypress Avenue
Marina, California 93933

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PART A - LEGAL AND PROCEDURAL DOCUMENTS

A1 NOTICE TO BIDDERS

Notice is hereby given that sealed proposals will be received by the City Engineer of the City of Marina, located at 209 CYPRESS AVENUE, MARINA, CALIFORNIA, until 2:00 P.M. on Tuesday, October 24, 2023, for furnishing all labor, equipment, materials, and other items necessary to execute the

City of Marina General Building Improvements On-Call Contract 2023

This is an on-call work order contract, which shall be used to provide the City with a readily available workforce for repairs to existing facilities, emergency repairs and new construction, as the City deems appropriate. The Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the project in accordance with the Contract Documents.

In general, the work consists of, but is not limited to repair, replacement and construction of any structure, shelter, enclosure and miscellaneous associated work at such times and locations as required.

The contract with a successful bidder will be for a term of one (1) year with a not to exceed annual funding limit of \$1,000,000. The agreement will include an option for an additional one (1) year extension with a not to exceed annual funding limit of \$1,000,000. The total term of this agreement will not exceed two (2) years. The amount of work to be requested during the one year or optional additional year contract period cannot be well defined at the outset. No onsite inspection is required prior to bidding. Work shall be issued through Work Orders and may require site inspection prior submission of work order proposal. All issued Work Orders will become an Exhibit to the Agreement. Attachment A is a sample copy of the Work Order.

This contract is for Contractor to perform "on-call" services or tasks and as such it is a standby Agreement to assign work to the Contractor from time-to-time as needed and as appropriate. There is no minimum compensation for this engagement or for any work assigned pursuant to this On-Call Contract and no guarantee that any work will be assigned to Contractor during its term.

At the time of the bid opening, the successful Bidder must be legally entitled to perform contracts requiring a Class B General Building Contractor's license. Any Bidder or contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

The bid proposal, which includes completed form A3 through A8, and copies of signed addenda acknowledgement, if any, must be submitted with the bid Envelope and priority mail packages must be clearly marked on the outside as follows: "BID OPENING – Tuesday, October 24, 2023 at 2:00 pm.

Bidding documents are on file and public may download from the City website, <https://www.cityofmarina.org/bids.aspx>. In order to receive addenda or other bidding documents, bidder must register as a document (plan) holder on EbidBoard, <https://www.ebidboard.com/public/projects/index.asp?mbrguid=CF4D2931-AD66-4F34-96CC-64E09CE3907E>, at no cost. Potential bidders, subcontractors and suppliers are responsible for reviewing the complete bidding documents, including all addenda, prior to submitting their bid. Hard copies can be obtained by calling (831) 884-1212, for a non-refundable sum of \$50.00 for each set of Plans and Specifications. An additional postage charge of \$10.00 for mailing. For more



information, please email Michaelle Mowery, mmowery@cityofmarina.org or Elvie Camacho, <mailto:elviec@wallacegroup.us>.

Potential bidders, subcontractors and suppliers are responsible for reviewing the complete bidding documents, including all addenda, prior to submitting their bid.

Bid proposals will be opened and read by the City Engineer or designee via live video feed. Bidders may join the virtual bid opening through an online video conferencing application. Virtual bid opening credentials will be sent out through an addendum.

Proposals will be read aloud at the time of the opening of bids and bids become public records.

Bid results and inquiries may be obtained from the City of Marina at (831) 884-1212 or email Michaelle Mowery, mmowery@cityofmarina.org. Responses to all inquiries shall be sent out through **email** or if necessary, bids will be available for inspection by appointment only.

All electricians performing work under this contract, as defined as making electrical connections at or above 100 volt-amperes, shall be certified pursuant to Section 3099 et seq. of the California Labor Code. Contractor shall submit proof of certification, or proof that the requirements of Section 3099.4 (a) of the California Labor Code have been met, prior to electricians commencing work under this contract.

This Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, pursuant to Labor Code section 1771.4. Under California Labor Code section 1771. 1, as amended by SB 854, a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for a public work unless the contractor and its subcontractors are registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code. The Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771. 1.

The contractor shall submit a list of all subcontractors' tier that will be working on the project before commencing work. It shall be the responsibility of the Contractor to monitor whether all tier subcontractors are in compliance with the requirements of the California Department of Industrial Relations Labor described above. Penalties to the City imposed by the California Department of Industrial Relations due to contractor and subcontractors on their lapsed DIR registrations shall be borne by the Contractor and deducted from the contract payment.

Attention of bidders is called to the fact that effective January 1, 1977, the Director of the State Department of Industrial Relations is required to determine the general prevailing rate of minimum wages to be paid to the various craftsmen and laborers required to construct said improvements. The City Council is cognizant of the **prevailing rate of per diem rates** and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workman needed to execute this contract and has made this information a part of the Specifications and Contract for said work by reference thereto.

The City Council reserves the right to reject any or all bids and to determine which proposal is, in its judgement, the most responsive bid of a responsible bidder and which proposal should be accepted in the best interest of the City. The City Council also reserves the right to waive any informality in any proposal or bid.

Proposals received after the time announced for the opening will not be considered. No bidder may withdraw his bid after the time announced for the opening, or before the award and execution of the contract, unless the award is delayed for a period exceeding ninety (90) days. No telegraphic proposals will be accepted.

Contract award will be made to the lowest responsive and responsible bidder based on Grand Total Bid (Base Bid Schedule 1 plus Base Bid Schedule 2).



Dated: September 20, 2023
Publish Date: September 28, 2023



Brian McMinn, P.E./P.L.S.
Public Works Director/City Engineer



A2 INFORMATION FOR BIDDERS

2.1 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 as to the actual conditions of and at the site of work. If, during the course of this examination, a bidder finds facts or conditions which appear confusing, request for information may be submitted to the Engineering Division for additional information and explanation before submitting the bid. However, no such supplemental information so requested or furnished shall vary the terms of the Specifications or the Contractor's sole responsibility to satisfy him/herself as to the conditions of the work to be performed. No changes to these bidding documents shall be made unless included in an official Addendum issued only by the City, or designee.

The submission of a proposal by the bidder shall constitute the acknowledgment that, if awarded the contract, the bidder has relied and is relying on his/her own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and in his own knowledge of existing conditions on and in the vicinity of the site of work to be constructed under the contract, and not on any representation or warranty of the City Council. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above items.

2.2 Examination of Contract Documents

The contract documents shall consist of the following:

1. Proposal;
2. Proposal Guaranty Bond;
3. Contract Agreement;
4. Performance Bond; **(only if bid amount exceeds \$25,000)**
5. Bond for Labor and Material; **(only if bid amount exceeds \$25,000)**
6. Proposal Supplement Including an Experience Statement and List of Proposed Subcontractors;
7. Project Plans and Specifications;
8. California Building Code and associated codes- recent edition adopted by the City
9. Standard Plans and Specifications, Caltrans – 2018 Edition; and
10. Certificate of Insurance.

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, General Provisions, Specifications, Drawings and Addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the City Council may rely that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him from any obligation with respect to his 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.

2.3 Interpretation of Contract Documents

No oral representations or interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing and delivered to the Engineering Division at least six (6) working days before the time announced for opening the proposals. Interpretations by the Engineering Division will be 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. In special cases, there may be a pre-bid meeting explaining the bid and the project.

2.4 Proposal (Form A3)

Proposals shall be made on the blank forms prepared by the City and included herein. All proposals shall give prices proposed, both in writing and in figures, and shall be signed by the bidder or his authorized representatives with his address. If the proposal is made by an individual, his name, signature, and post office address must be shown; if 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 made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation.

Each proposal shall be submitted with all other required documents described herein and shall be enclosed in a sealed envelope and labeled as specified. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind, may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

2.5 Addenda

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

2.6 Bid Price

On all bid items for which bids are to be received on a unit price basis, the unit price for all items bid shall be shown as well as the extended price (unit price multiplied by the number of units shown on the proposal form) for each bid item bid. In the case of any discrepancy between the extended prices for any bid item bid, the unit price multiplied by the number of units shall prevail. In the event of any discrepancy between the total contract amount and the sum of the extended prices of all items, the sum of the extended prices of all items shall prevail.

2.7 Taxes

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

2.8 Qualification of Bidders (Form A4)

Each bidder shall be licensed, skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his experience shall be submitted by each bidder on the form provided herewith. In addition, a statement setting forth the experience, knowledge, and ability of the personnel available for employment in responsible charge of the work shall be submitted by each bidder on the form provided herewith.

It is the intention of the City Council to award a contract to a bidder who furnished satisfactory evidence that he has the requisite experience and ability and that he has sufficient capital, facilities, and plants to enable him to prosecute the work successfully and properly, and to complete it within the time named in the contract.



To determine the degree of responsibility to be credited to the bidder, the City will consider any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.

2.9 List of Subcontractors (Form A5)

Each proposal shall have listed on the form provided herewith the name and address of each subcontractor to whom the bidder proposed to sublet portions of the work in excess of one-half of one percent of the total amount of his proposal. For the purpose of this paragraph, a subcontractor is defined as one who contracts with a contractor to furnish materials and labor or labor only for the performance of work at the site of the work.

2.10 Proposal Guaranty (Form A6)

The proposal shall be accompanied by a proposal guaranty bond duly completed on the form provided herewith by a guaranty company authorized to carry on business in the State of California for payment to the City in the sum of at least ten percent (10%) of the total amount of the proposal, or alternatively by a certified or cashier's check, payable to the City in the sum of at least ten percent (10%) of the total amount of the proposal. The total amount of proposal shall be Base Bid Schedule 1 plus Base Bid Schedule 2. The amount payable to the City under the proposal guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be paid to the City as liquidated damages in case of failure or neglect of the bidder to furnish, execute and deliver to the City the required performance bond, labor and materials bond, 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 and the agreement is ready for execution.

2.11 Modification or Withdrawal of Proposal

Modification or withdrawal of a proposal already received will be considered prior to the time announced for the opening of proposals. All withdrawal requests or modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal.

2.12 Opening of Proposals

Proposals will be opened and read publicly at the time and place indicated in the Advertisement. Bidders or their authorized agents are invited to be present.

2.13 Postponement of Opening

The City reserves the right to postpone the date and time for opening of proposals at any time prior to the date and time announced in the Advertisement.

2.14 Disqualification of Bidder

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

2.15 Rejection of Proposals

The City reserves the right to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which bids are required; any proposal in which unit prices are unbalanced in the opinion of the City; any proposals accompanied by insufficient or irregular bid security; and any proposals from bidders who have previously failed to perform properly or to complete on time, contracts of any nature.



2.16 Award of Contract

Within forty-five (45) days after the time of opening proposals, the City will act either to accept a proposal or to reject all proposals. The acceptance of a proposal will be evidenced by a notice of Award of Contract in writing, delivered in person or by certified mail to the bidder whose proposal is accepted. No other act of the City shall constitute City acceptance of a proposal. The Award of Contract shall obligate the bidder whose proposal is accepted to furnish a performance bond, labor and materials bond and evidence of insurance and execute the agreement set forth in the contract documents. The City reserves the right to waive any bid irregularities.

2.17 Return of Proposal Guaranties

Within forty-five (45) days after the contract is awarded, the City will return the proposal guaranties accompanying the proposals, which are not to be considered in making the award. All other proposal guaranties will be held until the contract has been fully executed after which they will be returned to the respective bidders whose proposals they accompany.

2.18 Execution of Contract

The contract agreement shall be executed by the successful bidder and returned, together with the contract bonds and evidence of insurance, within 10 days after the award of the contract. After execution by the City, one copy shall be returned to the Contractor.



BID DOCUMENTS TO BE SUBMITTED (A3-A8)

A3 PROPOSAL FORM

To the City Council
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Name of Bidder _____

Business Address _____

Place of Residence _____

The undersigned as Bidder declares that he has carefully examined the location of the proposed work, the contract documents, and the Specifications therein referred to, and he proposes and agrees if this proposal is accepted that he will contract with the City Council to provide all necessary machinery, tool, apparatus, and other means of construction and do all the work specified in the contract in the manner and time therein set forth required for the construction of the project designed as:

City of Marina General Building Improvements On Call Contract 2023

as said work is shown in the specifications. Construction shall be in strict conformity with the Specifications prepared therefore and which are referenced in the Notice to Bidders (Section A1) contained herein. By this reference, said Specifications are hereby made part thereof, as though stated in full.

The Bidder proposes and agrees to contract with the City to perform all the above work, including subsidiary obligations as defined in said specifications including Addenda Nos. _____, _____, _____, for the following price:

City of Marina General Building Improvements On Call Contract and associated work for sum of:

Grand Total (Base Bid Schedule 1 plus Base Bid Schedule 2):

_____ Dollars (Words)

\$ _____ (Figures)



BID SCHEDULE

BASE BID SCHEDULE 1

Base Bid Schedule 1 is to establish the hourly rates for different construction trades that will be used for this contract.

Item No.	Description	Approx. Quantity	Unit	Hourly Rate	Amount
1	Project Manager	1	Hr		
2	Superintendent	1	Hr		
3	Foreman	1	Hr		
4	Carpenter	1	Hr		
5	Carpenter, Sound and Thermal Insulation	1	Hr		
6	Millwright	1	Hr		
7	Laborer	1	Hr		
8	Cement Mason / Concrete Finisher	1	Hr		
9	Acoustic Ceiling Tile Installer	1	Hr		
10	Drywall Installer / Lather	1	Hr		
11	Drywall Stocker / Scraper	1	Hr		
12	Drywall Finisher / Taper	1	Hr		
13	Plasterer	1	Hr		
14	Plasterer Tender	1	Hr		
15	Painter	1	Hr		
16	Bricklayer, Blocklayer	1	Hr		
17	Mason Tender, Brick	1	Hr		
18	Tile Layer	1	Hr		



19	Tile Finisher	1	Hr		
20	Soft Floor Layer, Carpet and Linoleum	1	Hr		
21	Roofer	1	Hr		
22	Glazier	1	Hr		
23	Electrician, Cable Splicer	1	Hr		
24	Electrician, Inside Wireman	1	Hr		
25	Electrician, Sound and Communications Installer	1	Hr		
26	Electrician, Sound and Communications Technician	1	Hr		
27	Ironworker, Reinforcing and Structural	1	Hr		
28	Plumber, Pipe Fitter and Refrigeration Fitter (HVAC)	1	Hr		
29	Plumber, Fire Sprinkler Fitter	1	Hr		
30	Sheet Metal Worker	1	Hr		
31	Cost Estimator	1	Hr		
32	Lead Removal Worker	1	Hr		
33	Lead Removal Supervisor	1	Hr		
34	Asbestos Removal Worker	1	Hr		
35	Asbestos Removal Specialist	1	Hr		
<u>TOTAL BASE BID SCHEDULE 1 (ITEMS 1 THROUGH 35) (In Words)</u> 					<u>(In Figures)</u> \$



BASE BID SCHEDULE 2

In order to determine a low bidder for this construction contract, the contractor's markup percentage costs for items in Base Bid Schedule 2 shall be multiplied by the sample Total Cost shown below. Contractor is to insert the standard markup for the items listed as a percentage and extend the dollar amount in the bid schedule.

Item No.	Description	Total Cost (Comparison Basis Only)	Percentage of Cost	Amount
36	General Conditions	\$50,000		
37	Sub-Contractor Markup	\$50,000		
38	Materials Markup	\$50,000		
39	Equipment Markup	\$50,000		
40	Contractor's Fee Markup	\$100,000		
41	Bonds Payment	\$100,000		
<u>TOTAL BASE BID SCHEDULE 2 (ITEMS 36 THROUGH 41) (In Words)</u>				(In Figures)
				\$
<u>GRAND TOTAL (ITEMS 1 THROUGH 41) (In Words)</u>				(In Figures)
				\$

BID ITEM DESCRIPTIONS

This section covers details of individual items of the Bid Schedule to ensure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

Items 1-35: Various Construction Trade Classifications

The hourly rate shall include the labor cost, labor cost surcharge, and labor markup and miscellaneous equipment necessary execute the work for the trade. For cost estimator, item 31, this item shall include cost estimating as requested by the City for other projects that are not part of potential Work Orders and for general cost estimating assistance, such as researching costs of alternative materials and equipment. Cost estimating for potential Work Orders shall be included in the Contractor's Fee Markup item and no



additional compensation shall be made. The value in the "Amount" column of the Bid Schedule shall be the product of the Estimated No. of Hours times the Hourly Rate.

36. General Conditions

This percentage cost item shall include, but is not limited to, Mobilization/ Demobilization, Standard Traffic Control, Storm Water/Environmental Pollution Prevention Compliance, as required by these Specifications, submittals and related work, clean up, acquiring and complying with permits, maintenance of staging areas, temporary site utilities, temporary sanitation facilities, Construction and Demolition Debris Waste Management Plan Compliance, Environmental Protection Plan, if required, for Managing Construction and Demolition Debris Compliance and similar items. The value in the "Amount" column of the Bid Schedule shall be the Percentage of Cost Markup multiplied by the Total Cost. For basis of comparison \$50,000.00 shall be used for total cost. Total Cost is defined as the construction cost without the percentage markup described in Base Bid Schedule 2.

37. Sub-Contractor Markup

This percentage of cost shall include the prime contractor's markup for sub-contractor's cost for completion of each project Work Order. The value in the "Amount" column of the Bid Schedule shall be the Percentage of Cost Markup multiplied by the Total Cost of Sub-contracted Work. For basis of comparison \$50,000.00 shall be used as total cost of sub-contracted work. This cost shall not be included in the Contractor's Fee Mark up.

38. Materials Markup

This percentage of cost shall include the markup for materials purchased by the contractor for each project Work Order. Contractor shall provide invoices for all materials purchased and used in the course of the project Work Order. The Engineer reserves the right to furnish any or all the materials it deems necessary to complete the work. The contractor shall have no claims for costs and markup on materials furnished by the City. The value in the "Amount" column of the Bid Schedule shall be the Percentage of Cost Markup multiplied by the Total Cost of Material. For basis of comparison \$50,000.00 shall be used as total cost of material.

39. Equipment Markup

This percentage of cost shall include the markup for equipment rates, owned or rented by the contractor for the execution of each project Work Order. Contractor's owned equipment rates shall be based on Caltrans Equipment Rates.

Contractor shall provide invoices of equipment rentals used in the execution of each project Work Order. The City reserves the right to furnish any or all the equipment deemed necessary to complete the work. The contractor shall have no claims for costs and markup on equipment furnished by the City. The value in the "Amount" column of the Bid Schedule shall be the Percentage of Cost markup multiplied by the Total Cost of equipment rates. For basis of comparison \$50,000.00 shall be used as total cost of equipment rates.

40. Contractor's Fee Markup

This percentage of cost shall include the contractor's overhead, profit, and insurance as a percentage of the total construction cost performed by the prime contractor of each Work Order. Mark up for



subcontracted work shall be per Bid item 37 and not included in this line item. The value in the "Amount" column of the Bid Schedule shall be the Percentage of Cost Markup multiplied by the Total Cost. For basis of comparison \$100,000.00 shall be used as total cost.

41. Bonds Payment

This percentage of cost shall include bonds (Labor and Payment bonds) as a percentage of the total construction cost of each Work Order. The value in the "Amount" column of the Bid Schedule shall be the Percentage of Cost Markup multiplied by the Total Cost. For basis of comparison \$100,000.00 shall be used as total cost.

ANCILLARY ITEMS

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefor.

BID CLARIFICATION

The City reserves the right to reject all Bids and to waive any and all irregularities and informalities in Bids not involving price, time or changes in the Work. The City reserves the right to reject any nonconforming, nonresponsive, incomplete, unbalanced, or conditional Bids.

The amount of work to be requested during the one year or optional additional twelve-month contract period cannot be well defined at the outset. Work shall be issued through Work Orders. No minimum annual dollar value of work is guaranteed by the City. This contract does not give the Contractor exclusive rights to perform all work done by the City; certain projects will be sent for bid proposal throughout the term of the contract which may include this type of work.

In the event of discrepancy between the unit price and the line-item cost set forth for a unit price item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between bid amounts stated in words and in figures will be resolved in favor of the amount stated in words. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

If the contract is to be awarded, it will be awarded to responsible Bidder that submits the lowest responsive bid.

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

In case of a discrepancy between words and figures, the words shall prevail.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to furnish bonds as provided in said Specifications with sureties satisfactory to the Council within ten (10) working



days after award of the contract, and the payment of such security accompanying this proposal shall operate and the same shall be the property of the City.

Enclosed find certified check, cashier's check or bidder's bond in the amount of _____ Dollars (\$_____) which is not less than ten percent (10%) of the grand total bid, payable to the City and which is given as a guarantee that the undersigned will enter into the contract if awarded the work.

The undersigned hereby certifies that this bid is genuine, and not a sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

It is agreed that this bid may not be withdrawn for a period of forty-five (45) days from the opening thereof. The terms and conditions of the final contract when executed shall control and supersede anything herein to the contrary or inconsistent with such contract.

The undersigned hereby certifies that I (we) have read and will comply with the affirmative action required hereof.

The names of all persons interested in the foregoing proposal as principals are as follows:

Licensed in accordance with an act providing for the regulations of contractors,

License No. _____, Expiration Date _____,

License Classification _____.

DIR Registration No. _____, Expiration Date _____,

[Signature page follows]



Signatures:

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above.

Business Address:

Place of Business:

Telephone Number: () -

Dated:



A4 EXPERIENCE STATEMENT

The following outline is a record of the Bidder's recent experience in construction of a type similar in magnitude and character to that contemplated under this contract:

PROJECT OWNER, LOCATION & PHONE	PROJECT	CONTRACT AMOUNT

BANK REFERENCES

Bank Name, Address & Phone	Type Account	Account Number



A5 DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4113 of the Public Contracts Code of the State of California, and any amendments thereof, the undersigned bidder has set forth below the name, license number/public works contractor registration number (i.e. DIR #), and the location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work to be performed under the Contract Documents to which the attached proposal is responsible, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (0.50 %) of the undersigned's total aggregate bid.

DIVISION OF WORK	SUBCONTRACTOR	DIR# and EXPIRATION DATE	ADDRESS

By _____
Bidder's Signature



A6 PROPOSAL GUARANTEE BOND

(To Accompany Bid)

KNOW ALL MEN BY THESE PRESENTS:

THAT we _____ as Principal, hereinafter called the Principal, and _____, a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called the Surety, are jointly and severally held and firmly bound unto the City of Marina, whose address is 211 Hillcrest Avenue, Marina, California, hereinafter called the Obligee, each in the penal sum of ten percent (10%) of the total amount of the bid proposal of the Principal for the work, this sum not to exceed _____ Dollars of lawful money of the United States of America for the payment whereof unto the Obligee, the Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, THE Principal is herewith submitting this offer for the fulfillment to the Obligee for:

City of Marina General Building Improvements On Call Contract 2023

NOW, THEREFORE, the condition of this obligation is such if the Principal is awarded the contract, and if the Principal within the time specified in the proposal for such contract enters into, executes and delivers to the Obligee an agreement in the form provided herein and incorporated by this reference, complete with evidences of insurance, and if the Principal within the time specified in the proposal gives to the Obligee the performance bond for faithful performance of the contract and the labor and materials bond for the prompt payment of labor and materials on the forms provided herein, then this obligation shall be void; otherwise, the obligation to remain in full force and effect and Principal and Surety will pay unto the Obligee the difference in money between the total amount of the proposal of the Principal and the amount for which Obligee legally contracts with another party to fulfill the contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the total sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety and the Obligee and their respective heirs, administrators, successors and assigns.

[Signature page follows]



Signed this _____ day of _____, 20____.

Principal: _____

(
(
(Corporate
Seal)
()
()
()

By: _____

Title: _____ (

Legal Address: _____

Attest: _____
(Corporate Secretary)

Surety: _____

(
(
(Corporate
Seal)
()
()
()

By: _____

Title: _____ (

Legal Address: _____

Attest: _____
(Corporate Secretary)

[All signatures must be notarized]



**A7 NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY EACH AWARDEE OF A
PRINCIPAL CONTRACT**

_____,
being duly sworn, deposes and says that he/she is:

Sole owner, Partner, President, Secretary, etc., of

the party making the foregoing bid, that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a raise 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 said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract, or anyone interested in the proposed contract; that all statements contained in such bids are true; and further, that said bidder has not directly or indirectly submitted his 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 in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual, except to such person or persons as have a partnership or other financial interest with said bidder in his general business; that the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering the bid from any subcontractor or materialman, which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository.

Signed _____

By _____

Title _____

Subscribed and sworn to before me this
_____ day of _____, 20__ .

Notary Public in and for the County of

State of California



A8 LOCAL HIRING REQUIREMENT

LOCAL HIRING REQUIREMENT

Pursuant to Chapter 13.02 of the City of Marina Municipal Code, unless such provision would conflict with a state or federal law or regulation applicable to a particular contract for public works or improvement, all City contracts for public works or improvement subject to competitive bidding requirements shall contain provisions pursuant to which the contractor promises to make a good faith effort, to include but not limited to requesting the assistance of local labor union hiring halls or other community resources designated by the city, to hire qualified individuals who are residents of the Monterey Bay area in sufficient numbers so that no less than eighty percent (80%) of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is composed of Monterey Bay area residents. Monterey Bay area includes Monterey County, Santa Cruz County and San Benito County.

The contractor shall keep an accurate record on a standardized form showing the name, place of residence, type classification, hours employed, proof of journey person or apprenticeship status, per diem wages and benefits of each person employed by the contractor, and the contractor's subcontractors, on the specific public works project, including full-time, part-time, permanent and temporary employees and make such records available to the city, upon request, within five working days.

The contractor shall keep, and provide to the city, on forms acceptable to the city, an accurate record documenting compliance with this chapter. Such records shall include: a listing by name and business address of all local recruitment sources contacted by the contractor, the date of the local recruitment contact, and the identity of the person contacted, the trade and classification and number of hire referrals requested, the number of local hires made as a result of the contact, the identity and business address of the person(s) hired pursuant to the contact.

The good-faith local hiring provisions of this chapter shall bind the contractor both with respect to persons hired directly by the contractor and to all persons hired by the contractor's subcontractors. The contractor shall be responsible for assuring that all subcontractors document such compliance by submitting the forms required.

The contractor shall include the following language and a copy of this chapter as may be amended from time-to-time in all contracts with contractor's subcontractors:

"This contract is for labor or materials for a City of Marina public works project. As a subcontractor on a City project, you are required to comply with all of the requirements of the Marina local hiring preference ordinance, Marina Municipal Code, Chapter 13.02, attached hereto and incorporated herein by reference. Failure to comply with the provisions of the local hiring preference ordinance may subject the contractor and/or subcontractor to criminal prosecution and shall subject the contractor and/or subcontractor to disqualification from eligibility for City of Marina contracts."

Every Bidder must complete and sign under penalty of perjury a Certification of Good-Faith effort to Hire Monterey Bay Area Residents, on the form provided, and submit said Certification with the sealed bid no later than the date and time of the bid opening. Bidder shall attach to the Certification documentary evidence supporting Bidder's promise to meet, or to make a good-faith effort to meet, the local hiring goal.



Bidders are responsible for familiarizing themselves with the City on Marina Local Hiring for Public Works, contents thereof before signing the certifications required below.

The local hiring requirement shall not apply under the following circumstances:

- a) Whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or
- b) Whenever the City, in accordance with the requirements of the Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or
- c) Whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project. Example: Slurry and Micro surfacing work



CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS

(Prime Contractor – To be Submitted with Bid)

I, _____, a licensed contractor, or responsible managing officer, of the company known as _____, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in the Marina Municipal Code chapter 13.02 "Local Hiring For Public Works". Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place of residence, type classification, hours employed, proof of journey person or apprenticeship status, per diem wages and benefits of each person employed by the contractor, and the contractor's subcontractors, on the specific public works project, including full-time, part-time, permanent and temporary employees and make such records available to the city, upon request, within five working days. I shall keep, and provide to the city, on forms acceptable to the city, an accurate record documenting compliance with this chapter. Such records shall include: a listing by name and business address of all local recruitment sources contacted by the contractor, the date of the local recruitment contact, and the identity of the person contacted, the trade and classification and number of hire referrals requested, the number of local hires made as a result of the contact, the identity and business address of the person(s) hired pursuant to the contact. I understand that I am responsible for ensuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

_____ Signature

_____ Printed Name and Title

_____ Date



CITY OF MARINA

(Subcontractor – To be Completed by Subcontractor After Bid is Awarded)

I, _____, a licensed contractor, or responsible managing officer,
of the company known as _____, do
hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the
requirements set forth in the Marina Municipal Code chapter 13.02 "Local Hiring For Public Works".
Further, I certify that during the performance of the contract, I shall keep an accurate record on a
standardized form showing the name, place of residence, type classification, hours employed, proof of
journey person or apprenticeship status, per diem wages and benefits of each person employed by the
contractor, and the contractor's subcontractors, on the specific public works project, including full-time,
part-time, permanent and temporary employees and make such records available to the city, upon
request, within five working days. I understand that I am responsible for ensuring that any subcontractor
working under my direction, complies with this ordinance, including submitting a Certification of Good
Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

_____ Signature

_____ Printed Name and Title

_____ Date



CITY OF MARINA

STATEMENT OF GOOD FAITH EFFORT FOR LOCAL HIRE

(Prime Contractor – To be Submitted after Award of Contract and prior to issuance of Notice To Proceed)

In conformance with Subsection 13.02.020 B. of the Marina Municipal Code, each Contractor shall complete and submit this Statement of Good Faith Effort for Local Hire to the City following Award of the Contract and prior to issuance of the Notice to Proceed.

Project Title: _____ For Pay Period Ending: _____

Contractor _____ Lic. # _____

Address: _____ City: _____ State _____ Zip _____

Name & Address of Local Recruitment Source	Date of Recruitment	Person Contacted & Phone#	Trade & Classification	# Hire Referrals Requested	# of Local Hire(s) Made as Result of Contract	Name & Address of Local Hire(s) as a Result of Contact

(add additional sheets as necessary)

I, (name/ title) _____, declare under penalty of perjury that the information provided in this form and submitted herewith is true and correct to the best of my knowledge and that I, as an authorized agent of the Contractor referenced above, have authority to submit this information on the Contractor's behalf.

Name: _____Date: _____

Print Name: _____



CITY OF MARINA

LOCAL HIRING RESIDENCY COMPLIANCE MONITORING FORM

(Prime Contractor and Sub Contractors– To be Submitted upon request within five working days)

In conformance with Subsection 13.02.020 A. of the Marina Municipal Code, each Contractor shall complete and submit this Statement of Local Hiring Residency Compliance to the City upon request, within five working days.

Project Title: _____ For Pay Period Ending: _____

Contractor: _____Lic# _____

Address: _____ City: _____ State _____ Zip _____

Name & Address of Local Hire	Date of Hire	Trade & Classification	Estimated Work Hours on Job	# of Hours Worked on the Job	Last Day Worked	Per Diem Wages & Benefits	Journeyman or Apprentice

(add additional sheets as necessary)

I, (name/ title) _____, declare under penalty of perjury that the information provided in this form and submitted herewith is true and correct to the best of my knowledge and that I, as an authorized agent of the Contractor referenced above, have authority to submit this information on the Contractor's behalf.

Name: _____Date: _____

Print Name: _____



A9 FORM OF CONTRACT

FOR

City of Marina General Building Improvements On Call Contract 2023

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between The City of Marina, a municipal corporation of the State of California, hereinafter called "City of Marina" or "City" and _____ "hereinafter called Contractor,"

WITNESSETH:

FIRST: Contractor hereby covenants and agrees to furnish and provide all labor, materials, tools, appliances, equipment, plant and transportation, and all other things required or necessary to be furnished, provided or done, and build, erect, construct and complete the work at the time and in the manner provided, and in strict accordance with the plans and specifications therefore, for the **City of Marina General Building Improvements On Call Contract 2023** at the City of Marina, CA.

SECOND: It is expressly understood and agreed that this contract consists of the following documents, all of which are incorporated into this agreement and made a part hereof as fully and completely as if set forth herein verbatim, to wit:

- a. Signed and executed Bid and Proposal of Contractor, as accepted by City;
- b. Proposal Guaranty Bond;
- c. Performance and Payment Bond;
- d. Plans and Specifications for the project;
- e. Insurance;
- f. California Building Code and associated codes, latest edition adopted by the City;
- g. Standard Plans and Standard Specifications, Caltrans 2018 Edition;
- h. Technical Specifications, issued for each work orders;
- i. And this Agreement.

THIRD: That said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work embraced and contemplated in this Agreement and as set forth in the Proposal adopted by the City of Marina, a true copy thereof hereto attached, also, for all loss or damage arising out of the nature of said work, or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until the acceptance thereof by the City of Marina and for all risk connected with the work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the said Plans and Specifications and the provisions of this Agreement, and the requirements of the Engineer under them, to wit:

The unit prices and percentages as set forth in the Proposal of said Contractor for the work to be constructed and completed under this Agreement. Work Orders are prepared and issued using the unit prices and percentages as set forth in the Proposal of said Contractor. This agreement is for a **not to exceed annual contract limit of one million dollars (\$1,000,000.00) and an option for an additional one (1) year extension with a not to exceed annual contract limit of one million dollars (\$1,000,000.00). The total term of this agreement will not exceed two (2) years. The amount of work to be requested during the one year or optional additional year contract period cannot be**



well defined at the outset. Work shall be issued through Work Orders. All issued Work Orders will become an Exhibit to this Agreement.

This Contract is for Contractor to perform “on-call” services or tasks and as such it is a standby agreement to assign work to the Contractor from time-to-time as needed and as appropriate. There is no minimum compensation for this engagement or for any work assigned pursuant to this On-Call Contract and no guarantee that any work will be assigned to Contractor during its term.

The undersigned Contractor further agrees to so plan the work and to prosecute it with such diligence that said work, and all of it, shall be completed on or before the expiration of the time specified in the Special Provisions after execution of the contract on behalf of the City of Marina and the receipt from the City of Marina of a notice to proceed with the work.

FOURTH: The City of Marina hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Specifications; and the said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

FIFTH: No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause the annulment of this contract, so far as the City of Marina is concerned. All rights of action, however, for any breach of this contract are reserved to City.

SIXTH: Contractor shall keep harmless and indemnify the City of Marina, its officers and employees and agents, from all loss, damage, cost or expense that arises or is set up for infringement of patent rights of anyone for use by the City of Marina, its officers, employees or agents, of articles supplied by the Contractor under this contract, of which he is not entitled to use or sell. Contractor agrees to, at his own cost and expense, defend in court the City, its officers, agents and employees, in any action which may be commenced or maintained against them or any of them, on account of any claimed infringement of patent rights, arising out of this agreement.

SEVENTH: The Contractor agrees to immediately repair and replace all defective material and workmanship discovered within one year after acceptance of final payment by Contractor and to indemnify said City of Marina against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Provided, however, that if such failure of the Contractor to perform should not, by reasonable diligence, be discoverable or discovered within said one year, then the obligation of the Contractor to repair and replace said defective material or workmanship shall continue until one year after the actual discovery thereof.

EIGHTH: The Contractor agrees at all times during the progress of the work to carry with insurance carriers approved by the City of Marina full coverage workmen's compensation and public liability insurance in the form and to the extent called for in Section 1.04 of Part C-Special Provisions. Edition. Such insurance policy shall contain an endorsement that the same shall not be canceled nor the amount of coverage be reduced until at least 30 days after receipt by the City of Marina by certified or registered mail of a written notice of such cancellation or reduction in coverage.

NINTH: Contractor agrees to comply with all applicable federal, state and municipal laws and regulations, including but not limited to California Labor Code Division 2, Part 7, Chapter 1.



TENTH:

- a. The City is subject to laws relating to public agencies which are part of this contract as though fully set forth herein.
- b. Contractor shall comply with City of Marina Municipal Code Chapter 13.02 Local Hiring for Public Works.
- c. Contractor shall comply with laws relating to the work.

ELEVENTH:

- a. To the full extent permitted by law, Contractor shall indemnify, defend (with independent counsel reasonably acceptable to the City) and hold harmless City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorney's fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively "Liabilities), where same arise out of the performance of this Agreement by Contractor, its officers, employees, agents and sub-contractors, excepting only to the extent same result from the sole negligence, active negligence or willful misconduct of City, its employees, officials, or agents.
- b. All obligations under this section are to be paid by Contractor as incurred by City. The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.
- c. If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend any Indemnified Party at Contractor's expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended.
- d. This obligation to indemnify and defend City, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this Section.



TWELFTH:

ATTORNEY'S FEES. In the event of any controversy, claim or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CONTRACTOR

CITY OF MARINA

By: _____

By: Layne P. Long, City Manager

Print Name: _____

Date: _____

Address: _____

Date: _____

APPROVED AS TO FROM:

By: _____

Heidi A. Quinn,
Interim City Attorney

By: _____

Date: _____

Date: _____

ATTESTED:

By: _____

Anita Shepherd-Sharp
Deputy City Clerk

Date: _____

Resolution No. 2023-_____



A10 PAYMENT BOND
(LABOR AND MATERIAL BOND)

The contractor shall submit \$100,000.00 payment bond to execute the contract and shall be retained to cover emergency work order issued under this On Call contract. Contractor shall submit a payment bond in the amount of 100% of the amount of each non-emergency Work Order issued under this On Call contract.

Bond No.: _____
Premium: _____

WHEREAS, The City of Marina ("CITY") has awarded to _____ designated as "PRINCIPAL" (also referred to herein as CONTRACTOR) herein, a contract for the work described as the CITY OF MARINA GENERAL BUILDING IMPROVEMENT ON CALL CONTRACT ; and

WHEREAS, on or about _____, 20____, the PRINCIPAL entered into a Contract with the CITY for the construction of the work of improvement, which Contract and all Contract Documents set forth therein are incorporated herein and made a part hereof by this reference; and

WHEREAS, By the terms of the Contract, as well as California Civil Code Section 9550, the PRINCIPAL is required to furnish a bond guaranteeing payment of claims.

NOW, THEREFORE, PRINCIPAL and _____ ("SURETY"), a duly admitted surety insurer in the State of California as defined by California Code of Civil Procedure section 995.120, are held and firmly bound to the CITY for payment of the penal sum of _____ Dollars (\$ _____) (the "Bonded Sum") in lawful money of the United States, for the payment of which sum PRINCIPAL and SURETY jointly and severally bind themselves and their heirs, executors, administrators, successors, and assigns.

CONTRACTOR, its Subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the WORK contracted to be done under the Contract, or (b) for any work or labor thereon of any kind contracted to be done under the Contract, or (c) for amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in each case, as required by the provisions of Sections 9550- 9566 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, corporations or other entities so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, corporation or entity renting or hiring implements or machinery or power for or contributing to said Work to be done, or any person who performs work or labor upon the same, or any person, company, corporation or entity who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay in full the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.



PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

The following terms and conditions shall apply with respect to this Bond:

1. In case suit is brought upon this Bond the said SURETY will pay reasonable attorney's fees and costs incurred by the CITY to be fixed by the Court in addition to the Bonded Sum;
2. No alternation, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, alteration, or addition to the terms of the contract, or to the specifications accompanying the same, shall in any way affect the obligations of SURETY under this Bond, SURETY hereby waives notice of any alteration, modification, supplement or extension of time.
3. No settlement between the CITY and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. Correspondence or claims relating to this Bond should be sent to the SURETY at the following address:



IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed to be an original hereof, have been duly executed by PRINCIPAL and SURETY on the date set forth before the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body. PRINCIPAL and SURETY has caused this Bond to be duly executed and delivered this _____ day of _____ 20____.

Date: _____, 20_____.

PRINCIPAL: _____
Name: _____
Title: _____
Legal Address: _____

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(Seal
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Attest: _____
(Corporate Secretary)

Date: _____, 20_____.

SURETY: _____
Name: _____
Title: _____
Legal Address: _____

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Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal



APPROVED AS TO SURETY AND PRINCIPAL AMOUNT:

City Engineer

APPROVED AS TO FROM:

City Attorney

Note this Bond must be executed in triplicate and dated, all signatures on behalf of PRINCIPAL and SURETY must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

[All signatures must be notarized]



A11 PERFORMANCE BOND

Contractor shall submit \$100,000.00 performance bond to execute the contract and shall be retained for an emergency work order issued under this On Call contract. Contractor shall submit a performance bond in the amount of 100% of each non-emergency Work Order issued under this On Call contract.

Bond No.: _____

Premium: _____

WHEREAS, THE City of Marina ("CITY") has awarded to _____, designated as the "PRINCIPAL" herein, a contract hereto annexed for the work described as follows: _____; and

WHEREAS, on or about _____, 20____, the PRINCIPAL entered into a Contract with the CITY for the construction of the work or improvement, which Contract and all Contract Documents set forth therein are incorporated herein and made a part hereof by this reference; and

WHEREAS, the PRINCIPAL is required to furnish a bond guaranteeing the faithful performance of its obligations under the Contract Documents concurrently with delivery to the City of the executed Contract.

NOW, THEREFORE, PRINCIPAL and _____ ("SURETY"), a duly admitted surety insurer in the State of California as defined by California Code of Civil Procedure section 995.120, are held and firmly bound to the CITY for payment of the penal sum of _____ Dollars (\$) (the "Bonded Sum") in lawful money of the United States, for the payment of which sum PRINCIPAL and SURETY jointly and severally bind themselves and their heirs, executors, administrators, successors and assigns.

THE CONDITON OF THIS OBLIGATION IS SUCH THAT IF PRINCIPAL shall promptly and faithfully perform all of its obligations under the Contract Documents, including any and all amendments and supplements thereto, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and materials, other than materials to be furnished by the CITY, necessary to perform and complete, and to perform and complete in a good workmanlike manner in strict conformation with the terms and set forth in the Contract annexed hereto, and to guarantee acceptable performance of the work for a period of one year following the acceptance of the project; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The following terms and conditions shall apply with respect to this Bond:

1. This bond specifically guarantees the performance of each of every obligation of the PRINCIPAL under the Contract Documents, as they may be amended and supplemented, including but not limit to its liability for liquidated damages and warranties as specified in the Contract Documents, up to but not exceeding the Bonded Sum.
2. The guarantees contained herein shall survive the final completion of the construction called for in the Contract Documents with respect to those obligations of PRINCIPAL which survive such final completion.
3. No alteration, modification, or supplement to the Contract Documents or the nature of the Work performed thereunder, including without limitation any extension of time for performance shall in any way affect the obligations of SURETY under this Bond. Surety hereby waives any notice of alterations, modification, supplement, or extension of time.



4. Whenever the PRINCIPAL shall be, and is declared by CITY to be, in default under the Contract Documents, provided that CITY is not then in material default thereunder, SURETY shall promptly: (a) remedy such default; (b) complete the Project in accordance with the terms and conditions of the Contract Documents then in effect; or (c) select a contractor(s) to complete all work for which a Notice to Proceed has been issued in accordance with the terms and conditions of the Contract Documents then in effect, use a procurement methodology approved by the CITY, arrange for a contract between such contractor(s) and CITY, and make available as work progresses sufficient funds to pay the cost of completion including other costs and damages for which the SURETY is liable hereunder, up to but not exceeding the Bonded Sum.
5. Correspondence or claims relating to the Bond shall be sent to the SURETY at the following address:

6. No right of action shall accrue on this Bond to or for the use of any entity other than CITY or its successors and assigns.
7. In the event any suit, action, or proceeding is instituted to recover on this Bond, said SURETY will pay, and does hereby agree to pay, CITY's reasonable attorney's fees and costs incurred, with or without suit, in addition to the Bonded Sum.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed to be an original hereof, have been duly executed by PRINCIPAL and SURETY on the date set forth before the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body. PRINCIPAL and SURETY has caused this Bond to be duly executed and delivered this _____ day of _____ 20____.

[Signature page follows.]



Date: _____, 20____.

PRINCIPAL: _____

Name: _____

Title: _____

Legal Address: _____

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Attest: _____
(Corporate Secretary)

Date: _____, 20____.

SURETY: _____

Name: _____

Title: _____

Legal Address: _____

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Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal

APPROVED AS TO SURETY AND PRINCIPAL AMOUNT:

City Engineer

APPROVED AS TO FROM:

City Attorney

Note this Bond must be executed in triplicate and dated, all signatures on behalf of PRINCIPAL and SURETY must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

[All signatures must be notarized]



PART B - GENERAL PROVISIONS

B1 DEFINITION OF TERMS

Whenever in these Specifications or in any documents or instruments in connection where these Specifications govern, the following terms or pronouns in place of them are used, and intent and meaning shall be interpreted as follows:

1.1 City of Marina, City, or Owner

The incorporated City of Marina, Monterey County, California.

1.2 City Council or Council

The City Council of the City of Marina, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

1.3 Director of Public Works/City Engineer or Engineer

The Director of Public Works of the City of Marina, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

1.4 Contractor

The person or persons, co-partnership or corporation, private or municipal, who have entered into a contract with the City of Marina as party or parties of the second part, or his or their legal representatives. Any reference of a masculine nature shall imply either gender and is not intended to be discriminatory.

1.5 Specifications

The term specifications refer to the City Standard Specifications and the California Department of Transportation Standard Specifications for the Construction of Local Streets and Roads, 2018 Edition. In the occasion that there is a conflict, the City Standard Specifications take precedence.



B2 SCOPE OF WORK

2.1 Intent of Specifications

The intent of these Specifications is to describe the details for the construction and completion of work, which the Contractor undertakes to perform in accordance with the terms of the Contract. Where these Specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in completing the contract in a satisfactory and workmanlike manner.

2.2 Final Clean Up

Before final inspection of the work, the Contractor shall clean the street, material sites and all ground occupied by him in connection with the work, of all rubbish, excess materials, false work, temporary structures and equipment. All parts of the work shall be left in a neat and presentable condition. Full compensation for final cleaning up will be considered as included in the prices paid for the various contract items of work, and no separate payment will be made therefore.

Nothing herein, however, shall require the Contractor to remove warning and directional signs prior to final acceptance by the City.

2.3 Changes

The City reserves the right to make such alterations, deviations, additions to, or omissions from these Plans and Specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any item or portion of the work as may be deemed by the Engineer to be required for the proper completion or construction of the work. A change order for issued work order will not become effective until approved either by the City Manager or his designee (if the amount of the change order is less than ten (10) percent of the contract amount) or by the City Council (if the total aggregate amount of the change orders is greater than ten (10) percent of the contract amount).

Any such changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the City Council.

The provisions of California Standard Specification (CSS) Section 9-1.06B (increased quantities) and 9-1.06C (decreased quantities) shall not be applicable to any contract items increased or decreased over 25 percent.

Upon receipt of an approved contract change order, the Contractor shall proceed with the ordered work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of an approved contract change order therefore.

a. Procedure and Protest

A contract change order approved by the Engineer may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an approved contract change order, which he has not executed, he shall submit a written protest to the Engineer within fifteen (15)



days after the receipt of such approved contract change order. The protest shall state the point of disagreement, contract specification references, and if possible, the quantities and the costs involved. If a written protest is not submitted, payment will be made as set forth in the approved contract change order, and such payment shall constitute thereby. Such unprotested approved contract change orders will be considered as executed contract change orders.

Where protest concerning an approved contract change order relates to compensation, the compensation payable as specified or required by said contract change order to which such protest relates, will be determined by the Engineer in the same manner as if the work were to be paid for on a force account basis as provided in the paragraphs titled "Measurement and Payment" in these General Provisions; or such adjustment will be as agreed to by the Contractor and the Engineer. The Contractor shall keep full and complete records of the cost of such work and shall permit the Engineer to have such access thereto as necessary to assist in the determination of the compensation payable for such work.

Where protest concerning an approved contract change order relates to the adjustment of contract time for the completion of the work, the time to be allowed therefore will be determined as provided in paragraphs titled "Prosecution and Progress" in these General Provisions.

Proposed contract change orders may be presented to the Contractor for his consideration prior to approval by the Engineer. If the Contractor signifies his acceptance of the terms and conditions of such proposed contract change order by executing such document, and if such change order is approved by the Engineer and issued to the Contractor, payment in accordance with the provisions as to compensation therein set forth shall constitute full compensation for all work included therein or required thereby. A contract change order executed by the Contractor and approved by the Engineer is an executed contract change order. An approved contract change order shall supersede a proposed, but unapproved change order covering the same work.

b. Contract Items to be Omitted

If acceptable material is ordered by the Contractor for the omitted item prior to the date of notification of such omission by the Engineer and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor, excluding overhead and profit. In such case, the material paid for shall become the property of the City and the cost of any further handling will be paid for as extra work as provided in this Section. If the material is returnable to the vendor and if the Engineer so directs, the material shall be returned, and the Contractor will be paid for charges made by the vendor for returning such materials. The cost of handling returned material will be paid for as extra work as provided in this Section.

c. Extra Work

New and unforeseen work will be classed as extra work when determined by the Engineer that such work is not covered by any of the various items for which there is a bid price or by combinations of such items. In the event portions of such are determined by the Engineer to be covered by some of the various items for which there is a bid price or combinations of such items, the remaining portion of such work will be classed as extra work. Extra work also includes work specifically designated as extra work in these Plans and Specifications.

The Contractor shall do such extra work and furnish material and equipment therefore upon receipt of an approved contract change order or other written order by the Engineer, and in the absence of such approved contract change order or other written order of the Engineer, he shall not be entitled to payment for such extra work. Where such extra work is ordered by a written order other than an



approved contract change order, the Engineer will, as soon as practicable, issue an approved contract change order. The provisions in the paragraph titled "Procedure and Protest" in this Section shall be fully applicable to such subsequently issued contract change order.

Payment for extra work required to be performed pursuant to the provisions of this Article in the absence of an executed contract change order, will be made by force account and provided in the paragraph titled "Measurement and Payment" in these General Provisions or as agreed to by the Contractor and the Engineer.

2.4 Detours

The Contractor shall construct, maintain and remove detours for the use of public traffic as provided in the Special Provisions or as shown on the Plans or as directed by the Engineer. Payment for such work shall be in accordance with Section 7.01 of these Specifications and no additional compensation will be made therefore.

2.5 Use of Materials Found on the Work

The Contractor, with the approval of the Engineer, may use in the proposed construction such stone, gravel, sand, or other material suitable, in the opinion of the Engineer, as may be found in the excavation.



B3 CONTROL OF WORK

3.1 Authority of Engineer

The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of work, all questions which arise as to the interpretation of these Plans (if any) and Specifications, all questions as to the acceptable fulfillment of the contract on the part of the Contractor and all questions as to compensation. Her/His decision shall be final, and she/he shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

3.2 Shop Drawings

Wherever called for in these Specifications or on the Drawings, or where required by the Engineer, the Contractor shall furnish to the Engineer for review, five (5) prints of each shop drawing. The term "shop drawing" as used herein shall be understood to include detail design calculations, fabrication and installation drawings, lists, graphs, operation instructions, etc. Unless otherwise required, said drawings shall be submitted at a time sufficiently early to allow review of same by the Engineer, and to accommodate the rate of construction progress under the contract.

All shop drawing submittals shall be accompanied by the Engineer's standard shop drawing transmittal form. A sample of the form will be provided following award of the contract. Any shop drawing submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for re-submittal. The ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the Contractor.

Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of shop drawings on various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole.

Within ten (10) working days after receipt of said prints, the Engineer will return prints of each drawing to the Contractor with his comments noted thereon. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of drawings. The Owner reserves the right to withhold monies due the Contractor to cover additional costs of the Engineer's review beyond the second submission.

If three prints of the drawing are returned to the Contractor marked "NO EXCEPTIONS TAKEN," formal revision of said drawings will not be required.

If one print of the drawing is returned to the Contractor marked "REVISE AND RESUBMIT," the Contractor shall revise said drawing and shall resubmit five (5) copies of said revised drawing to the Engineer.

Fabrication of an item shall not commence before the Engineer has reviewed the pertinent shop drawings and returned copies to the Contractor marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED." Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the contract Drawings and Specifications and shall not be taken as the basis of claims for extra work. The Contractor shall have no claim for damages or extension of time due to any delay resulting from the Contractor's having to make the required revisions to shop



drawings unless review by the Engineer of said drawings is delayed beyond a reasonable period of time and unless the Contractor can establish that the Engineer's delay in review of said drawings by the Engineer will be limited to checking for general agreement with the Specifications and Drawings, and shall in no way relieve the Contractor of responsibility for errors or omissions contained therein nor shall such review operate to waive or modify any provision contained in the Specifications or Contract Drawings. Fabricating dimensions, quantities or material, applicable code requirements, and other contract requirements shall be the Contractor's responsibility.

3.3 Conformity with Plans and Allowable Deviations

Finish surfaces in all cases shall conform with the lines, grades, cross-sections and dimensions shown on the Plans (if any). Deviations, other than specified tolerances from the Plans and working drawings as may be required by the exigencies of construction, will in all cases be determined by the Engineer.

3.4 Coordination and Interpretation of General Provisions and Plans

These General Provisions, Special Provisions, Plans, Contract Change Orders and all supplementary documents are essential parts of the contract and a requirement occurring in all. They are intended to be cooperative and to describe and provide for a complete work. Plans shall govern over General Provisions; Special Provisions shall govern over both General Provisions and Plans. Technical Provisions shall govern over General Provisions, Special Provisions and Plans.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these Plans and Specifications, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to them as part of the contract. In the event of any doubt or question arising respecting the true meaning of these Plans and Specifications, references shall be made to the City Council, whose decisions thereon shall be final. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

3.5 Order of Work

When required by the Special Provisions or Plans, the Contractor shall follow the sequence of operations as set forth therein.

Full compensation for conforming to such requirements will be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed, therefore.

3.6 Superintendence

The Contractor shall designate, before starting work, an authorized representative who shall have complete authority to represent and to act for the Contractor. Said authorized representative, preferably a working supervisor, shall be present at the site of the work at all times while work is actually in progress on the contract. Supervision of subcontract work can be provided by the subcontractor with a written authorization provided by the prime contractor and approved by the Engineer. During periods when work is suspended, and for any emergency work, supervision arrangements acceptable to the Engineer shall be made.

When the Contractor is comprised of two (2) or more persons, firms, partnerships or corporations; functioning on a joint venture basis, said Contractor shall designate to the Engineer the name of their authorized representative who shall have supreme authority to direct the work and to whom orders will be given by the Engineer, to be received and obeyed by the Contractor.



Whenever the Contractor or his authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the Superintendent or foreman who may have charge of the particular work in reference to which the orders are given.

3.7 Inspection

The Engineer shall at all times have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of these Plans and Specifications. All work done and all materials furnished shall be subject to his inspection and approval.

Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Engineer so that proper inspection may be provided. Any work done in the absence of the Engineer will be subject to rejection.

Projects financed in whole or in part with State funds shall be subject to inspection at all times by the State Director of Public Works or his agents.

3.8 Samples and Tests

Materials furnished by the Contractor may be tested by the City of Marina or its authorized representative in accordance with commonly recognized standards of national organizations or such special methods and tests as are in use at the Laboratory of the Department of Transportation of the State of California. Field tests of materials will be made by the Engineer when deemed necessary and these tests shall be made in accordance with standard practices.

The Contractor shall furnish, without charge, such samples of all materials as are requested by the Engineer. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of the material.

Samples for testing local sources of material shall be taken by or in the presence of the Engineer. Otherwise, the same shall not be considered.

Promptly after the approval of the contract, the Contractor shall notify the Engineer of the proposed sources of supply of all materials to be furnished.

Whenever reference is made in these Specifications to standard specification or standard tests or requirements of the Laboratory of the Department of Transportation, the American Society for Testing Materials, the American Railway Engineering Association, the American Association of State Highway Officials, or other nationally recognized organizations, the reference shall be construed to mean the standards that are in effect at the date of these Specifications with subsequent amendment changes or additions as thereafter adopted and published by the organization referred to.

Whenever the Specifications permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute material will be made unless the request for approval is made in writing by the Contractor, accompanied by complete data or information demonstrating the equality of the material or article offered. Such requests shall be made in ample time to permit investigation without delaying the work.

Materials from local deposits, which have not been investigated and tested previously and approved for use, will be investigated and tested upon request of the Contractor in writing. Such tests shall be in



accordance with standard methods. The cost of any such investigation and tests made as a result of the Contractor's request shall be at his expense and deductions will be made from estimates due him, sufficient to cover the cost of such tests.

3.9 Removal of Rejected and Unauthorized Work

All rejected work shall be remedied or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal, replacement or remedial work. Any work done beyond the lines and grades shown on the Plans or established by the Engineer or any extra work done without written authority will be considered as unauthorized work and will not be paid for.

Upon order of the Engineer, unauthorized work shall be remedied, removed, or replaced at the Contractor's expense. Upon failure of the Contractor to comply promptly with any order of the Engineer made under the provisions of this article, the Engineer may cause rejected or unauthorized work to be remedied, removed, or replaced and to deduct the costs from any monies due or to become due the Contractor.

3.10 Equipment and Plants

Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate in connection with the work.

The Contractor shall provide adequate and suitable equipment to meet the above requirements, and when ordered by the Engineer, shall remove unsuitable equipment from the work.

All diesel equipment needs to be 2003 or newer model or some mitigation measures must be taken to reduce diesel emissions. The following are some mitigation measures that are to be implemented for all diesel equipment older than 2003:

- a. The use of a diesel oxidation catalyst;
- b. The substitution of biodegradable fuels; or
- c. Other methods approved by the Monterey Bay Unified Pollution Control District.

Each machine or unit of equipment shall be operated by a person experienced in handling that particular make of machine or unit of equipment in use, at a speed or rate of production not to exceed that recommended by the manufacturer.

All vehicles used to haul materials over existing streets and highways shall be equipped with pneumatic tires.

3.11 Character and Competence of Workers

If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Engineer or shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he/she will be discharged immediately on the requisition of the Engineer and such person shall not again be employed in the work.

3.12 Final Inspection

When the work contemplated by the contract has been completed, the Engineer will make a final inspection on the ground, accompanied by the Contractor or his representative.



Contractor shall coordinate final inspection with the Engineer after requirements of the building permit is successfully completed and accepted by the Building Official or his designee.

3.13 As Built Drawings

Corrections and changes made during the progress of the work shall be recorded on a set of red-line prints of the contract drawings, which shall finally show all work as actually installed. Two sets of prints showing this information shall be furnished to the Owner at completion. Prints for this purpose will be furnished by the Owner upon request and at the cost of reproduction.



B4 CONTROL OF MATERIALS

4.1 City Furnished Material

The Contractor shall furnish all materials required to complete the work, except those specified in the Special Provisions to be furnished by the City.

Material furnished by the City will be delivered to the Contractor at the point specified in the Special Provisions. They shall be unloaded and hauled to the site of the work by the Contractor at his expense. The cost of handling and placing all materials after they are delivered to the Contractor shall be considered as included in the contract price for the item in connection with which they are used.

The Contractor will be held responsible for all material delivered to him and deductions will be made from any monies due him to make good any shortages and deficiencies from any cause whatsoever which may occur after such delivery, or for any demurrage charges due to delinquency in unloading.

4.2 Source of Supply and Quality of Materials

The materials furnished and used shall be new and unused, except as specifically provided elsewhere in these Plans and Specifications.

At the option of the Engineer, the source of supply of the materials shall be approved by him before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as desired by the Engineer.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of National organizations designated by the Engineer and such special methods and tests as are prescribed in these Plans and Specifications. The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. It is understood that such approval in no way shall be considered as a guaranty of any materials, which may be delivered later for incorporation in the work. Samples will be secured and tested whenever necessary to determine the quality of material.

Contractor shall extend to City the rights and warranties that Contractor receives from the original material vendor for the material used in the work. The Parties shall work in good faith on other warranty claims that Contractor is able to assert against the material vendors. Contractor shall disclose the warranties that it receives from its vendor(s). Contractor shall work together with City to develop a mutually agreeable process to review the terms and conditions of the material warranties provided by approved vendors in an effort, jointly with City where appropriate, to extend the terms of such material warranties to the City such that the warranty period of such material warranties becomes co-extensive with any warranty period provided for in respect of the product provided by Contractor to the City.

4.3 Defective Materials

All materials not conforming to the requirements of these Plans and Specifications, whether in place or not, shall be rejected. They shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used in the work until approved in writing by the Engineer.



Upon failure of the Contractor to comply promptly with an order of the Engineer made under the provisions of this Article, the Engineer shall have the authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any monies to become due the Contractor.

4.4 Storage of Materials

Materials shall be stored in such a manner as to insure the preservation of their quality and fitness for the work. When considered necessary by the Engineer, materials shall be placed on platforms or other hard, clean surfaces and covered when directed. Stored materials shall be so located as to facilitate prompt inspection.

4.5 Trade Names and Alternatives

For convenience of designation in these Plans and Specifications, certain equipment or articles or materials to be used or incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalog information. The use of alternative equipment or an article of material which is of equal or better quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:

The burden of proof as to the quality and suitability of alternative equipment, articles or materials shall be upon the Contractor, and he shall furnish at his own expense all information necessary or related thereto as required by the Engineer. The Engineer shall be the sole judge as to the comparative quality and suitability of alternative equipment; articles or materials and his decision shall be final.

The Contractor will be allowed THIRTY FIVE (35) calendar days from the date of execution of the contract to provide proof that substitute equipment, articles or materials conform to the requirements of equipment, articles or materials specified.

4.6 Delivery of Materials

The Contractor shall furnish the Engineer with a duplicate delivery ticket of all materials to be used in the work at the time of delivery, unless otherwise waived by the Engineer. The tickets shall show the quantity and type of materials to be used in the work.



B5 LEGAL RELATIONS AND RESPONSIBILITY

5.1 Laws to be Observed

The Contractor shall keep himself fully informed of all existing and future State and National 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. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees or bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the City and all of its officers and agents and servants against any claim or liability arising from or based on the violation or any such law, ordinance, regulation, order or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in these Plans and Specifications for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing.

5.2 Hours of Labor

The Contractor shall forfeit, as penalty to the City, fifty dollars (\$50) for each workman employed in the execution of this contract by him or by any subcontractor under him for each working day during which such workman is permitted or required to labor more than eight (8) hours and is not paid overtime rates in accordance with the provisions of the Labor Code, and in particular, Section 1815 thereof, inclusive.

5.3 Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, or gender of such persons, and every Contractor for public works violating this Section is subject to all the penalties imposed for a violation of this Chapter."

5.4 Prevailing Wages

The Contractor shall forfeit, as penalty to the City, fifty dollars (\$50) for each working day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Section 1770 to Section 1780 thereof, inclusive.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate adopted by the City Council of the City of Marina. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid and will not under any circumstances be considered as a basis of a claim against the City.

5.5 Registration of Contractors

Before submitting bids, Contractors shall be licensed in accordance with the provisions of the State Contractors' License Law, Business and Professions Code 7000 et seq. as amended. Pursuant to



California Labor Code section 1771.4, the project that is the subject and purpose of this contract is subject to prevailing wage compliance monitoring by the California Department of Industrial Relations.

Pursuant to California Labor Code section 1771.1, by execution below, the Bidder and its Subcontractors certify that they are registered and qualified to perform public work pursuant to section 1725.5 of the California Labor Code, subject to limited legal exceptions.

The Contractors License required for this project is specified in Section A1 "Notice to Bidders" of this document and must be valid at the time of bid submittal.

Bids are prohibited from debarred contractors required by Labor Code 1777.7.

5.6 Apprentices

In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the work.

Information relative to number of apprentices, identification, wages, hours of employment and standards of working conditions, shall be obtained from the Director of the Industrial Relations of the State of California.

Contractor shall comply with the requirements of Labor Code Section 1777.5 concerning employment of registered apprentices. Prior to commencement of work, contractor shall certify to owner in written form approved by attorney for owner, that contractor has complied with the requirements of Section 1777.5 or demonstrate why contractor is not subject to compliance with these requirements.

5.7 Fair Labor Standards Act

The attention of bidders is invited to the fact that the City has been advised by the Wage and Hour Division, U.S. Department of Labor, that contractors engaged in roadway construction work are required to meet the provisions of the Fair Labor Standards Act of 1938 and as amended (52 Stat. 1060).

5.8 Payment of Taxes

The contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State, or local government, including, without being limited to, Federal excise tax. No tax exemption certificate, nor any document designed to exempt the Contractor from payment of any tax, will be furnished to the Contractor by the City as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to this contract.

5.9 Permits & Licenses

The Contractor shall procure all permits and licenses, including a City of Marina business license, and a no-cost building permit from the City's Building Division for each work order. The contractor shall pay all charges and fees, and give all notice necessary and incident to the due and lawful prosecution of the work.

5.10 Patents

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work and agrees to indemnify and hold harmless the City of



Marina, the City Council, the City Manager, the Director of Public Works, and their duly authorized representatives, from all suits at law or actions of every nature, for or on account of the use of any patented materials, equipment, devices or processes.

5.11 Safety Provisions

The Contractor shall conform to the rules and regulations pertaining to safety as established by the California Division of Industrial Safety.

5.12 Sanitary Provisions

The Contractor shall conform to the rules and regulations pertaining to safety as established by the California Division of Industrial Safety.

5.13 Public Convenience and Safety

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic. Unless otherwise provided in the Special Provisions, all public traffic shall be permitted to pass through the work. The Contractor shall furnish, erect and maintain such fences, barriers, lights, signs and other devices as are necessary to give adequate warning to the public at all times that the road or street is under construction in conformance with the State Traffic Manual. The Contractor shall also erect and maintain such warning and directional signs in accordance with State law and Caltrans, whichever is more restrictive.

5.14 Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall use the utmost care not to endanger life or property. All explosives shall be used and stored in accordance with the applicable laws of the City, County, State and Federal governments.

5.15 Preservation of Property

Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property, fences, signs, survey markers and monuments, buildings and structures and roadside shrubbery and trees that are not to be removed. If ordered by the Engineer, the Contractor shall provide and install suitable safeguards approved by the Engineer, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense, to a condition as good as when the Contractor entered upon the work.

The Engineer may make or cause to be made such temporary repairs as are necessary to restore to service any damages roadway or utility facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any monies due or to become due to the Contractor under the contract.

The fact that any underground facility is not shown upon the Plans or is not properly shown, shall not relieve the Contractor of his responsibility to ascertain the existence of any underground improvements or facilities, which may be subject to damage by reason of his operations.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all work involved in protecting property as above specified, shall be considered as included in the price paid for the various contract items of work, and no additional compensation will be made therefore.



5.16 Responsibility for Damage

The City Council, the City Manager, the Director of Public Works, City Engineer, and all officers and employees of the City shall not be answerable in any manner for any loss or damage that may happen to the work or any part thereof, or for any material or equipment used in performing the work, or for injury or damage to any person or persons, either workers or the public, for damage adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

The Contractor shall indemnify and hold harmless the City, City Council, the City Manager, the Director of Public Works, City Engineer, City Employees and agents, and their duly authorized representatives from all suits, claims or actions of every name, kind and description, brought by any person or persons for or on account of, any injuries or damages sustained or arising in the construction of the work or in money due the Contractor as shall be considered necessary until disposition has been made of such suits or claims (per Public Contract Code 20104 et seq.) for damages as aforesaid.

5.17 Disposal of Materials Outside the Street Right-of-Way

Unless otherwise specified in the Special Provisions, the Contractor shall make his own arrangements for disposing of materials outside the street right-of-way and he shall pay all costs involved.

When any material is to be disposed of outside the street right-of-way, the Contractor shall first obtain a written release from the property owner absolving the City from any and all responsibility in connection with the disposal of material on said property. Before any material is disposed of on said property, the Contractor shall obtain permission from the Engineer to dispose of the material at the location designated in said permit.

Unless otherwise provided in the Special Provisions, full compensation for all costs of hauling shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be made therefore.

5.18 Cooperation

Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other Contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (included designated material sources) at any time, by the use of other forces.

5.19 Contractor's Responsibility for the Work and Materials

Until the formal acceptance of the contract by the City, the Contractor shall have the charge and care of the work and of the materials to be used therein and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or non-execution of the work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damages to any portion of the work or materials occasioned by any cause before final acceptance and shall bear the expense thereof, except such injuries, losses or damages, as are directly and approximately caused by the acts of the Federal government or the public enemy.

In case of suspension of work from any cause whatever, the Contractor shall be responsible for the work and materials as specified above. Where necessary to protect the work or materials from damage, the



Contractor shall, at his own expense, provide erosion control for drainage of the project and erect such temporary structures as is necessary to protect the work and materials from damage.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all work involved in protecting the improvements prior to final acceptance of the work shall be included in the price paid for the various contract items of work and no additional compensation will be made therefore.

If ordered by the Engineer, the Contractor shall, at his own expense, properly store materials, which have been furnished by the City. Such storage by the Contractor shall be on behalf of the City, and the City shall at all times be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site of the work when requested.

The Contractor shall keep a set of Safety Data Sheets (SDSs) onsite all times if hazardous chemicals are to be used at any time during the work. The SDSs may be obtained by chemical manufacturers, distributors, and importers. The SDSs should be in a format consistent with OSHA and must be readily accessible to employees.

The Contractor shall not dispose of any of the materials so stored except on the authorization from the Engineer.

The Contractor shall keep a health-and-safety plan (HSP) onsite at all times. The HSP should contain protocols in case of an emergency or injury to an employee. It is recommended that that the HSP also contain an address, map, and driving direction to the nearest hospital.

The Contractor shall provide twenty-four (24) hour emergency service for all maintenance and operations of the work herein specified and shall supply the City of Marina Police and Fire Departments with the name and telephone number of the responsible person. Emergency service shall be within thirty (30) minutes from the time of notification. If the Contractor fails to provide this service, the City shall perform such emergency service and the cost thereof shall be deducted from the next progress payment due to the Contractor.

5.20 Acceptance of Contract

When the Engineer has made the final inspection and determines that the contract has been completed in all respects in accordance with these Plans and Specifications, he will recommend that the City Council formally accept the contract, and immediately upon and after such acceptance, the Contractor will be relieved of the duty of maintaining and protecting the work as a whole, and he will not be required to perform any further work thereon, with the exception of work covered under warranty. The Contractor shall also be relieved of his responsibility for injury to persons or property or damage to the work, which occurs after the formal acceptance.

The City shall release the five percent (5%) retention on the contract amount after 35 days following recordation of the Notice of Completion by the City. The contractor shall provide the City with a maintenance bond amounting to fifty percent (50%) of the contract amount, upon completion of the work.

5.21 Property Rights in Materials

Nothing in the contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, or after payment has been made for fifty percent (50%) of the value of materials delivered to the site of work or stored subject to or under the control of the City, whether or not they have been so attached or affixed. All such materials shall become property of the City upon being so attached or affixed, or upon payment of such fifty



percent (50%) of the value of materials delivered to the site of work stored subject to or under the control of the City.

5.22 Personal Liability

Neither the City Council, the City Manager, Public Works Department, City Engineer, nor any other officer, employee or authorized assistant or agent, shall be personally responsible for any liability arising under the contract.



B6 PROSECUTION AND PROGRESS

6.1 Subcontracting

The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control.

The City prefers local hiring for subcontractors per the Municipal Code 13.02.

No subcontractor will be recognized as such and all persons engaged in the work of construction will be considered as employees of the Contractor, and he will be held responsible for their work, which shall be subject to the provisions of these Plans and Specifications.

When a portion of the work, which has been subcontracted by the Contractor, is not being prosecuted in a manner satisfactory to the City, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

6.2 Assignment

The performance of the contract may not be assigned, except upon the written consent of the City. Consent will not be given to any proposed assignment, which would relieve the original, Contractor or his surety of their responsibilities under the contract nor will the City consent to any assignment of part of the work under the contract.

The Contractor may assign monies due or to become due him under the contract and such assignment will be recognized by the City to the extent permitted by law if given proper set-offs in favor of the City and to all deductions provided for in the contract, and particularly, all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the work in the event that the Contractor should be in default therein.

6.3 Time of Beginning and Completion of the Work

The Contractor shall begin work within ten (10) days after receiving notice from the City to proceed and shall diligently prosecute the same to completion within the time limit provided in Part C of the Special Provisions.

6.4 Progress Schedule

If required by the Special Provisions or requested by the Engineer, the Contractor shall, prior to beginning the work, submit to the Engineer a practical schedule showing the order in which the Contractor proposes to carry out the work, the dates on which he will start the several salient features of the work (including the procurement of materials, plant and equipment) and the contemplated dates for completing the said salient features. The progress schedule submitted shall be consistent in all respects with the time requirements of the contract.

6.5 Temporary Suspension of Work

The Engineer shall have the authority to suspend the work, wholly or in part, for each period as he may deem necessary due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given or to perform the work in accordance with these Plans and Specifications. The Contractor shall immediately comply with the written order of the Engineer to



suspend the work wholly or in part. The suspended work shall be resumed when conditions are favorable, and methods are corrected as ordered or approved in writing by the Engineer.

In the event of a suspension of work under any of the conditions above set forth, such suspension of work shall not relieve the Contractor of his responsibilities as set forth under the subsection titled "Legal Relations and Responsibility" in these General Provisions.

6.6 Liquidated Damages

It is agreed by the parties to the contract that in case all the work called for under the contract, in all parts and requirements, is not finished or completed before or upon the expiration of the time limit set forth in these Plans and Specifications, damage will be sustained by the City and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event or by reason of such delay. It is therefore agreed that the Contractor will pay to the City the sum set forth in these Specifications for each and every calendar day's delay beyond the time prescribed to complete the work and the Contractor agrees to pay said liquidated damages as herein provided; and further agrees that the City may deduct the amount thereof from any monies due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City and if the City decides to extend the time limit for the completion of the contract, it shall further have the right to charge the Contractor, his heirs or assigns, 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, except that the cost of final surveys and preparation of the final estimate shall not be included in such charges.

The Contractor will be granted an extension of time and will not be assessed liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work caused by Acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, shortage of materials and freight embargoes, provided that the Contractor shall notify the Engineer in writing of the causes of delay within TEN (10) DAYS from the beginning of such a delay. The Engineer shall ascertain the facts and the extent of the delay and his findings thereon shall be final and conclusive.

If the Contractor is delayed by reason of alterations made under the paragraphs entitled "Scope of Work" in these General Provisions, or by act of the Engineer or the City, and such alterations or acts were not contemplated by the contract, the time of completion of the work shall be extended to cover the delay so caused. In the case of such delay, the Contractor shall be relieved from any claim for liquidated damages or engineering and inspection charges or penalties for the period covered by such extension of time. The Engineer shall ascertain the facts and the extent of the delay and shall be relieved from any claim of liquidation damages or engineering overhead and inspection charges for the period covered by such extension of time. Liquidated damages shall be as shown on Attachment B of these Specifications.

6.7 Termination of Contract

Failure to supply an adequate working force or material of proper quality, or in any other aspect to prosecute the work with the diligence and force specified in the contract, is grounds for termination of the Contractor's control over the work and for taking over the work by the City as provided in the Public Contracts Code.



6.8 Right-of-Way

The right-of-way for the work to be constructed will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside the limits of the right-of-way, unless otherwise provided in these Plans and Specifications.

6.9 Utility and Other Facilities

Attention is directed to those paragraphs entitled "Legal Relations and Responsibility" of these General Provisions. The Contractor shall protect from damage utility and other facilities that are to remain in place, be installed, relocated, or otherwise rearranged.

It is anticipated that some or all of the utilities and other facilities, both above ground and below ground, that are required to be rearranged (as used herein, rearrangement includes installation, relocation, alteration, or removal) as a part of the improvement, will be rearranged in advance of construction operations. Where it is not anticipated that such rearrangements will be performed prior to construction or where the rearrangement must be coordinated with the Contractor's construction operations, the existing facilities that are to be rearranged will be indicated on the Plans or in the Special Provisions, the Contractor will have no liability for the costs of performing the work involved in such rearrangement.

The Contractor shall exercise due care to locate any underground improvements for facilities which may be affected by his operations. Contractor shall call Underground Service Alert (811) at least two (2) full business days before the start of his construction and shall be responsible for injury, damage, or loss thereto as provided in this article, whether or not such improvements or facilities are shown on the Drawings. If improvements or facilities not shown on the Drawings are encountered within the City furnished right-of-way, any removal, replacement, alteration or relocation thereof necessary for performance of the work to be performed by the Contractor may be ordered by the Engineer as items of Extra Work.

The right is reserved to the City and the owners of facilities of their authorized agents, to enter upon the street right-of-way 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. The Contractor shall cooperate with forces engaged in such work and shall conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces. Wherever necessary, the work of the Contractor shall be coordinated with the rearrangement of utilities or other facilities and the Contractor shall make arrangements with the owner of such facilities for the coordination of the work.

When ordered by the Engineer in writing, the Contractor shall rearrange any utility or other facility necessary to be rearranged as part of the improvement and such work will be paid for as extra work as provided in the paragraphs entitled "Measurement and Payment" in these General Provisions.

Should the Contractor desire to have rearrangement made in any utility, facility, or other improvement for his convenience in order to facilitate his construction operations if such rearrangement is in addition to or different from the rearrangements indicated on the Plans or in the Special Provisions, he shall make whatever arrangements are necessary with the City or owners of such utility or other facility for such rearrangement and bear all expense in connection therewith.

Attention is directed to the possible existence of underground facilities not known to the City or in a location different from that, which is shown on the Plans, or in the Special Provisions. The Contractor shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service.



Where it is determined by the Engineer that the rearrangement of an underground facility, the existence of which is not shown on the Plans or in the Special Provisions, is essential in order to accommodate the improvement, the Engineer will provide for the rearrangement of such facility by other forces, otherwise such rearrangement shall be performed by the Contractor, and will be paid for as "extra work" as provided in Article B-203(c) "Extra Work" in these General Provisions. The Engineer will decide who shall perform such rearrangement.



B7 MEASUREMENT AND PAYMENT

7.1 Scope of Payment

The Contractor shall accept the compensation as herein provided as full payment for furnishing all labor, materials, tools, equipment and incidentals necessary to complete the work and for performing all work contemplated and embraced under the contract; also for loss or damage arising from the nature of the work or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the City and for all risks of every description in connection with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified and for completing the work according to these Plans and Specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

No compensation will be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreement.

7.2 Force Account Payment

Extra work, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit prices or lump sum previously agreed upon by the Contractor and the Engineer or by force account. The basis for establishing costs shall be per Section 9-1.04 and all subsections of 9-1.04 of the California State Standard Specifications.

7.3 Progress Payments

The Contractor shall, at the end of each month, cause an estimate in writing to be submitted to the City for the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and the value thereof, said materials being those not used at the time of such estimate. **In addition to submitting a detailed invoice, the following “Contract Balance Form” must be submitted with each request for payment.** The City shall retain five percent (5%) of the total amount of work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid, as part security for the fulfillment of the contract by the Contractor and shall pay monthly to the Contractor while he is carrying on the work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract or when in his judgment, the total value of the work done since the last estimate or payment shall be construed to be an acceptance of any defective work or improper material.



CONTRACT BALANCE FORM

*A Detailed Invoice **MUST** be Attached*

=====

CONTRACTOR NAME: _____

MAILING ADDRESS: _____

DATE: _____

INVOICE NO.: _____

=====

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the City, and the current payment shown here-in is now due

By:

Date:

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Inspector of Record certify to the City that to the best of their knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified below (Line 8).

By:

Date:

1. ORIGINAL CONTRACT AMOUNT: \$ _____
2. APPROVED CHANGE ORDERS TOTAL: \$ _____
3. REVISED CONTRACT AMOUNT: (1+2) \$ _____
4. PREVIOUS BALANCE PAID: \$ _____
5. REMAINING BALANCE: (3-4) \$ _____
6. CURRENT PROGRESS PAYMENT DUE: \$ _____
(before retention)
7. 5% RETENTION FROM WORK DONE: (-)\$ _____
8. CURRENT BALANCE DUE: (6-7) \$ _____
9. REMAINING BALANCE OF REVISED CONTRACT AMOUNT: (5-8) \$ _____
(including retention)

APPROVED BY: _____
City of Marina

_____ Date



7.4 Final Payment

The Engineer shall, after the completion of the contract, determine the amount of work done thereunder and the value of such work and the City shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be retained under the provisions of the contract. All prior progress estimates and payments shall be subject to correction in the final payment. After project completion, the Contractor shall provide a final invoice, which includes retention amount due. Contractor shall post securities in lieu of retention (Public Contract Code 22300) of for release of claims for undisputed payment (Civil Code 3262). The amount retained shall not be due and payable until the expiration of THIRTY-FIVE (35) DAYS from the date that the Notice of Completion is recorded by the City, said Notice of Completion to be recorded within TEN (10) DAYS after formal acceptance of the work by the City Council.

It is mutually agreed between the parties to the contract that no certificate given, or payment made under the contract, except the final certificate of final payment shall be conclusive evidence of the performance of the contract, whether wholly or in part, against any claim of the City, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor will be required to correct defective work or materials at any time before acceptance of final payment and within one (1) year thereafter regardless of any failure of the Engineer to condemn defective work or material at the time of construction.

The Contractor shall take out and maintain, upon completion of the work, a maintenance bond, amount of which must be fifty percent (50%) of the final contract and shall remain in effect for one (1) year after the City files its Notice of Completion of work.

The Contractor further agrees that the payment of the final amount due under the contract and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of Marina, the City Council, the City Manager, the Director of Public Works, City Engineer, or other authorized representatives from any and all claims or liability on account of work performed under the contract or any alteration thereof.

7.5 Notice of Potential Claim

The provisions of Section 5-1.43 "Potential Claims and Dispute Resolution" of the California State Standard Specifications shall be incorporated into this contract.

7.6 Stop Notices

The City of Marina, by and through the Public Works Department or other appropriate department or agency of the State, may, at its option and at any time, retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to Section 9500 et seq, of the Civil Code.

7.7 Payroll Records

The Contractor and subcontractor's attention is directed to the provisions of Section 1776 of the California Labor Code and to the requirements therein pertaining to the keeping, availability, and filing of accurate payroll records of all journeymen, apprentices, and other workers performing work under this Contract. The Contractor agrees to comply with the requirements of said section.

Prior to each monthly progress payment, the Contractor shall deliver to the Engineer copies of certified payrolls of its and all subcontractors' forces performing work at the job site (or sites established primarily



for the work) for labor compliance purposes and extra/force account considerations. Such records shall be kept current on an effective day or period basis and in a form acceptable to the Engineer. At a minimum, the form shall include the following information:

1. Employee identification by name
2. Employee's address and social security number
3. Employee's craft and classification (in accordance with Director of Industrial Relations' wage determinations)
4. Employee's actual per diem wages (in compliance with Part I, Notice to Contractors, and this Section GC-20, Laws and Regulations)
5. Employee's subsistence and travel allowance (as applicable)
6. Employee's straight time and overtime hours worked each day and week.
7. Itemized deductions made from employee's wages.
8. Apprentices and ratio of apprentices to journeymen
9. Contractor's or subcontractor's firm or company name, date or period for which applicable wage rates and allowances are effective, and the employer's signature.

The certified payroll records shall be kept on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division in addition to the above-listed information.

For all projects awarded on or after April 1, 2015, in addition to submitting the certified payrolls to the Engineer, the Contractor shall furnish the records specified in California Labor Code section 1776, including but not limited to the certified payrolls, directly to the Labor Commissioner. The Contractor shall furnish the records specified in California Labor Code section 1776 to the Labor Commissioner for all projects, whether such project is a new project awarded on or after, or an ongoing project awarded prior to, January 1, 2016.

Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury stating: (1) The information contained in the payroll is true and correct; and (2) The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by its employees on the Project.

The Contractor shall inform the City of the location of the above payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address.

The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting certified payroll records. In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress



payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District shall be marked or obliterated in accordance with California Labor Code section 1776.

Compliance with the above provisions of this Part II, and California Labor Code, Section 1776, shall be the responsibility of the Contractor or subcontractor. Pursuant to Labor Code Section 1771.4, Contractor is required to post all job site notices prescribed by law or regulation that include, but are not limited to, payment of prevailing wages.



PART C - SPECIAL PROVISIONS

C1 SPECIAL PROVISIONS

1.1 Description of Work

This is an on-call work order contract, which shall be used to provide the City with a readily available work force for repairs to existing facilities, emergency repairs and new construction, as the City deems appropriate. The Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the project in accordance with the Contract Documents. In general, the work consists of, but is not limited to repair, replacement and construction of any structure, shelter, enclosure and miscellaneous associated work at such times and locations as required. The work to be performed under each Work Order will be described in the Work Order and made part of the Agreement.

The contract with a successful bidder will be for a term of one (1) year with a not to exceed annual funding limit of \$1,000,000. The agreement will include an option for an additional one (1) year extension with a not to exceed annual funding limit of \$1,000,000. The total term of this agreement will not exceed \$2,000,000 or two (2) years, whatever comes first.

The amount of work to be requested during the one year or optional additional year contract period cannot be well defined at the outset. Work shall be issued through Work Orders. All issued Work Orders will become an Exhibit to the Agreement. Attachment A is a sample copy of the Work Order.

1.2 Time of Completion

The Contractor shall promptly begin its activities (bonds and insurance procurement, material submittal and etc.) immediately after the Award of Contract and shall prosecute the work so that all portions of the project are completed and ready for use.

All work under this contract shall be issued through Work Orders. Work Orders shall include construction timelines mutually agreed by the City and the Contractor.

If Contractor shall be delayed in the work by the acts or neglect of Owner, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

Completion of Construction: Working Days to complete construction shall be as specified on the Work Orders. A Working Day is as any day, **except as follows:**

1. Saturdays unless prior approval is received from the City Engineer, Sundays or City Legal Holidays; or
2. Days on which the Contractor is prevented by inclement weather or conditions resulting immediately there from adverse to the current controlling operation or operations as determined by the Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on that operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations. Construction activities, as defined in Chapter 15.04.055 of the Marina Municipal Code, are prohibited other than between the hours of 7am and



7pm, Monday through Saturday and between the hours of 10am and 7pm on Sunday and Holidays.

1.3 Liquidated Damages

Liquidated damages as set forth in the general Provisions shall be in the amount Set forth per Catrans Standard Specifications Sec. 8-1.10A, attached hereto as Attachment B, or as shown on the Work Order.

1.4 Liability Insurance

General - Without limiting the responsibility of the Contractor for damages, the Contractor has obtained all insurance required under this Article, and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on any subcontract until all insurance required of Contractor has been likewise obtained by the subcontractor, and such insurance is approved by the City. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

Type of Coverage - Without limiting any of the other obligations or liability of Contractor, Contractor shall provide and maintain, until the work is completed and accepted by the City, the following minimum insurance coverage, unless otherwise specified in the particular specifications.

<u>Type of Coverage</u>	<u>Limits</u>
Worker's Compensation and Employer's Liability, including coverage under the United States Longshoremen's and Harbor Workers' Act, where applicable.	Statutory



Liability Insurance The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for: (a) premises, operations and mobile equipment. (b) products and completed operations. (c) broad form property damage (including completed operations). (d) explosion, collapse and underground hazards. (e) personal injury. (f) contractual liability.	(a) \$1,000,000 for each occurrence (combined single limit for bodily injury and property damage). (b) \$2,000,000 aggregate for products-completed operations. (c) \$2,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Agreement. (d) \$1,000,000 umbrella or excess liability. Umbrella or excess policy shall include products liability completed operations coverage. (e) Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
Automobile Liability Insurance covering all automobiles, trucks, tractors, trailers motorcycles or other automotive equipment, whether owned or rented by the Contractor, or by the employees of the Contractor.	Bodily Injury \$1,000,000 each accident Property Damage \$500,000 each accident

Insurance Provision - The insurance afforded by the above insurance policies shall name as additional insured the City of Marina, its officers, agents and employees and shall be primary insurance to the full limits of liability stated above to said additional insured. If said additional insured have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only.

Certificate of Insurance - Contractor shall, at the time of execution of the agreement, file with the City Clerk a Certificate of Insurance on a form adopted by the City.

Insurance Coverage on Joint Project - In the event the work called for in this contract is to be performed as a joint Project with the State of California, or a county, or any city within a county, or other agency, or is to be performed on lands under the jurisdiction of the State of California, or county or any city within a county, the policy of insurance required by paragraph entitled "Type of Coverage" shall name the State of California, that county, and/or that city or other agency in addition to naming city and the statement contained in paragraph entitled "Insurance Provisions," shall be modified accordingly.



1.5 Trade Names and Alternatives

For convenience in designation on the Drawings or in the Specifications, certain equipment or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and catalog information. The use of alternative equipment or material, which is of equal quality and of the required characteristics for the purpose intended, will be permitted, subject to the following requirements.

The burden of proof as to the comparative quality and suitability of alternative equipment or materials shall be upon the Contractor who shall furnish, at the Contractor's own expense, six copies of complete description, information, and performance data showing the equality of the material or equipment offered to those specified, and such other necessary or related information as may be required by the Engineer. The Engineer will be sole judge as to the comparative quality and suitability of alternative equipment or materials and such decision shall be final.

The Contractor, pursuant to Public Contracts Code, Section 3400, shall have at least thirty-five (35) days after award of the contract for submission of data substantiating a request for substitution of "an equal" item.

1.6 Access to Work

The Contractor shall at all times provide proper facilities for access and inspection of the work by authorized representatives of local, state or federal governments.

1.7 Lands and Fences

The City will provide certain lands and rights-of-ways as shown on the Drawings and determined by the Engineer in connection with work under the contract, without cost to the Contractor. The Contractor shall limit his operations to the areas and lands provided.

Before final acceptance of the work, the Contractor shall obtain a written statement of release indicating the City acceptance of the site conditions as restored by the Contractor.

1.8 Preservation of Property

The Contractor shall exercise due care in the performance of the work to avoid injury, damage, or loss to existing improvements, utility facilities, and other property of any nature on or near the site of the work. The Contractor shall be responsible as follows for any injury, damage, or loss to property arising out of the work, irrespective of fault or negligence, excepting only such injury, damage, or loss to property as is caused by the negligence or willful misconduct of the City or its officers or employees.

- a. The Contractor shall repair, replace or otherwise restore the property to a condition as good as it was when he commenced work, or as good as required by the Specifications, if applicable. In addition, the Contractor shall perform such temporary repairs of any facility, necessary to restore it to service, as are ordered by the Engineer. At the request of the property Owner, or upon the failure of the Contractor to perform promptly, the Engineer may cause such repair, replacement, restoration, or temporary repair to be performed by the City or its designee, in which case the costs shall be borne by the Contractor and may be deducted, in whole or in part, from any money due or to become due to him under the contract.
- b. The Contractor shall indemnify and hold harmless the City and, at the request of the City, defend all officers and employees of the City connected with the work from all claims, suits, or actions of any nature brought for or on account of any such injury, damage, or loss.



- c. Except as otherwise expressly provided, the Contractor shall comply with all terms and conditions of any instrument granting the City or the Contractor the right to enter upon property which pertain to the time, method, or manner of performing the work. The Contractor shall indemnify and hold harmless the City and all officers and employees of the City connected with the work from all claims, suits or actions of any nature brought for on account of the violation of any such terms and conditions by the Contractor or his subcontractors, suppliers, agents or employees.

1.9 Restoration of Structures and Surfaces

All existing facilities that are broken or damaged by the installation of work shall be of the same kind of material with the same finish and in not less than the same dimensions as the original work. All work shall match the appearance of the existing improvements as nearly as possible.

1.10 Environmental Control

The Contractor shall not pollute any drainage course or its tributary inlets with fuels, oils, bitumen's, acids, insecticides, herbicides, or other harmful materials. The Contractor shall comply with all applicable Federal, State, County and Municipal laws concerning pollution of waterways.

1.11 Safety

The Contractor shall execute and maintain his work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of CAL-OSHA and all applicable laws and the specifications relating to safety measures applicable in particular operations or kinds of work.

1.12 Clean-Up

The Contractor shall not allow the site of the work to become littered with trash and waste material but shall maintain the site in its normal neat and orderly condition throughout the construction period. On or before the completion of the work, the Contractor shall tear down and remove all temporary structures built by him and shall remove rubbish of all kinds from any of the grounds which he has occupied and leave them in first-class condition to the satisfaction of the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing the work required to maintain the construction site and clean-up of the site at the completion of the work shall be included in the bid price.

1.13 Reference to Standard Specifications

Whenever reference is made to "Standard Specifications", "State Specifications" or "CSS" it shall be interpreted to mean the 2018 edition of the Standard Specifications of the State of California, Department of Transportation and the following shall apply:

- a. In case of conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall govern.
- b. Where the term "Engineer" is used in the Standard Specifications, it shall be understood to mean the person or persons designated by the City to act as its duly authorized agent or agents.
- c. Where the term "Special Provisions" is used in the Standard Specifications, it shall be understood to mean these Specifications.



- d. Where the term "State" is used in the Standard Specifications, it shall be understood to mean "City".
- e. Any provisions for measurement and payment specified in the Standard Specifications shall be disregarded and the provisions of these Special Provisions shall govern.

1.14 Site Security

The Contractor shall make all provisions to maintain the security of the work site to prevent accidental injury to the general public or vandalism.

1.15 Building Permit and Related Permits

Projects may require a Building Permit at no cost to the Contractor. Building Permit applications will be filed by City staff, and Contractor shall pull the permit from the City Building Department before start of work. Final inspection by the Engineer and acceptance of the project is contingent with the approval of the Building Official. Other permits required for this project described in the Technical Specifications shall be the responsibility of the Contractor including associated fees.

1.16 COVID-19 Public Health Order

The Contractor shall comply all the applicable requirements with the latest, active Monterey County Public Health Department's Public Health Order and State of California COVID-19 Industry Guidance for Construction. Latest copy of this Guidance is included in the appendix for reference. Contractor shall be responsible to check, review and implement the most current edition of the Guidance during the time of execution of work.



C2 TECHNICAL SPECIFICATIONS

TECHNICAL PROVISIONS SHALL BE PROVIDED WITH EACH WORK ORDER



ATTACHMENT A

CITY OF MARINA
AGREEMENT FOR GENERAL BUILDING IMPROVEMENTS ON-CALL CONTRACT
WITH ??????? COMPANY INC. (Resolution No. 2021-??)

WORK ORDER NO. #
(Project Account No.)

THIS WORK ORDER No. # pertains to the Agreement “or City of Marina General Building Improvements On C-Call Contract (the “Agreement”) entered into on Month dateth, 2021, (the “Agreement”) between the City of Marina or “City” and Company Inc. or “Contractor.”

PROJECT NAME/CODE and BACKGROUND INFORMATION:

This is an approved CIP project named; (project name as listed on the CIP book and Project Code)

Enter a general description of the scope of work.

GEOGRAPHIC LIMITS :

Name of Street and limit boundary.

TYPE & SCOPE OF SERVICES:

See attached Project Estimates (dated) with scope of work as shown on the attached plans and Specifications dated , see Attachment A

COMPENSATION/ SCHEDULE OF PERFORMANCE:

Compensation shall be \$ as shown on Attachment B of this Work Order.

Construction Timeline shall be working days

Construction Start Date:

Completion Date:

All changes shall be issued through Construction Change Order (CCO).

PROJECT ACCEPTANCE AND DELIVERABLES:

Contractor shall coordinate final inspection and punch list items shall be completed within 30 days of the final inspection. Contractor shall submit the following close out documents for final acceptance:

1. Warranty

2. As Built or Record Drawings
3. Extra Materials
4. Other

Retention shall be released upon receipt of acceptable close out documents.

Contractor shall perform work on the above-described project as provided herein and in the Agreement. This Work Order shall not be binding until it has been properly signed by both parties. Upon execution, this Work Order shall supplement the Agreement as it pertains to the project described above.

IN WITNESS WHEREOF, this Work Order has been executed under the provisions of the Agreement on the date(s) given below. By the signatures below, the parties hereto agree that all terms and conditions of this Work Order and the Agreement shall be in full force and effect. In accordance with Third section of the Agreement, this Work Order shall be incorporated and become integral part of the Agreement as an Exhibit .

Company (Contractor)

CITY OF MARINA

By: _____
Name
Position

By: _____
Brian McMinn
Public Works Director/City Engineer

Date: _____

Date: _____

SECTION 8

PROSECUTION AND PROGRESS

8-1.08–8-1.09 RESERVED

8-1.10 LIQUIDATED DAMAGES

8-1.10A General

The Department specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C.

The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

Liquidated damages for all work except plant establishment or permanent erosion control establishment are as shown in the following table:

Liquidated Damages		
Total bid		Liquidated damages per day
From over	To	
\$0	\$60,000	\$1,400
\$60,000	\$200,000	\$2,900
\$200,000	\$500,000	\$3,200
\$500,000	\$1,000,000	\$3,500
\$1,000,000	\$2,000,000	\$4,000
\$2,000,000	\$5,000,000	\$4,800
\$5,000,000	\$10,000,000	\$6,800
\$10,000,000	\$20,000,000	\$10,000
\$20,000,000	\$50,000,000	\$13,500
\$50,000,000	\$100,000,000	\$19,200
\$100,000,000	\$250,000,000	\$25,300

If all work except plant establishment or permanent erosion control establishment is complete and the total number of working days have expired, liquidated damages are \$950 per day.

8-1.10B Failure to Complete Work Parts within Specified Times

The Department may deduct specified damages from payments for each day needed to complete a work part in excess of the time specified for completing the work part.

Damages for untimely completion of work parts may not be equal to the daily amount specified as liquidated damages for the project as a whole, but the Department does not simultaneously assess damages for untimely completion of work parts and for the whole work.

Damages accrue starting the 1st day after a work part exceeds the specified time through the day the specified work part is complete.

8-1.10C Failure to Complete Work Parts by Specified Dates

The Department may deduct specified damages from payments for each day needed to complete a work part in excess of the specified completion date for the work part.

Damages for untimely completion of a work part may not be equal to the daily amount specified as liquidated damages for the project as a whole, but the Department does not simultaneously assess damages for untimely completion of a work part and the whole work.

Damages accrue starting the 1st day after an unmet completion date through the day the work part is complete.

8-1.10D Reserved

8-1.11–8-1.12 RESERVED

8-1.13 CONTRACTOR'S CONTROL TERMINATION

The Department may terminate your control of the work for failure to do any of the following (Pub Cont Code § 10253):