



**AGENDA  
REGULAR MEETING  
CITY COUNCIL OF THE TOWN OF COLMA  
Wednesday, May 11, 2022  
CLOSED SESSION – 6:30 PM  
REGULAR SESSION – 7:00 PM**

*The City Council meeting will be conducted virtually pursuant to the provisions of Assembly Bill 361 amending the Ralph M. Brown Act and Government Code Section 54953(e) (and without compliance with section 54953(b)(3)) related to conducting public meetings during the COVID-19 pandemic based on the current State of Emergency and the existing State recommendations on social distancing. The Council Chambers will not be open to the public for this City Council meeting.*

*Members of the public may view the meeting by attending, via telephone or computer, the Zoom Meeting listed below:*

**Join Zoom Meeting:** <https://us02web.zoom.us/j/81289976261>  
**Passcode:** 074407

**Meeting ID:** 812 8997 6261  
**Passcode:** 074407

**One tap mobile**  
+16699006833,,81289976261#,,,,,0#,,074407# US (San Jose)  
+13462487799,,81289976261#,,,,,0#,,074407# US (Houston)

**Dial by your location**  
+1 669 900 6833 US (San Jose)  
+1 346 248 7799 US (Houston)  
+1 253 215 8782 US (Tacoma)  
+1 312 626 6799 US (Chicago)  
+1 929 205 6099 US (New York)  
+1 301 715 8592 US (Germantown)

**Meeting ID:** 812 8997 6261  
**Passcode:** 074407

**Find your local number:** <https://us02web.zoom.us/u/kco5bgxkcc>

*Members of the public may provide written comments by email to the City Clerk at [ccorley@colma.ca.gov](mailto:ccorley@colma.ca.gov) before or during the meeting. Emailed comments should include the specific agenda item on which you are commenting or note that your comment concerns an item that is not on the agenda. The length of the emailed comment should be commensurate with the three minutes customarily allowed for verbal comments, which is approximately 250-300 words. Verbal comments will also be accepted during the meeting.*

## **CLOSED SESSION – 6:30 PM**

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** - *Pursuant to Government Code Section 54956.9(d)(4)*  
Town as Plaintiff

## **PLEDGE OF ALLEGIANCE AND ROLL CALL – 7:00 PM**

## **REPORT FROM CLOSED SESSION**

## **ADOPTION OF AGENDA**

## **PRESENTATIONS**

- Proclamation in recognition of National Public Works Week
- Proclamation in recognition of Mental Health Awareness Month
- Proclamation in recognition of HIP Housing 50<sup>th</sup> Anniversary
- Proclamation in recognition of Jewish American Heritage Month

## **PUBLIC COMMENTS**

Comments on the Consent Calendar and Non-Agenda Items will be heard at this time. Comments on Agenda Items will be heard when the item is called.

## **CONSENT CALENDAR**

2. Motion to Accept the Minutes from the April 27, 2022 Regular Meeting.
3. Motion to Accept the Minutes from the May 5, 2022 Special Meeting.
4. Motion to Approve Report of Checks Paid for April 2022.
5. Motion to Reconfirm Findings and Determinations Under Resolution No. 2021-33 and Assembly Bill 361 for the Continuation of Virtual Meetings.
6. Motion to Adopt an Uncodified Ordinance Adopting a Military Equipment Use Policy (second reading).
7.
  - a. Motion to Adopt a Resolution Approving First Amendment to Commercial Lease Agreement with CSG Consultants, Inc.
  - b. Motion to Adopt a Resolution Approving First Amendment to Municipal Services Contract With CSG Consultants, Inc.

## **NEW BUSINESS**

8. **MISSION ROAD CROSSWALK IMPROVEMENT PROJECT – BID PACKAGE APPROVAL**

*Consider:* Motion to Approve Bid Document Package and Authorize Staff to Advertise Notice Inviting Informal Bids for the 2022 Mission Road Crosswalk Improvement Project and Authorize the City Manager to Approve Changes to the Plan Documents as Needed or Required.

9. **MISSION ROAD LANDSCAPE PROJECT – BID PACKAGE APPROVAL**

- a. *Consider:* Motion to Approve Bid Document Package and Authorize Staff to Advertise Notice for Bids for the 2022 Mission Road Landscape Project and Authorize the City Manager to Approve Changes to the Plan Documents as Needed or Required; and
- b. *Consider:* Motion to Adopt Resolution Amending the Total Capital Project Budget for Mission Road Landscaping (908) to be \$372,200.

**REPORTS**

Mayor/City Council

City Manager

**ADJOURNMENT**

The City Council Meeting Agenda Packet and supporting documents are available for review on the Town's website [www.colma.ca.gov](http://www.colma.ca.gov) or at Colma Town Hall, 1198 El Camino Real, Colma, CA. Persons interested in obtaining an agenda via e-mail should call Caitlin Corley, City Clerk at 650-997-8300 or email a request to [ccorley@colma.ca.gov](mailto:ccorley@colma.ca.gov).

Reasonable Accommodation

Upon request, this publication will be made available in appropriate alternative formats to persons with disabilities, as required by the Americans with Disabilities Act of 1990. Any person with a disability, who requires a modification or accommodation to view the agenda, should direct such a request to Pak Lin, ADA Coordinator, at 650-997-8300 or [pak.lin@colma.ca.gov](mailto:pak.lin@colma.ca.gov). Please allow two business days for your request to be processed.



1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**  
Pursuant to Government Code Section 54956.9(d)(4)  
Town as Plaintiff

*This is a Closed Session item; there is no staff report for this item.*



**MINUTES  
REGULAR MEETING**

City Council of the Town of Colma  
Meeting Held Remotely via Zoom.us  
**Wednesday, April 27, 2022**  
**7:00 PM**

**PLEDGE OF ALLEGIANCE AND ROLL CALL**

Mayor Helen Fisicaro called the meeting to order at 7:01 p.m.

Council Present –Mayor Helen Fisicaro, Vice Mayor Raquel Gonzalez, Council Members Joanne F. del Rosario, John Irish Goodwin and Diana Colvin were all present.

Staff Present – City Manager Brian Dossey, City Attorney Christopher Diaz, Administrative Services Director Pak Lin, Chief of Police John Munsey, Director of Public Works Brad Donohue, City Engineer Cyrus Kianpour, City Planner Farhad Mortazavi, Assistant Planner Alvin Jen and City Clerk Caitlin Corley were in attendance.

The Mayor announced, "Welcome to another of our completely remote Council Meeting. As always, we are accepting public comments through email or the zoom chat function—you can email our City Clerk at ccorley@colma.ca.gov or use the chat function to let her know which item you would like to speak on. Please keep your comments to 3 minutes or less. Thank you."

**ADOPTION OF THE AGENDA**

Mayor Fisicaro asked if there were any changes to the agenda; none were requested. She asked for a motion to adopt the agenda.

**Action:** Council Member Colvin moved to adopt the agenda; the motion was seconded by Vice Mayor Gonzalez and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fisicaro, Mayor	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
John Irish Goodwin	✓				
Diana Colvin	✓				
	5	0			

**PUBLIC COMMENTS**

Mayor Fisicaro opened the public comment period at 7:03 p.m. and seeing no one come forward to speak, she closed the public comment period.

**CONSENT CALENDAR**

1. Motion to Accept the Minutes from the April 13, 2022 Regular Meeting.

2. Motion to Adopt an Ordinance Amending Chapter 2.07, Prohibited Activities at Parks and Recreational Facilities, of the Colma Municipal Code Relating to Restricting Pet Access to Public Playground Equipment (second reading).

**Action:** Council Member del Rosario moved to approve the consent calendar items #1 and 2; the motion was seconded by Mayor Fisicaro and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fisicaro, Mayor	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
John Irish Goodwin	✓				
Diana Colvin	✓				
	5	0			

## PUBLIC HEARING

### 3. AB 481 MILITARY EQUIPMENT USE POLICY FOR THE POLICE DEPARTMENT

Chief of Police John Munsey presented the staff report. Mayor Fisicaro opened the public hearing at 7:07 p.m. and seeing no one request to speak she closed the public hearing. Council discussion followed.

**Action:** Council Member Goodwin moved to Introduce and Waive Further Reading of an Uncodified Ordinance Adopting a Military Equipment Use Policy; the motion was seconded by Council Member Colvin and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fisicaro, Mayor	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
John Irish Goodwin	✓				
Diana Colvin	✓				
	5	0			

## NEW BUSINESS

### 4. WASTEWATER RATE STUDY

Director of Public Works and Planning Brad Donohue presented the staff report. Mayor Fisicaro opened the public comment period at 7:32 p.m. Resident Maureen O'Connor asked a question. The Mayor closed the public comment period at 7:35 p.m. Council discussion followed.

**Action:** Vice Mayor Gonzalez moved to Approve and Accept the Town of Colma Wastewater Rate Study 2022; the motion was seconded by Council Member del Rosario and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fiscaro, Mayor	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
John Irish Goodwin	✓				
Diana Colvin	✓				
	5	0			

## STUDY SESSION

### 5. FY 2022-23 CAPITAL BUDGET

City Manager Brian Dossey, Administrative Services Director Pak Lin and Director of Public Works and Planning Brad Donohue presented the staff report. Mayor Fiscaro opened the public comment period at 8:44 p.m. and seeing no one come forward to speak, she closed the public comment period. Council discussion followed.

This item was for discussion only; no action was taken at this meeting.

### 6. HOUSING ELEMENT UPDATE

City Planner Farhad Mortazavi and Assistant Planner Alvin Jen presented the staff report. Mayor Fiscaro opened the public comment period at 9:14 p.m. and seeing no one come forward to speak, she closed the public comment period. Council discussion followed.

This item was for discussion only; no action was taken at this meeting.

## COUNCIL CALENDARING

There will be a Special Meeting on Thursday, May 5, 2022 at 10:00 a.m. for an Israeli Flag Raising Ceremony in recognition of Israeli Independence Day.

The next Regular Meeting will be on Wednesday, May 11, 2022 at 7:00 p.m.

## REPORTS

City Manager Brian Dossey gave an update on the following topics:

- Next week is Small Business Week; the Chamber of Commerce is hosting business mixers from May 2 through May 5.
- Exciting Sustainability News: PCE awarded the Colma Town Hall Project with 2022 All-Electric Awards – Honorable Mention for the all-electric renovation of the original 1941 building and the new addition that is also powered entirely by renewable energy through the ECO100 plan.
- There will be a Closed Session on May 11, 2022 at 6:30 p.m.

## **ADJOURNMENT**

Mayor Fisicaro adjourned the meeting at 9:26 p.m.

Respectfully submitted,

Caitlin Corley  
City Clerk

**MINUTES  
SPECIAL MEETING**

City Council of the Town of Colma  
Colma Community Center  
1520 Hillside Boulevard  
Colma, CA 94014  
**Thursday, May 5, 2022  
10:00 A.M.**

**CALL TO ORDER**

Mayor Helen Fisicaro called the meeting to order at 10:09 a.m.

Council Present – Mayor Helen Fisicaro, Vice Mayor Raquel Gonzalez, Council Members John Irish Goodwin and Diana Colvin were present. Council Member Joanne F. del Rosario was absent.

Staff Present – City Manager Brian Dossey, City Attorney Chris Diaz, Chief of Police John Munsey, Director of Public Works Brad Donohue, City Clerk Caitlin Corley, and Recreation Manager Angelika Abellana were in attendance.

**WELCOME AND INTRODUCTION OF SPECIAL GUESTS**

Mayor Fisicaro welcomed everyone and introduced distinguished guests:

- Matan Zamir, Deputy Consul General of the Consulate General of Israel
- Benjamin Ruhs, Director of Family Services for Jewish Cemeteries of San Francisco, representing Hills of Eternity, Home of Peace and Salem Memorial Park
- Daniel Villa, General Manager of Sinai Memorial Chapel representing Eternal Home Cemetery
- Josh Alpert, Funeral Director of Sinai Memorial Chapel representing Eternal Home Cemetery
- Harmon Shragge Jr., President of the Board of Sinai Memorial Chapel representing Eternal Home Cemetery

**PROCLAMATION IN HONOR OF JEWISH AMERICAN HERITAGE DAY**

Mayor Fisicaro made her opening remarks. She then presented a proclamation in recognition of Jewish American Heritage Month to Matan Zamir, Deputy Consul General of the Consulate General of Israel. Deputy Consul General Zamir thanked the Mayor and Council for the honor and made brief remarks.

**RAISING OF THE FLAG OF ISRAEL**

The Mayor asked for everyone to stand, and Colma Police Officers raised the Flag of Israel.

## **ADJOURNMENT**

Mayor Fisicaro adjourned the meeting at 10:24 a.m. and invited everyone to stay for coffee and bagels.

Respectfully submitted,

Caitlin Corley  
City Clerk

Final Check List  
Town of Colma

apChkLst  
04/05/2022 9:27:19AM

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54522	4/5/2022	00002	AT&T	3/18/2022	650 624 4735 PD CENTREX PI	35.67	35.67
54523	4/5/2022	00093	CITY OF SOUTH SAN FRANCISCO	3/16/2022	TRAFFIC SIGNAL MAINTENANCE	2,513.50	2,513.50
54524	4/5/2022	00111	DEPARTMENT OF CONSERVATION	4/4/2022	SMIP FEES	30.89	30.89
54525	4/5/2022	00254	METRO MOBILE COMMUNICATIONS	4/1/2022	MAINTENANCE CONTRACT	602.00	602.00
54526	4/5/2022	00280	OFFICE DEPOT, INC.	3/16/2022	CREAMER, COFFEE/MATE, FC	379.72	
			235170319001	3/23/2022	OFFICE SUPPLIES	76.97	
			235173428001	3/23/2022	OFFICE SUPPLIES	38.62	
54527	4/5/2022	00307	PACIFIC GAS & ELECTRIC	3/24/2022	PG&E	1,923.01	495.31
54528	4/5/2022	00311	PITNEY BOWES INC.	3/16/2022	POSTAGE METER RENTAL	899.64	1,923.01
54529	4/5/2022	00631	P.E.R.S.	3/30/2022	REPLACEMENT BENEFIT COI	179.64	899.64
54530	4/5/2022	00978	CASTRO, RUDOLFO	3/28/2022	03.28.22 DEPOSIT REFUND	50.00	179.64
54531	4/5/2022	01030	STEPFORD, INC.	3/20/2022	MONTHLY CONTRACT SERVI	7,262.00	50.00
			2201187	3/16/2022	HOURS IN EXCESS OF CONT	686.25	
			2205009	3/30/2022	DNSMADEEASY SUBSCRIPTI	119.85	
54532	4/5/2022	01037	COMCAST CABLE	3/26/2022	8155 20 022 0094769 TOWN C	15,257.73	8,068.10
			April 2022	3/27/2022	8155 20 022 0097069 INTERNI	246.72	
			04/02-05/01	3/20/2022	8155 20 022 0097051 Internet	241.72	
			03/25-04/24	3/20/2022	8155 20 022 0097028 427 F ST	241.72	
			03/25-04/24	3/17/2022	8155 20 022 0002770 1520 HIL	10.94	15,998.83
54533	4/5/2022	01218	MIKE BROWN ELECTRIC CO.	3/31/2022	LOOPS: JSB/SERRA CENTER	6,370.00	6,370.00
54534	4/5/2022	01340	NAVIA BENEFIT SOLUTIONS	3/30/2022	SECTION 125 PARTICIPANT &	117.70	117.70
54535	4/5/2022	01526	GONZALEZ, VICENTE N.	3/28/2022	03.28.22 DEPOSIT REFUND	200.00	200.00
54536	4/5/2022	01687	UNITED SITE SERVICES OF	3/18/2022	STANDARD AND REGULAR SI	168.03	168.03
54537	4/5/2022	01919	COLLICUTT ENERGY SERVICES	3/30/2022	PD INSTALL GEN CONTROLLI	19,436.23	
			71038	3/25/2022	PD REMOVE & REPLACE DO	4,851.67	24,287.90
54538	4/5/2022	01995	CELETTA INVESTIGATIVE	3/29/2022	CARDROOM BACKGROUND	1,210.00	1,210.00
54539	4/5/2022	02244	CALIFORNIA BUILDING	4/4/2022	BSASRF	13.00	13.00
54540	4/5/2022	02307	STANDARD PLUMBING	3/29/2022	REGAL REPAIR KIT 3.5 CL, EE	298.95	298.95
54541	4/5/2022	02382	GONZALEZ, MARIA	3/28/2022	03.28.22 DEPOSIT REFUND	300.00	300.00
54542	4/5/2022	02499	GE CAPITAL INFORMATION	3/18/2022	A11 TOWN HALL COPY MACH	513.17	
			105992433	3/23/2022	A10 CCC COPY MACHINE	274.76	
			106000268	3/21/2022	A9 PD COPY MACHINE RENT,	274.76	1,062.69
54543	4/5/2022	02583	CRIME SCENE CLEANERS,	3/17/2022	CLEAN & DISINFECT, REMOV	78.00	78.00
54544	4/5/2022	02612	WBE NETWORK SYSTEMS,	3/24/2022	INSTALL REFLECTIVE TAPE C	28,281.70	28,281.70

## Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54545	4/5/2022	02793	DITO'S MOTORS	3/18/2022	OIL & FILTER CHANGE	85.50	85.50
54546	4/5/2022	02803	GYMDOC, INC.	2/21/2022	02.18.22 SEMI ANNUAL PREVE	135.00	135.00
54547	4/5/2022	02849	U.S. BANK PARS ACCOUNT, 6 April 2022 OPEE	4/4/2022	OPEB CONTRIBUTION	126,504.00	126,504.00
54548	4/5/2022	02877	GUERRERO, CESAR	2002240.003	03.28.22 DEPOSIT REFUND	80.00	
				3/28/2022	03.28.22 DEPOSIT REFUND	50.00	130.00
54549	4/5/2022	02935	EMCOR SERVICES-MESA ENF940007102	3/22/2022	PD TRACE & LABEL EVERY C	4,060.00	4,060.00
54550	4/5/2022	03004	PROUDCITY INC	4/4/2022	WEBSITE ANNUAL SUBSCRIF	815.04	815.04
54551	4/5/2022	03015	U.S. BANK CORPORATE PMT	03/22/22	CREDIT CARD PURCHASE	4,611.42	
				3/22/2022	CREDIT CARD PURCHASE	2,471.60	
				3/22/2022	CREDIT CARD PURCHASE	2,285.18	
				3/22/2022	CREDIT CARD PURCHASE	1,709.64	
				3/22/2022	CREDIT CARD PURCHASE	1,003.14	
				3/22/2022	CREDIT CARD PURCHASE	896.39	
				3/22/2022	CREDIT CARD PURCHASE	587.95	
				3/22/2022	CREDIT CARD PURCHASE	495.98	
				3/22/2022	CREDIT CARD PURCHASE	459.80	
				3/22/2022	CREDIT CARD PURCHASE	374.77	14,895.87
54552	4/5/2022	03170	ACTION TOWING AND ROAD	3/24/2022	TOW	300.00	300.00
54553	4/5/2022	03173	PLAN JPA	3/24/2022	CLAIMS	4,178.50	4,178.50
54554	4/5/2022	03224	DECORATIVE PLANT SERVICE	4/1/2022	MAINTENANCE GUARANTEE	157.45	157.45
54555	4/5/2022	03267	ACC BUSINESS	220698253	ETHERNET ACCESS	665.67	665.67
54556	4/5/2022	03416	GOVERNMENT JOBS.COM, INC	3/1/2022	3/1/22-08/31/22 Insight, Onboar	6,736.86	6,736.86
54557	4/5/2022	03440	BARTLE WELLS ASSOCIATES	3/23/2022	JANUARY 2022 SEWER SERV	10,129.00	10,129.00
54558	4/5/2022	03455	MALUIA, LAMONA	2002241.003	03.28.22 RENTAL FEE & DEPC	1,150.00	1,150.00
54559	4/5/2022	03456	ANNUZZI, OLGA	2002242.003	03.30.22 RENTAL FEE & DEPC	1,135.00	1,135.00
4052022	4/5/2022	00282	CALIFORNIA PUBLIC EMPLOY	1000000167467	MEDICAL INSURANCE	6,159.01	6,159.01
Sub total for TRI COUNTIES BANK:						270,421.46	

39 checks in this report.

Grand Total All Checks:

270,421.46

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54560	4/8/2022	01340	NAVIA BENEFIT SOLUTIONS 04082022 B	4/8/2022	FLEX 125 PLAN: PAYMENT	997.78	
54561	4/8/2022	01375	NATIONWIDE RETIREMENT S'04082022 B	4/8/2022	DEPENDENT CARE: PAYMENT	626.91	1,624.69
54562	4/8/2022	02377	CALIFORNIA STATE DISBURS04082022 B	4/8/2022	NATIONWIDE: PAYMENT	4,773.40	
94596	4/8/2022	00521	UNITED STATES TREASURY 04082022 M	4/8/2022	NATIONWIDE: PAYMENT	1,150.00	5,923.40
94597	4/8/2022	01360	MISSIONSQUARE RETIREMENT04082022 M	4/8/2022	WAGE GARNISHMENT: PAYM	547.84	547.84
94598	4/8/2022	00631	P.E.R.S. 04082022 M	4/8/2022	FEDERAL TAX: PAYMENT	895.27	895.27
94599	4/8/2022	00282	CALIFORNIA PUBLIC EMPLOY04082022 M	4/8/2022	ICMA CONTRIBUTION: PAYME	464.42	464.42
94600	4/8/2022	00130	EMPLOYMENT DEVELOPMEN04082022 B	4/8/2022	PERS MISC NON-TAX: PAYME	871.61	871.61
94601	4/8/2022	00521	UNITED STATES TREASURY 04082022 B	4/8/2022	APRIL 2022 ACTIVE PREMIUM	8,121.73	8,121.73
94602	4/8/2022	00282	CALIFORNIA PUBLIC EMPLOY04082022 B	4/8/2022	CALIFORNIA STATE TAX: PAY	15,421.59	15,421.59
94603	4/8/2022	00631	P.E.R.S. 04082022 B	4/8/2022	FEDERAL TAX: PAYMENT	67,786.31	67,786.31
94604	4/8/2022	01360	MISSIONSQUARE RETIREMENT04082022 B	4/8/2022	APRIL 2022 ACTIVE PREMIUM	68,427.03	68,427.03
94605	4/8/2022	00068	COLMA PEACE OFFICER'S 04082022 B	4/8/2022	PERS - BUYBACK: PAYMENT	47,511.88	47,511.88
					ICMA CONTRIBUTION: PAYME	6,232.87	6,232.87
					COLMA PEACE OFFICERS: P/	613.45	613.45
Sub total for TRI COUNTIES BANK:						224,442.09	

13 checks in this report.

Grand Total All Checks:

224,442.09

## Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54563	4/12/2022	00013	ANDY'S WHEELS & TIRES	March 2022	3/31/2022	TIRE SERVICE	80.00
54564	4/12/2022	00028	ASCAP	Jan 1 - Dec 31, 2	4/7/2022	JAN 1 - DEC 31, 2022 LICENS	403.74
54565	4/12/2022	00051	CALIFORNIA WATER SERVICE	03/28/2022	3/28/2022	WATER BILLS	6,232.35
54566	4/12/2022	00057	CINTAS CORPORATION #2	03/31/2022	3/31/2022	WATER BILL	159.52
54567	4/12/2022	00181	IEDA	4114386673	3/24/2022	REC CENTER MAT CLEANING	323.74
54568	4/12/2022	00307	PACIFIC GAS & ELECTRIC	23703	4/1/2022	LABOR RELATIONS CONSULT	1,573.00
54569	4/12/2022	00345	SMC SHERIFF'S OFFICE	03/24/2022	3/24/2022	PG&E	262.14
54570	4/12/2022	00411	TURBO DATA SYSTEMS	03/30/2022	3/30/2022	PG&E	160.92
54571	4/12/2022	00414	TERMINEX INTERNATIONAL	Aug 29-Sept 2, 2	4/6/2022	HUAYLLAPUMA BASIC TRAFF	125.00
54572	4/12/2022	00500	SMC CONTROLLERS OFFICE	37231	3/31/2022	CITATION PROCESSING	2,425.55
54573	4/12/2022	00623	ARAMARK	417682926	4/6/2022	601 F St.	83.00
54574	4/12/2022	00830	STAPLES BUSINESS CREDIT	March 2022	4/5/2022	ALLOCATION OF PARKING PE	2,795.60
54575	4/12/2022	01023	PRIORITY 1	March 2022/792	3/31/2022	#792053069 UNIFORM SERVI	437.68
54576	4/12/2022	01367	DUO DANCE ACADEMY	March 2022/860	3/31/2022	#860095830 FIRST AID SUPPL	69.60
54577	4/12/2022	01629	R. J. RICCIARDI INC., CPAS	1641135602	3/25/2022	OFFICE SUPPLIES	249.51
54578	4/12/2022	02317	CUS, ERIN	8681	3/23/2022	#1 2021 TAHOE PD EQUIPMEI	27,746.72
54579	4/12/2022	02499	GE CAPITAL INFORMATION	8682	3/23/2022	#2 2021 TAHOE PD EQUIPMEI	27,710.46
54580	4/12/2022	02712	EXPRESS PLUMBING	Jan 4-March 29,	3/29/2022	DANCE CLASSES	585.00
54581	4/12/2022	02714	MARCHETTI, DAWN	13006	3/31/2022	AUDIT SERVICES	9,783.75
54582	4/12/2022	02935	EMCOR SERVICES-MESA	01/08/22-03/05/2	4/6/2022	BOOT CAMP FITNESS	800.00
54583	4/12/2022	03022	RANGEL, LAURA	5064282776	4/1/2022	STERLING PARK COPY FEES	19.20
54584	4/12/2022	03457	TOWNSEND PUBLIC AFFAIRS	27139P	4/8/2022	EMERGENCY CALL TO COMF	2,500.00
54585	4/12/2022	03458	MSC INDUSTRIAL SUPPLY	27138P	4/8/2022	EMERGENCY CALL FOR STO	350.00
54586	4/12/2022	03459	FAST RESPONSE ON-SITE	March 26 7 29 R	3/31/2022	MARCH 26 & 29, 2022 REIMB	143.28
54587	4/12/2022	03460	DISCOUNT PLUMBING, INC.	ENE94007227	3/29/2022	#E REMOVED & REPLACED II	773.28
				2002244.003	4/6/2022	04.06.22 DEPOSIT REFUND	200.00
				18333	3/1/2022	LEGISLATIVE ADVOCACY, GF	6,000.00
				18333	4/1/2022	LEGISLATIVE ADVOCACY, GF	6,000.00
				CO49904164	4/6/2022	3/8-16 X 4 ALLOY FLAT HEAD	26.71
				TE156334	4/6/2022	APRIL 5, 2022 RESPIRATOR T	1,764.00
				25551883	12/23/2021	ACCESS MAIN DRAIN & CLEA	895.00
Sub total for TRI COUNTIES BANK:							100,678.75

25 checks in this report.

Grand Total All Checks: 100,678.75

FinalCheck List  
Town of Colma

apChkLst  
04/18/2022 10:19:18AM

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54588	4/19/2022	00004	AT&T	4/1/2022	C3-A/B-12-10-TS-01	32.67	32.67
54589	4/19/2022	00112	DEPARTMENT OF JUSTICE	4/5/2022	HR ACCOUNT #145931	49.00	49.00
54590	4/19/2022	00211	KELLY-MOORE PAINTS	3/31/2022	PAINT AND SUPPLIES	359.92	359.92
54591	4/19/2022	00307	PACIFIC GAS & ELECTRIC	4/7/2022	PG&E	2,899.09	2,899.09
54592	4/19/2022	00349	SEGALE & CERINI INC.	3/31/2022	LANDSCAPE SERVICES	19,023.00	
				3/31/2022	PLANTING AT JSB ENTRY SIG	2,970.00	
				3/31/2022	IRRIGATION REPAIRS	125.00	22,118.00
				3/31/2022	LAB FEES	618.00	618.00
				4/14/2022	PEST CONTROL	258.00	
				4/14/2022	601 F St.	83.00	341.00
				3/18/2022	PAVEMENT MANAGEMENT TI	3,000.00	3,000.00
				3/25/2022	TREE SERVICE	5,285.00	6,610.00
				3/24/2022	TREE SERVICE	1,325.00	1,458.10
				4/8/2022	#7 SETINA ALUMINUM PUSHE	1,458.10	506.47
				3/31/2022	UNIFORMS	506.47	350.00
				5/1/2022	VERANO OWNERS ASSOCIAT	350.00	350.00
				4/11/2022	1660B REFUND C&D (03/22)	1,000.00	1,000.00
				4/13/2022	TUTORING	1,570.00	1,570.00
				3/31/2022	PD GASOLINE PURCHASES 2	3,260.06	
				4/10/2022	PD GASOLINE PURCHASES 1	3,259.52	
				3/20/2022	PD GASOLINE PURCHASES 1	2,501.60	
				3/31/2022	RECREATION GASOLINE PUF	93.23	9,114.41
				4/11/2022	04.11.22 DEPOSIT REFUND	300.00	300.00
				4/11/2022	04.11.22 DEPOSIT REFUND	50.00	50.00
				4/11/2022	04.11.22 DEPOSIT REFUND	50.00	50.00
				4/6/2022	OIL & FILTER CHANGE. REPL	547.03	
				4/6/2022	OIL & FILTER CHANGE	52.61	599.64
				4/1/2022	RIMS INTERNET W/SSF	400.00	400.00
				4/1/2022	REPAIR OF C.L FENCE & GAT	1,725.00	1,725.00
				4/15/2022	HRA RETIREES	56,135.05	56,135.05
				3/31/2022	PW GAS PURCHASES	406.62	406.62
				4/12/2022	CLAIMS	30,822.55	30,822.55
				4/6/2022	PW PURCHASES	1,353.89	1,353.89
				4/2/2022	WIRELESS	1,926.32	1,926.32

## Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54614	4/19/2022	03391	Perez, MARCOS	11/30/2021	REPLACES VOID CHECK #54(	17.95	17.95
54615	4/19/2022	03392	ROMEO PACKING COMPANY 156405	4/6/2022	Ranger Pro 2.5 gal (3 Cases)	814.84	814.84
54616	4/19/2022	03440	BARTLE WELLS ASSOCIATES617B-1001	3/23/2022	JAN& FEB 2022 SEWER RATE	8,060.00	8,060.00
54617	4/19/2022	03461	1000BULBS.COM W03137622	4/4/2022	TCP-11087 2700 LUMENS-18\	286.53	286.53
54618	4/19/2022	03462	AMBASSADOR THEATRE GRC83997	3/23/2022	06.25.22 HARRY POTTER & T	1,975.00	1,975.00
Sub total for TRI COUNTIES BANK:						154,950.05	

31 checks in this report.

Grand Total All Checks: 154,950.05

## Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54619	4/19/2022	00311	PITNEY BOWES INC.	4/18/2022	FOLDING MACHINE RENTAL	507.00	507.00
54620	4/19/2022	00563	PETTY CASH	4/15/2022	04.13.22 NOTARY SERVICES	55.00	55.00
54621	4/19/2022	01037	COMCAST CABLE	4/11-5/10 601 F : 4/7/2022	8155 20 022 0096715 601 F ST	113.72	113.72
54622	4/19/2022	01183	BEST BEST & KRIEGER LLP	4/14/2022	CITY ATTORNEY SERVICES	20,117.00	
				4/14/2022	CITY ATTORNEY SPECIAL SE	8,661.10	28,778.10
54623	4/19/2022	01919	COLLICUTT ENERGY SERVICE	4/14/2022	PD ANNUAL SERVICE, 2 LOAI	1,800.26	
				4/14/2022	TOWN HALL ANNUAL SERVIC	1,698.10	3,498.36
54624	4/19/2022	03034	FLEX ADVANTAGE	3/31/2022	FLEX PROCESSING FEES	195.00	195.00
54625	4/19/2022	03463	ROS, CHRISTINE	4/18/2022	04.11.22 EGGSTRAVAGANZA	6.00	6.00
Sub total for TRI COUNTIES BANK:							33,153.18

7 checks in this report.

Grand Total All Checks:

33,153.18

## Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54626	4/22/2022	00047	C.L.E.A.	4/22/2022	B CLEA: PAYMENT	196.00	196.00
54627	4/22/2022	01340	NAVIA BENEFIT SOLUTIONS	4/22/2022	B FLEX 125 PLAN: PAYMENT	997.78	
				4/22/2022	B DEPENDENT CARE: PAYMENT	626.91	1,624.69
54628	4/22/2022	01375	NATIONWIDE RETIREMENT S	4/22/2022	B NATIONWIDE: PAYMENT	4,773.40	4,773.40
54629	4/22/2022	02224	STANDARD INSURANCE COM	4/22/2022	B LIFE INSURANCE: PAYMENT	437.00	437.00
54630	4/22/2022	02377	CALIFORNIA STATE DISBURS	4/22/2022	B WAGE GARNISHMENT: PAYM	547.84	547.84
94607	4/22/2022	00130	EMPLOYMENT DEVELOPMEN	4/22/2022	B CALIFORNIA STATE TAX: PAY	15,996.78	15,996.78
94608	4/22/2022	00521	UNITED STATES TREASURY	4/22/2022	B FEDERAL TAX: PAYMENT	70,669.26	70,669.26
94609	4/22/2022	00631	P.E.R.S.	4/22/2022	B PERS - BUYBACK: PAYMENT	46,915.44	46,915.44
94610	4/22/2022	01360	MISSIONSQUARE RETIREMEN	4/22/2022	B ICMA CONTRIBUTION: PAYME	6,232.87	6,232.87
94611	4/22/2022	00068	COLMA PEACE OFFICER'S	4/22/2022	B COLMA PEACE OFFICERS: P/	613.45	613.45
Sub total for TRI COUNTIES BANK:						148,006.73	

10 checks in this report.

Grand Total All Checks: 148,006.73

apChkLst

04/25/2022 8:10:50AM

Final Check List  
Town of Colma

Page: 1

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54631	4/25/2022	00174	HOME DEPOT CREDIT SERV\03/30/2022	3/30/2022	PW SUPPLY PURCHASES	680.28	680.28
Sub total for TRI COUNTIES BANK:						680.28	680.28

Page: 1

1 checks in this report.

Grand Total All Checks:

680.28

## Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54632	4/26/2022	00003	A. S. F. ELECTRIC	9813	4/18/2022	NEW LED LIGHTS ON THE EX	1,689.45
54633	4/26/2022	00004	AT&T	9786	4/18/2022	INSTALL POWER & PHOTOEL	649.75
54634	4/26/2022	00020	ASSOCIATED SERVICES INC	000018048683	4/13/2022	C3-A/B-12-10-TS-01	1,506.89
				122040029	4/1/2022	WATERLOGIC RENTAL	40.00
				122040028	4/1/2022	MTN H/C BWC	9.00
54635	4/26/2022	00051	CALIFORNIA WATER SERVICE	1727052702	4/14/2022	CA WATER	265.98
54636	4/26/2022	00117	DELTA DENTAL OF CALIFORNIA	BE004927283	5/1/2022	DENTAL INSURANCE	13,738.60
54637	4/26/2022	00149	FASTRAK VIOLATION PROCES	T822203889547	4/5/2022	REDUCED TOLL	1.90
				T842203960155	4/5/2022	REDUCED TOLL	1.00
54638	4/26/2022	00236	LAURETTA PRINTING COMPAN	32726	4/18/2022	500 ENVELOPES CAP. BOND	282.43
54639	4/26/2022	00280	OFFICE DEPOT, INC.	238806148001	4/8/2022	OFFICE SUPPLIES	20.61
54640	4/26/2022	00307	PACIFIC GAS & ELECTRIC	04/19/2022	4/19/2022	1198 EL CAMINO	3,958.69
				04/07/2022	4/7/2022	PG&E	1,534.89
				04/07/2022	4/7/2022	PG&E	94.40
54641	4/26/2022	00412	TELECOMMUNICATIONS ENG	47600	4/10/2022	Facilities Mgmt & Maintenance	1,515.00
54642	4/26/2022	00432	VISION SERVICE PLAN	814959188	4/19/2022	VISION SERVICE PLAN	1,080.66
				814959191	4/19/2022	VSP COBRA	25.73
54643	4/26/2022	00433	GRAINGER INC	9287519798	4/21/2022	PAVEMENT MARKER, BLUE, 4	901.69
54644	4/26/2022	00534	SMC INFORMATION SERVICE	1YCL12203	3/31/2022	MICROWAVE MUX DSO	82.25
54645	4/26/2022	01030	STEPFORD, INC.	2201253	4/20/2022	MONTHLY CONTRACT SERVI	7,205.00
				2201207	4/14/2022	04/15/22-04/14/23 HP HARDW.	2,472.00
				2201217	4/20/2022	NEW LASERFICHE SERVER I	249.99
				2201213	4/20/2022	365 BACKUP- VEEAM	236.40
				2201214	4/20/2022	365 BACKUP- VEEAM	236.40
				2201226	4/20/2022	365 BACKUP- VEEAM	236.40
54646	4/26/2022	01036	MANAGED HEALTH NETWORK	IPRM-071417	4/16/2022	EMPLOYEE ASSISTANCE PRO	99.20
54647	4/26/2022	01037	COMCAST CABLE	04/17-05/16	4/12/2022	8155 20 022 0188769 HD TECI	44.58
54648	4/26/2022	01399	WESTLAKE ECO SOFT TOUCI	March 2022	4/1/2022	PD CAR WASH	11.95
54649	4/26/2022	01565	BAY CONTRACT MAINTENAN	April 2022	4/10/2022	JANITORIAL SERVICES	7,702.13
54650	4/26/2022	01653	KAISER PERMANENTE MEDIC	March 2022	4/9/2022	HEALTH & SAFETY SERVICES	763.00
54651	4/26/2022	01687	UNITED SITE SERVICES OF	114-13020954	4/15/2022	STANDARD AND REGULAR SI	168.03
54652	4/26/2022	02224	STANDARD INSURANCE COM	May 2022	4/14/2022	LIFE INSURANCE	222.07
54653	4/26/2022	02402	COMMERCIAL SPEEDOMETER	13547	4/13/2022	LABOR TO CHECK SPEEDOM	312.00
54654	4/26/2022	02499	GE CAPITAL INFORMATION	106061752	4/8/2022	A12 STERLING PARK COPY N	76.15

## Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54655	4/26/2022	02606	F. FERRANDO & CO.	4/7/2022	JSB AT POLE #270 REMOVE &	3,984.00	3,984.00
54656	4/26/2022	02827	CORODATA SHREDDING, INC.DN1358758	3/31/2022	SHREDDING SERVICE	111.74	111.74
54657	4/26/2022	02827	CORODATA SHREDDING, INC.RS3373276	3/31/2022	STORAGE, PICKUP/DELIVER	105.34	105.34
54658	4/26/2022	02935	EMCOR SERVICES-MESA ENE940007516	4/13/2022	REPLACE CIRCUIT BOARD, B	1,420.00	1,420.00
54659	4/26/2022	03061	NICK BARBIERI TRUCKING, LI2323181	4/15/2022	PW GAS PURCHASES 1-15	408.13	408.13
54660	4/26/2022	03117	KITTELSON & ASSOCIATES, II0122145	11/2/2022	OCTOBER 2021 COLMA GPU	1,522.50	
			0122969	12/21/2021	NOVEMBER 2021 COLMA GPI	483.75	2,006.25
54661	4/26/2022	03464	SCHOFIELD, DAREN C.	4/13/2022	MAY 3, 2022 EXHAUST ENFOI	175.00	175.00
54662	4/26/2022	03465	MCMILLAN ELECTRIC	4/25/2022	Council Chamber AV System	3,020.00	3,020.00
Sub total for TRI COUNTIES BANK:							58,664.68

31 checks in this report.

Grand Total All Checks:

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58,664.68





# STAFF REPORT

TO: Mayor and Members of the City Council  
FROM: Christopher J. Diaz, City Attorney  
VIA: Brian Dossey, City Manager  
MEETING DATE: May 11, 2022  
SUBJECT: Motion to Reconfirm Findings and Determinations Under Resolution No. 2021-33 and Assembly Bill 361 for the Continuation of Virtual Meetings

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## RECOMMENDATION

Staff recommends that the City Council make the following motion:

MOTION TO RECONFIRM FINDINGS AND DETERMINATIONS UNDER RESOLUTION NO. 2021-33 AND ASSEMBLY BILL 361 FOR THE CONTINUATION OF VIRTUAL MEETINGS

## EXECUTIVE SUMMARY

On March 17, 2020, in the face of the COVID-19 pandemic, Governor Gavin Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means.

The provisions in the Brown Act that were suspended by the Governor's Executive Order are contained at Government Code Section 54953(b)(3) and require that when teleconferencing is used, outside of a statewide emergency, that the following occur:

- An agenda is required to be posted at all locations, including any teleconference locations
- Each teleconference location must be identified on the actual agenda
- Each teleconference location shall be accessible to the public
- A quorum of the legislative body must be in the jurisdiction

With the Governor's Executive Order, the four above requirements were suspended allowing councilmembers to not have to post an agenda at their teleconference location, not have to identify their location on the meeting agenda, not have to ensure public accessibility at the teleconference location, and the legislative body did not need a quorum in the jurisdiction. As the

City Council is well aware, this allowed City Council meetings to be conducted by Zoom with councilmembers, staff, and the public, all joining from remote virtual locations.

The suspension of certain provisions of the Brown Act was further extended by the Governor on June 11, 2021 by the issuance of Executive Order N-08-21 which continued to allow for complete virtual meetings until September 30, 2021.

With the expiration of the Governor's Executive Order along with the uncertainty that surrounded the Governor's potential recall, the State Legislature also took the remote meeting issue into its own hands through the adoption of Assembly Bill 361, which is explained more in depth in the Analysis section below.

On October 13, 2021 the City Council adopted Resolution No.2021-33 making findings under AB 361 that state or local officials continue to recommend social distancing measures to prevent the spread of COVID-19 and including reference in particular to Cal-OSHA regulation 3205, which recommends physical distancing in the workplace. By motion and majority vote, the City Council may renew the findings of Resolution No. 2021-33 to continue to hold virtual meetings pursuant to AB 361.

## **ANALYSIS**

On September 16, 2021, the Governor signed AB 361, which allows legislative bodies to meet virtually provided there is a state of emergency declared by the Governor, and either:

- (1) state or local officials have imposed or recommended measures to promote social distancing; or
- (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

The Governor by executive order signed on September 20, 2021, suspended the effective date of AB 361 to October 1, 2021. As a result, if the City desires to have virtual meetings on or after October 1, 2021, it must do so consistent with the requirements of AB 361.

AB 361 preserves many of the provisions of the earlier executive orders, including the suspension of the four teleconferencing requirements noted above, while also adding new requirements to the management of remote and teleconference public meetings in order to better achieve the levels of transparency that the Brown Act demands. Specifically, AB 361 imposes two new rules on remote public meetings:

1. Local governments and agencies hosting teleconference meetings in lieu of traditional in-person public meetings must permit direct public comment during the teleconference, and must leave open the opportunity for public comment until the comment period for a given item is closed during the ordinary course of the meeting. The opportunity to make public comment must be of a sufficient duration so as to allow actual public participation.
2. Any action by the governing body during a public teleconference meeting must occur while the agency is actively and successfully broadcasting to members of the public through a call-in option or an internet-based service option. If a technical disruption within the

agency's control prevents members of the public from either viewing the meeting of the public agency, or prevents members of the public from offering public comment, the agency must cease all action on the meeting agenda until the disruption ends and the broadcast is restored. Action taken during an agency-caused disruption may be challenged as a violation of the Brown Act.

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the City Council must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials continue to recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees.

The above conditions continue to exist at this time, and staff recommends the City Council by motion reconfirm the findings and determinations made in Resolution No. 2021-33 so that the City Council may continue to meet virtually under AB 361.

Lastly, it is important to note that AB 361 is optional. If the City Council wishes, it may meet in person. In addition, hybrid meetings are permissible where Council attends in person and the public attends remotely via Zoom.

## **FISCAL IMPACT**

The City Council's motion to continue with virtual meetings will maintain the status quo and no financial impact is anticipated.

## **ENVIRONMENTAL ISSUES**

The City Council's approval of a motion to reconfirm findings does not constitute a project under the California Environmental Quality Act (CEQA) Guideline 15378(b)(5) as it constitutes an organizational or administrative activity of the government that will not result in direct or indirect physical changes in the environment. Further, virtual meetings are likely to reduce certain impacts associated with vehicular travel related to in-person public meetings.

## **RECOMMENDATION**

Move to reconfirm the findings and determinations made in Resolution No. 2021-33 and under Assembly Bill 361 for the continuation of virtual meetings.



**ORDINANCE NO. \_\_\_\_**  
**OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**AN UNCODIFIED ORDINANCE ADOPTING  
A MILITARY EQUIPMENT USE POLICY**

The City Council of the Town of Colma does ordain as follows:

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**ARTICLE 1. FINDINGS, PURPOSE AND AUTHORITY**

The City Council of the Town of Colma finds:

(a) On September 30, 2021 Governor Newsom signed a series of policing reform legislation items into law. These laws are aimed at increasing police transparency, and Assembly Bill ("AB") 481 in particular requires law enforcement agencies to adopt a special or military equipment use policy ("Policy") prior to taking certain actions relating to the funding, acquisition, or use of military equipment as defined by the law. The Policy must be adopted by ordinance at a regular meeting of the governing body (the City Council) for that agency; and

(b) AB 481 requires adoption of the Policy before the law enforcement agency can take action to request military equipment as defined by the statute; seek funds (such as grants or in-kind donations) for acquiring military equipment; actually acquire military equipment, either permanently or temporarily by owning, borrowing, or leasing; collaborate with other law enforcement agencies to deploy or use military equipment in the agency's territorial jurisdiction; use new or existing military equipment in a manner not previously subject to AB 481's scope; solicit or respond to a proposal for, or enter into an agreement with, any person or entity to seek funds for, apply for, acquire, use, or collaborate in using military equipment; or to acquire military equipment through any other means not specifically detailed in the statute; and

(c) To continue to use military equipment acquired prior to January 1, 2022, the law enforcement agency must commence the process of adopting the Policy no later than May 1, 2022; and

(d) In accordance with AB 481, the proposed Policy has been made available on the Police Department's website within 30 days of the public hearing by the City Council to adopt the Policy. Once adopted, the Policy will be made publicly available on the Police Department's website for as long as the covered military equipment is available for use; and

(e) In accordance with AB 481, the Policy is being placed on the agenda as an open session item at a regular meeting of the City Council, and public comment on the item will be allowed in accordance with the Brown Act; and

(f) This Ordinance shall be reviewed by the City Council at least annually, and based on an annual military equipment report that must be submitted to the City Council pursuant to AB 481, the City Council shall determine whether each type of military equipment identified in the report has complied with the standards for continued approval. If the City Council cannot make such a determination, it shall either disapprove a renewal of the authorization for that type of equipment, or require modifications to the Policy in a manner to resolve the lack of compliance.

Pursuant to Government Code § 7071(d)(1), as may be amended or renumbered from time to time, the City Council hereby makes the following findings in support of its adoption of the Policy:

- (1) The military equipment identified in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- (2) The proposed Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
- (3) If the Police Department purchases military equipment pursuant to the Policy, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

In accordance with AB 481, the Policy attached hereto as Exhibit "A" and incorporated in full by reference is hereby adopted by the City Council.

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#### **ARTICLE 8. SEVERABILITY**

If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

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#### **ARTICLE 9. CEQA COMPLIANCE**

The City Council finds that the changes made to the Codes are exempt from environmental review requirements pursuant to California Environmental Quality Act ("CEQA") Section 15378(b)(5) because adoption of this Ordinance is not a project. The Ordinance is an organizational or administrative activity of the government that will not result in direct or indirect physical changes in the environment.

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#### **ARTICLE 10. EFFECTIVE DATE**

This ordinance shall take effect 30 days after adoption.

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### Certification of Adoption

I certify that the foregoing Ordinance No. \_\_\_\_ was duly introduced at a regular meeting of the City Council of the Town of Colma held on April 27, 2022, and adopted at a regular meeting of the City Council of the Town of Colma held on \_\_\_\_\_, 2022, by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fisicaro, Mayor					
Diana Colvin					
Raquel Gonzalez					
Joanne F. del Rosario					
John Irish Goodwin					
<i>Voting Tally</i>					

Dated: \_\_\_\_\_

\_\_\_\_\_  
Helen Fisicaro, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk

## **Exhibit A**

Colma Police Department Military Equipment Policy Attached

# Military Equipment

## 706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment pursuant to Assembly Bill 481 ("AB 481") (Government Code § 7070; Government Code § 7071; Government Code § 7072).

### 706.1.1 DEFINITIONS

Definitions related to this policy, pursuant to Government Code § 7070, include the following:

**Governing body** – The Town of Colma City Council ("City Council").

**Law enforcement agency** – The Town of Colma's Police Department.

**Military equipment** – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue handguns.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

# Colma Police Department

## Colma PD Policy Manual

### *Military Equipment*

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#### **706.2 POLICY**

It is the policy of the Colma Police Department that members of this department comply with the provisions of AB 481 with respect to military equipment.

#### **706.3 MILITARY EQUIPMENT COORDINATOR**

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the City Council for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of the Colma Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
  - 1. Publicizing the details of the meeting.
  - 2. Preparing for public questions regarding the department's funding, acquisition, and use of military equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

#### **706.4 MILITARY EQUIPMENT INVENTORY**

A list of equipment currently held by the Department or in coordination with another local agency is attached to this policy as Exhibit "A" and incorporated into this policy by reference. The inventory list will be updated each year as part of the annual report required pursuant to AB 481.

#### **706.5 MILITARY EQUIPMENT USAGE GUIDELINES**

The Colma Police Department recognizes that critical incidents are unpredictable and can be very dynamic in nature. A variety of military equipment options can greatly assist incident commanders, officers, and specific units in bringing those incidents to a swift resolution in a safe manner. The use of military equipment is restricted for use only in certain instances and in some cases only by certain units. While this procedure is wide-ranging, it is not all inclusive. There may be instances wherein unpredictable critical incidents demand the need for incident commanders to authorize military equipment to be used in a manner not outlined within this procedure. In scrutinizing those particular instances, the judgment of the incident commander influenced by the totality of the circumstances, public safety, officer safety, civil rights, and information available at the time will be used.

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It is incumbent upon incident commanders, supervisors, individual officers, and specific units to recognize the particular circumstances wherein military equipment should be employed to enhance the safety of the public and officers, and to bring a critical incident to a safe resolution. Exhibit A identifies the various types, descriptions, and guidelines for usage of military equipment currently employed by the Colma Police Department.

Please note that all manufacturer descriptions contained within Exhibit A are referenced via publicly accessible website source citations. The website source citations utilized in this policy are for military equipment descriptive purposes only, and are not an endorsement by the Town or the Colma Police Department of a particular product or vendor.

#### **706.6 APPROVAL**

The Chief of Police or the authorized designee shall obtain approval from the City Council by way of an ordinance adopting this military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the City Council prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the City Council.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

#### **706.7 COORDINATION WITH OTHER JURISDICTIONS**

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

#### **706.8 ANNUAL REPORT**

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the City Council for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

# Colma Police Department

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### *Military Equipment*

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The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory. "Type" of military equipment is defined to mean "each item that shares the same manufacturer model number." (Government Code § 7070(f).)

#### **706.9 COMMUNITY ENGAGEMENT**

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

# Colma Police Department

## Colma PD Policy Manual

### Military Equipment

#### Exhibit "A"

#### Military Equipment Inventory

#### Equipment Owned and Utilized by Colma Police Department

<b>Equipment Type:</b> Semiautomatic Patrol Rifles and Projectiles - CA Gov't Code §7070(c)(10)	
<b>Quantity Owned/Sought:</b> 10 owned	<b>Lifespan:</b> Approximately 15 years or 20,000 rounds
<b>Equipment Capabilities:</b> The Colt M4 Carbine (AR-15) semi-automatic rifle fires 5.56 x 45mm (.223 caliber) ammunition and is capable of firing at greater distances and with greater accuracy than Department issued pistols.	
<b>Manufacturer Product Description:</b> Colt M4 Carbine (AR-15): Built for the demanding use of those who protect our communities every day, the Colt M4 Carbine Patrol Rifle is the next evolution in the world's most dependable, thoroughly field-tested patrol rifle. It is a lightweight, magazine-fed, gas-operated semi-automatic rifle. It is the semi-automatic version of the M16 rifle sold for the civilian and law enforcement markets in the United States. The Colt M4 Carbine Patrol Rifle reestablishes the Colt AR-15® as the finest tool for local, regional, and national law enforcement agencies. .	
<b>Purpose/Authorized Uses:</b> Officers may deploy the patrol rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed.	
<b>Fiscal Impacts:</b> The cost of the rifles, magazines, optics, slings, and accessories was approximately \$22,000. The rifles and associated equipment/accessories have been purchased in batches at different times and for different costs as needed to replace damaged/outdated equipment.	
<b>Legal/Procedural Rules Governing Use:</b> All applicable Local, State, and Federal laws governing police use of force. All applicable Colma Police Department Policies on Use of Force and Firearms.	
<b>Training Required:</b> Officers must successfully complete a CA POST certified 24-hour patrol rifle course as well as annual Department firearms training and qualifications as required by law and policy.	
<b>Other Notes:</b> These rifles are standard issue service weapons for our officers and therefore exempt from this Military Equipment Use Policy per CA Gov't Code §7070 (c)(10). They have been included in this document in an abundance of caution and in the interest of transparency.	

<b>Equipment Type:</b> 40mm Launchers and Kinetic Energy Munitions - CA Gov't Code §7070(c)(14)	
<b>Quantity Owned/Sought:</b> 2 owned	<b>Lifespan:</b> Approximately 15 years
<b>Equipment Capabilities:</b> The Defense Technology 40mm LMT is a single-shot launcher capable of firing 40mm kinetic energy munitions, also commonly referred to as specialty impact munitions (SIM), which are less-lethal projectiles. The Colma Police Department does not utilize the device to insert chemical agents.	
<b>Manufacturer Product Description:</b> Defense Tech 40mm LMT Single Launcher: Manufactured exclusively for Defense Technology®, the 40LMTS is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two-point sling attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail	

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### Military Equipment

Mounting System will accept a wide array of enhanced optics/sighting systems.

Defense Tech Exact Impact 40mm Standard Range Sponge Round: The eXact iMpa<sup>TM</sup> 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consists of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for Crowd Control, Patrol, and Tactical Applications.

**Purpose/Authorized Uses:** The 40mm Launchers, kinetic energy munitions, are intended for use as a less-lethal force response option.

**Fiscal Impacts:** The initial cost of the 40mm launchers and optics was approximately \$3,280. Maintenance is conducted by trained and authorized Departmental staff. The ongoing costs for munitions will vary.

**Legal/Procedural Rules Governing Use:** All applicable Local, State, and Federal laws governing police use of force. All applicable Colma Police Department Policies on Use of Force and Firearms.

**Training Required:** Officers must complete a department 40mm course as well as regular training and qualifications as required by law and policy.

**Equipment Type:** OC Pepper Ball Launcher and Ammunition - CA Gov't Code §7070(c)(12)

**Quantity Owned/Sought:** 2 owned

**Lifespan:** Varies on weather and storage conditions

**Manufacturer Product Description:** The Variable Kinetic System is a multi-payload, long-range, semi-automatic launcher with adjustable kinetics. Because it mirrors the AR-15 platform, many departments find that it's easy to adopt and integrate this less lethal platform into their arsenal of resources. Weight: 6.2lbs/2.8kg Caliber: .68 Length: 31"/78cm Height: 13"/33cm Action: Semi-auto Power: HPA Capacity: 10/15/180\* Kinetic Impact: 7.3-20.6ft lb/10-28J

Features: Solid Reinforced Construction • Round and VXR<sup>TM</sup> Projectile Compatible Magazine • Feeds 20+ Projectiles Per Second with EL-2<sup>TM</sup> Hopper • No Recoil • Flip Safety Switch • SplitShot<sup>TM</sup> Compatible • MIL-STD-1913 Rail Platform • Maximum Range of 150ft

Dual Feed System: The dual feed allows the user to quickly switch between "Hopper Mode" and "Magazine Mode" during an operation for optimum versatility. Dual Air System: Choose between the HPA butt-stock 13ci tank or remote airline to tank of choice.

Ammunition: LIVE, The basic PepperBall<sup>®</sup> projectile, it contains 2% PAVA, and is excellent for direct impact and area saturation, especially in confined, interior spaces. LIVE – X, Our most potent and powerful concentration of PAVA pepper powder. One round of LIVE-X<sup>TM</sup> contains the equivalent PAVA irritant chemical agent in 10 regular PepperBall<sup>®</sup> LIVE<sup>TM</sup> rounds.

**Purpose/Authorized Uses:** OC Pepper Ball applications are intended for use as a less-lethal force response option. They can be deployed by trained Department personnel for purposes and situations where lesser means are reasonably believed to be ineffective or involve substantial more risk to Department personnel.

**Fiscal Impacts:** The cost of the system is approximately \$3100. There are no associated maintenance costs.

**Legal/Procedural Rules Governing Use:** All applicable Local, State, and Federal laws

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## *Military Equipment*

governing police use of force. All applicable Colma Police Department Policies on Use of Force.

**Training Required:** Officers must complete a department course as well as regular training and qualifications as required by law and policy.

### **Equipment Owned and Utilized by Daly City Police Department's Regional SWAT TEAM**

<b>Equipment Type:</b> Unmanned Aircraft Systems (UAS/Drones) – CA Gov't Code §7070(c)(1)	
<b>Quantity Owned/Sought:</b> 2 owned	<b>Lifespan:</b> Approximately 5 years
<b>Equipment Capabilities:</b> Remotely piloted aerial vehicles capable of providing live and recorded video images captured from aerial positions, including images enhanced by optical zoom lenses.	
<b>Manufacturer Product Description:</b> DJI Phantom 4 Pro V2: Featuring a 1-inch CMOS sensor that can shoot 4K/60fps videos and 20MP photos, the Phantom 4 Pro V2.0 grants filmmakers absolute creative freedom. The OcuSync 2.0 HD transmission system ensures stable connectivity and reliability, five directions of obstacle sensing ensure additional safety, and a dedicated remote controller with a built-in screen grants even greater precision and control. <sup>[1]</sup> A wide array of intelligent features makes flying that much easier. The Phantom 4 Pro V2.0 is a complete aerial imaging solution, designed for the professional creator.  The onboard camera features a 1-inch 20MP CMOS sensor and a mechanical shutter, eliminating rolling shutter distortion. An advanced sensor and impressive processing capture every detail and provide the image data needed for advanced post-production.  The Phantom 4 Pro V2.0 camera has an optimized f/2.8 wide-angle lens, ensuring consistently detailed photos and videos that remain vivid and sharp while maintaining color accuracy.	
<b>Purpose/Authorized Uses:</b> UAS/Drones may be utilized to enhance the Department's mission of protecting lives and property when other means and resources are not available or are less effective. Current uses for the UAS/Drones include traffic collision investigations and/or urgent community safety needs.	
<b>Fiscal Impacts:</b> The initial costs of equipment, licensing, software and training was approximately \$17,830. Ongoing costs associated with UAS operation and maintenance is estimated to be approximately \$300 per year.	
<b>Legal/Procedural Rules Governing Use:</b> Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.	
<b>Training Required:</b> Prior to piloting any UAS/Drone, staff members must secure an FAA Remote Pilot License and complete all training required by the FAA.	
<b>Other Notes:</b> None.	

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### Military Equipment

<b>Equipment Type:</b> Unmanned Aircraft Systems (UAS/Drones) – CA Gov't Code §7070(c)(1)	
<b>Quantity Owned/Sought:</b> 2 owned	<b>Lifespan:</b> Approximately 5 years
<b>Equipment Capabilities:</b> Remotely piloted aerial vehicles capable of providing live and recorded video images captured from aerial positions, including images enhanced by optical zoom lenses.	
<p><b>Manufacturer Product Description:</b> DJI Phantom 4 Pro V2: Featuring a 1-inch CMOS sensor that can shoot 4K/60fps videos and 20MP photos, the Phantom 4 Pro V2.0 grants filmmakers absolute creative freedom. The OcuSync 2.0 HD transmission system ensures stable connectivity and reliability, five directions of obstacle sensing ensure additional safety, and a dedicated remote controller with a built-in screen grants even greater precision and control. <sup>[1]</sup> A wide array of intelligent features makes flying that much easier. The Phantom 4 Pro V2.0 is a complete aerial imaging solution, designed for the professional creator.</p> <p>The onboard camera features a 1-inch 20MP CMOS sensor and a mechanical shutter, eliminating rolling shutter distortion. An advanced sensor and impressive processing capture every detail and provide the image data needed for advanced post-production.</p> <p>The Phantom 4 Pro V2.0 camera has an optimized f/2.8 wide-angle lens, ensuring consistently detailed photos and videos that remain vivid and sharp while maintaining color accuracy.</p>	
<b>Purpose/Authorized Uses:</b> UAS/Drones may be utilized to enhance the Department's mission of protecting lives and property when other means and resources are not available or are less effective. Current uses for the UAS/Drones include traffic collision investigations and/or urgent community safety needs.	
<b>Fiscal Impacts:</b> The initial costs of equipment, licensing, software and training was approximately \$17,830. Ongoing costs associated with UAS operation and maintenance is estimated to be approximately \$300 per year.	
<b>Legal/Procedural Rules Governing Use:</b> Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.	
<b>Training Required:</b> Prior to piloting any UAS/Drone, staff members must secure an FAA Remote Pilot License and complete all training required by the FAA.	
<b>Other Notes:</b> None.	

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### Military Equipment

<b>Equipment Type:</b> Unmanned, remotely piloted, powered ground vehicles - CA Gov't Code §7070(c)(1)	
<b>Quantity Owned/Sought:</b> 1 owned	<b>Lifespan:</b> Approximately 7-10 years
<b>Equipment Capabilities:</b> The Robotex Avatar II is a small robotic vehicle capable of being remotely navigated through a variety of environments to provide scene information and intelligence in the form of video and still images transmitted to the user.	
<b>Manufacturer Product Description:</b> The Avatar® II is a compact, lightweight robotic platform that is part of the RoboteX Avatar® Series. Designed from the ground up for portability, expandability, and ease-of-use, the Avatar® II serves as a useful tool for a variety of users. The Avatar® II can be customized with a variety of plug-and-play accessories. These accessories facilitate use of the robot in a variety of scenarios, including CBRNE, EOD, and personal security settings. Visit <a href="http://www.robotex.com/build-a-robot">www.robotex.com/build-a-robot</a> or contact your Account Manager for more information.	
<b>Purpose/Authorized Uses:</b> To enhance the safety of potentially dangerous situations by providing first responders with the ability to capture video and still images of hazardous areas prior to, or in lieu of, sending in personnel.	
<b>Fiscal Impacts:</b> The initial cost of this equipment was approximately \$12,500. There are no ongoing costs associated with its operation and maintenance.	
<b>Legal/Procedural Rules Governing Use:</b> The use of unmanned, remotely piloted, powered ground vehicles potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to all applicable privacy laws and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure).	
<b>Training Required:</b> The Daly City Police Department SWAT Team provides internal training for officers before they are permitted to pilot this robotic vehicle.	
<b>Other Notes:</b> None.	

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### *Military Equipment*

<b>Quantity Owned/Sought:</b> 1 possessed, but not owned	<b>Lifespan:</b> Varies on usage
<b>Equipment Capabilities:</b> The Lenco Bearcat G1 is a tactical armored vehicle capable of transporting 8-10 officers and equipment during tactical and recovery operations, offering ballistic protection and other features to enhance the safety of involved personnel during potential high-risk tactical and recovery operations.	
<b>Manufacturer Product Description:</b> The Lenco BearCat G1 is the standard tactical armored vehicle for special operations units within the US Law Enforcement community. Since the early 2000s, agencies such as LAPD, LASD SEB, NYPD ESU, Boston PD and hundreds of Federal, State and Local Law Enforcement agencies have made the BearCat G1 part of their standard operating procedure. The G1 has excellent on-road driving characteristics and maneuverability in tight urban settings. The large floor plan seats 8 – 10 fully equipped officers with a long list of tactical features <u>only</u> found on the Lenco BearCat line of armored SWAT vehicles.	
<b>Purpose/Authorized Uses:</b> To enhance the safety and tactical advantage of officers and support personnel during potentially dangerous situations or high-risk tactical operations.	
<b>Fiscal Impacts:</b> The Lenco Bearcat G1 is owned and maintained by San Mateo County Office of Emergency Service. It was not purchased or funded by the Daly City Police Department, however it is stored and used primarily by officers of the Daly City Police Department. The only ongoing costs incurred by the Daly City Police Department are for fuel, which varies depending on usage.	
<b>Legal/Procedural Rules Governing Use:</b> The Daly City Police Department recognizes the use of armored vehicles during law enforcement operations can potentially startle members of the general public or create a sense of fear amongst the community. As such, the use of the armored vehicle is limited to SWAT Team operations or other law-enforcement responses or events that are considered high-risk. Special consideration is given in analyzing the risk factors associated with the intended operation or event with the need for the added protection offered by the armored vehicle. During specific community events, the armored vehicle can be used as a static display when appropriate and when authorized by the SWAT Commander. Drivers shall adhere to all applicable State and Local laws governing emergency vehicle use.	
<b>Training Required:</b> The Daly City Police Department SWAT Team provides internal training for officers before they are permitted to drive this armored vehicle.	
<b>Other Notes:</b> None.	

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### Military Equipment

<b>Equipment Type:</b> Semiautomatic Patrol Rifles and Ammunition - CA Gov't Code §7070(c)(10)	
<b>Quantity Owned/Sought:</b> 60 owned	<b>Lifespan:</b> Approximately 15 years or 20,000 rounds
<b>Equipment Capabilities:</b> The Colt M4 Carbine (AR-15) semi-automatic rifle fires 5.56 x 45mm (.223 caliber) ammunition and is capable of firing at greater distances and with greater accuracy than Department issued pistols.	
<b>Manufacturer Product Description:</b> Colt M4 Carbine (AR-15): Built for the demanding use of those who protect our communities every day, the Colt M4 Carbine Patrol Rifle is the next evolution in the world's most dependable, thoroughly field-tested patrol rifle. It is a lightweight, magazine-fed, gas-operated semi-automatic rifle. It is the semi-automatic version of the M16 rifle sold for the civilian and law enforcement markets in the United States. The Colt M4 Carbine Patrol Rifle reestablishes the Colt AR-15® as the finest tool for local, regional, and national law enforcement agencies. .	
<b>Purpose/Authorized Uses:</b> Officers may deploy the patrol rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include but are not limited to: <ol style="list-style-type: none"><li>1. Situations where the officer reasonably anticipates an armed encounter.</li><li>2. When an officer is faced with a situation that may require accurate and effective fire at distances beyond the effective range of a duty pistol.</li><li>3. Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower.</li><li>4. When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage.</li><li>5. When an officer reasonably believes that a suspect may be wearing body armor.</li><li>6. When authorized or requested by a supervisor.</li></ol>	
<b>Fiscal Impacts:</b> The cost of the rifles, magazines, optics, slings, and accessories was approximately \$132,000. The rifles and associated equipment/accessories have been purchased in batches at different times and for different costs as needed to replace damaged/outdated equipment. This figure is an approximate total cost for patrol rifles and associated equipment currently possessed by the Daly City Police Department. Maintenance is conducted by trained and authorized Departmental staff. The ongoing costs for ammunition will vary.	
<b>Legal/Procedural Rules Governing Use:</b> All applicable Local, State, and Federal laws governing police use of force. All applicable Daly City Police Department Policies on Use of Force and Firearms.	
<b>Training Required:</b> Officers must successfully complete a CA POST certified 24-hour patrol rifle course as well as annual Department firearms training and qualifications as required by law and policy.	
<b>Other Notes:</b> These rifles are standard issue service weapons for our officers and therefore exempt from this Military Equipment Use Policy per CA Gov't Code §7070 (c)(10). They have been included in this document in an abundance of caution and in the interest of transparency.	

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## Military Equipment

<b>Equipment Type:</b> Bolt-Action Sniper Rifles and Ammunition - CA Gov't Code §7070(c)(10)	
<b>Quantity Owned/Sought:</b> 5 owned	<b>Lifespan:</b> Approximately 15 years or 10,000 rounds
<b>Equipment Capabilities:</b> The Remington 700 Sniper Rifle is a bolt-action, precision-fire weapon system that fires 7.62 x 51mm (.308 caliber) ammunition. It is capable of firing at greater distances and with great accuracy than Department issued patrol rifles. The five rifles owned by the Department are outfitted with high-powered adjustable magnification optics for observation and targeting.	
<b>Manufacturer Product Description:</b> Remington Model 700: The Remington® Model 700® Bolt-Action Rifle is enhanced to hit targets at long ranges. At the heart of this specialized long-range rifle is the famous Model 700 action that has been proven for reliability and precision accuracy in combat with the U.S. Army's M24 sniper rifle. The Model 700 Long Range rifle comes with a tactical stock made of solid urethane combined with aramid, graphite, and fiberglass. The barreled receiver is bedded with an aluminum block, and the heavy-contoured barrel is free-floated, providing excellent accuracy and minimal shift in zero caused by changes in the environment. The non-reflective stock and exterior metal blend in with a wide range of environments. The 2-position safety at the rear of the action is quick to operate with the thumb and can also be gripped with the forefinger and thumb and moved extra quietly to the fire position. The Remington Model 700 Long Range Bolt-Action Rifle comes drilled and tapped for scope mounts. An extra sling swivel stud on the fore-end provides an attachment point for a bipod.	
<b>Purpose/Authorized Uses:</b> This rifle is authorized for use by trained SWAT Sniper Team Operators. SWAT Sniper Team Operators may deploy this rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the rifle may include, but are not limited to: <ol style="list-style-type: none"><li>1. Situations where the officer reasonably anticipates an armed encounter.</li><li>2. When the officer is faced with a situation that may require accurate and effective fire at long range.</li><li>3. Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower.</li><li>4. When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage.</li><li>5. When an officer reasonably believes that a suspect may be wearing body armor.</li><li>6. When authorized or requested by a supervisor.</li></ol>	
<b>Fiscal Impacts:</b> The five rifles were initially purchased by the Daly City Police Department prior to 2005 for approximately \$5,000. In 2016, the Department had all five rifles rebuilt for approximately \$10,100 after exceeding their lifespan of 10,000 rounds. In 2020, the Department purchased five Leupold scopes for the rifles for approximately \$9,250. Basic maintenance is conducted by trained and authorized Departmental staff. The ongoing costs for ammunition will vary.	
<b>Legal/Procedural Rules Governing Use:</b> All applicable Local, State, and Federal laws governing police use of force. All applicable Daly City Police Department Policies on Use of Force and Firearms.	
<b>Training Required:</b> In addition to the Patrol Rifle Course and Basic SWAT Operator training, SWAT Snipers must successfully complete a CA POST certified Basic Sniper Course as well as regular SWAT Sniper training and qualifications as required by law and policy.	
<b>Other Notes:</b> The Daly City Police Department presently employs five trained and qualified SWAT Snipers who are authorized to use this rifle.	

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## Military Equipment

<b>Equipment Type:</b> Breaching apparatuses explosive in nature - CA Gov't Code §7070(c)(7)	
<b>Quantity Owned/Sought:</b> 2 owned	<b>Lifespan:</b> Approximately 15 years
<b>Equipment Capabilities:</b> The Royal Arms Breaching Shotgun is capable of firing 12-gauge shotgun ammunition. It is a compact and modified version of the Remington 870 platform designed for breaching purposes. It is specifically intended to fire frangible compressed copper slugs to breach doorway locking mechanisms while minimizing overpenetration or risk of injury to persons in close proximity to the doorway or lock.	
<b>Manufacturer Product Description:</b> Royal Arms Breaching Shotgun starts out with the tried-and-true Remington 870 Police Model 12 Ga Shotgun as its base. We then completely modify it with our custom CNC machined parts to be the ultimate Breaching Shotgun. Royal Arms invented the Breachers and Breaching shotguns, why settle for an imitation or knock off when you can buy the best American Made Breaching Shotgun for all Tactical Operators and discerning individuals.	
Royal Arms Tesar-2 Black Cap Slugs: 425 grain compressed copper slug, frangible.	
Slug Material: Copper powder. Velocity: 1,525 feet per second. Use: For metal doors, locks, and hinges. Defeats: Heavy locks, dead-bolts and hinges (solid oak – steel doors).	
<b>Purpose/Authorized Uses:</b> The breaching shotguns are intended for use as a breaching option during tactical entry into a dwelling or other enclosed space when other breaching options have failed, or when authorized by a supervisor.	
<b>Fiscal Impacts:</b> The initial cost of the two Royal Arms Breaching Shotguns were approximately \$2,300. Maintenance is conducted by trained and authorized Departmental staff. The ongoing costs for breaching munitions will vary.	
<b>Legal/Procedural Rules Governing Use:</b> All applicable Local, State, and Federal laws governing police use of force. All applicable Daly City Police Department Policies on Use of Force and Firearms.	
<b>Training Required:</b> Officers must complete a CA POST certified Tactical Breacher Course as well as ongoing Department SWAT Training.	
<b>Other Notes:</b> None.	

# Colma Police Department

Colma PD Policy Manual

## Military Equipment

<b>Equipment Type:</b> 40mm Launchers and Kinetic Energy Munitions - CA Gov't Code §7070(c)(14)	
<b>Quantity Owned/Sought:</b> 5 owned	<b>Lifespan:</b> Approximately 15 years
<b>Equipment Capabilities:</b> The Defense Technology 40mm LMT is a single-shot launcher capable of firing 40mm kinetic energy munitions, also commonly referred to as specialty impact munitions (SIM), which are less-lethal projectiles. The 40mm launcher is also capable of firing 40mm chemical agent munitions, commonly referred to as “tear gas” or CS gas. Refer to “Tear Gas and Chemical Agents” page for further details on these munitions. The Daly City Department has outfitted the launchers with Trijicon optics for aiming and targeting purposes.	
<b>Manufacturer Product Description:</b> Defense Tech 40mm LMT Single Launcher: Manufactured exclusively for Defense Technology®, the 40LMTS is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two-point sling attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.  Defense Tech Exact Impact 40mm Standard Range Sponge Round: The eXact iMPact™ 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consists of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher’s rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for Crowd Control, Patrol, and Tactical Applications.	
<b>Purpose/Authorized Uses:</b> The 40mm Launchers, kinetic energy munitions, and chemical agent munitions are intended for use as a less-lethal force response option.	
<b>Fiscal Impacts:</b> The initial cost of the 40mm launchers and optics was approximately \$8,200. Maintenance is conducted by trained and authorized Departmental staff. The ongoing costs for munitions will vary.	
<b>Legal/Procedural Rules Governing Use:</b> All applicable Local, State, and Federal laws governing police use of force. All applicable Daly City Police Department Policies on Use of Force and Firearms.	
<b>Training Required:</b> Officers must complete a department 40mm course as well as regular training and qualifications as required by law and policy. Chemical agent munitions for the 40mm launcher are only authorized for use by Department SWAT team members and Crowd Control Unit personnel after completion of Department training by CA POST certified Chemical Agent Instructors.	
<b>Other Notes:</b> The Daly City Police Department presently employs four trained and qualified Chemical Agent Instructors who are authorized to train SWAT Team members and Crowd Control Unit personnel on the use of chemical agent munitions with the 40mm launcher.	

# Colma Police Department

Colma PD Policy Manual

## Military Equipment

<b>Equipment Type:</b> Less Lethal Shotguns and Kinetic Energy Munitions - CA Gov't Code §7070(c)(14)	
<b>Quantity Owned/Sought:</b> 39 owned	<b>Lifespan:</b> Approximately 15 years
<p><b>Equipment Capabilities:</b> The Remington 870 Police Magnum is capable of firing 12-gauge shotgun ammunition. These shotguns were previously in service at the Daly City Police Department as lethal force options but were converted into less-lethal shotguns using Hogue 870 conversion kits. All Remington 870 shotguns currently owned by the Department are less-lethal shotguns, 37 of which are used to deploy bean bag rounds only. The bean bag shotgun is capable of firing 12-gauge kinetic energy munitions, which are less-lethal projectiles. Specifically, the kinetic energy munitions used in these shotguns are drag stabilized bean bags that are propelled out of a 12-gauge cartridge.</p> <p>Two of the less-lethal shotguns have been equipped with a launching apparatus on the muzzle that enables certain less-lethal chemical agents to be deployed from the shotgun, described elsewhere under "Tear Gas and Chemical Agents."</p> <p><b>Manufacturer Product Description:</b> The Remington Model 870 Police Magnum is a pump-action 12-gauge shotgun. Featuring an ultra-durable parkerized matte finish, synthetic stocks, 18-inch barrel with front sight and a 4-round magazine.</p> <p>Hogue 870 Conversion Kit: Hogue rubber grips are molded from durable synthetic rubber that is neither spongy nor tacky yet provides a soft recoil absorbing feel without affecting accuracy. This modern rubber requires a completely different molding process than ordinary neoprene, resulting in a superior grip. The flexibility of our materials and molding process has allowed us to produce rubber grips with features that outperform all other makes.</p> <p>Safariland Drag Stabilized Bean Bag: The Drag Stabilized™ 12-Gauge Round is a translucent 12-Gauge shell loaded with a 40-Gram tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four stabilizing tails and utilizes smokeless powder as the propellant. The 12-Gauge Drag Stabilized Round has secured its place as the Law Enforcement Communities' number one choice for specialty impact munitions. This round has a velocity of 270 fps with a maximum effective range of 75 feet.</p>	
<b>Purpose/Authorized Uses:</b> The bean bag shotguns and kinetic energy munitions are intended for use as a less-lethal force response option.	
<b>Fiscal Impacts:</b> The initial cost of the Remington 870 Police Magnum shotguns were approximately \$15,600. The cost to convert them to less-lethal bean bag shotguns was approximately \$3,120. Maintenance is conducted by trained and authorized Departmental staff. The ongoing costs for munitions will vary.	
<b>Legal/Procedural Rules Governing Use:</b> All applicable Local, State, and Federal laws governing police use of force. All applicable Daly City Police Department Policies on Use of Force and Firearms.	
<b>Training Required:</b> Officers must complete a Department Less-lethal Shotgun course as well as regular training and qualifications as required by law and policy. Launchable chemical agent grenades for the less-lethal shotguns outfitted with the appropriate launching apparatus are only authorized for use by Department SWAT team members and Crowd Control Unit personnel after completion of Department training by CA POST certified Chemical Agent Instructors.	
<b>Other Notes:</b> The Daly City Police Department presently employs four trained and qualified Chemical Agent Instructors who are authorized to train SWAT Team members and Crowd Control Unit personnel on the use of chemical agent munitions with the less lethal shotgun.	

# Colma Police Department

Colma PD Policy Manual

## Military Equipment

**Equipment Type:** "Tear Gas" and Chemical Agents - CA Gov't Code §7070(c)(12)

**Quantity Owned/Sought:** 154 owned

**Lifespan:** Varies on weather and storage conditions

**Equipment Capabilities:** Chemical agents, sometimes referred to as "tear gas" or riot control agents, are less-lethal chemical compounds that temporarily induce discomfort to an individual in the form of one or more of the following: Irritation to the skin, eyes, mouth, throat, and lungs. The goal of which is to gain compliance, dispersal, or direct the movement of one or more individuals.

The Daly City Police Department owns multiple types of chemical agents in various forms, totaling 154 individual units at present. The units are expendable items; therefore, the quantities will vary. Each chemical agent type has different capabilities. The types and manufacturers are as follows:

- Defense Technologies Spede-Heat CS gas grenade, 81.2g, 20-40 second burn time
- Defense Technologies Flameless Tri-Chamber CS gas grenade, 20.0g, 20-30 second burn time
- Combined Tactical Systems Indoor Baffled CS gas grenade, 25.0g, 20-40 second burn time, launchable through outfitted less-lethal shotgun apparatus, requires specific blank 12 gauge launching cartridge manufactured by Combined Tactical Systems
- Defense Technologies 40mm Liquid Ferret Round, liquid CS projectile dispersed upon impact, 8.0g, launchable through 40mm launcher
- Defense Technologies Pocket Tactical CS gas grenade, 20.0g, 20-40 second burn time
- Defense Technologies Maximum Smoke HC (Hexachloroethane) grenade, smoke screen, 1 ½ -2 minute burn time
- Defense Technologies Triple-Chaser, CS gas canister, 90.7g, 20-30 second burn time

### Manufacturer Product Description:

**Defense Tech Spede-Heat CS Grenade:** The Spede-Heat™ CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent.

**Defense Tech Flameless Tri-Chamber CS Grenade:** The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and

# Colma Police Department

## Colma PD Policy Manual

### *Military Equipment*

vaporization, while minimizing or negating the chance of fire to the structure. The Tri-Chamber Flameless Grenade is NOT to be launched utilizing a launching cup.

Combined Tactical Systems Indoor Baffled CS Grenade: Pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.

Combined Tactical Systems 12 gauge Launching Cartridge: The Model 2600 Launching Cartridge is a 12-gauge cartridge much shorter than standard full-sized 12-gauge cartridges. Therefore, to prevent weapon malfunctions, each cartridge must be manually loaded into the chamber for each shot. Effective range is dependent on the launching cup, launcher, and weight of munitions being launched. The baseline for performance of a Model 2600 Launching Cartridge is that it will launch a Model 9230 CS Grenade a minimum of 100 yards (91M), with cylinder bore and 18" bbl.

Defense Technologies 40mm Liquid Ferret Round: The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

Defense Technologies Pocket Tactical CS Gas Grenade: The Pocket Tactical CS Grenade is small, and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches. This is a launchable grenade; however, it is normally used as a signaling or covering device. Though this device is slightly over four inches in length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full-size tactical grenade.

Defense Technologies Maximum Smoke HC Grenade: The Maximum Smoke Grenade is designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 30-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. This launchable colored smoke grenade is 6.0 in. by 2.35 in. and holds approximately 2.9 oz. of active agent.

Defense Technologies Triple-Chaser CS Gas Canister: The Triple-Chaser® CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This grenade can be hand thrown or launched from a fired delivery system. The grenade is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has an approximate burn time of 20-30 seconds.

**Purpose/Authorized Uses:** Chemical agents are intended for use as a less-lethal force response option. They can be deployed by trained Department personnel for riot control purposes, during tactical operations involving barricaded suspects, or other situations where lesser means are reasonably believed to be ineffective or involve substantial more risk to Department personnel.

**Fiscal Impacts:** The ongoing cost of chemical agents will vary. The cost of the Department's present inventory of chemical agents was approximately \$8,360. There are no associated

# Colma Police Department

## Colma PD Policy Manual

### Military Equipment

maintenance costs.

**Legal/Procedural Rules Governing Use:** All applicable Local, State, and Federal laws governing police use of force. All applicable Daly City Police Department Policies on Use of Force.

**Training Required:** Officers must be assigned to the Department SWAT Team or Crowd Control Unit, having completed the required training course(s) associated with that position. SWAT Team officers or Crowd Control Unit officers will complete Department chemical agents training from a certified Department Chemical Agents Instructor as well as attend regular training and qualifications as required by law and policy.

**Other Notes:** The Daly City Police Department presently employs four trained and qualified Chemical Agent Instructors who are authorized to train SWAT Team members and Crowd Control Unit personnel on the use of chemical agents.

**Equipment Type:** "Flashbang Grenades" - CA Gov't Code §7070(c)(12)

**Quantity Owned/Sought:** 47 owned

**Lifespan:** Varies on weather and storage conditions

**Equipment Capabilities:** The flashbang, sometimes referred to as "stun grenade," is a diversionary device that delivers a bright flash and loud explosive-type noise when deployed. This is a non-lethal handheld grenade that does not fragment or produce any shrapnel.

**Manufacturer Product Description:** Defense Technologies Low Roll 4-gram Distraction Device: The reloadable distraction device unit incorporates a model 7007 type fuse with hex design gun steel body. This is a compact version of the 8933 Low Roll® body Distraction Device and is the newest version of the first reusable non-bursting canister that limits movement and rolling once deployed. The compact Distraction Device fits safely in your hand and packs all the power of the full-size Distraction Device. The 4-Gram Distraction Device® Reload produces a reduced light, and sound output ideal for when the full effects of the 12-gram charge are not desirable.

**Purpose/Authorized Uses:** Diversionary devices are intended for use as a distraction option used during high-risk entries into a dwelling or similar structure by SWAT operators. They can be deployed by trained Department SWAT operators when authorized by the SWAT Commander or in the event of exigent circumstances.

**Fiscal Impacts:** The ongoing cost of diversionary devices will vary. The cost of the Department's present inventory of diversionary devices was approximately \$2,820.

**Legal/Procedural Rules Governing Use:** All applicable Local, State, and Federal laws governing police use of force. All applicable Daly City Police Department Policies on Use of Force.

**Training Required:** Officers must be assigned to the Department SWAT Team, having completed a CA POST Basic SWAT Course. SWAT Team officers participate in regular Department SWAT training incorporating the use of the diversionary devices into trainings.

**Other Notes:** None.



# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Brian Dossey, City Manager  
 MEETING DATE: May 11, 2022  
 SUBJECT: First Amendments to Commercial Lease and Municipal Services Agreements with CSG Consultants, Inc.

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## RECOMMENDATION

Staff recommends that the City Council adopt the following two resolutions:

RESOLUTION APPROVING FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT WITH CSG CONSULTANTS, INC.

and

RESOLUTION APPROVING FIRST AMENDMENT TO MUNICIPAL SERVICES CONTRACT WITH CSG CONSULTANTS, INC.

## EXECUTIVE SUMMARY AND BACKGROUND

In December 2018, City Council entered into a commercial lease agreement with CSG Consultants, Inc. ("CSG"), which provided that CSG would lease from the Town of Colma ("Town") a portion of the building located at 1198 El Camino Real, Colma, CA 94014, which leased area consists of two offices, six cubicle spaces, and non-exclusive use of certain shared common areas. Under the agreement, rent was to be adjusted every 12 months according to a specific consumer price index ("CPI") formula. In November of 2021, Town staff and CSG discussed providing additional clarity as to the applicable formula for measuring rent adjustments as dictated by the CPI, by clarifying that the CPI adjustment to the monthly rent will be based upon the amount by which the CPI in August of the subject year exceeds the CPI measured in August of the previous year, rather than being based upon a static CPI measurement dating to August of 2018. This First Amendment to the lease agreement therefore updates the agreement to modify the portion that governs annual CPI adjustment, to better align with the parties' intentions.

In July 2019, the City Council entered into an agreement with CSG for CSG to provide certain municipal services to the Town, including supplemental engineering, building code and plan review, planning, and code enforcement services. In November 2021, Town staff and CSG discussed modifying the agreement to update the time period for measuring CPI adjustment from March to April, to better reflect the manner in which CPI data is made available for purposes of adjusting the Service Agreement on an annual basis. This First Amendment to the municipal services agreement therefore updates the agreement to modify the portion that governs annual CPI adjustment, to better align with the parties' intentions.

## **FISCAL IMPACT**

Execution of the proposed First Amendment to the lease agreement will likely slightly reduce the annual increase in rent payable by CSG to the Town each year, because it will base the annual increase on the previous year's CPI as measured in August, rather than measuring each year's increase against a static CPI measured in August of 2018.

Execution of the proposed First Amendment to the municipal services agreement will likely not have any fiscal impact, as it only contemplates a change in the time period of measuring the CPI from March to April of each year (CPI is released in April each year, not March).

## **REASONS FOR THE RECOMMENDED ACTION/FINDINGS**

Staff has reviewed the proposed amendments to each agreement, and believes they are necessary to provide clarity to the Town and CSG as to when CPI is measured annually for purposes of adjusting the amounts due under each agreement on a yearly basis. These amendments will not affect the underlying lease obligations, or provision of municipal services, in each contract, but rather will clarify the schedule for adjusting rent values and cost of municipal services on an annual basis, to the benefit of both parties.

## **COUNCIL ADOPTED VALUES**

Authorizing the City Manager to execute each First Amendment demonstrates the Town is being *responsible* with Town resources, and being *honest and transparent* with Town operation and its consultants.

## **ALTERNATIVES**

The City Council could direct staff to negotiate alternative terms to the municipal services and/or commercial lease agreements. Doing so is not recommended at this time as the relationship between the Town and CSG is fully covered by the existing agreements and staff does not believe further changes are necessary at this time.

## **CONCLUSION**

Staff recommends that the City Council adopt the two resolutions to approve and authorize the City Manager to execute First Amendments to the municipal services and commercial lease agreements with CSG, in order to provide clarity as to the timing of CPI adjustment each year.

## **ATTACHMENTS**

- A. Resolution re First Amendment to Commercial Lease Agreement
- B. Resolution re First Amendment to Municipal Services Agreement
- C. Commercial Lease Agreement – First Amendment
- D. Municipal Services Agreement – First Amendment
- E. Commercial Lease Agreement – Original Contract
- F. Municipal Services Agreement – Original Contract

**RESOLUTION NO. 2022-\_\_\_\_\_**  
**OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING FIRST AMENDMENT TO  
COMMERCIAL LEASE AGREEMENT WITH CSG CONSULTANTS, INC.**

The City Council of the Town of Colma does hereby resolve as follows:

**1. Background**

(a) On December 1, 2018, the City Council entered into a commercial lease agreement ("Lease Agreement") with CSG Consultants, Inc. ("CSG"), which provided that CSG would lease from the Town of Colma ("Town") a portion of the building located at 1198 El Camino Real, Colma, CA 94014, which leased area consists of two offices, six cubicle spaces, and non-exclusive use of certain shared common areas.

(b) The Lease Agreement provided that during its term, rent is to be adjusted every 12 months according to a specific consumer price index ("CPI") formula, which is set forth in the Lease Agreement.

(c) In or around November 2021, CSG and Town staff corresponded about modifying the Lease Agreement to provide additional clarity as to the applicable formula for measuring rent adjustments as dictated by the CPI, by clarifying that the CPI adjustment to the monthly rent will be based upon the amount by which the CPI in August of the subject year exceeds the CPI measured in August of the previous year.

(d) Accordingly, staff is now recommending to the City Council that it amend the Lease Agreement to modify the portion that governs annual CPI adjustment, to better align with the parties' intentions.

**2. Order**

(a) The First Amendment to the commercial lease agreement between the Town of Colma and CSG Consultants, Inc., a copy of which is on file with the City Clerk, shall be and hereby is approved by the City Council of the Town of Colma.

(b) The City Manager shall be, and hereby is, authorized to execute this First Amendment on behalf of the Town of Colma, with such technical amendments as may be deemed appropriate by the Mayor and the City Attorney.

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### Certification of Adoption

I certify that the foregoing Resolution No. 2022-\_\_\_\_ was duly adopted at a regular meeting of said City Council held on \_\_\_\_\_, 2022 by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fisicaro, Mayor					
Diana Colvin					
John Irish Goodwin					
Raquel "Rae" Gonzalez					
Joanne F. del Rosario					
<i>Voting Tally</i>					

Dated \_\_\_\_\_

\_\_\_\_\_  
Helen Fisicaro, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk

**RESOLUTION NO. 2022-\_\_\_\_\_**  
**OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING FIRST AMENDMENT TO  
MUNICIPAL SERVICES CONTRACT WITH CSG CONSULTANTS, INC.**

The City Council of the Town of Colma does hereby resolve as follows:

**1. Background**

(a) On July 1, 2019, the City Council entered into a contract with CSG Consultants, Inc. ("CSG") to provide certain municipal services to the Town of Colma ("Town"), including supplemental engineering, building code and plan review, planning, and code enforcement services (the "Service Agreement").

(b) The Service Agreement provided that on or about July 1 of each year, the hourly rate for certain services shall be adjusted according to a consumer price index ("CPI") formula that is set forth in the current iteration of the Service Agreement.

(c) In or around November 2021, CSG and Town staff corresponded about modifying the Service Agreement to update the window for measuring CPI adjustment from March to April, to better reflect the manner in which CPI data is made available for purposes of adjusting the Service Agreement on an annual basis.

(d) Accordingly, staff is now recommending to the City Council that it amend the Service Agreement to modify the portion that governs annual CPI adjustment, to better align with the parties' intentions.

**2. Order**

(a) The First Amendment to the municipal services contract between the Town of Colma and CSG Consultants, Inc., a copy of which is on file with the City Clerk, shall be and hereby is approved by the City Council of the Town of Colma.

(b) The City Manager shall be, and hereby is, authorized to execute this First Amendment on behalf of the Town of Colma, with such technical amendments as may be deemed appropriate by the Mayor and the City Attorney.

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### Certification of Adoption

I certify that the foregoing Resolution No. 2022-\_\_\_\_ was duly adopted at a regular meeting of said City Council held on \_\_\_\_\_, 2022 by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fisicaro, Mayor					
Diana Colvin					
John Irish Goodwin					
Raquel "Rae" Gonzalez					
Joanne F. del Rosario					
<i>Voting Tally</i>					

Dated \_\_\_\_\_

\_\_\_\_\_  
Helen Fisicaro, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk

## **FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT BETWEEN TOWN OF COLMA AND CSG CONSULTANTS, INC.**

This First Amendment to the Commercial Lease Agreement Between Town of Colma and CSG Consultants, Inc. ("First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between the Town of Colma, a municipal corporation organized under the laws of the State of California ("Town") and CSG Consultants, Inc., a California corporation ("Consultant"). Town and Consultant are sometimes referred to collectively as "Parties" in this First Amendment.

### **RECITALS**

**WHEREAS**, on or about December 1, 2018, Town and Consultant entered into a Commercial Lease Agreement ("Agreement"), for Consultant to lease from Town a portion of the building located at 1198 El Camino Real, Colma, CA 94014, which leased area consists of two offices, six cubicle spaces, and non-exclusive use of certain shared common areas; and

**WHEREAS**, Section 4.d. of the Agreement provides that during the Agreement term, rent is to be adjusted every 12 months according to a specific consumer price index ("CPI") formula, which is set forth in the Agreement; and

**WHEREAS**, to provide additional clarity as to the applicable formula for measuring rent adjustments as dictated by the CPI, Town and Consultant desire to amend the Agreement to clarify that the CPI adjustment to the monthly rent will be based upon the amount by which the CPI in August of the subject year exceeds the CPI measured in August of the previous year.

**NOW, THEREFORE**, in consideration of the Recitals and mutual obligations of the Parties as herein expressed, Town and Consultant agree as follows:

1. **CPI Adjustment; Increase in Rent:** The paragraph entitled "**Increase in Rent**" of the Agreement, set forth in Section 4.d., shall be amended in its entirety to read as follows:

"During the Lease term, Rent shall be adjusted every 12 months according to the following formula, where "Consumer Price Index" or "CPI" means the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index entitled "Consumers Price Index of Urban Wage Earners and Clerical Workers (Revised Series), San Francisco-Oakland-Hayward, CA":

If the CPI for August of any year ("the Subject CPI") exceeds the previous year CPI for August, the monthly rent shall be multiplied by the Subject CPI and divided by the previous CPI to obtain the adjusted monthly rent."

2. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. Except as specifically provided in this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date written above.

**THE TOWN OF COLMA**

**CSG Consultants, Inc.**

By: Brian Dossey

By: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

## FIRST AMENDMENT TO MUNICIPAL SERVICES CONTRACT BETWEEN TOWN OF COLMA AND CSG CONSULTANTS, INC.

This First Amendment to the Municipal Services Contract Between Town of Colma and CSG Consultants, Inc. ("First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between the Town of Colma, a municipal corporation organized under the laws of the State of California ("Town") and CSG Consultants, Inc., a California corporation ("Consultant"). Town and Consultant are sometimes referred to collectively as "Parties" in this First Amendment.

### RECITALS

**WHEREAS**, on or about July 1, 2019, Town and Consultant entered into a Municipal Services Contract ("Agreement"), for Consultant to provide Town with engineering, building plan review, inspection, and planning services; and

**WHEREAS**, Sections 7 and 8 of the Agreement provide that on or about July 1 of each year, the hourly rate for certain services shall be adjusted according to a consumer price index ("CPI") formula that is specifically set forth in the Agreement, but based on the date upon which CPI data becomes available for analysis, the parties now wish to modify the window for measuring such CPI adjustment from March to February; and

**WHEREAS**, Town and Consultant desire to amend the Agreement to update the window for measuring CPI adjustment from March to February, to better reflect the manner in which CPI data is made available for purposes of adjusting the Agreement on an annual basis.

**NOW, THEREFORE**, in consideration of the Recitals and mutual obligations of the Parties as herein expressed, Town and Consultant agree as follows:

1. CPI Adjustment; Fee for Staff Augmentation Services: The first paragraph entitled "*CPI Adjustment*" of the Agreement, set forth in Section 7(b), shall be amended in its entirety to read as follows:

"On or about July 1 of each year, the hourly rate for Staff Augmentation Services shall be adjusted according to the following formula, where "Consumer Price Index" or "CPI" means the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index entitled "Consumers Price Index of Urban Wage Earners and Clerical Workers (Revised Series), San Francisco-Oakland-Hayward, CA":

If the CPI for April of any year (the "Subject CPI") exceeds the previous year CPI for April, the hourly rate shall be multiplied by the Subject CPI and divided by the previous CPI to obtain the adjusted hourly rate."

2. CPI Adjustment; Fee for Special Services: The second paragraph entitled “*CPI Adjustment*” of the Agreement, set forth in Section 8(b), shall be amended in its entirety to read as follows:

“On or about July 1 of each year, the hourly rate for Special Services shall be adjusted according to the following formula, where “Consumer Price Index” or “CPI” means the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index entitled “Consumers Price Index of Urban Wage Earners and Clerical Workers (Revised Series), San Francisco-Oakland-Hayward, CA”:

If the CPI for April of any year (the “Subject CPI”) exceeds the previous year CPI for April, the hourly rate shall be multiplied by the Subject CPI and divided by the previous CPI to obtain the adjusted hourly rate.”

3. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. Except as specifically provided in this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date written above.

**THE TOWN OF COLMA**

**CSG Consultants, Inc.**

By: Brian Dossey

By: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

## COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "**Lease**") is made and entered into by and between TOWN OF COLMA ("**Town**" or "**Landlord**") and CSG CONSULTANTS, INC., a California corporation ("**Tenant**"), under the following terms and conditions:

1. Background. Landlord and Tenant have a long standing contractual relationship. Tenant's employees occupy space in the Town Hall for the Town of Colma ("Town Hall") while performing their duties on behalf of the Town. Tenant has historically rented the space occupied by its employees pursuant to an existing lease agreement. The Town recently completed construction of a new Town Hall and the parties desire to revoke the existing lease agreement and enter into this Lease. Pursuant to this Lease, Tenant shall lease the use of two (2) offices and six (6) cubicles within the Town Hall and shall share the Common Areas with Landlord.

2. Description of the Leased Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a portion of the building(s) located at 1198 El Camino Real, Colma, California, 94014, consisting of: two (2) offices, known as Office 130 and Office 137; six (6) cubicle spaces; and non-exclusive use of certain shared common areas (as set forth in Section 7 herein), collectively referred to herein as the "**Premises**" and shown on **Exhibit A**. The Premises are part of the Town Hall referred to herein as the "**Building**."

3. Term, Occupancy, and Renewal.

a. Term. The term of this Lease shall commence on December 1, 2018 (the "**Commencement Date**"), and shall continue in effect until the first occurrence of one of the following: (1) either party gives the other party 30 days' written notice to terminate; or (2) upon the termination of the Municipal Services Contract between the Town of Colma and CSG Consultants, Inc. dated 9/13/12, and any subsequent iterations of the Municipal Services Contract.

b. Occupancy. Tenant may, upon execution of this Lease by Landlord and Tenant, occupy the Premises on the Commencement Date subject to all terms and conditions of this Lease, provided Tenant complies with Section 17 (Insurance) and delivers an insurance certificate to Landlord prior to entry. Upon delivery of the insurance certificate, first month's rent and any security deposit, Landlord shall deliver the keys and possession to Tenant.

4. Rent. The initial annual rent during the term of this Lease shall be \$4800.00 per month, subject to increase as provided in Section 4.d below. Tenant shall, commencing on the Commencement Date and continuing thereafter on the first (1st) day of each and every month during the term of this Lease, pay to Landlord in advance, such minimum monthly rent, without setoff, deduction or demand. If possession is taken on other than the first of the month, rent shall be prorated accordingly based on a 30-day month.

a. Late Charge. Tenant acknowledges that late payment by Tenant to Landlord of rent will cause Landlord to incur costs not contemplated by this Lease. If any installment of rent due from Tenant is not received by Landlord within five (5) days after it becomes due, Tenant

shall pay to Landlord an additional sum of the greater of \$100 or 6% of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord.

b. Interest on Unpaid Rent. Rent or other charges under this Lease not paid within five (5) days of the date due shall, in addition to any late charges under Section 4.a, above, bear interest at the lesser of the maximum legal rate or 10% per annum from the date due until paid.

c. Holdover. Tenant may not hold over after the expiration or earlier termination of the term hereof without the express prior written consent of Landlord. Acceptance of rent is not Landlord's consent to holdover. Without Landlord's express consent Tenant shall become a tenant at sufferance only at a rental rate equal to 150% of the rent in effect upon the date of such expiration. Acceptance by Landlord of rent after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. The foregoing provisions of this Section 4 are in addition to and do not affect Landlord's right of re-entry or any rights of Landlord hereunder or as otherwise provided by law. If Tenant fails to surrender the Premises upon the expiration of this Lease, Tenant shall indemnify, protect, defend and hold Landlord harmless from all loss or liability, including without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender. Such indemnity shall survive the expiration of this Lease.

d. Increase in Rent. During the Lease term, Rent shall be adjusted every 12 months according to the following formula, where "Consumer Price Index" or "CPI" means the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index entitled "Consumers Price Index of Urban Wage Earners and Clerical Workers (Revised Series) San Francisco-Oakland-San Jose, CA Average, 1982-84 [Series ID CWURA422SA0]":

If the CPI for August of any year following 2018 (the "Subject CPI") exceeds the index for August 2018 (the "Base CPI"), the monthly Rent shall be multiplied by the Subject CPI and divided by the Base CPI to obtain the new monthly base rent.

e. Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord the Security Deposit in the amount of \$1000.00. The Security Deposit shall be held by Landlord as security for Tenant's performance of the terms of this Lease. Landlord may (but shall not be required to) use all or any part of the Security Deposit to cure any default of Tenant under the Lease (after any required notice and expiration of any applicable cure period) or to compensate Landlord for any loss or damage which Landlord may incur as a result of Tenant's default. Tenant shall not be entitled to interest on the Security Deposit and Landlord shall not be required to keep the Security Deposit separate from its general funds. Where there have been no defaults by Tenant or where all applicable deductions from Security Deposit have been made as hereinabove provided, Landlord shall refund the then existing balance of the Security Deposit to Tenant within thirty (30) days of expiration or termination of this Lease.

5. Place of Payment of Rent. Rent and all other sums which shall become due under this Lease, including but not limited to late charges and additional rent, shall be payable by hand delivery or mail at the office of the Landlord located at 1198 El Camino Real, Colma, California, 94014, or at such other place as Landlord may designate from time to time in writing. Mailed payments must be received (not postmarked) by Landlord by the date due.

6. Condition of, and Improvements to, Premises.

a. Improvements. Under this Lease, Landlord shall have no obligation or responsibility, actual or implied, to install, construct, accommodate, or make any improvements to the Premises prior to, or as a condition of, Tenant's occupation of the Premises.

b. As-Is Condition. Tenant warrants and agrees that Tenant has inspected the Premises. Tenant agrees to take possession of the Premises in an AS-IS condition (which exists on the date this Lease is signed) and Tenant further agrees that Landlord shall have no responsibility for any repairs or improvements to the Premises, prior to, or as a condition of, Tenant's occupation of the Premises. Landlord makes no representations regarding the condition, status, compliance with laws or suitability for a particular purpose for Tenant's use.

c. Condition Upon Surrender. Upon termination of this Lease, Tenant shall surrender the Premises to Landlord in as good condition as when received, ordinary wear and tear and damage by fire, earthquake, or act of God excepted, and including any repairs or improvements made by Tenant. If Tenant fails to maintain the Premises in good order and repair, after thirty (30) days' prior written notice, Landlord may, at its option, make such repairs, and Tenant shall pay the reasonable cost thereof as additional rent hereunder within ten (10) days after receipt of a written statement therefor. In the event the giving of thirty (30) days' prior notice may result in additional damage to the Premises, Landlord may make such repairs, at Tenant's expense, without thirty days' prior written notice.

d. Inspection by Certified Access Specialist. Landlord discloses that the Premises have not undergone inspection by a Certified Access Specialist as referenced in California Civil Code Section 1938 subsection (e) of which provides: "A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Pursuant to the foregoing Section 1938(e), Tenant acknowledges and agrees that, if Tenant wishes to have the Premises inspected by a CASp: (i) Tenant must notify Landlord on or before the date when Tenant executes this Lease pursuant to the election below; (ii) the inspection will be at Tenant's sole cost and expense; (iii) the inspection must be scheduled through Landlord and in coordination with the Building's property manager; (iv) any repairs or modifications necessary to correct any violation of construction-related

accessibility standards that is noted in the CASp report shall be Tenant's responsibility; and (v) Tenant must provide a copy of the CASp report to Landlord on completion. By initialing below, Tenant represents that:

Tenant wishes to have a CASp inspection of the Premises

Initials: C.k

Tenant hereby waives its right to have a CASp inspection of the Premises

Initials: C.k ]

7. Use. The Premises shall be used only for the performance of the duties of Tenant's agents for the benefit of the Town. Tenant shall not use any portion of the Premises for purposes other than those specified without first obtaining the written consent of Landlord. Tenant shall not do, bring, or keep anything in, on, or about the Premises which will in any way increase the premium rate or cause the cancellation of any fire or other insurance upon the Premises, the building in which the Premises are located, or any of its contents. Tenant shall have the non-exclusive right to use the parking area and driveways, sidewalks, hallways, restrooms (to the extent not entirely contained in the Premises), common area pathways to and from the parking area and inside the Town Hall to the Premises, the small and large conference room, plan check/table area, gallery, employee break room, outdoor employee patio, and phones and computer network in common with the other tenants of the Building as well as with Landlord's use of same.

8. Compliance with Laws/Hazardous Materials.

a. Tenant, at Tenant's expense, shall comply with and cause all of Tenant's agents to comply with all applicable laws, ordinances, rules and regulations of governmental authorities applicable to the Premises or the use or occupancy thereof, including, without limitation, the law commonly known as the Americans With Disabilities Act and California Code of Regulations Title 8, Sections 3281 through 3299 (collectively, "Laws").

b. Tenant shall not cause or permit any Hazardous Materials, as defined below, to be brought upon, kept, used, discharged, deposited or leaked in or about the Premises or the Building by Tenant or any of Tenant's agents or by anyone in the Premises (other than Landlord or its agents, employees or contractors), except to the extent such Hazardous Materials are cleaning or office supplies customarily kept or used by typical office tenants and are kept and used in accordance with all applicable laws. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of any Hazardous Material on the Premises or the Building caused or suffered or permitted by Tenant or any of Tenant's agents or by anyone in the Premises (other than Landlord or its agents, employees or contractors) results in contamination of the Premises or the Building, or if contamination of the Premises or the Building by any Hazardous Material otherwise occurs for which Tenant is legally liable, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, damages, costs, liabilities and expenses (including, without limitation, diminution in value or use of the Building, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification shall include, without limitation, costs incurred in

connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work on or under the Premises. "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority or by common law decisions, including without limitation (i) all chlorinated solvents, (ii) petroleum products or by-products, (iii) asbestos and (iv) polychlorinated biphenyls.

9. Waste; Nuisance; Quiet Enjoyment. Tenant shall not suffer or commit any waste or nuisance on the Premises, nor shall Tenant interfere with or obstruct the rights of or disturb the quiet enjoyment of Landlord or any other tenant or occupant of the building or injure or annoy them. Tenant shall not use or allow the Premises to be used for any improper, immoral, or objectionable purposes, to be determined Landlord's sole and absolute judgment.

10. Repair and Maintenance.

a. Landlord shall repair and maintain the roof, structural foundations, exterior walls of the building, and common areas in which the Premises are located unless the need for such repair shall be caused by the neglect, misuse, or misconduct of Tenant, its agents, employees or invitees, in which case Landlord shall promptly cause the repairs to be made at Tenant's sole expense. Within ten (10) days after receipt of a written notice that Landlord has made repairs that were caused by the neglect, misuse, or misconduct of Tenant, its agents, employees or invitees, Tenant shall promptly reimburse Landlord within thirty (30) days of invoice for the cost of all such repairs and maintenance.

b. Landlord shall maintain the Premises in good condition and repair. Said maintenance shall include but not be limited to, the interior of the Premises, all fixtures and equipment. Landlord shall maintain the heating and air conditioning system in good and working order at Landlord's sole expense and cost. Tenant hereby waives California Civil Code Sections 1932(1), 1941 and 1942 and any other applicable existing or future law, ordinance or governmental regulation permitting Tenant to make repairs at Landlord's expense.

11. Utilities. Tenant's payment of the Rent amount in Section 4 shall include all utilities and services furnished to or used by Tenant upon the Premises, including gas service, trash, electrical service, janitorial, cable and internet service, telephone services, and all connection charges, and no further payment shall be necessary by Tenant. Landlord shall not be responsible for any interruptions or disturbance of service, nor shall there be any abatement of rent resulting from any cessation or interruption of utility service or other service contemplated by this section. Tenant shall deposit all trash only in designated areas. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future law, ordinance or governmental regulation permitting the termination of this Lease due to the interruption or failure of any services to be provided under this Lease.

12. Rules. Tenant shall before and during the Term faithfully observe and comply with, and shall cause all occupants of the Premises to observe and comply with, the rules and regulations attached to this Lease as **Exhibit B** and all reasonable modifications thereof and additions thereto from time to time put into effect by Landlord (the "**Rules and Regulations**").

13. Alterations and Liens. Tenant shall not make or cause to be made any alterations, additions, or improvements to or of the Premises or any part thereof without the prior written consent of Landlord. If any alterations require additional changes to comply with Laws which are triggered by Tenant's alterations, all such resulting requirements to comply with Laws shall be at Tenant's expense and any Landlord consent to such alterations shall be conditioned on Tenant's payment for same. Any alterations, additions, or improvements affixed to the Premises, except furnishings, equipment, and trade fixtures, shall, at Landlord's option, become part of the real property and belong to Landlord on expiration or termination of the term and any extension thereof. If Landlord consents to the making of any alteration, additions, or improvements to the Premises, they shall be made at Tenant's sole cost and expense. Tenant shall keep the Premises free and clear of any liens or encumbrances which may arise from such work. At Landlord's option, Tenant shall, at its sole cost and expense, remove all such additions, alterations, and improvements from the Premises at the end of the term hereof and repair any damage to the Premises occasioned by such removal. If Tenant should fail to complete such removal and repair such damage within ten (10) days after such termination, Landlord may do so and Tenant shall pay the reasonable cost thereof as additional rent within ten (10) days after Landlord shall render to Tenant a written statement therefor.

14. Assignment and Subletting. Tenant shall not assign or encumber this Lease or any interest therein or sublet the Premises or any portion thereof either voluntarily or by operation of law without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Consent to one assignment, subletting, or use by any person other than Tenant shall not be deemed to be consent to a subsequent assignment, subletting, or use by any other person. In considering whether or not to grant such consent, Landlord may consider, among other things, the proposed tenant's character, credit, and professional standing. Any assignment or subletting not in compliance with the provisions of this paragraph shall be a material breach of the Lease, voidable and, at Landlord's option, shall terminate this Lease.

15. Entry by Landlord. Except for emergencies such as fire, water intrusion and the like which may be at any time, Landlord and its agents shall have the right to enter the Premises at reasonable times to inspect and examine the same and to make such repairs to the Premises as the Landlord shall deem advisable, and to show the Premises to prospective tenants, buyers or lenders.

16. Indemnification.

a. Waiver of Claims. To the extent permitted by law, Tenant waives all claims against Landlord for damage to person or property arising for any reason. Tenant assumes all such risks for Tenant and any employees, licensees, invitees, agents, or contractors.

b. General Indemnity. Tenant agrees, as an independent unsecured obligation, separate from any of its promises or covenants in this Lease, to indemnify, defend (with counsel selected by Landlord at Tenant's expense), protect and hold harmless Landlord, its employees, agents, officers, wardens, officiants, legal counsel, assigns, any successor or successors to Landlord's interest in the Premises and any future owners of the Premises to whom this Lease is assigned (hereinafter collectively referred to as the "**Indemnitees**") from and against all claims, actual damages (including but not limited to special and consequential damages), punitive

damages, injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses arising out of any damage to any person or property occurring in, on, or about the Premises, except for any acts of gross negligence or willful misconduct by Landlord. Tenant's obligation under this paragraph to indemnify and hold the Indemnitees harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified. Landlord shall not be liable to Tenant for any damage by or resulting from any act or negligence of any other tenant of property adjoining the Premises or by the owner or occupant of any adjoining or contiguous property.

17. Insurance.

a. **Property Insurance.** During the Lease Term, Tenant shall, at Tenant's expense, maintain, or cause to be maintained, Commercial Property insurance ("**CP Insurance**") that insures Tenant's tenant improvements, if any, furniture, fixtures, and equipment and any personal property at Premises.

b. **Liability Insurance.** During the Lease Term, Tenant shall maintain commercial General Liability insurance ("**CGL Insurance**") with limits of liability not less than one million dollars (\$1,000,000) per occurrence with a general aggregate of not less than two million dollars (\$2,000,000) covering liability arising from each party's operations at the Real Property or Premises, as applicable, independent contractors, product-completed operations, personal injury, and advertising injury, and contractual liability that includes this Lease as an insured contract. Tenant shall maintain Worker's Compensation insurance as required by law.

c. **Worker's Compensation.** Worker's Compensation coverage for statutory limits required by law in California, and employer's liability insurance with limits of one million dollars (\$1,000,000) each accident; one million dollars (\$1,000,000) disease - policy limit; and one million dollars (\$1,000,000) each employee, and in a form satisfactory to Landlord.

d. **Other Insurance.** Any other form or forms of insurance as Landlord or mortgagees of Landlord may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent tenant would protect itself.

e. **Waiver of Subrogation.** Tenant and Landlord hereby waive and release each other of and from any and all rights of recovery, claims, actions, or causes of action against each other, including their respective employees, officers, directors, subsidiaries, affiliates, agents, or representatives to the extent covered by the insurance carried hereunder. The Insurance policies must be endorsed to reflect the insurer's acceptance of this waiver of subrogation. The waiver of subrogation applies whether or not there are any deductibles or self-insured retentions and in the absence of any insurance.

f. **Ratings, Certificates.** All policies shall be taken out with insurers licensed to do business in California with a current Best Rating acceptable to Landlord and in form satisfactory from time to time to Landlord. Certificates of insurance evidencing all such insurance and acceptable to the Landlord shall be filed with Landlord prior to occupancy of the Premises and at least ten (10) days prior to the expiration of the term of each policy thereafter. Such certificates

of insurance must specifically show all the special policy conditions required in this Paragraph 9, including "additional insured," "waiver of subrogation," "notice of cancellation," and "primary insurance" wording applicable to each policy. Alternatively, a certified, true and complete copy of each properly endorsed policy may be submitted. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation, or other termination thereof. Tenant shall furnish Landlord with proof of renewal or binders for new insurance at least thirty (30) days before the expiration date of each policy. With respect to CGL Insurance, Tenant shall name Landlord, its employees, elected officials, board members, officers, agents and volunteers as additional insureds with respect to Tenant's negligence for any claims arising out of Tenant's operations in or upon the Premises. In addition, the CGL Insurance: (i) must be endorsed to be primary and non-contributory, rather than excess, with respect to each party's additional insured status; (ii) endorsed to provide cross-liability coverage if they do not contain a standard ISO separation of insureds provision; (iii) shall not contain any endorsement or provision that states the limits of the policy will not stack, pyramid or be addition to any other limits provided by that insurer, and (iv) have no cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by an additional insured under the policy against another insured under the policy. All insurance policies required by this Section 9 (i) must be issued by insurance companies having an "A" rating or better by Standard and Poor's, and if not rated by Standard & Poor's, then a rating of "A" by A.M. Best Company, and (ii) may be satisfied by a primary policy or combination of primary and umbrella policies. The insurance provisions set forth in this Section 17 set forth the minimum amounts and scopes of coverage to be maintained by Landlord and Tenant and are not to be construed in any way as a limitation on each party's liability under this Lease. Landlord, as a public entity, may satisfy any of its insurance requirements by use of self-insurance, deductible, captive insurance company or risk pool. The responsibility to fund any financial obligation for self-insurance, the election not to insure, and/or deductibles shall be assumed by, for the account of, and at the sole risk of each party. The application of coverage within this self-insurance, election not to insure, and/or deductible shall be deemed covered in accordance with the policy forms set forth in this Section 17.

18. Destruction of Premises.

a. Destruction Due to Risk. If, during the term of this Lease and any renewal term, the Premises or the Building and other improvements in which the Premises are located are totally or partially destroyed from a risk rendering the Premises totally or partially inaccessible or unusable, Landlord can elect to terminate this Lease by giving notice to Tenant within fifteen(15) days after determining the restoration cost and replacement value. Landlord shall restore the Premises or the Building, and other improvements in which the Premises are located, to substantially the same condition as they were immediately before destruction if they can be repaired within thirty (30) days from date of destruction. Such destruction shall not terminate this Lease. If the existing laws do not permit the restoration, either party can terminate this Lease immediately by giving notice to the other party.

b. Abatement or Reduction of Rent. In case of destruction, there shall be an abatement or reduction of rent between the date of destruction and the date of substantial

completion of restoration based on the extent to which the destruction interferes with Tenant's use of the Premises.

c. Waiver of Civil Code Sections. Tenant waives the provisions of California Civil Code Section 1932(2) and California Civil Code Section 1933(4) with respect to any destruction of the Premises.

19. Default and Landlord's Remedies.

a. Default. The occurrence of any of the following shall constitute a default by Tenant:

(1) Tenant shall fail to pay when due any rent or any other monetary sum payable under this Lease.

(2) Tenant shall fail to observe, keep or perform any of the other terms, covenants, agreements or conditions contained in this Lease and such default continues for a period of ten (10) days after written notice by Landlord specifying the nature of the default with reasonable particularity, unless the nature of the default is such that more than ten (10) days is required to cure it and Tenant commences to cure it within such ten (10)-day period and thereafter diligently pursues it to completion.

(3) Tenant shall become bankrupt or insolvent or make a transfer in fraud of creditors, or make an assignment for the benefit of creditors, or take or have taken against Tenant any proceedings of any kind under any provision of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act and, in the event any such proceedings are involuntary, Tenant is not discharged from the same within thirty (30) days thereafter.

(4) A receiver is appointed for a substantial part of the assets of Tenant, and such receivership is not released within thirty (30) days.

(5) The abandonment of the Premises by Tenant, or the vacation (hereby defined to be ten (10) or more consecutive days of continual absence from the Premises) of the Premises by Tenant.

(6) This Lease or any estate of Tenant hereunder shall be levied upon by any attachment or execution and such levy is not released within thirty (30) days.

Notices given under this section shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the Premises.

b. Landlord's Remedies. If any default by Tenant shall occur, and following notice of default as required by this Lease (for the period applicable to the default under the applicable provision of this Lease), Landlord shall have the following remedies in addition to all other rights and remedies provided by law or equity, to which Landlord may resort cumulatively or in the alternative.

(1) Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall so elect to terminate this Lease, then Landlord may recover from Tenant:

(a) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

(e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

As used in Subparagraphs (a) and (b) above of this section, the "worth at the time of award" is computed by allowing interest at the maximum rate an individual is permitted by law to charge. As used in subparagraph (c) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(2) In the event of the vacation or abandonment of the Premises by Tenant, or in the event that Landlord shall elect to reenter as provided herein or shall take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, then Landlord shall have the remedy specified by Civil Code Section 1951.4, in which Landlord may from time to time recover all rental as it becomes due or relet the Premises or any part thereof for the account of Tenant on such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Premises. In the event that Landlord shall elect so to relet, then rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness, other than rent due hereunder, owed by Tenant to Landlord; second, to the payment of any cost (including commissions) of such reletting; third, to the payment of the cost of any alterations and repairs to the Premises; fourth, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord upon demand. Tenant shall also pay to Landlord, as soon as ascertained, any and all costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

(3) No reentry or taking possession of the Premises by Landlord pursuant to this section shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

20. Revenue & Taxation Code Section 107.6 Possessory Interest Tax. Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxes and that, if a possessory interest is created, Tenant shall, in accordance with this Section 12(e) hereof, be responsible for payment of property taxes levied against such possessory interest.

21. Parking. Tenant shall have the nonexclusive use, in common with Landlord and Landlord's other tenants, of the parking area owned by Landlord at and around the Premises; provided; however, that no tenant may park in an area designated, identified, and/or reserved for parking by any other tenant or tenants, if any. Should any damages to the Premises, the parking area, and/or the vehicles of Tenant or their invitees/licensees/employees be occasioned by the invitees, licensees, tradesmen, or customers of Tenant, such damage shall be repaired at Tenant's sole cost and expense. It is expressly understood and agreed the Tenant's right to the use of said parking area shall be non-exclusive and subject to the Rules and Regulations, and that Landlord reserves the right to establish and enforce other rules with respect to the use thereof, and Tenant agrees to abide by and conform to the same, as revised from time-to-time.

22. Estoppel Certificate. Tenant shall execute and deliver to Landlord within ten (10) days of request a commercially reasonable estoppel statement. Landlord and Tenant intend that any estoppel statement delivered pursuant to this Section may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the building or any interest therein and failure to execute and return such estoppel shall be a material breach of the Lease.

23. Eminent Domain. In case the whole of the Premises, or such part thereof that substantially interferes with the reasonable use of the Premises as office space, shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to prevent such taking, either party shall have the right to terminate this Lease effective as of the date possession is required to be surrendered to said authority. Tenant shall not assert any claim against Landlord or the taking authority for any compensation because of such taking and Landlord shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant. In the event the amount of property or the type of estate taken shall not substantially interfere with the reasonable use of the Premises as office space, Landlord shall be entitled to the entire amount of the award without deduction for any estate or interest of Tenant. If there is no substantial interference or if there is substantial interference, but neither party elects to terminate, Landlord shall promptly proceed to restore the Premises to substantially the same condition as the Premises existed prior to such partial taking, to the extent possible by application of the condemnation proceeds only, and a proportionate allowance shall be made to Tenant for the rent corresponding to the time during which, and to the part of the Premises of which Tenant shall be so deprived on account of such taking and restoration. Nothing contained in this Section shall be deemed to give Landlord any interest in any award made to Tenant for the taking of personal property and fixtures belonging to Tenant. Each party waives the provisions of California Code

of Civil Procedure Section 1265.130 allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the premises.

24. Brokers. Tenant and Landlord each represent and warrant to each other that no broker has represented either of them or is otherwise entitled to a commission or fee in connection with the transactions contemplated in this Lease. Each party hereby indemnifies, defends and holds the other party harmless from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation set forth in this Paragraph 24. The provisions of this Paragraph 24 shall survive the termination of the Lease. This paragraph 24 is for the benefit of Landlord and Tenant only and is not intended to give any third person any right of subrogation or action over or against any party to this Lease.

25. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

26. Notices. Any notice required or permitted to be given hereunder may be given by personal delivery or by United States certified mail, postage prepaid, addressed to Tenant at the Premises and to Landlord at 1198 El Camino Real, Colma, California, 94014, or at such other address as the Landlord shall designate in writing.

27. Waiver; Accord and Satisfaction. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such right or be construed as a waiver. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No payment by Tenant or receipt by Landlord of a lesser amount than the rent payment herein stipulated shall be deemed to be other than on account of the rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

28. Time is of the Essence. Time is of the essence of this Lease as to the performance of all terms, covenants, and conditions stated herein.

29. Successors and Assigns. Except as otherwise provided herein, all of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of any transfer, assignment or other conveyance or transfers of any such title or tenant, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer. Landlord may transfer its interest in the Premises without the consent of Tenant and such transfer or subsequent transfer shall not be deemed a violation on Landlord's part of any of the terms and conditions of this Lease.

30. Titles and Definitions. The titles of paragraphs herein are for identification only. They shall not be considered to be a part of this Lease and shall have no effect upon the construction

or interpretation thereof. The word "Landlord" and "Tenant" as used in this Lease shall include both singular, plural, masculine, feminine, and neuter as the context shall require.

31. Entire Agreement/Amendment. This Lease contains the entire agreement of the parties and supersedes all prior negotiations, drafts, and other understandings which the parties may have concerning the subject matter hereof. This Lease may not be modified except by written instrument duly executed by the parties hereto or their successors in interest.

32. Choice of Laws; Interpretation. This Lease shall be governed by and construed pursuant to the laws of the State of California. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party.

33. Authority. Each of the persons executing this Lease on behalf of Tenant warrants and represents that Tenant is a duly organized and validly existing entity, that Tenant has full right and authority to enter into this Lease and that the persons signing on behalf of Tenant are authorized to do so and have the power to bind Tenant to this Lease. Tenant shall provide Landlord upon request with evidence reasonably satisfactory to Landlord confirming the foregoing representations.

34. No Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, operate as an assignment to it of any or all subleases or subtenancies.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year set forth below.

**LANDLORD:**

**TOWN OF COLMA**

Dated: 11/24/18

By: [Signature]

Name: BRIAN DOSSY

Its: CITY MANAGER

**TENANT:**

**CSG CONSULTANTS, INC.,  
a California corporation**

Dated: 11-26-18

By: [Signature]

Name: CYRUS KIANPOUR

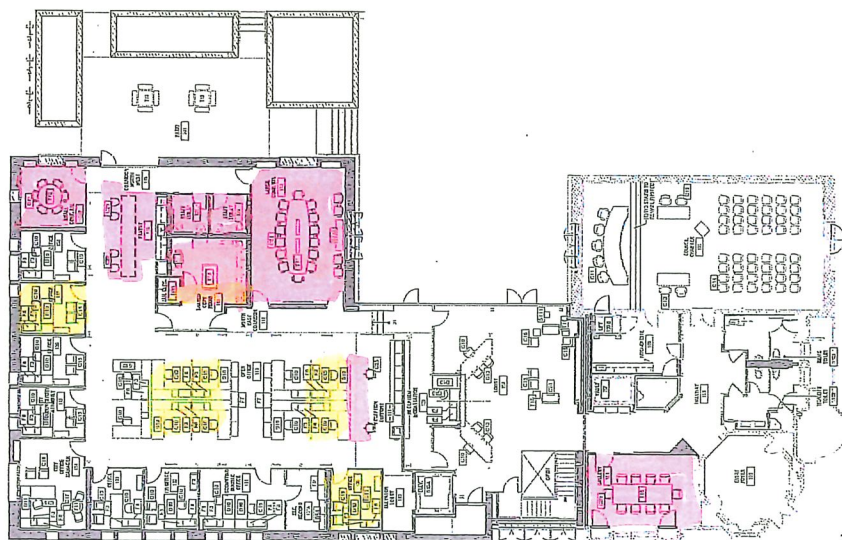
Its: PRESIDENT

**EXHIBIT A**  
**MAP OF PREMISES**

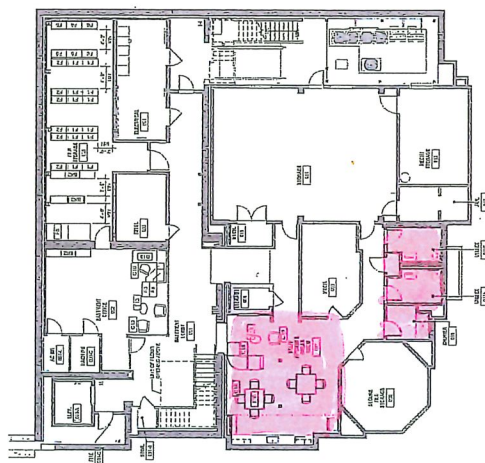
See attached map.

Exclusive Use

Shared Use



1 ENLARGED PLAN  
V.P. 12



2 ENLARGED FURNITURE PLAN - LEVEL 0

A.	Letter to Friendly Neigs
B.	Letter to the FBI
C.	Letter to the FBI
D.	Letter to the FBI
E.	Letter to the FBI
F.	Letter to the FBI
G.	Letter to the FBI
H.	Letter to the FBI
I.	Letter to the FBI
J.	Letter to the FBI
K.	Letter to the FBI
L.	Letter to the FBI
M.	Letter to the FBI
N.	Letter to the FBI
O.	Letter to the FBI
P.	Letter to the FBI
Q.	Letter to the FBI
R.	Letter to the FBI
S.	Letter to the FBI
T.	Letter to the FBI
U.	Letter to the FBI
V.	Letter to the FBI
W.	Letter to the FBI
X.	Letter to the FBI
Y.	Letter to the FBI
Z.	Letter to the FBI

[illegible]

TOWN OF COLMA

1100 EL CAMINO REAL  
COLMA, CA 94014

**MEET TIME:**

**FURNITURE**

**DISTRIBUTION PLAN**

SCALE:	110" = 1'-0"
PROJECT NUMBER:	34003.10

ID-100

D-100

## **EXHIBIT B**

### **RULES AND REGULATIONS**

1. These Rules and Regulations are referred to in and hereby incorporated into the Commercial Lease attached hereto and all defined terms are set forth therein.

2. Sidewalks, halls, passageways, exits, entrances, elevators, escalators and stairways shall not be obstructed by Tenant or used by Tenant for any purpose (including consumption of tobacco or alcoholic products) other than for entry and exit from the Premises. The halls, passageways, exits, entrances, elevators, if any, and stairways are not for the use of the general public, and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation or interests of the Building and its Tenants and occupants. Neither Tenant nor any employee or invitee of Tenant shall go upon the terraces or roof(s) of the Building, except as authorized by Landlord, and only when accompanied by a Landlord representative or Building engineer.

3. No sign, placard, picture, name, advertisement or notice shall be inscribed, painted, affixed, installed or otherwise displayed by Tenant without the prior written consent of Landlord, and, absent such consent, Landlord shall have the right to remove any such sign, placard, picture, name, advertisement or notice without notice to, and at the expense of, Tenant.

4. (a) Landlord reserves the right to control access to the Building at all times. Tenant shall be responsible for all persons for whom it requests access and shall be liable to Landlord for all acts of such persons.

(b) Landlord shall in no event be liable for damages for error with regard to the admission to, or the exclusion from, the Building of any person.

5. Tenant shall not necessitate any unreasonable labor by reason of Tenant's carelessness in the preservation of good order and cleanliness of the Premises. Landlord shall in no way be liable for any loss of property on the Premises, however occurring, or for any damage done to the effects of Tenant by the janitor or any other employee or any other person.

6. Upon daily departure by Tenant and its employees from the Premises, Tenant shall cause:

(a) the doors of the Premises to be closed and securely locked, and any security system set for night/"alert" mode;

(b) all water faucets and apparatus, heating and air conditioning, and, to the extent practicable, devices using other resources, to be shut off so as to prevent waste or damage.

7. (a) Tenant shall not waste electricity, water or any other resource, or heating or air-conditioning, and shall cooperate fully with Landlord to assure the most effective operation of the Building's heating, ventilating and air-conditioning system.

(b) No heating or air-conditioning unit or other similar apparatus shall be installed or used by Tenant without the prior written consent of Landlord.

8. Tenant shall not alter any lock or access device or install any new or additional lock or access device or any bolt on any door of the Premises without the prior written consent of Landlord. In any event, Tenant shall in each case furnish Landlord with a key for any such lock or device.

9. Tenant shall not make or have made copies of any keys or key cards furnished by Landlord. Tenant, upon termination of its tenancy, shall deliver to Landlord all keys and key cards so furnished. In the event of the loss of any of same, Tenant shall pay Landlord the cost thereof or the cost of changing the subject lock(s) or access device(s) if Landlord shall deem it necessary to make such change.

10. The toilet rooms, toilets, urinals, wash bowls, plumbing fixtures and other apparatus shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind whatsoever shall be thrown therein. Any loss, cost or expense relating to any breakage, stoppage or damage resulting from any violation of this rule shall be borne by Tenant.

11. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities necessary for the operation or maintenance of office equipment.

12. Tenant shall not use or keep, or permit to be used or kept, in or on the Premises any foul or noxious gas or substance, nor shall any animals or birds be brought to or kept in or on the Premises.

13. No cooking shall be done or permitted by Tenant on the Premises (except that private, noncommercial use by Tenant and its employees of approved equipment for the preparation of coffee, tea, hot chocolate and similar beverages, and for the heating of foods, shall be permitted, provided that such equipment and use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations), nor shall Tenant use or permit any open flames, candles or halogen lamps in the Premises. Any food brought into the Building on week-ends shall be cleaned up and properly disposed of by Tenant. The Premises shall not be used for lodging or sleeping purposes. If any portion of the Premises becomes infested with vermin, Tenant, at its sole cost and expense, shall cause such portion of the Premises to be exterminated by exterminators satisfactory to Landlord.

14. Except with the prior written consent of Landlord, Tenant shall not sell, or permit the sale, of newspapers, magazines, periodicals, theatre tickets, liquor or tobacco or any other goods or merchandise in or on the Premises, nor shall Tenant carry on, or permit any employee or other person to carry on, the business of stenography, typewriting or any similar business in or on the Premises for the service or accommodation of others, nor shall the Premises be used for

storage of merchandise (except for such storage incidental to the permitted use of the Premises) or for manufacturing of any kind or for the business of a public barber shop, beauty parlor or employment bureau, nor shall the Premises be used for any improper, immoral or objectionable purpose. No auction shall be held on the Premises.

15. Tenant shall notify in advance Landlord of any extraordinary demands for electrical power. Tenant shall not overload the electrical system.

16. Landlord shall direct electricians as to where and how telephone, telegraph and electrical wires are to be introduced or installed. No boring or cutting for wires shall be allowed without the prior written consent of Landlord. The location of burglar alarms, telephones, call boxes and other office equipment affixed to the Premises shall be subject to the prior written consent of Landlord.

17. Tenant shall not install any radio or television antenna, loudspeaker or other device on the exterior walls or roof of the Building. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.

18. Tenant shall not lay linoleum, tile, carpet or any other floor covering so that same shall be affixed to the floor of the Premises in any manner except as approved in advance in writing by Landlord. Any loss, cost or expense relating to any damage resulting from any violation of this rule or the removal of any floor covering shall be borne by Tenant.

19. (a) Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord shall have the right to prescribe the weight, size and position of all safes, furniture or other heavy equipment brought into the building. Safes or other heavy objects shall, if considered necessary by Landlord, stand over steel bracing or on wood strips of such thickness as determined by Landlord to properly distribute the weight thereof. Landlord shall not be responsible for loss of or damage to any such safes or other heavy objects from any cause, and all damage done to the building by moving or maintaining any of same shall be repaired at the expense of Tenant.

(b) Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the building or to any space therein to such a degree as to be objectionable to Landlord or to other Tenants or occupants of the building shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move machines and equipment in or out of the building must be acceptable to Landlord.

(c) If Tenant's Premises are furnished, all furniture shall be provided by or through Landlord, and shall not be removed at any time during the Lease term. Furniture shall not be moved from or between the facilities, office suites or other rooms except by Landlord or its agents.

20. Tenant shall not mark, or drive nails or screw or drill into, the partitions, ceilings or floors of the building, or in any way deface them. No doors or partitions may be removed by Tenant; requests for removal shall be addressed to Landlord.

21. Tenant shall not install, maintain or operate on the Premises any vending machine without the prior written consent of Landlord.

22. There shall not be used in the Building any hand trucks except those equipped with rubber tires and side guards or any other material handling equipment except as approved in advance in writing by Landlord. No other vehicles of any kind shall be brought into, or be kept in or about, the Premises.

23. Tenant shall store all of its trash and garbage within the Premises. No material shall be placed in trash boxes or receptacles if such material is of such a nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage and without violation of any law or ordinance governing such removal and disposal.

24. Canvassing, soliciting, distribution of handbills or any other written material, and peddling in the Building are prohibited, and Tenant shall cooperate to prevent same. Tenant shall not engage in office-to-office solicitation of business from other tenants or occupants of the Building. No auction, garage sale, car wash, bake sale, public gathering or parties shall be held in the Premises or the parking area without prior consent by Landlord.

25. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and address of the Building.

26. Landlord reserves the right to exclude or to expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of these Rules and Regulations.

27. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

28. Tenant assumes any and all responsibility for protecting the Premises from theft, robbery and pilferage by taking necessary steps including, but not limited to, keeping doors locked and other means of entry to the Premises closed.

29. The following shall apply with respect to the parking Premises of the Building:(a) Automobiles must be parked entirely within the marked stall lines.

(b) Parking is prohibited in areas not striped for parking.

(c) Every parker is required to park and lock his or her vehicle. All responsibility for any loss or damage to such vehicle, or to any personal property therein, is assumed by such parker.

30. The requirements of Tenant shall be attended to only upon application to the office of the Building by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

31. Tenant shall cause its employees, agents, clients, customers, invitees and guests to comply with these Rules and Regulations, and make sure that they are aware of each and every one of them.

**EXHIBIT D**  
**LANDLORD IMPROVEMENTS**

**NONE**

**MUNICIPAL SERVICES CONTRACT**

**between**

**TOWN OF COLMA**

**and**

**CSG CONSULTANTS, INC.**

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**JULY 1, 2019**

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## EXHIBITS

A - Staff Augmentation Services, Special Services, Detailed Descriptions

B - Rate Schedule

## MUNICIPAL SERVICES CONTRACT

This Municipal Services Contract is made by and between the Town of Colma, a municipal corporation organized under the laws of the State of California ("Town" or "City"), and CSG Consultants, Inc., a California corporation ("CSG"). For reference purposes, this Contract is dated July 1, 2019. Town and CSG are sometimes individually referred to as "Party" and collectively as "Parties."

### 1. Recitals

This contract is made with reference to the following facts:

- (a) CSG has provided to the Town engineering, building plan review, inspection services, and planning services.
- (b) The Services were previously provided pursuant to the *Engineering, Plan Review and Inspection Services Contract* between the parties, as amended;
- (c) The Parties restated the agreement pursuant to the Municipal Services Contract, dated September 13, 2012, as amended; and
- (d) The Parties desire to replace the existing contract with this contract.

### 2. Staff Augmentation Services

- (a) When requested by the City, CSG shall provide supplemental services in the fields of engineering, building code, planning and code enforcement as needed by the Town. These services are more fully described in Exhibit A hereto ("Staff Augmentation Services, Detailed Description"), which exhibit may be amended as mutually agreed by the City Manager and CSG.
- (b) CSG shall make personnel available to supplement services provided in the positions designated by the City, including Director of Public Works, City Engineer, Building Official, City Planner, or Code Enforcement Officer.
- (c) The parties agree that the City may, at any time, provide written direction to CSG to cease performing, or not perform at all, any of the Services described in Exhibit A.

### 3. Special Services

- (a) When mutually agreed upon by Town and CSG, CSG shall perform the Special Services as defined as Exhibit A and listed in this Section. Special services will be charged at the appropriate Standard Rate set forth in Exhibit B. Special Services are so characterized by the novelty or difficulty of the nature of the services to be provided by CSG, the complexity of the

matter, the skill requisite to properly perform the services, or the amount of time required to properly undertake the matter. Special Services include, but are not limited to the following:

- (i) Preparation of plans, specification and estimates for Capital Improvement Projects (CIP);
- (ii) Preparation of reports and conceptual studies;
- (iii) Construction management services for CIP projects;
- (iv) GIS mapping;
- (v) Certified Access Specialists services;
- (vi) Special studies for the development of operational, maintenance or management programs within the Town's Public Works Department;
- (vii) Traffic analysis and safety studies;
- (viii) Property and route surveys;
- (ix) Mapping and right of way acquisition;
- (x) Planning services that have not been included in Staff Augmentation services outlined in section 2 of this contract.
- (xi) Building Department services that have not been included in the Staff Augmentation serviced outlined in the section 2 of this contract. and
- (xii) Other services not included in Exhibit A.

(b) An Addendum in the form of a Task Order or Project Scope to this Contract may be executed for performance of Special Services. The Addendum shall describe the scope of the special services, the budget for such services, and any other matter agreed upon by the parties. In all other respects, the obligations of the parties shall be as set forth in this contract. The Town reserves the right to use other consultants for these services.

#### **4. Office Space, Facilities and Equipment**

(a) Town may lease office space to CSG pursuant to a separate lease agreement, which Lease shall terminate on termination of this Contract. CSG employees may perform the Services, as well as services for others, in the office space leased by CSG. CSG employees shall not perform any Services on facilities or office space that is not otherwise leased by CSG.

(b) CSG shall furnish all labor, materials, tools, equipment, and incidental and customary work necessary to fully and adequately provide the Services.

## **5. Personnel**

(a) CSG shall provide the necessary personnel to perform and coordinate the Services under this Contract.

(b) Any employee of CSG or its sub-contractors who fails or refuses to perform the Services in an acceptable manner, or who is determined to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, or a threat to the safety of persons or property, shall be promptly removed from the Services by CSG.

(c) The Town reserves the right to refuse any employee of CSG brought forth to work for the Town.

## **6. Performance Standards**

(a) CSG will maintain at all times during the term of this Contract all professional and business licenses, certifications and permits necessary for performing the Services described in this Contract.

(b) CSG shall diligently perform all Services under this Contract in a skillful, professional, and competent manner, consistent with the standards prevalent in the industry for such services in the State of California.

(c) All personnel assigned by CSG to perform the Services shall be competent and qualified by experience or ability. CSG and its contractors shall replace any of their employees whose work is contrary to the requirements of this Contract, shall implement personnel changes without interruption to services or workload, and shall provide training and education to keep staff current on laws, regulations and other job related functions related to the Services.

(d) CSG shall understand the Town's budget process and shall efficiently perform the Services hereunder in a manner that comports with the level of service required herein within the approved budget.

(e) CSG shall respond to and complete assigned tasks in a professional and timely manner and shall timely meet established schedules and deadlines.

(f) CSG shall make effective oral and visual presentations for public presentations and hearings.

## **7. Fee for Staff Augmentation Services**

(a) *Hourly Fee.* Town will pay CSG a fee determined by multiplying the hourly rate for CSG's personnel working on Staff Augmentation Services times the amount of time spent. The hourly rates are set forth in Exhibit B hereto. The rates set forth in Exhibit B will remain in effect until adjusted in the manner set forth in the next paragraph.

(b) *CPI Adjustment.* On or about July 1 of each year, the hourly rate for Staff Augmentation Services shall be adjusted according to the following formula, where “Consumer Price Index” or “CPI” means the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index entitled “Consumers Price Index of Urban Wage Earners and Clerical Workers (Revised Series), San Francisco-Oakland-San Jose, CA Average, 1982-84=100 [Series ID CWURA422SA0]”:

If the CPI for March of any year exceeds the previous year CPI for March (the hourly rate shall be multiplied by the Subject CPI and divided by the previous CPI to obtain the adjusted hourly rate.)

(c) *Maximum Amount.* The total annual compensation due to CSG for Staff Augmentation Services shall not exceed the amount appropriated for Staff Augmentation Services by the City Council.

## **8. Fee for Special Services**

(a) *Hourly Fee.* Town will pay CSG a fee determined by multiplying the hourly rate for CSG’s personnel working on Special Services times the amount of time spent. The hourly rates are set forth in Exhibit B hereto. The rates set forth in Exhibit B will remain in effect until adjusted in the manner set forth in the next paragraph.

(b) *CPI Adjustment.* On or about July 1 of each year, the hourly rate for Staff Augmentation Services shall be adjusted according to the following formula, where “Consumer Price Index” or “CPI” means the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index entitled “Consumers Price Index of Urban Wage Earners and Clerical Workers (Revised Series), San Francisco-Oakland-San Jose, CA Average, 1982-84=100 [Series ID CWURA422SA0]”:

If the CPI for March of any year exceeds the previous year CPI for March (the hourly rate shall be multiplied by the Subject CPI and divided by the previous CPI to obtain the adjusted hourly rate.)

(c) *Maximum Amount.* The total annual compensation due to CSG for Special Services shall not exceed the amount appropriated for Special Services by the City Council.

## **9. Reimbursable Expenses**

(a) Town agrees to reimburse CSG for the following expenses that are directly, reasonably and necessarily incurred in performing the Services:

(i) Copying or reproducing drawings, specifications and other documents, excluding reproductions for office use of CSG;

(ii) Making renderings, models and mock-ups;

(iii) Postage and handling of mass mailings, such as Proposition 218 Notices and Information about Recycling Obligations; and

(iv) Other items authorized in writing in advance by City Manager.

(b) Notwithstanding the foregoing, expenses in excess of \$2,500 per month must be approved in advance in writing by the City Manager.

#### **10. Payment Terms**

CSG shall submit to Town a monthly itemized statement of fees and, if applicable, reimbursable expenses, showing the Services rendered by CSG for that month. Town shall, within 30 days of receiving such statement, pay CSG for all Services satisfactorily completed, and all reimbursable expenses, if applicable.

#### **11. Other Town Obligations**

(a) Town shall provide employees or contractors to perform the day-to-day work required of any Town department or division such as maintenance, repairs, and construction work under force account procedures.

(b) Town shall provide and maintain vehicles, equipment and tools for use by Town employees to perform the day-to-day work required of its departments or divisions.

(c) The City Attorney may provide advice on Town matters to CSG, acting as the Town's representative. CSG understands and acknowledges that the Town – not CSG -- is the client of the City Attorney, and that in any matter affecting CSG's own interests, CSG may not seek the advice of the City Attorney but must seek the advice of an independent attorney of its own choosing.

#### **12. Term, Termination**

(a) *At Will Term.* Either Party may terminate this Contract at any time by giving written notice to the other Party of such termination and specifying the effective date thereof. Upon termination, CSG shall be compensated only for those Services which have been satisfactorily completed as of the effective date of termination, and CSG shall be entitled to no further compensation unless the Town and CSG enter into a separate contract for future services.

(b) *Effect of Termination.* If this Contract is terminated as provided herein, Town may require CSG to provide Town all finished or unfinished documents, information and work product of any kind prepared by CSG in connection with the performance of Services under this Contract. CSG shall be required to provide, at its own expense, such documents, information and work product within fifteen (15) days of the request.

(c) *No Continuing Contract.* Nothing in this Contract shall be interpreted to imply that the Town must maintain any contractual relationship with CSG on a continuing basis after termination of this Contract.

### **13. Control and Payment of Subordinates; Independent Contractor**

The Services shall be performed by CSG or under its supervision. CSG will determine the means, methods and details of performing the Services subject to the requirements of this Contract. Town retains CSG on an independent contractor basis and not as an employee. CSG retains the right to perform similar or different services for others during the term of this Contract. Any additional personnel performing the Services under this Contract on behalf of CSG shall also not be employees of Town and shall at all times be under CSG's exclusive direction and control. CSG shall pay all wages, salaries, benefits, and other amounts due such personnel in connection with their performance of Services under this Contract and as required by law. CSG shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

### **14. Authorized Representatives**

(a) *Town's Representative.* The Town hereby designates the City Manager, or his or her representative, to act as its representative in managing this Contract ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town for all purposes under this Contract. CSG shall not accept direction or orders from any person other than the Town's Representative.

(b) *CSG's Representative.* CSG hereby designates Dave Gottlieb to act as its representative in managing this Contract ("CSG's Representative"). CSG's Representative shall have full authority to represent and act on behalf of the CSG for all purposes under this Contract. The CSG's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Contract.

(c) *Coordination of Services.* CSG agrees to work closely with Town staff in the performance of Services and shall be available to Town's employees and Town consultants at all reasonable times.

### **15. Warranties**

CSG represents and warrants that:

(a) CSG is skilled and experienced in providing to public entities the services described herein, and is familiar with the plans of the Town of Colma;

(b) All CSG employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them;

(c) CSG, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Town Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract;

(d) CSG is ready, willing and able to perform the services described in this Contract without the use of Town equipment, materials, tools, facilities, training, or administrative or legal services, unless otherwise provided under this or a separate agreement.

(e) CSG covenants that neither it nor any officer of the corporation has any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of CSG's services under this Contract.

(f) CSG has not employed nor retained any company or person, other than a bona fide employee working solely for CSG, to solicit or secure this Contract. Further, CSG warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CSG, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Town shall have the right to rescind this Contract without liability.

## **16. Laws and Regulations**

(a) CSG shall keep itself fully informed of all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Services, including all Cal/OSHA requirements, and shall give all notices, whether to third parties or CSG's employees or subcontractors, as required by law.

(b) All Services shall be subject to, and performed in accordance with all applicable local, state and federal laws, rules and regulations.

## **17. CSG's Indemnification Obligations**

(a) *Duties.* CSG shall, at its own cost and expense, defend, indemnify, and hold harmless the Town and its elected and appointed officers, agents, and employees from and against any Claim, including, without limitation, reasonable attorneys' fees, experts' fees and court costs, to the extent caused by the willful misconduct, recklessness or negligent conduct of CSG or its directors, officers, agents, or employees. Town shall: (i) give CSG prompt written notice of such Claim; and (ii) allow CSG to control, and fully cooperate with CSG in, the defense and all related negotiations.

(b) *Claims.* The *Claims* protected against are as follows:

(i) Any and all losses, claims, actions, and liabilities of any kind allegedly suffered, incurred or threatened because of actions described herein, and include claims for damages for personal injury, death, property damage, inverse condemnation, or any combination of these, and shall also include the defense of any suit(s), action(s) or other proceeding(s) asserting those liabilities.

(1) Scope of Duties.

a. The duty to indemnify under this Section 17(b)(i) applies only to acts or omissions caused by the willful misconduct, recklessness or negligent conduct, whether active or passive, on the part of the CSG or any of its subcontractors, officers, agents or employees. CSG shall not be liable to indemnify or defend Town for any act or omission arising solely from the willful misconduct, recklessness, or negligence of the Town.

b. The duty to defend applies to any acts or omissions caused by CSG or any of its officers, agents or employees.

(ii) Fifty percent (50%) of the cost of any and all losses, claims, actions, and liabilities of any kind incurred or threatened as a result of the representation of CSG or its status, and the status of CSG personnel assigned to perform the Services, as an independent contractor with such obligation running from the effective date of this Contract.

(c) *Survival; Interpretation.* This obligation to indemnify and defend Town as set forth herein is binding on the successors, assigns, or heirs of CSG and shall survive the termination of this agreement or this section. By execution of this Contract, CSG acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration. If any part of this Indemnification is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification shall be judicially interpreted and rewritten to be legally binding upon CSG.

## **18. Town's Indemnification Obligations**

(a) *Duties.* Town shall, at its own cost and expense, defend, indemnify, and hold harmless the CSG and its officers, agents, and employees from and against any Claim, including, without limitation, reasonable attorneys' fees, experts' fees and court costs, to the extent caused by the willful misconduct, recklessness or negligent conduct of Town or its directors, officers, agents, or employees. CSG shall: (i) give Town prompt written notice of such Claim; and (ii) allow Town to control, and fully cooperate with Town in, the defense and all related negotiations.

(b) *Claims.* The *Claims* protected against are any and all losses, claims, actions, and liabilities of any kind allegedly suffered, incurred or threatened because of actions described herein, and include claims for damages for personal injury, death, property damage, inverse

condemnation, or any combination of these, and shall also include the defense of any suit(s), action(s) or other proceeding(s) asserting those liabilities.

(c) Scope of Duties.

(i) The duty to indemnify applies only to acts or omissions caused by the willful misconduct, recklessness or negligent conduct, whether active or passive, on the part of the Town or any of its subcontractors, officers, agents or employees. Town shall not be liable to indemnify or defend CSG for any act or omission arising solely from the willful misconduct, recklessness, or negligence of CSG.

(ii) The duty to defend applies to any acts or omissions caused by Town or any of its officers, agents or employees.

(d) *Survival; Interpretation.* This obligation to indemnify and defend Town as set forth herein is binding on the successors, assigns, or heirs of Town and shall survive the termination of this agreement or this section. By execution of this Contract, Town acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration. If any part of this Indemnification is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification shall be judicially interpreted and rewritten to be legally binding upon Town.

## 19. Insurance

(a) *Insurance Required before Work Commences.* CSG shall not commence the Services under this Contract until it has provided evidence satisfactory to the Town that it has secured all insurance required under this Section. In addition, CSG shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Town that the subcontractor has secured all insurance required under this Section.

(b) *Required Minimum Insurance.* CSG shall, at its sole cost and expense, procure and maintain for the duration of this Contract the following types of insurance coverage:

(i) *Comprehensive general liability insurance* (using Insurance Services Office form CG 00 01 12 04 or exact equivalent) with a minimum combined single limit in the amount of two million dollars (\$2,000,000) per occurrence for bodily or personal injury to, illness of, or death of persons, and damage to property. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.

(ii) *Automobile liability insurance* (using Insurance Services Office form number CA 0001, Code 1 covering "any auto" (Symbol 1), or exact equivalent), covering bodily injury and property damage for all activities shall be in an amount of not less than \$1,000,000 combined limit for each occurrence. If CSG does not own any company vehicles or may not be

able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following: (1) a Personal Automobile Liability policy for the CSG's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if CSG uses vehicles of others (e.g., vehicles of employees).

(iii) *Worker's Compensation Insurance* as required by the laws of the State of California and *Employer's Liability Insurance* with a limit of not less than \$1,000,000.00 per accident for bodily injury and disease. CSG's workers compensation insurance policy shall provide that the insurer waives all rights of subrogation against Town, its elected officials, officers, agents, employees and volunteers for losses arising from the Services performed by CSG for Town under this Contract. Any notice of cancellation or non-renewal for all workers compensation policies must be received by the Town at least thirty (30) days prior to such change. CSG shall require each subcontractor to maintain Workers' Compensation insurance and Employer's Liability insurance in accordance with the laws of the State of California for all of the subcontractor's employees.

(iv) *Errors and Omissions Liability Insurance*, which specifically covers the Services to be performed under this Contract, in the minimum amount of two million dollars (\$2,000,000), and deletes any exclusions that may potentially affect the Services (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Contract and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

(c) *Requirements for all insurance policies.* All insurance coverage required by this Section, except Errors and Omissions Liability Insurance, shall:

(i) In an endorsement thereto, name Town and its elected officials, appointed officials, officers, agents and its employees as additional insureds as such insurance coverage pertains to this Municipal Services Contract between the Town and CSG;

(ii) Be primary and noncontributing with any insurance which may be carried by Town;

(iii) Afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the policy period;

(iv) Apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross-liability endorsement).

(v) Expressly provide that Town, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to Town and

that the insurer waives all rights of subrogation against Town, its officers, agents, employees and volunteers for losses arising from work performed by CSG for Town; and

(vi) Expressly provide that the policy shall not be cancelled or altered until CSG or its insurer gives thirty (30) days written notice of cancellation or alteration to the Town, except ten (10) days shall be allowed for nonpayment of premium.

(d) *Endorsements.* Required insurance policies under this Section shall not be in compliance if they include any sort of limiting provision or endorsement that has not first been submitted to the Town for approval. The Additional Insured Endorsements shall not: (1) be restricted to "ongoing operations"; (2) exclude "contractual liability" (except with respect to Errors and Omissions Liability Insurance); (3) restrict coverage to "sole" liability of CSG; or (4) contain any other exclusions contrary to the Contract;

(e) *Insurer's Qualifications.* All insurance required under this section and all renewals of this Contract shall be issued by good and responsible companies admitted to do and doing business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law, with a current A.M. Best's rating of "A:VII" or better.

(f) *Deductibles and Self-Insurance Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the Town. CSG shall guarantee that, at the option of the Town, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its directors, officials, officers, employees, agents and volunteers; or (2) the CSG shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

(g) *Verification of Coverage.* CSG shall furnish Town with certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Town. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.

(h) *Failure to Maintain Coverage.* CSG agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Town. The Town shall have the right to withhold any payment due CSG until CSG has fully complied with the insurance provisions of this Contract. In the event that the CSG's operations are suspended for failure to maintain required insurance coverage, the CSG shall not be entitled to an extension of time for completion of the Services because of production lost during suspension. In addition, if CSG fails to insure or fails to furnish Town proof of insurance as required by Town, Town, in addition to any other remedy provided by law, shall have the right, with prior reasonable notice to CSG, from time to time to effect such insurance for the benefit of CSG or Town or both of them and all premiums paid by Town shall be payable by CSG on demand.

(i) *Insurance for Subcontractors.* All subcontractors hired by CSG to perform the Services under Contract shall be included as additional insureds under the CSG's policies, and CSG shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of the insurance requirements set forth in this Section 16, including adding the Town as an additional insured to the subcontractor's policies. CSG shall provide to Town satisfactory evidence of these requirements as required in Town's discretion.

## **20. Safety**

CSG shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, CSG shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

## **21. Records**

### **(a) Duty to Render Reports.**

(i) CSG shall keep accurate and complete daily records to support all items invoiced to Town under this Contract. All such records shall be clearly identifiable, and shall include, without limitation, an itemization of all Services performed by CSG and each employee of CSG, showing the name of the person performing the work, hours worked and total hours worked per fiscal year, type of work performed by each, wages paid to each, and materials used in the Services. CSG shall preserve those records for two (2) years after completion of the Services.

(ii) CSG shall allow a representative of Town during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Contract. CSG shall allow inspection of all work, data, documents, proceedings, and activities related to the Contract for a period of three (3) years from the date of final payment under this Contract.

### **(b) Public Records Act**

(i) If CSG claims or intends to claim that any document provided by CSG to the Town contains confidential information of any kind or nature, including, for example and without limitation, trade secret or proprietary information, CSG shall stamp "Confidential" on each such document that it delivers to the Town.

(ii) CSG understands that the Town is subject to the California Public Records Act ("CPRA") and that, although the CPRA recognizes that certain confidential information may

be protected from disclosure under certain circumstances, the Town of Colma may not be in a position to establish that any or all of purportedly confidential information is exempt from disclosure under the CPRA. If a third-party makes a request to inspect or copy any information claimed by CSG to be confidential, Town shall have no duty to oppose the request other than to provide CSG with reasonable notice to allow CSG to seek protection from disclosure by a court of competent jurisdiction, and shall in no event be liable to CSG for damages of any kind or nature arising from or in connection with Town's release of any information that CSG has provided to Town in connection with this Contract pursuant to a CPRA request or as otherwise required by law.

(c) Ownership of Records; Confidentiality

(i) All reports, information, data, or other material given to, prepared by or assembled by the CSG as part of the work or services under these specifications ("Documents and Data") shall be the property of the Town. CSG shall not disclose those Documents or Data to any other individual or organization without the prior written approval of the Town. CSG shall preserve the confidentiality of all information that it acquires from Town and shall not use such information except with the prior written permission of the Town. On the Town's written request, CSG will return to Town all tangible expressions (including copies and electronic media) of all such information and certify in writing as to any and all tangible expressions that have been lost or destroyed. The obligations stated in this paragraph will not apply to information that has been publicly disclosed or for which disclosure is required under applicable law.

(ii) CSG represents and warrants that CSG has the legal right to grant Town permission to use any and all Documents & Data. CSG makes no such representation and warranty in regard to Documents & Data that were prepared by design consultants other than CSG or provided to CSG by the Town. Town shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Contract shall be at Town's sole risk.

## 22. General Terms and Conditions

(a) *Termination of Prior Contract.* The Municipal Services Contract between the parties, dated September 13, 2012, as amended, is hereby terminated.

(b) *Prior Approval Required to Subcontract.* CSG shall not subcontract any portion of the work required by this Contract, except as expressly stated herein, without prior written approval of Town. CSG shall require each of its subcontractors to agree in writing to be bound by the provisions in the sections of this Contract entitled: Laws and Regulations, Safety, Financial Records, Public Records Act, Ownership of Records, and Confidentiality.

(c) *Cooperation; Further Acts.* The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Contract.

(d) *Attorney's Fees.* If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

(e) *Conflict-of-Interests Code.* CSG will require each of its employees who work on the Services to comply with all applicable requirements of the Town's Conflict-of-Interests Code. Each person serving in a designated position shall properly and timely file a Statement of Economic Interests (FPPC Form 700) with the City Clerk if required by the Town's Conflict-of-Interest Code, and shall not make, participate in, or influence any decision in which he or she has a financial interest, as required by the Political Reform Act and FPPC regulations thereunder, and by common law principles.

(f) *Equal Opportunity Employment.* CSG represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

(g) *Labor Certification.* By its signature hereunder, CSG certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

(h) *Authority to Enter Contract.* CSG has all requisite power and authority to conduct its business and to execute, deliver, and perform the Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right, and authority to make this Contract and bind each respective Party.

(i) *Entire Contract.* This Contract contains the entire Contract of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both parties.

(j) *Governing Law.* This Contract shall be governed by the laws of the State of California. Venue shall be in San Mateo County.

(k) *Town's Right to Employ Other Consultants.* Town reserves right to contract with other consultants in connection with any of the Services.

(l) *Successors and Assigns.* This Contract shall be binding on the successors and assigns of the parties.

(m) *Assignment or Transfer.* CSG shall not assign, hypothecate, or transfer, either directly or by operation of law, this Contract or any interest herein without the prior written

consent of the Town. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

(n) *Construction; References; Captions.* Since the Parties or their agents have participated fully in the preparation of this Contract, the language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to CSG include all personnel, employees, agents, and subcontractors of CSG, except as otherwise specified in this Contract. All references to Town include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Contract. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Contract.

(o) *Amendment; Modification.* No supplement, modification, or amendment of this Contract shall be binding unless executed in writing and signed by both Parties.


(p) *Waiver.* No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

(q) *No Third Party Beneficiaries.* There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

(r) *Invalidity; Severability.* If any portion of this Contract is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

(s) *Counterparts.* This Contract may be signed in counterparts, each of which shall constitute an original.

(t) *Own Attorney.* CSG acknowledges that (i) Best Best & Krieger, LLP represented the Town of Colma in the negotiation and preparation of this contract and that CSG has not sought or obtained legal advice from Best Best & Krieger, LLP, and (ii) CSG had ample time and opportunity to seek the advice of its own attorney prior to signing this contract, and [did] [did not] do so.

 CSG Initials
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(u) *Notices.* All notices permitted or required under this Contract shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Town: City Manager  
Town of Colma  
1198 El Camino Real  
Colma, CA 94014

CSG: Dave Gottlieb  
CFO, CSG Consultants Inc.  
550 Pilgrim Drive  
Foster City, CA 94404

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**TOWN OF COLMA**

Dated 6/6/19

By: Joanne F. del Rosario  
Joanne F. del Rosario, Mayor

**CSG CONSULTANTS, INC.**

Dated 6/12/19

By: Cyrus Kianpour  
Cyrus Kianpour, President

**EXHIBIT A: STAFF AUGMENTATION SERVICES,  
DETAILED DESCRIPTION**

**1. Director of Department of Public Works and Planning**

(a) *Executive Duties.* The Director, or his or her representative, shall:

(i) Attend meetings of the City Council, City staff, public officials, community leaders, developers, consultants, and the general public, and shall make recommendations or decisions on matters assigned to him or her for study or decision;

(ii) Analyze Town's needs and prepare, recommend, and administer long and short-range programs consistent with the economic capabilities of Town, including preparation of the annual Capital Improvement Plan and Annual Budget;

(iii) Supervise and manage all CSG employees providing public works/engineering, Building Code, planning and Code Enforcement services to or on behalf of the Town;

(iv) Supervise and manage the operations of each department or division under the Department.

(b) *Specific Tasks.* Without limiting the foregoing, the Director shall:

(i) Prepare a proposed budget for all services to be rendered by CSG, and manage all employees and services to stay within the budget; and

(ii) Provide information, support and documentation for projects submitted by other departments including City Attorney and Chief of Police.

**2. Engineering Services**

(a) *Scope.* The Engineering Services Unit is responsible for the administration and implementation of the Capital Improvement Program (CIP), the federally mandated Stormwater Pollution Control Program, flood control, sewer services, compliance with the Subdivision Map Act, the Town's Geographic Information System (GIS) system, traffic engineering, civil engineering for the Town, and for the review and inspection of development projects, and other related duties and responsibilities assigned by CSG pursuant to the Contract.

(b) *Executive Duties.* The person appointed as City Engineer, or his or her representative, will attend meetings of the City Council, City staff, public officials, community leaders, developers, consultants, and the general public; make recommendations or decisions on matters assigned to him or her for study or decision; and supervise and manage all personnel and operations performing engineering services as per the direction from the Public Works Director

(c) *General Engineering Services.* Without limiting the foregoing, CSG shall:

(i) Provide onsite personnel to accept and process documents relating to the City Engineer's duties and responsibilities, and to assist members of the public on the process for obtaining determinations or services from the City Engineer;

(ii) Recommend regulations and ordinances pertaining to engineering matters, and assist with revising or implementing new regulations and ordinances;

(iii) Advise the Town on engineering and construction financing available from other governmental agencies, and prepare and initiate application for such funding when directed;

(iv) Establish and maintain working relationships and coordination with all other public agencies and private utilities associated with engineering matter affecting Town; and

(v) Perform other engineering services as may be required to implement various city projects.

(vi) Perform functions of City Engineer, including reviewing and processing tentative tract and parcel maps, site plans, and other submittal for developments and making or recommending actions and decisions regarding such matters;

(vii) Check all improvement plans for facilities under the jurisdiction of Town and prepared by private developers;

(viii) Establish performance and labor and material bond amounts when required and require posting of such securities and other development fees within the proper time sequence of such development review;

(ix) Provide such necessary and related functions in the City Engineering review of private developments, including grading review and inspection;

(x) Provide field inspection during construction of such improvements by private developers and at the proper time recommend notices of completion and acceptance of the work; and

(xi) Provide staff to function in the Emergency Operations Center and perform emergency management services as required.

(xii) City Surveyor services

(d) *Capital Improvement Project Services (Special Services)*. Without limiting the foregoing, CSG shall coordinate and schedule all management aspects of all Capital Improvement Projects. The Director of Public Works will keep the City Manager informed of each projects' schedule, budget and any problems that occur. Reports at more frequent intervals will be provided when conditions, problems, or requests warrant., and the City Engineer shall make recommendations or decisions on matters assigned to him or her for study or decision. The specific tasks involved are as follows:

- (i) Provide estimates for engineering and construction costs;
- (ii) Prepare engineering plans and specifications;
- (iii) Perform architect's and engineer's land surveys;
- (iv) Recommend contractor and monitor construction;
- (v) Prepare bids and supervise bid procedures;
- (vi) Conduct preconstruction conferences;
- (vii) Prepare and administer construction contracts;
- (viii) Maintain project records of specifications and addenda, procurements of contractors, and construction monitoring;
- (ix) Resolve disputes over contract; and
- (x) Prepare progress payment reports to the Town.

### **3. Public Works**

(a) *Scope.* The Public Works Unit is responsible for the maintenance of the Town's parks, roadway medians and other open space; maintenance of Town facilities, vehicles and equipment; maintenance of drainage, catch basins and creeks; street sweeping; administration of the solid waste franchise agreement and recycling programs; administration of sewer services programs; and other related duties and responsibilities assigned by CSG pursuant to the Contract.

(b) *Executive Duties.* The person appointed as Public Works Director, or his or her representative, shall attend meetings of the City Council, City staff, public officials, community leaders, developers, consultants, and the general public; make recommendations or decisions on matters assigned to him or her for study or decision; and supervise and manage all personnel and operations performing public works services, except Town employees.

(c) *As Needed Duties.* Without limiting the foregoing, CSG shall:

(i) Manage contractors assigned to maintain the Town's properties, facilities and equipment;

### **4. Planning Services**

(a) *Scope.* The City Planner is responsible for all environmental and land use related services. The specific programs within the Planning Services division include: general administration, development processing, zoning administration, architectural review, subdivision processing, zoning enforcement, General Plan administration, environmental review, housing, and special planning studies.

(b) *Executive Duties.* The person appointed as City Planner, or his or her representative, shall attend meetings of the City Council, City staff, public officials, community leaders, developers, consultants, and the general public; make recommendations or decisions on matters assigned to him or her for study or decision; and supervise and manage all personnel and operations performing planning services. *Planning Services.* Without limiting the foregoing, CSG shall:

(i) Provide onsite personnel to accept and process documents relating to the City Planner's duties and responsibilities, and to assist members of the public on the process for obtaining determinations or services from the City Planner;

(ii) Prepare the Initial Study and the Notice of Determination or Notice of Exemption for each Town project, and when authorized, a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report for a public or private project;

(iii) Review applications for land use entitlements such as use permits, variances, amendments to the General Plan, Specific Plans, and Design Development Plans, investigate and present evidence of the effect of the proposed applications, prepare proper findings in support of recommendations, and make recommendations to the City Council;

(iv) Annually review the General Plan, prepare a report to the City Council on the status of the General Plan and progress in its implementation, and make recommendations from time to time on the General Plan;

(v) Act as Zoning Administrator in hearing and determining applications for administrative permits;

(vi) Prepare, recommend and administer both short term and long-range programs of service in the area of Community Development and Economic Development;

(vii) Be reasonably available to meet with the public, outside agencies and Town staff designated by the City Manager;

(viii) Effectively advise on matters relating to regional planning and housing compliance issues;

(ix) Provide a planning liaison to San Mateo County and to cities adjoining the Town of Colma upon request by Town and agreed to by CSG; and

(x) Provide other special studies that may be requested by agreement of the Parties from time to time.

## **5. Building Code Compliance Services**

(a) *Scope.* The Building Official is responsible for promoting health and safety in the construction and maintenance of buildings and structures, and the maintenance of property through enforcement of uniform building codes, conservation standards, regulations, and ordinances.

(b) *Turnaround Times.* CSG acknowledges that turnaround time for all plan review projects should be performed in a timely manner as follows:

(i) Fifteen (15) working days for residential addition or small tenant improvement projects.

(ii) Fifteen (15) working days for other residential, tenant improvement, and light commercial projects.

(iii) Fifteen (15) to twenty (20) working days for complex and commercial projects.

(iv) Ten (10) working days for residential, tenant improvement, and light commercial project resubmittals.

(v) Ten (10) working days for complex project resubmittals.

(vi) This schedule may be modified by verbal agreement between the Town and CSG, for specific projects requiring additional time based upon size, scope, or complexity.

(c) *Fee Schedule.* For the performance of building plan review services, CSG shall be compensated as follows:

(i) CSG shall receive sixty-five percent (65%) of the plan review fee collected by the Town as pertaining to each individual project submittal. The 65% fee includes an initial plan check and two (2) subsequent rechecks. Additional plan checks, revisions, and deferred submittals shall be billed in accordance with the applicable hourly rate set forth in Exhibit B.

(ii) Expedited plan review may be made available to the Town upon request. The turnaround time will be negotiated on a project to project basis. For the performance of expedited plan review services, CSG shall receive eighty-five percent (85%) of the plan review collected by the Town as pertaining to each individual project submittal. The 85% fee includes an initial plan check and two (2) subsequent rechecks. Additional plan checks, revisions, and deferred submittals shall be billed at 1.5 times the applicable hourly rate set forth in Exhibit B.

(d) *Executive Duties.* Under the direction of the Public Works Director, the person appointed as Building Official, or his or her representative, shall attend meetings of the City Council, City staff, builders, developers, consultants, and the general public regarding compliance with or violations of Town ordinances and regulations; make recommendations or decisions on matters assigned to him or her for study or decision; and supervise and manage all personnel and operations performing building code services.

(e) *As Needed Duties.* Without limiting the foregoing, the Building Official shall:

(i) Provide onsite personnel to accept and process documents relating to the Building Official's duties and responsibilities, and to assist members of the public on the process for obtaining determinations or services from the Building Official;

(ii) Manage building plan review and inspection services for compliance with all applicable construction codes and ordinances; and

(iii) Provide an inspection record for each project inspected and shall maintain an inspection file for Town's record.

**6. Code Enforcement Services:**

(a) The Code Enforcement Officer is responsible for enforcing the Colma Municipal Code and applicable federal and state laws throughout the Town. Code Enforcement is vital to protection of the public's health, safety and quality of life and to the protection of the sizeable public investment that the Town has made and will continue to make throughout the community.

(b) *Executive Duties.* The person appointed as Code Enforcement Officer, or his or her representative, shall upon request, attend meetings of the City Council, City staff, and the general public regarding violations of Town ordinances and regulations; make recommendations or decisions on matters assigned to him or her for study or decision; and supervise and manage all personnel and operations performing code enforcement services.

(c) *Specific Duties.* Without limiting the foregoing, CSG shall:

(i) Conduct outreach programs for the general public as well as individual violators to encourage compliance with applicable laws, ordinances and regulations;

(ii) Conduct inspections of properties suspected to be in violation of any ordinance or regulation;

(iii) Write and issue notices of violations and administrative citations; and

(iv) Take such other actions as are reasonable to enforce the laws and regulations applicable to abating nuisances.

## Exhibit B

### Town of Colma - Proposed Fee Schedule

Prepared by CSG Consultants, Inc.

Effective July 1, 2019

<b><u>Staff Augmentation Services</u></b>	<b><u>Proposed Rates as of July 2019</u></b>
Director of Public Works	\$ 170.00
City Engineer	\$ 170.00
Deputy Director of Public Works	\$ 160.00
Senior Engineer	\$ 153.00
Associate Engineer	\$ 143.00
Assistant Engineer	\$ 108.00
City Planner	\$ 143.00
Deputy City Planner	\$ 143.00
Associate Planner	\$ 105.00
Assistant Planner	\$ 95.00
Building Official	\$ 135.00
Building Inspector	\$ 115.00
Sustainability Programs Manager	\$ 133.00
Code Enforcement Officer	\$ 107.00
<b><u>Special Services</u></b>	<b><u>Proposed Rates as of July 2019</u></b>
Senior Principal Engineer	\$ 240.00
Principal Engineer	\$ 220.00
Senior Engineer	\$ 190.00
Senior Structural Engineer	\$ 210.00
Associate Engineer	\$ 165.00
Assistant Engineer	\$ 145.00
Engineering Technician	\$ 125.00
Resident Engineer	\$ 200.00
Assistant Resident Engineer	\$ 165.00
Construction Inspector	\$ 140.00
Land Surveyors - 2 person Crew	\$ 320.00
Principal Planner	\$ 180.00
Senior Planner	\$ 160.00
Associate Planner	\$ 140.00
Inspector/Assistant Resident	\$ 135.00
CASp Inspection & Consultation	\$ 150.00
Admin support/Counter Technician	\$ 90.00





# STAFF REPORT

TO: Mayor and Members of the City Council  
FROM: Brad Donohue, Director of Public Works, CSG  
Dave Bishop, Senior Engineer  
VIA: Brian Dossey, City Manager  
MEETING DATE: April 27, 2022  
SUBJECT: Mission Road Crosswalk Improvement Project – Bid Package Approval

---

## RECOMMENDATION

Staff recommends that the City Council by motion:

APPROVE BID DOCUMENT PACKAGE AND AUTHORIZE STAFF TO ADVERTISE NOTICE INVITING INFORMAL BIDS FOR THE 2022 MISSION ROAD CROSSWALK IMPROVEMENT PROJECT AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGES TO THE PLAN DOCUMENTS AS NEEDED OR REQUIRED

## EXECUTIVE SUMMARY

Staff has prepared project plans and specifications ("Bid Package") for the Mission Road Crosswalk Improvement Project ("Project"). Prior to soliciting bids for the Project, staff is requesting the City Council to review, comment on, and approve the Project Bid Package, plans and specifications. If approved, staff will proceed with soliciting bids in accordance with the Uniform Public Construction Cost Accounting Act for the Project.

## FISCAL IMPACT

There is no fiscal impact to approve the Bid Package at the time of contract award, staff will request from City Council a CIP budget amendment incorporating all project costs (construction, administrative, management costs and contingencies).

## BACKGROUND

At the City Council Study Session in April of 2021, staff was directed to install a high-visibility crosswalk on Mission Road at the North entrance of the Holy Cross Cemetery as an additional phase to the 2020 Mission Road Bicycle and Pedestrian Improvement Project.

## ANALYSIS

The Mission Road Crosswalk Improvement Project consists of concrete curb ramp extensions (bulb-outs), high-visibility crosswalk with rectangular rapid flashing beacons (RRFBs),

thermoplastic striping and markings, and all other associated work. Hot Asphalt Mix (HMA) speed hump is included in the project as a bid alternate.

The concrete ramp bulb-outs will extend the sidewalk into the parking lane to narrow the roadway and provide additional pedestrian space. Combined with the high-visibility crosswalk, and RRFBs, pedestrian visibility will increase through improved sight lines, pedestrian exposure to vehicles will decrease by shortening the crossing distance, and additional curb ramps will be provided to facilitate ADA accessibility at the mid-block.

### Speed humps

Concerns from residents and businesses in the area have stated that they have concerns regarding vehicle speeding in the Mission Road area. Speed humps can be a deterrent and bring an awareness to the drivers to slow down. Speed humps can also be controversial, so staff went door to door to the various businesses in the Mission Road Commercial neighborhood. 21 Businesses were interviewed regarding the installation of the speed humps. Of the 21 business, (this survey also included the Colma Fire Protection District), the business overwhelmingly favored installing the humps to hopefully slowdown traffic. Of the 21 interviews, two businesses were not in favor of the speed humps. A few of those who did favor the installation had concerns, such as wheel spaces between the speed humps for fire equipment to pass through and location of the speed humps. The bid proposal will include 2 speed humps, the bid proposal will also list the humps as a bid alternate item.

Staff prepared the Bid Package and engineers estimates in-house. A Notice Inviting Informal Bids for this Project will be sent to qualified bidders from the Town's list of contractors along with publishing the Notice Inviting Informal Bids on the Town's website. Staff will also reach out to qualified contractors via telephone calls and emails to notify them of the upcoming Project for bid.

The proposed tentative project schedule is as follows:

May 11th, 2022:	Approve PS&E Package and authorize to release bid package
May 2022:	Advertise Project
June, 2022	Award Construction Contract
July 2022	Start of Construction
July/Aug 2022	End of Construction

### **CITY COUNCIL VALUES**

The City Council's action is consistent with the City Council's value of being responsible, staying committed to their strategic plan and goals. By installing this crosswalk improvement on Mission Road, the City Council is improving the pedestrian accessibility, safety, and circulation for those who utilize and benefit from use of Colma local streets and roads.

## **CONCLUSION**

Staff seeks Council's motion to approve the Bid Package and authorize advertisement of the noticing inviting bids for the Project and authorizing the City Manager to approve minor changes and or additions as needed or required.

## **ATTACHMENTS**

- A. Bid Documents – Plans
- B. Bid Documents – Specifications

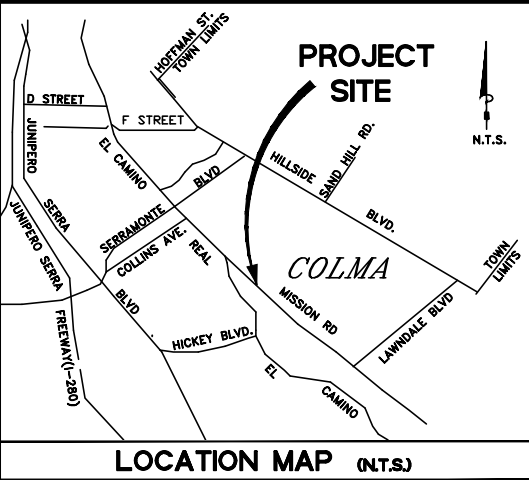




ATTACHMENT "A"

# 2022 MISSION ROAD CROSSWALK IMPROVEMENT PROJECT

TOWN OF COLMA, SAN MATEO COUNTY, CALIFORNIA



## SHEET NUMBERS AND TITLES

1. TITLE SHEET
2. CROSSWALK DETAIL
3. CONSTRUCTION DETAILS & NOTES

APPLICABLE STANDARD PLANS  
INCLUDING BUT ARE NOT LIMITED TO THE FOLLOWING:  
CALTRANS STANDARD PLANS (2018)

- A88A CURB RAMP DETAILS  
A24E PAVEMENT MARKINGS WORDS, LIMIT & YIELD LINES  
A24F PAVEMENT MARKINGS CROSSWALKS

## TOWN OF COLMA – STANDARD DETAILS

- 1 STANDARD CURB, GUTTER & SIDEWALK
- 2 NOTES: POUR IN PLACE CONCRETE

CALL TWO WORKING DAYS  
BEFORE YOU DIG  
IN CALIFORNIA,  
NEVADA AND HAWAII  
1-800-227-2600  
UNDERGROUND SERVICE ALERT

ALIGNMENT LINE TABLE		
#	BEARING	DISTANCE (FT)
L1	S 42°19'47" E	1006.49
L2	S 41°14'93" E	172.53
L3	S 41°56'47" E	1274.82
L4	N 47°40'13" E	25.13
L5	N 47°40'13" E	27.64

**BASIS OF BEARINGS**  
THE BEARING N41°59'41"W AS SHOWN BETWEEN 2 FOUND MONUMENTS, M1 & M2, LOCATED SOUTH OF EL CAMINO REAL, IN THE SIDEWALK ON THE WEST SIDE OF MISSION ROAD, WAS USED AS THE BASIS OF BEARINGS FOR THIS PROJECT. ALL MONUMENTS FOUND ARE SHOWN ON THIS SHEET. THE TOPOGRAPHIC SURVEY IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83) CCS83, CALIFORNIA ZONE 3.

MONUMENT M1 (BART 2" BRASS DISK): N 2073042.09, E 5996471.43  
MONUMENT M2 (BART 2" BRASS DISK): N 2072725.99, E 5996755.97

**PROJECT BENCHMARK**  
THE ELEVATIONS FOR THIS PROJECT ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

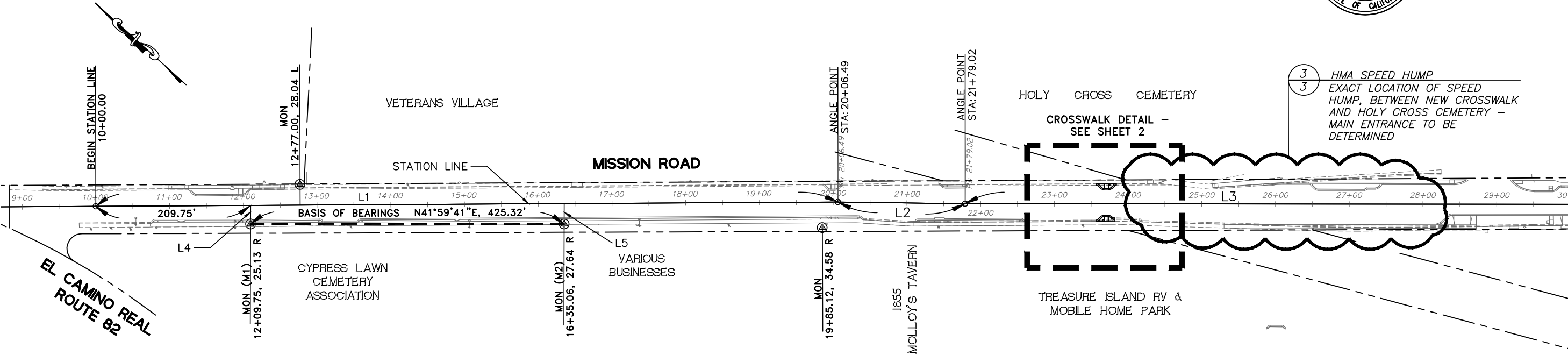
MONUMENT M1 (BART 2" BRASS DISK): ELEV. 94.94'  
MONUMENT M2 (BART 2" BRASS DISK): ELEV. 92.36'

TOWN OF COLMA

DATE: 3/XX/22  
CYRUS KIANPOUR, CITY ENGINEER R.C.E. 44799, EXPIRES 3/31/22

PREPARED UNDER MY SUPERVISION

DATE: 3/XX/22  
ANNE-SOPHIE TRUONG R.C.E. 68110, EXPIRES 9/30/23



HORIZONTAL & VERTICAL  
CONTROL SYSTEM & KEY MAP  
(N.T.S)

DESIGNED: ST/SH	DRAWN: SH	APPROVED:	NO.	REVISIONS	DATE
PREPARED BY: <b>CSG CONSULTANTS</b> 550 Pilsbury Drive Foster City, CA 94404 Phone (650) 922-2500 Fax (650) 922-2599					
PREPARED FOR: TOWN OF COLMA 1198 EL CAMINO REAL COLMA, CA 94014					
TITLE SHEET 2022 MISSION ROAD CROSSWALK IMPROVEMENT PROJECT					
SHEET 1 OF 3					
DATE: 5/11/22 JOB#: 18.393					
BIDSET					

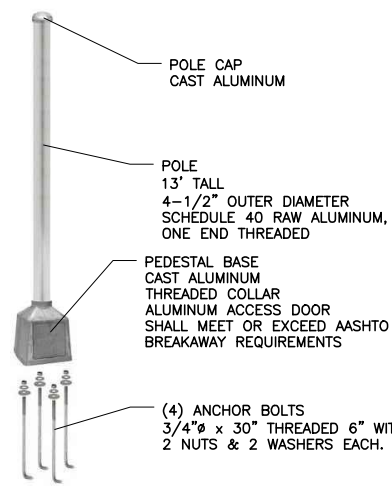


- CONSTRUCTION MATERIALS AND METHODS SHALL COMPLY WITH THESE PROJECT PLANS, THE TOWN OF COLMA STANDARD SPECIFICATIONS AND DETAILS, AND CALTRANS STANDARD PLANS AND SPECIFICATIONS, IN THAT ORDER, UNLESS OTHERWISE INDICATED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE REGULATIONS AND REQUIREMENTS OF THE TOWN ORDINANCES.
- SHOULD IT APPEAR THAT THE WORK TO BE DONE OR ANY MATTER RELATIVE THERETO IS NOT SUFFICIENTLY DETAILED OR SPECIFIED IN THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS DIRECTOR AND OBTAIN CLARIFICATION BEFORE PROCEEDING WITH THE WORK IN QUESTION. SHOULD EXISTING CONDITIONS SHOWN ON THESE PLANS DIFFER FROM ACTUAL CONDITIONS IN THE FIELD, THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS DIRECTOR BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL WORK RESULTING FROM LACK OF COORDINATION REGARDING PLAN / FIELD DISCREPANCIES WITH THE TOWN.
- ALL REVISIONS TO THESE PLANS MUST BE REVIEWED AND APPROVED IN WRITING BY THE ENGINEER OF RECORD AND THE PUBLIC WORKS DIRECTOR PRIOR TO CONSTRUCTION OF AFFECTED ITEMS. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ARRANGING REQUIRED INSPECTIONS BY THE PUBLIC WORKS DIRECTOR OR HIS/HER AUTHORIZED REPRESENTATIVE(S). NO DELAY OF WORK CLAIM WILL BE ALLOWED DUE TO THE CONTRACTOR'S FAILURE TO ARRANGE FOR TOWN INSPECTION IN ADVANCE. CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS DIRECTOR AT (650) 757-8888 A MINIMUM OF TWO (2) WORKING DAYS IN ADVANCE OF REQUIRED INSPECTIONS.
- CONTRACTOR SHALL POST 24-HOUR EMERGENCY TELEPHONE NUMBERS FOR PUBLIC WORKS, POLICE DEPARTMENT AND FIRE DEPARTMENT AND EMERGENCY MEDICAL SERVICE ON SITE PRIOR TO START OF CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE A 72 HOUR NOTICE TO ADJOINING PROPERTY OWNERS AND TENANTS PRIOR TO COMMENCING CONSTRUCTION WORK. NOTIFICATION SHALL BE BY LETTER AND SHALL BE APPROVED BY THE PUBLIC WORKS DIRECTOR.
- CONTRACTOR SHALL POST "NO--PARKING" SIGNS ON WORK AREA 72 HOURS PRIOR TO COMMENCING WORK. IF THE INTENDED WORK DOES NOT COMMENCE WITHIN 24 HOURS OF THE SCHEDULED DATE, ALL "NO PARKING" SIGNS SHALL BE REMOVED FROM THE SITE UPON CONCURRENCE FROM THE PUBLIC WORKS DIRECTOR.
- CONTRACTOR SHALL HAVE A CONSTRUCTION SUPERINTENDENT ON-SITE AND MUST HAVE READILY AVAILABLE TELEPHONE NUMBERS FOR EMERGENCY ASSISTANCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE AND PROTECTION OF THE FOLLOWING, INCLUDING, BUT NOT LIMITED TO: ADJOINING PREMISES, TREES, LANDSCAPING, FENCES, UTILITIES, SIDEWALKS AND STREETS FROM DAMAGE BY HIS OPERATIONS. CONTRACTOR SHALL REPAIR, REPLACE OR CLEAN ANY PART OF THE ABOVE MENTIONED TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR, AT NO ADDITIONAL COST TO THE TOWN OR THE ADJACENT PROPERTY OWNERS. FURTHERMORE, THE CONTRACTOR SHALL REPLACE OR REPAIR, AT HIS/HER OWN EXPENSE, ALL DAMAGED, REMOVED OR OTHERWISE DISTURBED EXISTING UTILITIES, UNDERGROUND OR SURFACE IMPROVEMENTS OR FEATURES OF WHATEVER NATURE, TO THEIR ORIGINAL CONDITION, WHETHER SHOWN ON THE PLANS OR NOT.
- ALL CONSTRUCTION STAKING SHALL BE DONE BY A CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING OR A LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA, HIRED BY THE CONTRACTOR. THE CONTRACTOR SHALL NOTIFY THE TOWN'S CONSTRUCTION INSPECTOR TWENTY-FOUR (24) HOURS IN ADVANCE OF COMMENCEMENT OF STAKING AND WHEN THE WORK WILL BE COMPLETED. THE CONTRACTOR SHALL ALLOW THE TOWN ADEQUATE TIME TO REVIEW AND APPROVE THE PROJECT STAKING PRIOR TO BEGINNING CONSTRUCTION. THIS TIME SHALL BE DETERMINED AND MUTUALLY AGREED UPON WITH THE CONTRACTOR AND TOWN AT THE PRE-CONSTRUCTION MEETING. THE TOWN RESERVES THE RIGHT TO MAKE REASONABLE ADJUSTMENTS TO THE STAKING WORK AS THE TOWN DEEMS NECESSARY AND WITHOUT REGARDS FOR ANY RELATED DELAYS TO CONSTRUCTION. THE CONTRACTOR SHALL WORK WITH THE TOWN IN ENSURING ANY MODIFICATIONS TO THE STAKING REQUIRED BY THE TOWN ARE IN PLACE PRIOR TO CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING PAVEMENT, ADJACENT LANDSCAPE AND OTHER IMPROVEMENTS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, ETC., TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS OR HAZARDOUS CONDITIONS.

1. ALL CONCRETE WORK AND MATERIALS SHALL BE IN COMPLIANCE WITH TOWN OF COLMA STANDARD DETAIL 1 "STANDARD CURB, GUTTER AND SIDEWALK" AND STANDARD DETAIL 2 "NOTES - POUR IN PLACE CONCRETE".
2. CONTRACTOR SHALL FURNISH A CONCRETE MIX DESIGN TO THE PUBLIC WORKS DIRECTOR AT LEAST TEN (10) WORKING DAYS PRIOR TO THE START OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE REQUIRED MIX DESIGN.
3. DETECTABLE WARNING SURFACE FOR MODIFIED CASE F RAMPS SHALL BE A PAVER STYLE OF TRUNCATED DOMES. NO SURFACE APPLIED MATTING SYSTEMS (I.E. GLUED OR SCREWED) STYLE OF DETECTABLE WARNING SURFACE SHALL BE ALLOWED.
4. INSTALLATION PATTERN AND COLOR OF THE DETECTABLE WARNING SURFACE SHALL BE DETERMINED BY THE TOWN OF COLMA.

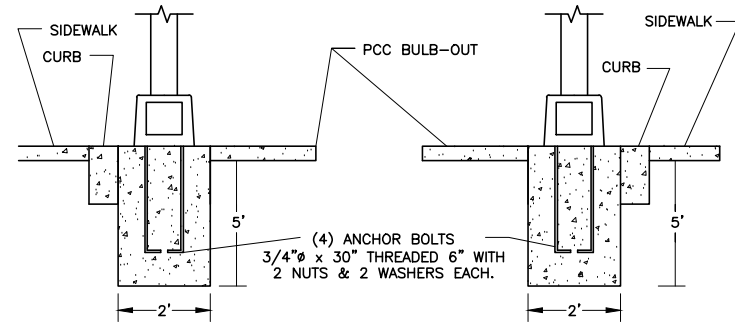
1. ALL STRIPING SHALL BE PER CALTRANS STANDARD PLANS, LATEST EDITION.
2. CROSSWALK STRIPING SHALL BE 10' LONG WHITE THERMOPLASTIC STRIPES, 12" WIDE SEPARATED BY 24" GAPS.

CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY ALL OF PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD BOTH DESIGN PROFESSIONALS AND THE TOWN OF COLMA HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF EITHER THE DESIGN PROFESSIONAL OR THE TOWN OF COLMA.



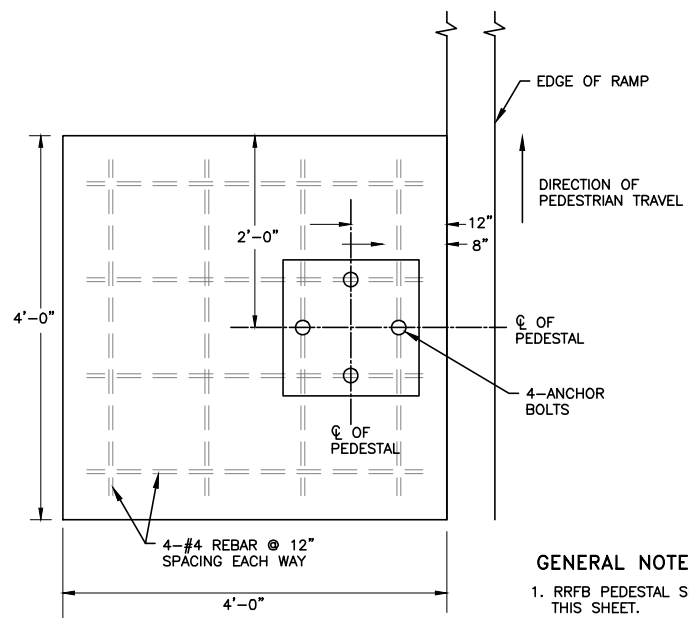
1. SIGN LOCATION, BRACKETS, RRFB, PUSH BUTTON, AND WIRELESS DEVICES SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
2. SIGNS SHALL COMPLY WITH LATEST CALIFORNIA MUTCD.
3. POST AND BASE FOR THE SIGN SHALL CONFORM TO THE SPECIFICATIONS.
4. SIGNS SHALL BE INSTALLED WITH U-BOLTS AND THEFT PROOF BOLTS

- (2) 13' TALL, 4.5" OUTER DIAMETER ALUMINUM POLE
- WITH FOUNDATION SYSTEM PER
- (4) W11-2 SIGNS (FYG)
- (2) W16-7P (LEFT) (FYG)
- (2) W16-7P (RIGHT) (FYG)
- (4) LED LIGHT BARS
- SOLAR POWER WITH WIRELESS TRANSMISSION
- ALL SOFTWARE AND HARDWARE REQUIRED FOR
- INSTALLATION
- PUSH BUTTON (2)

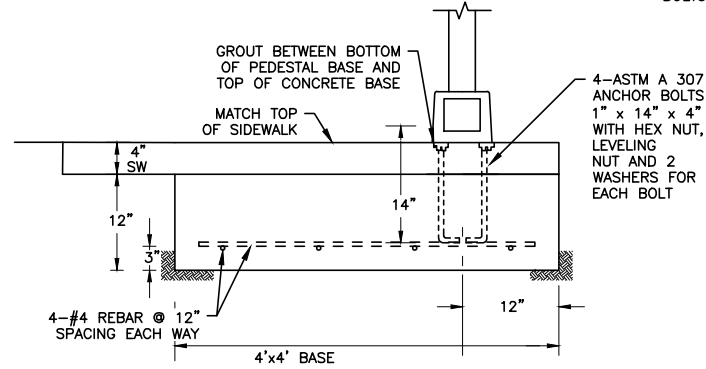


WEST SIDE OF STREET (TYP) EAST SIDE OF STREET (TYP)

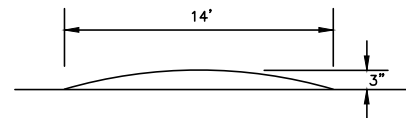
**1 RRFB POST, FOUNDATION, & SPECIFICATIONS**  
**(N.T.S.)**



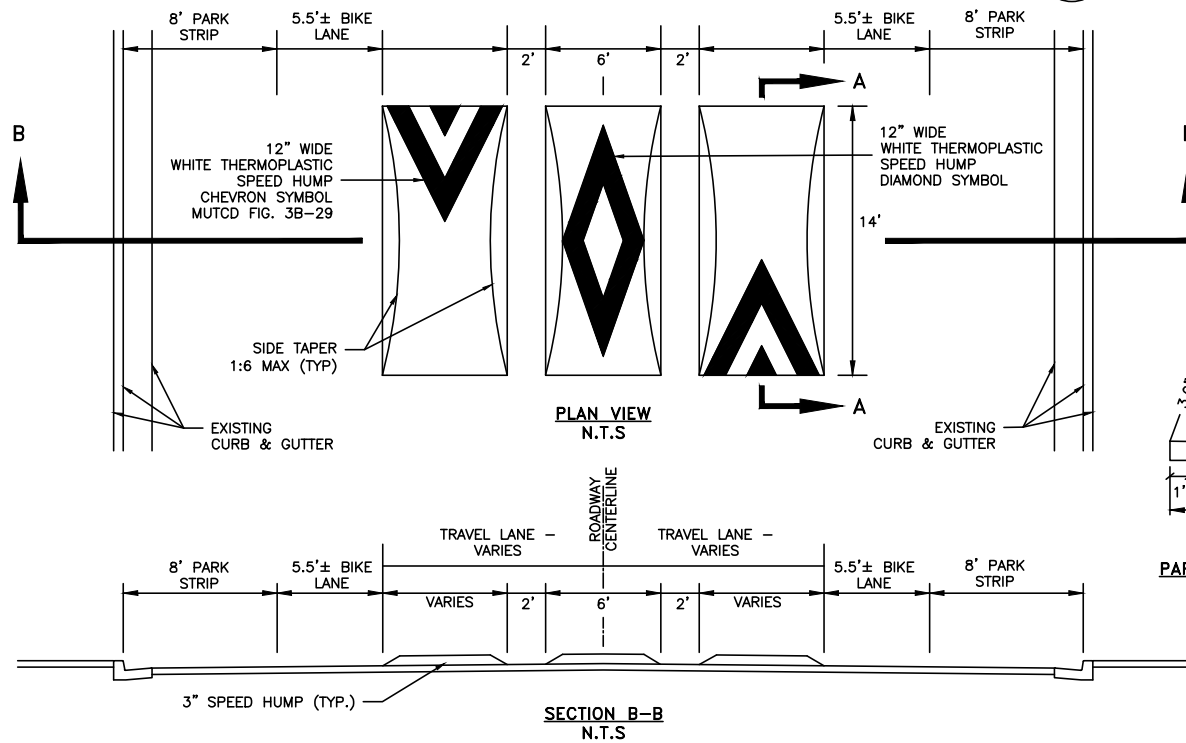
1. RRFB PEDESTAL SPECIFIED IN DETAIL 1, THIS SHEET.
2. RRFB PEDESTAL SHALL BE IN PLACE AND TRULY PLUMBED BEFORE PLACING DRY PACK.
3. BONDING OF RRFB PEDESTAL SHALL BE BY MEANS OF A BONDING WIRE OR BRAID ATTACHED TO ALL ANCHOR BOLTS.



SECTION A-A  
N.T.S



1. ALL MARKING SHALL BE WHITE THERMOPLASTIC
2. SPEED HUMP SHALL NOT BE INSTALLED NEAR DRAINAGE INLETS.
3. TRANSITION SIDE TAPER TO TERMINATE AT BIKE LANE STRIPE.
4. SPEED HUMPS SHALL BE CONSTRUCTED USING HMA TYPE A 1/2" GRADATION.



3	HMA SPEED HUMP
-	(N.T.S.)

TITLE: CONSTRUCTION DETAILS & NOTES 2022 MISSION ROAD CROSSWALK IMPROVEMENT PROJECT		PREPARED FOR: TOWN OF COLMA 1198 EL CAMINO REAL COLMA, CA 94014		PREPARED BY: CSG CONSULTANTS 550 Pilgrim Drive Foster City, CA 94404 Phone (650)522-2500 Fax (650)522-2599				DESIGNED: ST/SH DRAWN: SH APPROVED: _____		NO. _____ REVISIONS _____ DATE _____	
-------------------------------------------------------------------------------------------	--	--------------------------------------------------------------------------	--	---------------------------------------------------------------------------------------------------------------------------	--	------------------------------------------------------------------------------------	--	-------------------------------------------------	--	--------------------------------------------	--





**TOWN OF COLMA**  
**CONTRACT**  
**SPECIFICATIONS AND SPECIAL PROVISIONS**

FOR

**2022 Mission Road Crosswalk Improvement Project**

TO BE SUPPLEMENTED BY  
THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD  
PLANS AND SPECIFICATIONS, 2010 EDITION

**BID DUE DATE:** \_\_\_\_\_

SUBMIT BIDS TO:  
TOWN OF COLMA  
PUBLIC WORKS DEPARTMENT  
1198 El Camino Real  
Colma, CA 94014



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## NOTICE INVITING INFORMAL BIDS

NOTICE IS HEREBY GIVEN that the Town of Colma ("Town") invites informal bids for the 2022 Mission Road Crosswalk Improvement Project (the "Project") and will receive the bids until \_\_\_\_\_, at the Town Hall, located at 1198 El Camino Real, Colma, CA 94014.

The scope of work for the Project consists of furnishing all labor, equipment, materials, tools, and services necessary to construct pedestrian crosswalk improvements on Mission Road including PCC curb ramp extensions (bulb-outs), high-visibility crosswalk, rectangular rapid flashing beacons (RRFBs), HMA speed humps, thermoplastic striping and markings, red curb paint and all associated work.

The project is expected to begin in \_\_\_\_\_ and complete within **20** working days.

Bids must be for the entire work and submitted on the Town's Bid Forms. Bid Package including the Bid Forms is on file in the office of the Town of Colma Public Works Department located at 1198 El Camino Real, Colma CA 94014.

Each Bid shall be accompanied by cash, a certified or cashier's check, or Bid Bond secured from a surety company satisfactory to the City Council, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to Town of Colma as bid security. The bid security shall be provided as a guarantee that within five (5) working days after the Town provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with Town.

The Project is subject to the prevailing wage requirements. Pursuant to Labor Code Section 1773, Town has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in San Mateo County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute the Contract for the Project. A copy of these prevailing wage rates may be obtained via the internet at: [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In addition, a copy of the prevailing rate of per diem wages is available at the Town's Public Works Department and shall be made available to interested parties upon request.

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations.

It is also subject to compliance monitoring and enforcement by the Department of Industrial Relations under Labor Code Section 1771.4.

Unless otherwise provided in the Instructions for Bidders, each bidder shall be a licensed contractor pursuant to Sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the Contract: Class A

License.

Each bidder shall submit with this bid a statement setting forth his/her/its experience and business standing, and the experience of subcontractors to be employed on the work. The statements shall be made on the forms provided by the Town and must accompany each bid.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price.

**BY SUBMITTING A BID IN RESPONSE TO THIS SOLICITATION FOR BIDS, THE BIDDER SHALL BE CONCLUSIVELY DEEMED TO HAVE READ, UNDERSTOOD AND AGREED WITH ALL OF THE INFORMATION AND MATERIALS CONTAINED IN THE BID DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE CONSTRUCTION CONTRACT, THE STANDARD SPECIFICATIONS, THE SPECIAL PROVISIONS, THE REQUIRED NATURE AND AMOUNT OF INSURANCE AND THE DOCUMENTATION EVIDENCING SAID INSURANCE.**

For project information and bid documents, please contact Dave Bishop, Senior Engineer, at Public Works, [dbishop@colma.ca.gov](mailto:dbishop@colma.ca.gov) or (650)757-8888.

END OF NOTICE INVITING INFORMAL BIDS

## **INSTRUCTIONS TO BIDDERS**

### **1.01 GENERAL**

To be considered, bids must be made in accordance with these Instructions to Bidders.

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

In addition to Section 2-1.10, " Subcontractor List," of the Standard Specifications, each bid shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Bid book consisted of both bid forms and certifications.

In conformance with Public Contract Code Section 7106, a Non-collusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Non-collusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on future public works contracts.

### **1.02 EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK**

The bidder shall carefully examine the site of the work, proposal, plans, specifications, and contract forms. The submittal of a bid shall be conclusive evidence that the bidder has made a complete investigation and acknowledged the site conditions to be encountered, the character, quality, and quantities of work to be performed, the materials to be furnished, all applicable Federal, State, and local laws and regulations, and the requirements of these specifications and the contract. Bidders' failure to make an adequate examination of the site and all relevant materials and conditions shall not relieve bidder with respect to his/her bid or performance of the work.

### **1.03 BID PREPARATION**

The bid shall be made on the unaltered bid forms furnished. Bidders shall state in the bidding blanks, on the bid schedule attached to the bid forms, the prices to cover the cost of all labor, materials, tools, equipment, transportation, services, and incidentals necessary to perform the work required under the respective bid items. If the unit price and the total amount named by the bidder for any item do not agree, the unit price shall govern. The bid shall be signed with the name typed below the signature. If the bid is made by an individual, their name and address must be shown; if by a firm, the firm or partnership name shall be shown; or if by a corporation, the bid must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

#### 1.04 BID SECURITY

Each bid shall be accompanied by cash, certified check or bid bond made payable to the Town for an amount equal to at least ten percent (10%) of the total contract cost stated in said bid. No bid shall be considered unless such bid security is enclosed therewith.

The contract shall be signed by the successful bidder and returned, together with the contract bonds and insurance certifications, within ten (10) days not counting Sundays and legal holidays after the bidder has received notice of award. Failure to execute the contract and file acceptable bonds and insurance certifications within the time specified shall be just cause for the annulment of the award and the forfeiture of the bid guarantee.

#### 1.05 BASIS OF BIDS

The bidder shall bid on all items listed in Base Bid and Alternate Bid Schedule as specified; failure to comply may be cause for rejection. No segregated bids or assignments will be considered.

The Town shall determine the lowest bid based on **the total of the Base Bid Schedule.**

#### 1.06 AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications for the conditions and requirements concerning award and execution of contract.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements.

The Town reserves the right to reject any and all proposals and/or to waive any irregularities therein. The Town shall reject a bid of any party who has been delinquent or unfaithful in any former contract with the Town.

The award of contract, if it is awarded, it will be made within sixty (60) days after the opening

of bids to the lowest responsible bidder whose proposal complies with all the Contract requirements. If the lowest responsible bidder refuses or fails to execute the Contract, the Town may award the Contract to the second lowest responsible bidder within ninety (90) days after the opening of bids. If the second lowest responsible bidder refuses or fails to execute the Contract, the Town may award the Contract to the third lowest responsible bidder within a reasonable time determined by the Town. The periods of time specified above within which the award of Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Engineer and the bidder concerned.

All bids will be compared on the basis of the Engineer's estimate of the quantities of work to be done. The Engineer's estimate of construction quantities is approximate only, being given as a basis for the comparison of bids. The Town does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer in accordance with Section 4-1.05, "Changes and Extra Work" of the Standard Specifications.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Town so that it is received within **10 days**, not including Saturdays, Sundays, and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for rejection of the bid. The executed contract documents shall be delivered to the following address:

Office of the City Clerk, Town of Colma: 1198 El Camino Real, Colma, California  
94014

#### 1.07 MINIMUM PERCENTAGE OF WORK BY PRIME CONTRACTOR

The prime contractor (supplying bid) shall perform a minimum of 50% of the bid value of the work with their direct work forces.

#### 1.08 LISTING OF SUBCONTRACTORS

Bids shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.). Pursuant to Section 4104 of the said Act, each bidder shall state in their bid the subcontractors they intend to employ to perform any work or labor, or to render any service in or about the construction of the work or improvement. This listing shall include the name of each subcontractor, the location of their place of business and the nature of the work to be performed by the subcontractor. Contractor will not be permitted to change this listing without prior written approval of the Town. If the bidder fails to stipulate a subcontractor for any portion of the work under this contract, it shall be understood that the Contractor will perform such work without subcontracting the same, and they will not be permitted to subcontract said work without prior written approval of the Town.

#### 1.09 SUBMITTAL OF BID

Submit completed original bid with accompanying forms in an opaque, sealed envelope. Identify the envelope with: (1) project name, (2) name of bidder and 3) bid opening date and time. Submit bids in accordance with the Notice to Contractors to:

TOWN OF COLMA  
OFFICE OF THE CITY CLERK  
1198 El Camino Real  
Colma, CA 94014

Oral, telegraphic, facsimile, or telephonic bids or modifications will not be considered.

#### 1.010 MODIFICATIONS AND WITHDRAWAL

Bids may not be modified after submittal. Bidders may withdraw bids at any time before bid opening, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such bid, is filed with the Town prior to the time fixed for the opening of bids. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.

#### 1.011 BID OPENING

Bids will be accepted until the date and hour stipulated in the contract documents and/or the published advertisement for bids. Bids will not be accepted after that time. Bids will be opened as announced in the Notice to Contractors.

#### 1.012 DISQUALIFICATION OF BIDDERS

- A. More than one bid from an individual, firm or partnership, corporation, or association, under the same or different names, will not be considered. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which said bidder is interested.
- B. A bid may be rejected on the basis of a bidder, any officer, or any such employee of such bidder having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.
- C. Bids in which prices obviously are unbalanced may be rejected.

#### 1.013 QUESTIONS AND ADDENDA

All questions about the Bid Documents may be directed to Public Works Department, Attention: Dave Bishop, Senior Engineer, at (650)757-8888 or email at [dbishop@colma.ca.gov](mailto:dbishop@colma.ca.gov) within seven (7) days prior to the bid opening date. Normal replies

or interpretations that do not give unfair advantage or information to the questioning bidder will be answered directly without formal record or addenda. Replies that provide new information not previously available to all bidders or other changes to the contract documents arising from questions or otherwise will be issued to all plan holders of record as addenda to the Bid Documents and will become part of the contract. The Town will not be responsible for oral clarification, nor will same be binding. Questions that might necessitate an addendum that are received less than seven (7) calendar days before the day of bid opening may not be answered but will be resolved after bid opening or contract award.

#### 1.014 APPROXIMATE ESTIMATE

The quantities given in the bid are approximate only, being given as a basis for comparison of bids. The Town does not expressly or by implication agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit such portions of the work as may be deemed necessary or expedient. Payment for unit price bid items will be made for actual quantities measured in the field.

#### 1.015 RELIEF OF BIDDERS

If the bidder claims a mistake was made in their bid, the bidder shall give the Town a written notice within five (5) working days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

#### 1.016 ACCEPTANCE/REJECTION OF BIDS

The right is reserved to reject any and all bids or to accept the bid deemed best for the Town. Bids may be rejected if they show any alterations of form, additions, conditional bids, incomplete bids, erasures, or irregularities of any kind. The Town reserves the right to waive any irregularities in the bids as received. The award of the contract, if it be awarded, will be to the lowest responsible bidder, and will be made within sixty (60) calendar days after the opening of the bids.

#### 1.017 RETURN OF BID GUARANTEES

Within thirty (30) calendar days after the award of the contract, the Town will return the bid guaranties, other than bidder's bonds, accompanying those bids which are not to be considered in making the award. All other bid guaranties will be held until the contract has been finally executed, after which time they will be returned to the respective bidders whose bid they accompanied.

#### 1.018 QUALIFICATION OF BIDDERS

Prior to award of the contract, the Town shall have the right to require any bidder to submit evidence of their capacity to perform the work on the basis of past experience on similar

projects of equal magnitude, to render a statement of financial status, and to submit proof of insurability. Before entering into a contract, the bidder shall satisfy the Town that they possess adequate equipment and have the necessary experience and forces to perform the work in the manner set forth in the contract documents. The bidder shall be a licensed contractor in the State of California. A Town of Colma business license will be required before the contract for the work is signed by the Town.

#### 1.019 REVIEW OF AGREEMENT AND BOND FORMS

- A. The forms of contract, faithful performance bond, and payment bond included in this Specification shall be examined by each bidder but are to be executed only by the Contractor to whom award is made.
- B. Before the execution of the contract, the Contractor shall file with the Town or its authorized representative, acceptable corporate surety bonds on the form attached herein, in a sum not less than one hundred percent (100%) of the amount of the contract, to guarantee the faithful performance of the contract and another in a sum not less than one hundred percent (100%) of the amount of the contract, to guarantee the payment of wages for services engaged, and of bills contracted for materials, supplies, and equipment used in the performance of the contract. The aforesaid faithful performance bond shall be such as to stay in force for a period of 365 days after acceptance of the work by the Town, or as otherwise specified in the Supplementary Requirements as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

#### 1.020 SUBLETTING

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 their work shall be subject to the provisions of the contract documents. When a portion of the work has been sublet by the Contractor and is not being prosecuted in a manner satisfactory to the Town or its authorized representative, the subcontractor shall be removed immediately at the request of the Town or its authorized representative and shall not again be employed on the work.

#### 1.021 BID PRICES ALL INCLUSIVE

The prices listed in the bid shall include all materials, labor, equipment, tools, supplies, utilities, licenses, permit fees, taxes, incidentals, overhead and profit and for performing all work necessary to complete the work, in place and in full working order as stipulated in the contract documents.

END OF INSTRUCTIONS TO BIDDERS SECTION

## **BID FORMS**

### **PART 1 - GENERAL**

#### **1.01 FORMS INCLUDED**

Contractors shall submit their bids on the following forms included in this Section:

- A. Bid
- B. Bid Schedule
- C. Bidder's Qualifications and References
- D. List of Subcontractors
- E. Non-Collusion Affidavit
- F. Certificate of Non-Discrimination
- G. Statement of Convictions
- H. Previous Disqualifications
- I. Certification of Worker's Compensation Insurance
- J. Certification of Prevailing Wage Rates and Records
- K. Equal Employment Opportunity Certification
- L. Debarment and Suspension Certificate

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## BID

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### TO THE TOWN OF COLMA, CALIFORNIA:

Pursuant to the foregoing Notice to Contractors, the undersigned bidder herewith submits a bid on the bidding form or forms attached hereto and made a part hereof, and binds themselves on award by the Town of Colma under this bid to execute in accordance with such award a contract, of which this bid and the said Notice to Contractors, Bid Documents shall be a part, and to furnish the bonds and insurance required by the specifications. The attached Notice to Contractors, Instructions to Bidders and specifications are made a part of this bid and all provisions thereof are hereby accepted.

Corporation organized under the laws of the State of \_\_\_\_\_.

Contractors California License Number/Classification: \_\_\_\_\_

License expiration date: \_\_\_\_\_

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
SIGNATURE DATE

Address: \_\_\_\_\_

\_\_\_\_\_ ZIP \_\_\_\_\_

Phone: \_\_\_\_\_

Nature of firm (corporation, partnership, etc.) and names of individual members of the firm, or names and titles of officers of the corporation.

CORPORATE SEAL

-or-

NOTARIAL ACKNOWLEDGMENT  
OF SIGNATURE, if partnership  
or proprietorship

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## BID SCHEDULE

### 2022 Mission Road Crosswalk Improvement Project

#### Base Bid Schedule

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Mobilization	LS	1	\$	\$
2	Traffic Control and Notification	LS	1	\$	\$
3	PCC Curb Ramp Extensions (bulb-outs)	EA	2	\$	\$
4	RRFB System with Foundation	EA	2	\$	\$
5	Thermoplastic White Diagonal Crosswalk	LF	210	\$	\$
6	Thermoplastic Legends - PED XING	SF	78	\$	\$
7	Thermoplastic Yield Line	LF	23	\$	\$
8	Markings – Paint Red Curb	LF	40	\$	\$
9	HAM Speed Hump	SF	280	\$	\$
10	Thermoplastic Speed Hump Chevron Markings (21 SF)	EA	2	\$	\$
11	Thermoplastic Diamond Symbol (11 SF)	EA	1	\$	\$
12	Thermoplastic Advanced Speed Hump Warning (1" White Striping)	LF	72	\$	\$
13	New Signs	EA	8	\$	\$
<b>TOTAL OF BASE BID ITEMS (1-13):</b>					\$
<b>TOTAL OF BASE BID AMOUNT IN WORDS:</b>					

(Abbreviation: EA=Each, LS=Lump Sum, LF=Linear Foot, LM=Lane Mile, SY=Square Foot)

**BASIS OF AWARD:**

The Contract will be awarded based on the lowest bid. The lowest bid shall be the lowest TOTAL OF BASE BID ITEMS to perform the work describe above. Award of Alternate or any combination of alternate items shall be at the Town's discretion after the lowest responsible and responsive bidder has been determined.

The undersigned declares, by their signature to this proposal, that the bidder has carefully checked all of the above figures and understands that the Town shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid. Bid prices shall be shown in figures for the individual items and in both words and figures for the total 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. In cases of discrepancy between the total in writing and the total in figures, the total in writing will prevail. If erasures or other changes appear on this proposal, each such erasure or change must be initialed by the person signing the bid.

The bidder shall set forth each item of work, in clearly legible figures, an item unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

If this Proposal shall be accepted and the undersigned should fail to contract as aforesaid or should fail to give the "Faithful Performance" Surety Bond in the sum of one hundred percent (100%) of the contract bid, Payment Bond in the sum of 100% of the contract bid, plus any increases authorized by the City, the "Labor and Material" Surety Bond in the sum of one hundred percent (100%) of the contract bid, and certificates of insurance covering Public Liability and Property Damage in amounts satisfactory to the City Engineer and a Certificate of Insurance covering Workmen's Compensation Insurance, within ten (10) days not counting Sundays and legal holidays, after the Bidder has received notice from the City that the Contract is ready for signature, the Town may, at its option, determine that the bidder has abandoned the Contract, thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of any security accompanying this Proposal shall operate and the same shall become the property of the Town of Colma, State of California.

Bidders must, upon request, furnish evidence of their financial responsibility and ability to perform the work herein described.

The Bidder agrees to accept as full payment for the construction of the Project the amount computed in accordance with the bid schedule prices, which include all costs for labor, materials, tools, equipment, services, taxes, insurance, overhead, profit, warranty performance and all other costs necessary to perform the work in accordance with the Contract Documents.

**ADDENDUM ACKNOWLEDGMENT**

**WE HEREBY ACKNOWLEDGE ADDENDUM NOs \_\_\_\_, \_\_\_\_, & \_\_\_\_, AND HAVE REFLECTED THESE CHANGES IN OUR PROPOSAL.**

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Signature of Bidder

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## BIDDER'S BOND

### 2022 Mission Road Crosswalk Improvement Project

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KNOW ALL PERSONS BY THESE PRESENTS:

That:

\_\_\_\_\_  
as PRINCIPAL, and

\_\_\_\_\_

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a corporation duly organized under the laws of the State of \_\_\_\_\_, and duly licensed to become sole surety on bonds required or authorized by law, as SURETY, are held firmly and bound to the Town of Colma, hereinafter referred to as Town, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named submitted to the Town for work or services described below, for the payment of which sum is lawful money of the United States, as well and truly to be made, said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas, the principal has submitted the above-mentioned bid to the Town for certain work or services generally described as follows:

#### 2022 MISSION ROAD CROSSWALK IMPROVEMENT PROJECT

for the Town of Colma, California

NOW, THEREFORE, if the aforesaid principal is awarded the contract and, within the time and manner required under the specifications, enters into a written contract, in the prescribed form, in accordance with the bid, submits proof of insurance as required by these specifications, and files the two bonds with the Town, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by such contract or by law, then the obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

## BIDDER'S QUALIFICATIONS AND REFERENCES

### 2022 Mission Road Crosswalk Improvement Project

Name of Bidder: \_\_\_\_\_

#### THE BIDDER SHALL COMPLETE THE FOLLOWING STATEMENTS:

1. The bidder has been engaged in the contracting business, under the present business name for \_\_\_\_\_ years.
2. Experience in work of a nature similar to that covered in the bid documents extends over a period of \_\_\_\_\_ years.
3. The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to them, except as follows: (Name any and all exceptions and reasons therefor.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The following contracts have been satisfactorily completed in the last three years for the persons, firms or authorities indicated:

	YEAR	TYPE OF WORK	CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
(a)	_____	_____	_____	_____
(b)	_____	_____	_____	_____
(c)	_____	_____	_____	_____
(d)	_____	_____	_____	_____
(e)	_____	_____	_____	_____

5. The following person may be contacted for information concerning the contract work listed above (list a reference for each contract named):

	NAME/TITLE	ADDRESS	TELEPHONE
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____
(e)	_____	_____	_____

6. Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

7. Reference is hereby made to the following surety company or companies as to the financial responsibility of the bidder:

Surety Co.: \_\_\_\_\_ Office: \_\_\_\_\_

Surety Co.: \_\_\_\_\_ Office: \_\_\_\_\_

8. Following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required:

QUANTITY	NAME, TYPE, AND CAPATOWN	CONDITION	LOCATION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional sheets as necessary)

9. All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the bid, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the bidder.

Signature of Bidder: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

## LIST OF SUBCONTRACTORS

## 2022 Mission Road Crosswalk Improvement Project

Each bidder in submitting their bid for the doing of work or improvements shall, in their bid or offer, in accordance with the provisions of Section 4104 of the Public Contract Code of the State of California, set forth the following:

1. Name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or the improvement, or a subcontractor licensed by the State of California who, under subcontract of the prime contractor, specially fabricates and installs portions of the work or improvements according to the specifications contained in the bid documents.
2. The percentage of work, labor, or services which will be done or rendered by each subcontractor.

[illegible]

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**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID**

2022 Mission Road Crosswalk Improvement Project

**TOWN OF COLMA, CALIFORNIA**

State of California

County of San Mateo

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_, State of California.

My commission expires \_\_\_\_\_, 20

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## **CERTIFICATE OF NON-DISCRIMINATION**

### **2022 Mission Road Crosswalk Improvement Project**

On behalf of the bidder making this Bid, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, sex, sexual orientation, or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

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**BIDDER'S SIGNATURE**

## **STATEMENT OF CONVICTIONS**

"I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against me within the past two years because of failure to comply with an order of a Federal Court to comply with an order of the National Labor Relations Board."

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**BIDDER'S SIGNATURE**

## **PREVIOUS DISQUALIFICATIONS**

"I hereby swear, under penalty of perjury, that the below indicated bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

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**BIDDER'S SIGNATURE**

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### **CERTIFICATION OF WORKER'S COMPENSATION INSURANCE**

By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

\_\_\_\_\_  
BIDDER'S SIGNATURE

### **CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS**

By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 1773 of the Labor Code which requires the payment of prevailing wage on public projects. Also, that the CONTRACTOR and any subcontractors under the Contractor shall comply with Section 1776, regarding wage records, and with Section 1777.5, regarding the employment and training of apprentices, of the Labor Code. It is the CONTRACTOR'S responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

The information below applies to the above five sections.

\_\_\_\_\_  
BIDDER'S SIGNATURE

Company Name \_\_\_\_\_

Signed by (printed) \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

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## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 61-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontractors which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previously contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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**DEBARMENT AND SUSPENSION CERTIFICATION**  
(TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29)

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency.
- Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past 3 years.
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

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Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this certification.

END OF BID FORMS SECTION

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## **SPECIAL PROVISIONS**

### **SECTION 1 - DEFINITIONS AND REFERENCE STANDARDS**

#### **PART 1 - GENERAL**

Section 1 of the Special Provisions shall conform with Section 1, “General,” of the Standard Specifications except as modified herein.

#### **1.01 DEFINITIONS**

The following paragraphs are added to Section 1 of the Standard Specifications. Wherever in the Standard Specifications, Plans, Special Provisions, or other Contract documents the following definitions and terms are used, the intent and meaning shall be interpreted as follows.

- A. Agency: The Town of Colma
- B. Board: The City Council of the Town of Colma
- C. Town: The Town of Colma
- D. Engineer: City Engineer of the Town of Colma, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
- E. Laboratory: Laboratories approved and authorized by the Engineer to test materials and work involved in the Contract.
- F. Town Standards: The Town of Colma Standard Specifications, Edit 2.A, Dated January 1999 and Town of Colma Standard Details, Dated 1998.
- G. Standard Specifications: The State of California Department of Transportation Standard Specifications, 2010 Edition.
- H. Special Provisions: Any provisions, which supplement or modify the Standard Specifications, including technical specifications covering construction materials and methods. The State Department of Transportation publication titled Labor Surcharge and Equipment Rental Rates and the State Department of Industrial Relations General Prevailing Wage Rates are to be considered as a part of the special provisions.

## 1.02 REFERENCE STANDARDS

The following standards to the extent referenced in the special and technical specifications shall have full force and effect as though printed in this Specification and shall be the latest edition or revision thereof in effect on the bid opening date unless a particular edition or issue is indicated. Copies of these standards are not available from the Town. The Engineer will furnish, upon request, information as to how copies may be obtained. Abbreviations and terms, or pronouns in place of them, shall be interpreted as follows:

AASHTO:	American Association of State Highway and Transportation Officials, Standard Specifications
ACI:	American Concrete Institute, Standards
AISC:	American Institute of Steel Construction, Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings, and the AISC Code of Standard Practice
AMCA:	Air Moving and Conditioning Association, Standards
ANSI:	American National Standards Institute
APA:	American Plywood Association
APWA:	American Public Works Association, Standard Specifications for Public Works Construction
ASHRAE:	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME:	American Society of Mechanical Engineers
ASTM:	American Society for Testing and Materials, Standards
AWPA:	American Wood-Preservers' Association, Standards
AWS:	American Welding Society
AWWA:	American Water Works Association, Standards
CAL/OSHA:	California/Occupational Safety and Health Administration, Standards
CA MUTCD:	California Manual on Uniform Traffic Control Devices
CISPI:	Cast Iron Soil Pipe Institute, Standards

CMAA:	Crane Manufacturers' Association of America
CRSI:	Concrete Reinforcing Steel Institute, Standards
CSS:	Caltrans Standard Specifications, State of California, Department of Transportation
ICEA:	Insulated Cable Engineers Association
MIL:	Military Specification
IEEE:	Institute of Electrical and Electron Engineers
MSS:	Manufacturers Standardization Society
NAAMM:	National Association of Architectural Metal Manufacturers
NACE:	National Association of Corrosion Engineers
NEC:	National Electric Code
NEMA:	National Electrical Manufacturers' Association
PUC:	Public Utilities Commission of California
RIS:	Redwood Inspection Service, Standard Specifications
SDI:	Steel Door Institute
SMACNA:	Sheet Metal and Air Conditioning Contractors National Association
SSPC:	Steel Structures Painting Council, Specifications
UBC:	Uniform Building Code of the International Conference of Building Officials
UL:	Underwriters Laboratories
WCLA:	West Coast Lumbermen's Association

END OF SECTION 1

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## **SECTION 3 - EXECUTION OF CONTRACT**

### **PART 1 – GENERAL**

Section 3 of the Special Provisions shall conform with Section 3, "Award and Execution of Contract," of the Standard Specifications except as modified herein.

#### **1.01 EXECUTION OF AGREEMENT AND BONDS**

- A. After award of contract, the Town will mail to the Contractor three copies of the Agreement, bond and insurance forms. Within ten (10) working days after receiving the forms, the Contractor must execute and return them to:

TOWN OF COLMA  
Public Works Department  
1198 El Camino Real  
Colma, CA 94014

- B. All three copies of the Agreement and bonds must be signed by the Contractor. If the Contractor is a corporation, the contract and bonds must be signed by the corporate officers authorized to do so and the corporate seal must be affixed to each document.
- C. The bonds must be executed by a surety company authorized to do business in the State of California, and its corporate seal shall be affixed to each document, together with notarial acknowledgment of the execution of the bonds by the surety's representative. If the contract price is more than \$100,000.00, the surety company must furnish the Town a certified copy of the authorization of its agent to execute the bonds. If the bonds are executed outside the State of California, all copies must be countersigned by a California representative of the surety.
- D. After the contract is executed on behalf of the Town, one copy will be returned to the Contractor for his files.

#### **1.02 RELEASE OF BONDS**

- A. Faithful performance bond shall remain in effect for 365 days after the Notice of Completion is filed by the Town. The bond will remain in effect as a guarantee to repair or replace any defective workmanship or materials for the one-year guaranty period.
- B. The Town may release the Faithful Performance Bond upon receipt of a separate Maintenance Bond from Contractor. The maintenance bond shall be in the form approved by the Town and executed by a surety company or companies satisfactory

to the Town, in the amount of ten (10) percent of the Contract price or \$1,000.00, whichever is greater. Said bond shall remain in force for the duration of the guarantee period specified. The form of said bond can be found among the Contract Documents which is part of these provisions.

- B. Labor and material payment bond shall remain in effect until 35 days after Notice of Completion is filed by the Town and any stop notices received by the Town have been released.

#### 1.03 INSURANCE

- A. After award of the contract, the Contractor shall promptly obtain the insurance certificates required by Section 7 of the Special Provisions and shall submit them to the City Clerk as specified.
- B. Insurance requirements must be met within the same ten (10) working day period allowed for execution of the contract and bonds.

#### 1.04 NOTICE TO PROCEED

The Notice to Proceed will not be issued until the contract is properly executed, good and approved bonds are furnished, and all insurance requirements have been met and the certificates have been approved by the Town.

END OF SECTION 3

**SHORT-FORM CONSTRUCTION CONTRACT**  
**2022 Mission Road Crosswalk Improvement Project**  
**TOWN OF COLMA, CALIFORNIA**

**1. PARTIES AND DATE.**

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **TOWN OF COLMA**, a municipal organization organized under the laws of the State of California located at 1198 El Camino Real, Colma, CA 94014 (“Town”), and \_\_\_\_\_ a [\_\_\_\_**INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY**\_\_\_\_] with its principal place of business at [\_\_\_\_**INSERT ADDRESS**\_\_\_\_] (“Contractor”). Town and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

**2. RECITALS.**

2.1 Town. Town is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the Town on the terms and conditions set forth in this Contract. Contractor represents that it is experienced in providing **Pedestrian Crosswalk Improvement** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that is familiar with the Bid Documents.

2.3 Project. Town desires to engage Contractor to render such services for the **2022 Mission Road Crosswalk Improvement Project** (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, PERFORMANCE BOND, PAYMENT BOND, INSURANCE DOCUMENTS AND OTHER CERTIFICATIONS as required by the Contract.

**3. TERMS**

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: **Bid forms and Technical Specifications.**

3.2 Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to complete the Project fully and adequately, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the “Work”), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well

as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit “A” attached hereto and incorporated herein by this reference. Special conditions, if any, relating to the Work are described in Exhibit “B” attached hereto and incorporated herein by this reference.

3.3 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the Town.

3.4 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within **20 Working Days**, beginning the effective date of the Notice to Proceed (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or Project milestones developed by the Town. Such schedules or milestones may be included as part of Exhibits “A” or “B” attached hereto or may be provided separately in writing to the Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or Project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the Town will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the Town as fixed and liquidated damages, and not as a penalty, the sum of **One Thousand Dollars (\$1000) per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.5 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a Town Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the Town, any work necessary to correct errors or omissions which are caused by the Contractor’s failure to comply with the standard of care provided for herein. Any employee who is determined by the Town to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Town, shall be promptly removed from the Project by the Contractor and shall not be re-employed on the Work.

3.6 Control and Payment of Subordinates; Contractual Relationship. Town retains Contractor on an independent contractor basis and Contractor is not an employee of Town. Any

additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.7 Town's Basic Obligation. Town agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Town shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

3.8 Compensation and Payment.

3.8.1 Amount of Compensation. As consideration for performance of the Work required herein, Town agrees to pay Contractor the Total Contract Price of [**\_\_INSERT WRITTEN DOLLAR AMOUNT\_\_**] Dollars (\$[**\_\_INSERT NUMERICAL DOLLAR AMOUNT\_\_**]) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the Town.

3.8.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, Town will arrange for payment of the Total Contract Price upon completion and approval by Town of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, Town will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the Town an itemized application for payment in the format supplied by the Town indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the Town may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the Town and in such detail and form as the Town shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

Town shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract.

3.8.3 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the Town, and the remainder will be paid to Contractor. All Contract retainages shall be released and paid to the Contractor and subcontractors pursuant to

3.8.4 Other Retentions. In addition to Contract retentions, the Town may deduct from each progress payment an amount necessary to protect Town from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Town in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Town during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Town, incurred by the Town for which Contractor is liable under the Contract; and (11) any other sums which the Town is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Town to deduct any of these sums from a progress payment shall not constitute a waiver of the Town's right to such sums.

3.8.5 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the Town will permit the substitution of securities for any monies withheld by the Town to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Town, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Town shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Town has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Town.

3.8.6 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 10262 of the California Public Contract Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.8.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Town at the time of payment. To the extent that title has not previously been vested in the Town by reason of payments, full title shall pass to the Town at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or

otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Town, nor relieve Contractor from the responsibility to strictly comply with the Contract and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.9 Termination. This Contract may be terminated by Town at any time by giving Contractor three (3) days advance written notice. In the event of termination by Town for any reason other than the fault of Contractor, Town shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Town may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset Town's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. A termination without cause by Town shall not act as or be deemed a waiver of any potential known or unknown Town claims associated with Consultant's performance prior to the date of termination.

In the event this Contract is terminated in whole or in part as provided, Town may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Town may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.10 Completion of Work. When the Contractor determines that it has completed the Work required herein, Contractor shall so notify Town in writing and shall furnish all labor and material releases required by this Contract. Town shall thereupon inspect the Work. If the Work is not acceptable to the Town, the Town shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Town. Once the Work is acceptable to Town, Town shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Town may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.11 Town's Representative. The Town hereby designates the Director of Public Works, or his or her designee, to act as its representative for the performance of this Contract ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Town's Representative or his or her designee.

3.12 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Town ("Contractor's Representative"). Following approval by the Town, the Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction

means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Town, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Town, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Town's written approval.

3.13 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Town, the matter shall be referred to Town's Representative, whose decision shall be binding upon Contractor.

3.14 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Town. However, Contractor shall be responsible for damage proximately caused by Acts of God, within the meaning of Section 4150 of the California Government Code, only to the extent of five percent (5%) of the Total Contract Price as specified herein. In the event of damage proximately caused by "Acts of God," the Town may terminate this Contract upon three (3) days advanced written notice.

3.15 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold Town, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Town, its directors, official officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Town or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse Town and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Contract and shall not be restricted to insurance proceeds, if any, received by the Town, its governing board, directors, official officers, employees, agents, or volunteers. The only limit to Contractor's indemnification obligation shall be that required by Civil Code Section 2782 exempting Contractor from indemnifying Town against Town's active negligence or willful misconduct.

3.16 Insurance.

3.16.1 Time for Compliance. The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Town that it has secured all insurance required hereunder. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Town that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Town to terminate this Contract for cause. Contractor shall furnish Town with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms acceptable to the Town. All certificates and endorsements must be received and approved by the Town before Work commences. The retroactive date (if any) of each policy is to be no later than the effective date of this Contract. Contractor shall maintain such coverage continuously for a period of at least five years after the completion of the Work under this Contract. Contractor shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Contract; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Contract.

### 3.16.2 Types of Insurance.

3.16.2.1 Workers' Compensation Insurance. The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the Town certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the Town, if in the form and coverage as set forth in the Contract.

3.16.2.2 Employer's Liability Insurance. Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide Town with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the Town.

3.16.2.3 Commercial General Liability Insurance. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most

current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

i. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the Town and shall not preclude the Town from taking such other actions available to the Town under other provisions of the Contract or law.

ii. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract.

iii. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.

iv. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the Town may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract.

v. All policies of general liability insurance shall permit, and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

3.16.2.4 Automobile Liability Insurance. Contractor shall provide

“occurrence” form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars (\$1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the Town. All policies of automobile insurance shall permit, and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

### 3.16.3 Form and Proof of Carriage of Insurance.

3.16.3.1 Any insurance carrier providing insurance coverage required by the Contract shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the Town’s Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the Town, the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a “follow form” endorsement satisfactory to the Town indicating that such coverage is subject to the same terms and conditions as the underlying liability policy. Such umbrella or excess liability policy shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Town before the Town’s own insurance or self-insurance shall be called upon.

3.16.3.2 Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Town its officials, officers, employees, agents and volunteers.

3.16.3.3 The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the Town prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the Town may terminate the Contract or stop the Work in accordance with the Contract, unless the Town receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage’s set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the Town has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. The original endorsements for each policy and the

Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

3.16.3.4 The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the Town's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory. With respect to the Commercial General Liability Policy, the "primary and non-contributory" provision shall be at least as broad as CG 20 01 04 12.

3.16.3.5 The Town reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if in the Town's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

3.16.3.6. Contractor shall report to the Town, in addition to Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

3.16.3.7 The Town, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.

3.16.3.8 Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by Town. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the Town harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the Town as a result thereof.

### 3.17 Bond Requirements.

3.17.1 Payment Bond. If required by law or otherwise specifically requested by Town in Exhibit "B" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Town concurrently with this Contract a Payment Bond in an amount required by the Town and in a form provided or approved by the Town. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Town.

3.17.2 Performance Bond. If specifically requested by Town in Exhibit “B” attached hereto and incorporated herein by reference, Contractor shall execute and provide to Town concurrently with this Contract a Performance Bond in an amount required by the Town and in a form provided or approved by the Town. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Town.

3.17.3 Bond Provisions. Should, in Town’s sole opinion, any bond become insufficient, or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Town. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Town, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Town. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, the Contractor shall, upon request of the Town, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Town. To the extent available, the bonds shall further provide that no change or alteration of the Contract (including, without limitation, an increase in the Total Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the Town may terminate the Contract for cause.

3.17.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Town.

3.18 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, the Contractor shall at all times follow all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.19 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Town of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Town in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Town may require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Town, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Town by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Town. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Town, the Town shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Town for any expenses incurred hereunder upon demand.

3.20 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Town in writing. Any necessary changes shall be made by written change order. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Town, the Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Town, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.21 Permits and Licenses. Contractor shall be responsible for securing Town permits and

licenses necessary to perform the Work described herein, including, but not limited to, a Town Business License. While Contractor will not be charged a fee for any Town permits, Contractor shall pay the Town's applicable business license fee.

3.22 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Town's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.23 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Town of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Town; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Town shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.24 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Town shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Town to provide for removal or relocation of such utility facilities.

3.25 Prevailing Wages.

3.25.1 Contractor is aware of the requirements of California Labor Code Sections 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Because the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and because the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Town shall provide Contractor

with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the Town, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.25.2 Because the Work is being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.26 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor.

3.27 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit the statutorily authorized penalty per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.28 Payroll Records. In accordance with the requirements of California Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours.

3.29 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.30 Labor and Material Releases. Contractor shall furnish Town with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Contract prior to final payment by Town.

3.31 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.32 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, the Contractor hereby offers and agrees to assign to the Town all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the Town tender final payment to the Contractor, without further acknowledgment by the Parties.

3.33 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**Town**

Town of Colma  
1198 El Camino Real  
Colma, CA 94014  
Attn: Director of Public Works

**Contractor**

[\_\_ INSERT NAME \_\_]  
[\_\_ INSERT ADDRESS \_\_]  
[\_\_ INSERT ADDRESS \_\_]  
[\_\_ INSERT NAME \_\_]

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.34 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.35 Time of Essence. Time is of the essence in the performance of this Contract.

3.36 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Town. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Town may, at its option, terminate and

revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.37 Governing Law. This Contract shall be governed by the laws of the State of California. Venue shall be in San Mateo County.

3.38 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.39 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.40 [INTENTIONALLY OMITTED]

3.41 Claims of \$375,000 or Less. Notwithstanding any other provision herein, claims of \$375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in California Public Contract Code §§ 20104 *et seq.*

3.42 Prohibited Interests.

3.42.1 Solicitation. Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Town shall have the right to terminate this Contract without liability.

3.42.2 Conflict of Interest. For the term of this Contract, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

3.43 Certification of License. Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.44 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Contract, the language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Contract. All references to Town include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Contract. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define,

limit, augment, or describe the scope, content, or intent of this Contract.

3.45 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.46 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.47 Invalidity; Severability. If any portion of this Contract is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.48 Authority to Enter Contract. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right, and authority to make this Contract and bind each respective Party.

3.49 Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Contract by this reference.

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

**TOWN OF COLMA**

**[INSERT CONTRACTOR'S NAME]**

By: \_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

By: \_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

*Attest:*

*Attest:*

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
[INSERT TITLE]

*Approved as to Form:*

\_\_\_\_\_  
Classification of Contractor's License

By: \_\_\_\_\_  
Town Attorney

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**EXHIBIT “A”  
PLANS AND SPECIFICATIONS**

The following plans and specifications are incorporated into this Contract herein by this reference:

**Bid Forms  
Technical Specification**

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## **EXHIBIT “B”**

**B-1 Project Documents & Certifications.** Contractor shall obtain and deliver concurrently herewith:

- ☐ Bond for Faithful Performance of the Work on the form provided and in the sum of 100% of the contract price;
- ☐ Bond for Labor and Materials Payment on the form provided and in the sum of 100% of the contract price;
- ☐ Insurance Documents per specifications.

**B-2 Special Conditions**

**“NOT APPLICABLE”**

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## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Town of Colma (hereinafter referred to as "Town") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") \_\_\_\_\_ an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to furnish a bond for the faithful performance of said Contract.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Town in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Town, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, unless otherwise provided for in the Contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Town, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Town from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Town's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Town to be, in default under the Contract, the Surety shall remedy the default pursuant to the Contract, or shall promptly, at the Town's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the

Contract; or

- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Town, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Town under the Contract and any modification thereto, less any amount previously paid by the Town to the Contractor and any other set offs pursuant to the Contract.
- (3) Permit the Town to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Town under the Contract and any modification thereto, less any amount previously paid by the Town to the Contractor and any other set offs pursuant to the Contract.

Surety expressly agrees that the Town may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Town, when declaring the Contractor in default, notifies Surety of the Town's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_).

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$ \_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or  
Representative for service of  
process in California, if different  
from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and  
Agent or Representative for service  
of process in California)

\_\_\_\_\_  
\_\_\_\_\_

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

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## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally

Date

Name and Title Of Officer (e.g. "Jane Doe, Notary Public")

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited  
☐ General

Number of Pages

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Date of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

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## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Town of Colma (hereinafter designated as the "Town"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_ has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows:

\_\_\_\_\_ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract for the Project dated \_\_\_\_\_ ("Contract"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the Town in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants

otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Town and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

Title \_\_\_\_\_

Signatures of those signing for the Contractor and Surety must be notified and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally

Date

Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- ☐ Partner(s) ☐ Limited  
☐ General

\_\_\_\_\_  
Number of Pages

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Signer(s) Other Than Named Above

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**EXHIBIT “C”  
CERTIFICATION  
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700 *et seq.* of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

[\_\_\_INSERT CONTRACTOR’S NAME\_\_\_]

By: \_\_\_\_\_  
[\_\_\_INSERT NAME\_\_\_]

\_\_\_\_\_  
[\_\_\_INSERT TITLE\_\_\_]

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## **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

### **PART 1 – GENERAL**

Attention is directed to the provisions in Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications and these special provisions related to the Contractor's compliance with laws and responsibilities for public safety and convenience, indemnification, insurance, and liability.

#### **1.01 INDEMNIFICATION**

The Contractor has the entire responsibility for any and all injury to the public and to individuals; for all loss or damage arising from any obstructions or difficulties, either natural or artificial, which may be encountered in the project; for damage to property resulting from the performance of the work under this contract; for damage from any action of the elements prior to the final acceptance of the work; for damage from any act or omission not authorized by this Specification on the part of the Contractor or any agent or person employed by the Contractor. The Contractor expressly agrees to indemnify, defend, and hold the Town, its directors, officers, agents, volunteers, and employees, free and harmless from and against any and all loss, liability expense, claims, costs, suits, damages, including attorneys' fees, arising out of Contractor's operation or performance under this contract.

#### **1.02 INSURANCE REQUIREMENTS**

##### **A. GENERAL**

1. Bidder's attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.
2. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

##### **B. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad

Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
3. Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

#### C. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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

#### D. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

#### E. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages
  - a. The Town, its officers, officials, agents, employees and volunteers are to be covered as insured against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract as respects: liability arising out of activities performed

by or on behalf of the Contractor, products and completed operation of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

- b. The Contractor's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute to a loss.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, agents, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverages afforded shall apply as though separate policies had been issued to each insured.
- e. The policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support

2. Worker's Compensation and Employers Liability Coverage.

The policy shall include language stating specifically "all rights of subrogation against the Town, its officers, officials, agents, employees and volunteers when acting within the scope of their appointment or employment."

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town.

F. ACCEPTABILITY OF INSURERS

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

G. VERIFICATION OF COVERAGE

Contractor shall furnish the Town with certificates of insurance and with original

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

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

#### H. PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

#### I. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

END OF SECTION 7

# CERTIFICATE OF INSURANCE

## 2022 Mission Road Crosswalk Improvement Project

This certifies to the Town of Colma (The Agency) that the following described policies have been issued to the Insured named below and are in force at this time.

Insured: \_\_\_\_\_

Address: \_\_\_\_\_

Description of operations/locations/products insured (show contract name and/or number, if any):

POLICIES AND INSURERS	LIMITS	POLICY NUMBER	EXPIRA- TION DATE
<p>Workers' Compensation</p> <p>_____ (Name of Insurer)</p> <p>Best's Rating _____</p>	<p>Employers Liability \$ _____</p>		
<p>Check policy type:</p> <p>Comprehensive General Liability _____ or Commercial General Liability _____</p> <p>_____ (Name of Insurer)</p> <p>Best's Rating _____</p> <p>Claims-Made _____ or Occurrence _____</p>	<p>Comprehensive General Liability</p> <p>Each Occurrences \$ _____ Aggregate \$ _____</p> <hr/> <p>Commercial General Liability</p> <p>Each Occurrence \$ _____ General Aggregate either per project/location \$ _____ or twice occurrence limit \$ _____</p>		
<p>Business Auto Policy</p> <p>Liability Coverage Symbol _____</p> <p>_____ (Name of Insurer)</p> <p>Best's Rating _____</p>	<p>Each Person \$ _____      Each Accident \$ _____</p> <p>Each Accident, Property Damage \$ _____ or Combined Single Limit \$ _____</p>		
<p>Umbrella Liability</p> <p>_____ (Name of Insurer)</p> <p>Best's Rating _____</p> <p>Claims-Made _____ or Occurrence _____</p>	<p>Occurrence/ Aggregate \$ _____</p> <p>Self-Insured Retention \$ _____</p>		

Note: If commercial general liability insurance is used or if aggregate limits are endorsed to the comprehensive general liability policy form, the general aggregate must apply per location/project, or the aggregate limit must be at least twice the occurrence limit.

Return completed certificate to: City Clerk Office, Town of Colma, 1198 El Camino Real, Colma, CA 94014

**ONLY THIS CERTIFICATE OF INSURANCE WILL BE ACCEPTED**

The following coverage or conditions are in effect:	Yes	No
The Agency, its officials, officers, employees and volunteers are named on all liability policies described above as insureds as respects: (a) activities performed for the Agency by or on behalf of the named insured, (b) products and completed operations of the Named Insured, and (c) premises owned, leased or used by the Named Insured.		
Products and Completed Operations		
The undersigned will mail to the Agency 30 days' written notice of cancellation or reduction of coverage or limits.		
Cross Liability Clause (or equivalent wording)		
Personal Injury, Perils A, B, and C		
Broad Form Property Damage		
X, C, U Hazards included		
Contractual Liability Coverage applying to this Contract		
Liquor Liability		
Coverage afforded the Agency, its officials, officers, employees and volunteers as Insureds applies as primary and not excess or contributing to any insurance issued in the name of the Agency.		
Waiver of subrogation from Workers' Compensation insurer.		

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

_____	_____
Agency or Brokerage	Insurance Company
_____	_____
Address	Home Office
_____	_____
Name of Person to be Contacted	Authorized Signature      Date
_____	
Telephone Number	

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

**GENERAL LIABILITY ENDORSEMENT**  
**2022 Mission Road Crosswalk Improvement Project**  
**TOWN OF COLMA, CALIFORNIA**  
**("The Agency")**

**City Clerk Office, Town of Colma, 1198 El Camino Real, Colma, CA 94014**

**A. POLICY INFORMATION**

Endorsement# \_\_\_\_\_

1. Insurance Company \_\_\_\_\_; Policy Number \_\_\_\_\_
2. Policy Term (From) \_\_\_\_\_ (To) \_\_\_\_\_; Endorsement Effective Date \_\_\_\_\_
3. Named Insured \_\_\_\_\_
4. Address of Named Insured \_\_\_\_\_
5. Limit of Liability Any One Occurrence/Aggregate \$ \_\_\_\_\_ / \_\_\_\_\_  
General Liability Aggregate (check one):  
Applies "per location/project" \_\_\_\_\_  
Is twice the occurrence limit \_\_\_\_\_
6. Deductible or Self-Insured Retention (Nil unless otherwise specified):  
\$ \_\_\_\_\_
7. Coverage is equivalent to:  
Comprehensive General Liability form GL0002 (Ed 1/73) \_\_\_\_\_  
Commercial General Liability "occurrence" form CG0001 \_\_\_\_\_  
Commercial General Liability "claims-made" form CG0002 \_\_\_\_\_
8. Bodily Injury and Property Damage Coverage is:  
\_\_\_\_\_ "claims-made"  
\_\_\_\_\_ "occurrence"  
If claims-made, the retroactive date is \_\_\_\_\_

Note: The Agency's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

---

**B. POLICY AMENDMENTS**

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED:** The Agency, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured for or on behalf of the Agency; or (b) products sold by the Named Insured to the Agency; or (c) premises

leased by the Named Insured from the Agency, the insurance afforded by this policy shall be primary insurance as respects the Agency, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Agency, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
  - (1) Insurance Services Office form number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form Comprehensive General Liability endorsement; or
  - (2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001 or "claims-made" form CG 0002; or
  - (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).
4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made, or a suit is brought, except with respects to the Company's limit of liability.
5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its elected or appointed officers, officials, employees or volunteers.
6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Agency. Such notice shall be addressed as shown in the heading of this endorsement.

C. **INCIDENT AND CLAIM REPORTING PROCEDURE**

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

ATTN: \_\_\_\_\_  
(Title) (Department)  
\_\_\_\_\_  
(Company)  
\_\_\_\_\_  
(Street Address)  
\_\_\_\_\_  
(Town) (State) (Zip Code)  
( ) \_\_\_\_\_  
(Telephone Number)

D. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

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

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature  
required on endorsement furnished to the Agency)

ORGANIZATION: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE: (\_\_\_\_) \_\_\_\_\_

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**WORKERS' COMPENSATION/EMPLOYER'S LIABILITY ENDORSEMENT**  
**2016 STREET MAINTENANCE PROJECT**  
**City Clerk Office, Town of Colma, 1198 El Camino Real, Colma, CA 94014**

**A. POLICY INFORMATION**

Endorsement # \_\_\_\_\_

1. Insurance Company \_\_\_\_\_ ("the Company")  
Policy Number \_\_\_\_\_
2. Effective Date of This Endorsement \_\_\_\_\_
3. Named Insured \_\_\_\_\_
4. Employer's Liability Limit (Coverage B) \_\_\_\_\_

**B. POLICY AMENDMENTS**

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **Cancellation Notice.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Agency. Such notice shall be addressed as shown in the heading of this endorsement.
2. **Waiver of Subrogation.** The Insurance Company agrees to waive all rights of subrogation against the Agency, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency.

**C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

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

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature  
required on endorsement furnished to the Agency)

ORGANIZATION: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE: (\_\_\_\_) \_\_\_\_\_

### **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

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

## **SECTION 15 – SUBMITTALS**

### **PART 1 – GENERAL**

Attention is directed to the provisions in Section 5-1.23 of the Standard Specifications and these special provisions related to the Contractor's responsibility for submittals.

#### **1.01 DESCRIPTION**

##### **A. Work Included:**

1. General: Submit samples, drawings, Certificates of Compliance and data for the Engineer's approval which will demonstrate fully that the construction, the materials and equipment to be furnished will comply with the provisions and intent of these specifications.
2. Specific items to be covered by the submittal shall include, as a minimum, the following:
  - a. Brochures, manuals, and test data on equipment proposed to be furnished.
  - b. Manufacturers Certificates of Compliance.
  - c. Samples.
  - d. Substitutions.

##### **B. Number of Copies Required:**

Unless specified otherwise, the Contractor shall submit the original and an electronic copy of each submittal to be retained by the Engineer, plus the number of copies to be returned to the Contractor.

#### **1.02 MANUFACTURERS' INSTALLATION INSTRUCTIONS**

Where the specifications indicate that the Contractor must follow manufacturers' instructions for installation of materials or equipment, those instructions shall be submitted to the Town prior to the start of work whether or not instructions are listed specifically as a submittal. When referenced, the manufacturers printed installation instructions shall have the same effect as if printed in the contract documents.

## **PART 2 - PRODUCTS**

### **2.01 SHOP DRAWINGS**

#### **A. Scale Required:**

Unless otherwise specifically directed by the Engineer, make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.

#### **B. Type of Prints Required:**

Unless otherwise specifically directed by the Engineer, make all shop drawing prints in blue or black line on white background. Reproductions of Town drawings are not acceptable.

### **2.02 SAMPLES**

#### **A. Number of Samples Required:**

Submit all samples, unless specified otherwise, in the quantity you wish returned, plus two, which will be retained by the Engineer. Label each sample, naming the project, the source of the material, and the proposed location of use on the project.

### **2.03 OPERATING AND MAINTENANCE INSTRUCTIONS**

The Contractor shall furnish and deliver to the Town three (3) copies of operating and maintenance instructions and parts lists for all mechanical and electrical equipment furnished on the project. These instructions shall be suitably bound in labeled and indexed ring binders. No progress payment in excess of eighty percent (80%) of the Contract amount shall be made until all such instructions have been received from the Contractor.

### **2.04 SUBSTITUTIONS**

#### **Engineer's Approval Required:**

1. The contract is based on the materials, equipment, and methods described in the contract documents. Any proposed substitutions by the Contractor are subject to the Engineer's approval.
2. The Engineer will consider bids for substitution of materials, equipment, and methods only when such bids are accompanied by full and complete technical data, and all other information required by the Engineer to evaluate the proposed substitution.

3. Requests for substitutions shall be accompanied by a cover letter stating the reason for the substitution and any cost difference between the specified and proposed material.
4. Any deviations from the Bid Documents shall be clearly identified on the submittal.

## 2.05 CERTIFICATES OF COMPLIANCE

Per Section 11.07, "Certificates of Compliance," of the Town Standard Specifications.

## PART 3 - EXECUTION

### 3.01 IDENTIFICATION OF SUBMITTALS

- A. Completely identify each submittal and resubmittal by using the sample form attached at the end of this Section.
- B. All submittals shall be certified by the Contractor for completeness and for compliance with the contract documents.

### 3.02 COORDINATION OF SUBMITTALS

- A. General:
  1. Prior to submittal for Engineer's review, use all means necessary to fully coordinate all materials, including the following procedures:
    - a. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
    - b. Coordinate as required with all trades and with all public agencies involved.
    - c. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.

- B. Grouping of Submittals:

Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for complete systems. The Engineer may reject partial submittals as not complying with the provisions of the contract documents.

### 3.03 TIMING OF SUBMITTALS

#### A. General:

1. Make all submittals far enough in advance of scheduled dates of installation to provide required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
2. In scheduling, allow at least seven (7) calendar days for the Engineer's review, plus the transit time to and from the Town office.
3. Conform to the requirements of individual sections.

### 3.04 REVIEWS BY THE TOWN

- A. One copy of each submittal will be returned to the Contractor marked "Reviewed, no exceptions noted," "Reviewed, exceptions noted," Or "Rejected."
- B. Submittals marked "Reviewed, exceptions noted" need not be resubmitted, but the notes shall be followed.
- C. If a submittal is rejected, it will be marked to indicate what is unsatisfactory.
- D. Resubmit revised drawings or data as indicated, in number of copies specified above.
- E. Review of each submittal by the Engineer will be general only and shall not be construed as:
  1. Permitting any departure from the contract requirements.
  2. Relieving the Contractor of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.
  3. Approving departures from additional details or instructions previously furnished by the Engineer.
  4. Relieving the Contractor from verifying all field conditions and dimensions.

### 3.05 COSTS FOR REJECTED SUBMITTALS

Any submittals which are "returned for correction" due to incompleteness or noncompliance more than once will cause additional review time and expense for the Town. The Contractor shall reimburse the Town for all costs associated with the third and subsequent review of any submittals. The Town reserves the right to deduct resubmitted review costs from amounts due the Contractor.

### 3.06 LIST OF SUBMITTALS

- A. Public Notice
- B. Traffic Control Plan
- C. Project Schedule
- D. Poland Cement Concrete (PCC)
- E. Detectable Warning Surface
- F. Hot Mix Asphalt (HMA)
- G. Tack Coat
- H. Pavement Striping and Markings
- I. Traffic Signs
- J. Rectangular Rapid Flashing Beacon (RRFB)

END OF SECTION 15

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**SAMPLE FORM**

- SUBMITTAL -

(Contractor's Letterhead)

\_\_\_\_\_ (Date)

Town of Colma  
Public Works Department  
1198 El Camino Real  
Colma, CA 94014

Attention: Project Engineer

Project:  
Submittal No. (\_\_\_\_)

(Allow space for Town stamp)

The following item is submitted for review:

Item: \_\_\_\_\_ Specification Section Ref:  
Drawing Sheet, No(s) Ref:

I hereby certify that all material submitted has been checked for completeness, for correctness, and for compliance with the drawings and specifications, that field dimensions and conditions have been verified, and that exceptions, if any, are clearly noted.

(Authorized Signature)

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## **TECHNICAL PROVISIONS**

### **SECTION 100 - MOBILIZATION**

#### **PART 1 – GENERAL**

Attention is directed to the provisions in Section 9-1.16, "Mobilization," of the Standard Specifications and these technical provisions related to mobilization.

##### **1.01 WORK INCLUDED**

- A. Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed, or costs incurred prior to beginning work on the various Contract items.
- B. Contractor is advised that there may be insufficient area within the construction zone to provide parking, staging for material and storage of equipment.

#### **PART 2 – [RESERVED]**

#### **PART 3 – [RESERVED]**

#### **PART 4 - MEASUREMENT AND PAYMENT**

##### **Bid Item 1**

Compensation for Mobilization, as specified herein and in the Standard Specifications, and as directed by the Engineer shall be paid by lump sum. The Contract lump sum price for Mobilization should not exceed five percent (5%) of the total base bid contract price. Any amount bid on the bid schedule in excess of five percent (5%) shall be withheld from payment until the completion of project, to be paid as part of the final payment.

END OF SECTION 100

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## **SECTION 101 - TRAFFIC CONTROL**

### **PART 1 – GENERAL**

Attention is directed to the provisions in Section 7 and 12 of the Standard Specifications and these technical provisions related to Public Safety, Public Convenience, and Temporary Traffic Control.

#### **1.01 WORK INCLUDED**

- A. At all times, provide safe and adequate passage for vehicular and pedestrian traffic through, around and adjacent to all construction operations by use of detours, bridging, backfilling, paving, traffic barriers or other favorably reviewed means.
- B. Establish and maintain detours and conduct construction operations in such a manner as to minimize hazard, inconvenience, and disruption to the public.
- C. Equally direct traffic control to the regulation and protection of pedestrian traffic including pedestrians, bicyclists, joggers, skaters, skateboarders, etc.
- D. Provide protection of pedestrians and separation of pedestrians from construction operations at all times.
- E. Direct, divert and detour traffic through, around and adjacent to construction operations in accordance with the traffic control plans as specified herein or in accordance with Traffic Control Plans approved by the Engineer. The Contractor may revise the Traffic Control Plan as necessary only with the Engineer's approval.
- F. Attention is directed to Sections 7-1.08, "Public Convenience", 7-1.09, "Public Safety", and 12-2.02, "Flagging Costs", of the Standard Specifications and these technical provisions. The first paragraph of Section 12-2.02, "Flagging Costs", shall not apply. In connection with said sections, it is understood that all lights, signs barricades, flagmen or other necessary devices shall be furnished and maintained by the Contractor at his own expense.
- G. Public notification
  - 1. Contractor shall post notice along the streets where work will be done and notifying residents by hand-delivered mail. All shall be done 3 working days prior to commencement of work.
  - 2. Contractor shall notify Colma Public Works, Police, and Fire Department, and Utility Companies that have underground facilities within the limits of work at least 2 working days prior to commencement of work.

#### **1.02 REFERENCES, CODES, AND STANDARDS**

- A. Standard Plans and Specifications, California Department of Transportation, 2010 edition, unless noted otherwise.
- B. California Manual on Uniform Traffic Controls (CA MUTCD), California Department of Transportation, latest edition, unless noted otherwise.

#### 1.03 SUBMITTALS

- A. Traffic Control and Construction Staging Plans:
  - 1. Submit at least 15 working days prior to start of work a traffic control plan and a construction staging plan for review by the Engineer which conforms to all requirements of these Specifications. Include circulation, traffic control signs, pedestrian and bicycle access, striping, safety devices, lane closures, detours, parking prohibitions, etc.
  - 2. No work affected by lane closures, detours and/or parking prohibitions shall begin until written permission is received from the Engineer.
  - 3. Traffic control plans shall conform to the State Standard Specification and CA MUTCD for "Temporary Traffic Control".

#### 1.04 JOB CONDITIONS

- A. The following general job conditions apply to the project:
  - 1. Provide access to all residences and businesses whenever possible throughout the project. Notify property owners 72 hours in advance, and again 24 hrs. in advance, of work that will interrupt use of driveways or other frontage improvements.
  - 2. Street closures will not be permitted without written approval of the Engineer.
  - 3. Orange traffic cones and barricades as appropriate shall be used to mark traffic lanes whenever vehicles are restricted from using the normal traffic lanes on a street.
  - 4. Street parking may be restricted as necessary to facilitate construction activity. Notify property owners of parking restrictions 72 hours in advance.
  - 5. Whenever the Contractor's operations create a condition hazardous to traffic, or to the public, the Contractor shall take the necessary precautions and provide adequate means to protect those who must pass through or over the work. If the Contractor shall appear to be neglectful or negligent in providing such warning or protective measures, the Engineer may direct attention to the existence of a hazard, and require that necessary barricades, warning signs, lights or flagmen be installed by the

Contractor. Any action by the Engineer as provided herein shall not relieve the Contractor from responsibility for public safety.

## **PART 2 - PRODUCTS**

### **2.01 TRAFFIC CONTROL DEVICES**

- A. Traffic signs, flashing lights, lighted arrow boards, barricades and other traffic safety devices used to control traffic shall conform to the requirements of Section 12, "Construction Area Traffic Control Devices," and Section 7, "Legal Relations and Responsibility," of the Standard Specifications.
- B. Flashers shall be provided on each barricade, Section 360, California Vehicle Code, defines highway to include streets.
- C. The Contractor shall install temporary pavement markings (floppies) in areas where existing pavement markings are damaged or removed during construction.

## **PART 3 - EXECUTION**

### **3.01 GENERAL**

- A. Traffic shall be permitted to pass through designated traffic lanes with as little inconvenience and delay as possible.
- B. When traffic cones or delineators are used to define a temporary edge of traffic lane, the edges of the cones or delineators adjacent to traffic shall be considered to be the edge of the traffic lane and a minimum lane width of eleven (11) feet shall be maintained unless otherwise approved by the Engineer.
- C. Convenient access to driveways and buildings in the vicinity of work shall be maintained as much as possible. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.
- D. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.
- E. If any component in the traffic control system is damaged, displaced or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair or replace said component to its original condition and reinstall the component in its original location.

- F. During construction the Contractor shall furnish and place sufficient barricades and detour signs at all cross streets to protect new pavement surfaces and markings and to safely direct traffic around the work area.
- G. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall take the necessary precautions and provide additional traffic control measures to protect those who must pass through the work. If the Contractor shall appear to be neglectful or negligent in providing warning or protective measures, the Engineer may direct attention to the existence of a hazard, and require that additional barricades, flashers, warning and detour signs or lights be installed by the Contractor, or additional flaggers provided at no additional cost to the Town. Any action or lack of action by the Engineer as provided herein shall not relieve the Contractor from responsibility for public safety.
- H. Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders of roadways open to the public.
- I. The Contractor shall submit to the Engineer for approval a detailed plan for maintaining bicycle and pedestrian access through and past all work locations at all times. The designated pedestrian and/or bicycle paths shall be continuous and street crossings, where required and approved, shall be clearly marked and delineated.

### 3.02 LANE CLOSURES AND DETOURS

- A. During the hours of 7:00 a.m. and 5:00 p.m., no more than one-half ( $\frac{1}{2}$ ) of the roadway shall be closed to traffic at any time, and one traffic lane shall be maintained in **each direction** unless prior written approval is obtained from the Town.
- B. Outside the hours of 7:00 a.m. and 5:00 p.m. and when no work is being performed, all lanes of traffic shall be opened for use.
- C. When ordered by the Engineer, the Contractor shall furnish flagmen for the purpose of expediting the safe passage of public traffic through the work under one-way controls. At locations where traffic is being routed through construction under one-way controls and when ordered by the Engineer, the movement of the Contractor's equipment from one portion of the work to another shall be governed in accordance with such one-way controls.
- D. During paving operations, the Contractor shall furnish and place sufficient barricades at all cross streets to protect new surfaces from traffic until sufficiently cooled as well as placing "Detour" signs as necessary to clearly delineate detour routes for all impassable intersections. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners and the motoring public. Convenient access to any driveways, houses and buildings along the line of work shall be maintained at all times.

- E. Upon completion of work on a lane, and during any time the Contractor's operations are shut down by breakdown, or other causes, and during any period when work is not permitted in traffic lanes, the Contractor's equipment shall be immediately and entirely withdrawn from the traveled way, and public traffic shall be allowed the use of a minimum of two traffic lanes.
- F. Open excavations and trenches shall be adequately covered when no work is being performed.
- G. Changes to these requirements shall only be allowed when approved in writing by the Engineer.

### 3.03 TRUCK ROUTES

- A. All vehicles exceeding 12,000 pounds gross weight hauling materials to the job site shall follow established truck route streets to the closest point of the job site unless directed otherwise by the Engineer.

### 3.04 NO PARKING SIGNS

- A. "No Parking" signs shall be posted a minimum of 72 hours in advance of the parking restriction.
- B. The date and time of parking restrictions shall be clearly posted on "No Parking" signs. "No Parking" signs shall be provided by the Contractor. Contractor shall monitor and keep current all sign placements and sign removals to coincide with actual construction operations. Should the construction work not occur on the specified day, new "No Parking – Tow Away" signs shall be posted by the Contractor indicating a revised date.

## **PART 4 - MEASUREMENT AND PAYMENT**

### **Bid Item 2**

Compensation for Traffic Control, as specified herein and in the Standard Specifications, and as directed by the Engineer shall include all necessary public notification, submittals, implementation, and maintenance of the approved traffic control plans, for all work in construction zones throughout the duration of the project.

Payment for complying with the provisions of this Section shall be by lump sum and paid on a percentage of completion of other items of work.

END OF SECTION 101

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**SECTION 102 - COLD PLANING ASPHALT CONCRETE PAVEMENT**  
**END OF SECTION 102**

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**SECTION 103 – CRACK SEALS**  
END OF SECTION 103

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**SECTION 104 - SLURRY SEAL**  
**END OF SECTION 104**

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## **SECTION 105 – HOT MIX ASPHALT**

### **PART 1 – GENERAL**

Attention is directed to the provisions in Section 39, “Asphalt Concrete”, of the Standard Specifications and these technical provisions for asphalt concrete work.

#### **1.03 WORK INCLUDED**

- A. This section includes specifications for producing hot mix asphalt (HMA) and constructing HMA speed hump at locations indicated on the plans or as directed by the Engineer.

#### **1.02 REFERENCES**

- A. Standard Plans and Specifications, California Department of Transportation, 2010 edition, unless noted otherwise.
- B. California Manual on Uniform Traffic Controls (CA MUTCD), California Department of Transportation, latest edition, unless noted otherwise

#### **1.03 SUBMITTALS**

- A. Asphalt Concrete Mix Design and Certificate of Compliance
- B. Tack Coat

### **PART 2 – PRODUCTS**

#### **2.01 ASPHALT CONCRETE**

- A. Asphalt concrete shall be Type A with 1/2" maximum aggregate size and conforming to the requirements of Section 39 of the Standard Specifications.
- B. The asphalt concrete used shall be AR 4000. The Engineer may specify AR-8000 Paving Grade Asphalt if air temperature becomes hot enough to warrant its use.
- C. The amount of asphalt to be mixed with the aggregate shall be approximately six (6) percent by weight of the dry aggregate.

#### **2.02 ASPHALT BINDER**

The grade of asphalt binder must be PG 64-10 or PG-64-16 depending upon availability, and comply with Section 92, "Asphalt Binders" of the Standard Specifications.

#### 2.04 TACK COAT

Tack coat shall be SS-1h or CSS-1h, comply with Section 94, "Asphaltic Emulsions" of the Standard Specifications.

### **PART 3 – EXECUTION**

#### 3.01 GENERAL

- A. All existing pavements shall be trimmed as required to provide a smooth face to abut the new HMA. These areas shall be clean and smooth and have a dry and properly prepared surface prior to construction of HMA speed hump.
- B. All HMA work shall be completed before 5:00 p.m., on each working day or Contractor shall be responsible for payment of inspection overtime at the current inspector labor rates.
- C. The Contractor shall be responsible for any damages to existing pavement or surface facilities caused by his/her forces. Such damage shall be promptly repaired as directed by the Engineer, and at no cost to the Town.

#### 3.02 TACK COAT

Apply tack coat to all horizontal and vertical surfaces of existing pavement and to vertical surfaces of curbs, gutters, conforms, and construction joints before placing asphalt concrete on or against them, at the rate of 0.02 to 0.10 gallons per square yard.

#### 3.03 HMA SPEED HUMP PLACEMENT AND COMPACTION

- A. HMA speed hump shall be constructed using HMA Type A with the 1/2" gradation.
- B. HMA Speed hump shall be installed at locations as indicated on the plans and as directed by the Engineer. Speed humps shall not be installed near catch basins.
- C. Where a bike lane exists, HMA speed hump edge shall terminate at the bike lane stripe.
- D. The minimum temperature of HMA delivered to the site shall be at least 250° F and no more than 370° F.
- E. The Engineer will make the final decision whether conditions are satisfactory for HMA

placement. NO ASPHALT CONCRETE SURFACE COURSE SHALL BE PLACED WHEN THE ATMOSPHERIC TEMPERATURE IS LOWER THAN 50 DEGREES FAHRENHEIT.

- F. HMA placement shall be compacted in accordance with the Standard Specifications and to 95 percent of the maximum theoretical unit weight.

#### **PART 4 - MEASUREMENT AND PAYMENT**

##### **Bid Item 9**

The bid item shall be measured on a per square foot basis based on the actual areas of HMA speed hump constructed.

It shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work associated with constructing HMA speed hump, including, but not limited to surface preparation, protecting existing surface facilities, applying tack coat, placing and compacting the hot mix asphalt in single or multiple lifts, and complete-in-place, as shown on the plans, as specified in these specifications, and as directed by the Engineer, and no additional compensation will be allowed therefore.

END OF SECTION 105

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## **SECTION 106 – CONCRETE**

### **PART 1 – GENERAL**

Attention is directed to the provisions in Section 90, “Concrete”, of the Standard Specifications and these technical provisions for concrete improvements.

#### **1.01 WORK INCLUDED**

- A. Work covered by this section includes construction of PCC curb ramp extensions (bulb-outs) at the locations indicated on the plans and in the field or as directed by the Engineer. All new curb ramps shall have detectable warning surfaces.
- B. It shall also include furnishing and placing aggregate base below concrete improvements as indicated on the plans or as directed by the Engineer.

#### **1.02 REFERENCES**

Standard Plans and Specifications, California Department of Transportation, 2010 edition, unless noted otherwise.

#### **1.03 SUBMITTALS**

- A. Concrete Mix Design and Certificates of Compliance from supplier containing the following:
  - 1. Material and mixing in conformance with this specification.
  - 2. 28-day compressive strength
  - 3. Volume of concrete delivered
  - 4. Time of load-out for delivery
- B. Detectable Warning Surface

### **PART 2 - PRODUCTS**

#### **2.01 CONCRETE MIX DESIGN**

- A. The Contractor shall furnish a concrete mix design to the Engineer at least ten (10) working days prior to the start of the work.
- B. All concrete facilities shall be constructed with Type II Modified Portland Cement and shall conform to the provisions of Section 90 of the Standard Specifications. All concrete facilities shall be constructed meeting the following requirements:
  - 1. Compressive Strength: 3000 psi @ 28 days
  - 2. Concrete Sacks: Five (5) sacks of cement per cubic yard, minimum

3. Aggregate: 25 mm (1 inch) maximum aggregate, from an approved source
4. Maximum Slump: 4 inches (As determined by California Test Method 519 or 529)

## 2.02 QUALITY ASSURANCE FIELD TESTING

Field testing shall include testing for concrete slump as per California Test Method 519 (slump cone) or California Test Method 529 (Kelly Ball). Such testing shall be at a frequency determined by the Town and shall be paid for by the Town. Contractor will be responsible any costs associated with retesting of non-compliant sections.

## 2.03 AGGREGATE BASE

Base material under bulb-outs and curb ramps shall consists of Class 2 Aggregate Base material, 3/4" maximum, in accordance with Section 26-1.02B, "Class 2 Aggregate Base," of the Standard Specifications

## 2.04 DETECTABLE WARNING SURFACE

Detectable Warning Surface (DWS) shall be a paver style of truncated domes. No surfaceapplied matting systems (i.e. glued and screwed) style of DWS shall be allowed. Installation pattern and color of the DWS shall be determined by the Town.

## 2.05 REINFORCING BARS

Bar reinforcement shall conform to Section 52, "Reinforcement," of the Standard Specifications, shall be clean and free of paint and loose rust scale. Size and shape shall conform to the Project Plans.

# PART 3 - EXECUTION

## 3.01 GENERAL

- A. All work shall conform to the provisions of Section 90 of the State Standard Specifications. All handicap access ramps shall comply with Title 24 and current CBC requirements, and the project plans.
- B. Contractor shall notify the Town 48 hours in advance of concrete removal. It is the Contractor's responsibility to contact USA at least two (2) days in advance of any concrete removal.
- C. Concrete removal work shall conform to the provisions in Section 15-3, "Removing Concrete," of the Standard Specifications and these Technical Specifications. The existing concrete shall be sawcut full depth prior to removal. Any concrete broken due to the Contractor's failure to comply with these requirements shall be removed and replaced at the Contractor's expense. All

concrete removed shall become the property of the contractor to be disposed of outside the right of way, each day work occurs.

- D. The line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this will consist of a straight line between existing facilities.
- E. Curb ramps shall be constructed to ensure ramp landing falls within the limits of the striped crosswalk or just past the painted stop bar or limit line.
- F. Dowels shall be provided at conform between new and existing improvements. Dowels shall be #4 rebar spaced 12" on center conforming to ASTM A615 and shall be at least nine inches (9") in length. Dowels shall be inserted a minimum of four inches (4") and fit tightly into the existing improvements.
- G. Expansion joints shall be placed at conform locations. Expansion joints, control joints, and score marks elsewhere shall comply with Section 3.08 below.

### 3.02 PROTECTION OF EXISTING FACILITIES

- A. The Contractor shall protect existing facilities from damage, and discoloration from concrete splash. Adjacent concrete facilities shall be covered during concrete placement to prevent concrete splash and excess concrete from staining the adjacent concrete. After initial placement, strikeoff and finishing, the protection shall be removed, and the adjacent concrete cleaned.
- B. Vertical existing facilities such as light poles, walls, etc. shall be protected with plastic extending a minimum of three feet above the concrete surface. After initial placement, strikeoff and finishing, the protection shall be removed and the vertical surfaces cleaned.

### 3.03 SUBGRADE

- A. After the subgrade is prepared, moisture conditioned, and compacted to 95% relative compaction at zero to three percent over optimum moisture content, the Contractor shall continuously maintain the sub-grade in a uniform condition at the moisture content obtained during sub-grade compaction until the concrete is placed.
- B. In locations where existing concrete improvements are being replaced, existing base material may be re-compacted and used without over excavation and placement of additional baserock. For new concrete improvements, over excavation and placement of base material shall be for a depth of 150 mm (6 inches) below the bottom of the concrete section, unless otherwise shown on the plans.

### 3.03 FORMING

- A. Wooden forming shall be of two inch nominal thickness staked at two foot intervals. The

maximum gap at the bottom of the forms shall be 1-3/4 inches.

- B. No concrete shall be placed until the Engineer has inspected forms and subgrade.

### 3.04 TOLERANCES

- A. The maximum variation from design elevation shall not exceed +/- 0.02 feet. In some instances, particularly along the ADA path of travel or in critical drainage areas, tolerances may be reduced to zero. Concrete facilities shall be installed to maintain or provide positive drainage. Questions regarding applicable tolerances shall be directed to the Engineer forty-eight hours in advance of the work.
- B. When shown on the drawings, the concrete shall be set at the design elevations. When existing facilities are to be removed and replaced, they shall conform to the existing elevations and grades. Generally, this will be at a straight line between the start and end points of the removal.

### 3.05 PLACING AND FINISHING

- A. The concrete shall be deposited on a moist grade in such a manner as to require as little rehandling as possible. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.
- B. In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted.
- C. Before final finishing is completed and before the concrete has taken its initial set, the edges shall be carefully finished with the radius shown on the plans or a radius to match the existing construction.
- D. Concrete shall be thoroughly consolidated against and along the faces of all forms and adjacent concrete. After the forms are removed, excess concrete below the form surface shall be removed to be flush with the form face.
- E. All new concrete shall match existing facilities in texture, color, and appearance. Surfaces shall be broom finished transversely to the line of pedestrian traffic.
- F. The Contractor shall clean at his expense all discolored concrete. The concrete may be cleaned by abrasive blast cleaning or other methods approved by the Engineer. Repairs shall be made by removing and replacing the entire unit between scoring lines or joints.

### 3.06 CONCRETE PROTECTION

- A. The Contractor shall always have materials available to protect the surface of the fresh concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. If plastic sheeting is used, it shall not be allowed to contact finished concrete surfaces.

- B. The Contractor shall also protect the concrete against traffic and vandalism. If the concrete is damaged or vandalized, the Contractor shall make the necessary repairs at its own expense. The repair procedure for damaged or vandalized concrete shall be approved in advance by the Engineer.

### 3.07 CURING

- A. Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least three days after placement. White or clear liquid membrane compound shall be used. After finishing operations have been completed, the entire surface of the newly placed concrete shall be covered by the curing medium. The edges of the concrete exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment.
- B. The concrete shall be allowed to cure for seventy-two hours prior to placing adjacent asphalt concrete.

### 3.08 JOINTS

- A. Pre-molded expansion joints shall be constructed in curbs and sidewalks, at right angles to the face of curb and at all curb return points, on both sides of curb ramps, and elsewhere as directed by Engineer.
- B. Expansion joint material shall be 6.25 mm to 12.5 mm (1/4 to 1/2 inch) thick and conform to the requirements of ASTM Designation D1751. Expansion joints shall extend through the full thickness of the concrete section.
- C. Weakened plane joints shall be constructed at right angles to the longitudinal direction of the curb or sidewalk at approximately 6-meter (20 foot) intervals between expansion joints and on both sides of structures and other objects that are located within sidewalk or flatwork areas. Where sidewalk and flatwork is adjacent to the curb, weakened plane joints shall be a minimum depth of 25 mm (1 inch) and constructed with a deep scoring tool while the concrete is being finished or they may be cut with an abrasive saw within 5 days after the concrete is placed.

### 3.09 CLEANUP AND BACKFILL

After the concrete is placed, cured, and the forms have been removed, the Contractor shall clean the site of all concrete and forming debris.

### 3.10 DETECTABLE WARNING SURFACE (DWS)

- A. All curb ramps shall have a detectable warning surface installed in conformance with the Standard Plan A-88A, the most current edition of the California Building Code, and local requirements.

- B. Locations for this work are identified on the project plans.

#### **PART 4 - MEASUREMENT AND PAYMENT**

##### **Bid Item 3**

The bid item shall be measured and paid per each PCC curb ramp bulb-out installed.

It all include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work associated with this Section, including but not necessarily limited to, complete removal of asphalt, concrete (sidewalk, curb, gutter), and aggregate base, construction of concrete curb and gutter, sidewalk, and curb ramps as required to install concrete curb ramp bulb-outs, restoration of surrounding improvements and asphalt concrete where needed, installation of detectable warning surfaces and ensuring final grades are ADA compliant, clean-up, and complete-in-place, as shown on the plans, as specified in these specifications, and as directed by the Engineer, and no additional compensation will be allowed therefore.

END OF SECTION 106

## **SECTION 107 - PAVEMENT STRIPING AND MARKINGS**

### **PART 1 – GENERAL**

Attention is directed to the provisions in Section 84-2, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these technical provisions.

#### **1.01 WORK INCLUDED**

- A. Work covered by this section shall include placing thermoplastic stripes and markings and painting curbs at the locations shown on the project plans and in accordance with the dimensions and details shown in the Standard Plans, latest edition. Nothing in this Section shall relieve the Contractor from his responsibilities as provided in Section 7-1.04, "Public Safety", of the State Standard Specifications.
- B. It shall also consist of grinding existing thermoplastic striping and legends as shown on the project plan and as directed by the Engineer.

#### **1.02 REFERENCES**

- A. Standard Plans and Specifications, California Department of Transportation, 2010 edition, unless noted otherwise.
- B. California Manual on Uniform Traffic Controls (CA MUTCD), California Department of Transportation, latest edition, unless noted otherwise.

#### **1.03. SUBMITTALS**

- A. For each lot or batch of thermoplastic, paint, and glass beads, submit:
  - 1. Certificate of compliance, including the product name, lot/batch number, and manufacture date
  - 2. METS notification letter stating that the material is authorized for use, except for thermoplastic
  - 3. SDS
  - 4. Material data sheet for thermoplastic primer
- B. For each lot or batch of thermoplastic, submit a manufacturer's certificate of compliance with test results for the tests specified in section 84-2.01D. The date of test must be within 1 year of use.
- C. For glass beads used in drop-on applications and in thermoplastic formulations, submit a certificate of compliance and test results for each lot of beads specifying the EPA test methods used and tracing the lot to the specific test sample. The testing for lead and arsenic content must be performed by an independent testing laboratory.

- D. Submit retroreflectivity readings for traffic stripes and pavement markings at locations with deficient retroreflectivity determined by the Engineer.

## **PART 2 - PRODUCTS**

### **2.01 TEMPORARY PAVEMENT MARKERS (FLOPPIES)**

[RESERVED]

### **2.02 THERMOPLASTIC STRIPES AND MARKING**

- A. The thermoplastic material shall conform to State Specification PTH-02SPRAY, PTH-02HYDRO or PTH-02ALKYD with a minimum skid friction value of BPN = 35.
- B. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of State Specification 8010-22L-22 (Type II), or AASHTO Designation: M 247 (Type 1).
- C. Stencils for pavement markings shall be US customary units (English), in accordance with the State Standard Plans.

### **2.03 PAINT STRIPES AND MARKINGS**

Paint material to be used for striping and pavement markings shall conform to Section 84-2 “Traffic Stripes and Pavement Markings” of the Standard Specifications.

### **2.04 ADHESIVES**

Adhesive for pavement markers shall be either rapid set epoxy or hot melt bituminous adhesive conforming to the requirements of Section 85 of the State Standard Specifications.

### **2.05 RAISED PAVEMENT MARKERS**

[RESERVED]

### **2.06 REFLECTORIZED MARKERS**

Retro reflective markers shall be of the size and type designated on the plans and shall conform to the requirements of Section 8 of the State Standard Specifications. Mounting hardware shall conform to the requirements of Section 81-3.02C “Retroreflective Pavement Markers” of the State Standard Specifications.

## 2.07 CURB PAINTING

Curb paint shall be of a latex base consisting of color in accordance with Town Standards.

## PART 3 – EXECUTION

Completed traffic stripes and pavement markings shall have clean and well-defined edges without running or deformation shall be uniform, straight on a tangent alignment, and on a true arc on a curved alignment. The width of completed traffic stripes and pavement markings shall not deviate in dimensions as specified in Section 81-3.02C of the Standard Specifications.

### 3.01 REMOVAL OF EXISTING MARKING AND MARKERS

- A. Before obliterating any pavement delineation or markings that are to be replaced in the same direction, the Contractor shall document and reference the existing pavement delineation and markings with sufficient control points to reestablish their alignment.
- B. Existing pavement markings, markers, buttons, and striping shall be removed and disposed of as required by the Contract Documents and as directed by the Engineer. Removal shall be performed in such a manner so as to leave the existing pavement undamaged. Should the removal process leaves a divot of more than 1/4 inch deep, each divot shall be repaired with an approved bituminous adhesive.
- C. Waste from removal of yellow painted traffic stripe may contain lead chromate. Residue produced when yellow paint is removed may contain heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and may produce toxic fumes when heated. As such, when grinding or other methods approved by the Engineer are used to remove yellow painted traffic stripes, the removed residue, including dust, shall be collected and contained immediately. The Contractor shall submit a written work plan for the removal, storage, and disposal of yellow painted traffic stripe to the Engineer for approval not less than 15 days prior to the start of the removal operations. Removal operations shall not be started until the Engineer has approved the work plan.

### 3.02 TEMPORARY PAVEMENT MARKERS (FLOPPIES)

[RESERVED]

### 3.03 LAYOUT AND CAT-TRACKING

- A. No permanent striping or application of pavement markers shall occur until after the Contractor has field marked and established a satisfactory alignment and layout for the proposed striping (cat-tracking) and this alignment has been approved by the Engineer.
- B. Cat tracking shall consist of stretching a rope on a straight line between control points on

tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope.

- C. The Town shall have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until approval is granted by the Public Works Director. The Contractor shall allow a minimum of three working days for review of the layout by the Town.

### 3.04 THERMOPLASTIC STRIPES AND MARKING

- A. Thermoplastic stripes and markings shall be hot applied in conformance with the manufacturer's recommended instructions and the applicable requirements of Section 84-2.03C(2) of the Standard Specifications.
- B. Thermoplastic material shall be applied only to dry pavement surfaces and only when the pavement surface temperature is above fifty degrees (50°) Fahrenheit. The thermoplastic material shall be applied to the pavement at a temperature between 400 degrees (400°) Fahrenheit and 425 degrees (425°) Fahrenheit.
- C. A primer, of the type recommended by the manufacturer shall be applied to all pavement surfaces over 6-months old. The thermoplastic material may be applied by either spray or extrusion method in a single uniform layer.
- D. Thermoplastic material for both pavement markings and traffic stripes shall be applied at a thickness of 0.100 to 0.150 inch. Glass beads shall be applied immediately to the surface of the molten thermoplastic material at a rate not less than eight pounds per hundred square feet (8 lbs/100 sf).
- E. The contractor shall not place pavement markings and markers on any manhole, valve, anode, detector handhole, or monument rim and cover. For lane striping, placement of markings or markers shall discontinue on the rim and cover and shall continue along the same alignment, as shown in the drawings. Any cover marked during the construction of the project shall be restored to its original condition or replaced, in kind, at the contractor's expense.

### 3.05 PAINT STRIPES AND MARKINGS

Paint is to be applied in conformance with the manufacturer's recommended instructions and the applicable requirements of Section 84-2.03C(3) of the State Standard Specifications.

### 3.06 ADHESIVES

- A. The portion of the street surface, which will receive the pavement markers or delineators, shall be free of dirt, oil, moisture, or any other material that would adversely affect the bonding of the adhesive.

- B. Adhesive shall be placed in sufficient quantity to completely cover the bottom of the marker or delineator with no voids and with slight excess after the marker has been pressed into place. The marker or delineator shall be protected against impact until the adhesive has hardened.

### 3.06 RAISED PAVEMENT MARKERS

[RESERVED]

### 3.07 REFLECTORIZED MARKERS AND DELINEATORS

[RESERVED]

### 3.08 CURB PAINTING

The temperature during application shall not be less than 50 degrees Fahrenheit. Curb shall be dry at least two days prior to application. Unless otherwise directed by the Public Works Director, existing curb and median island painting shall be repainted within the project limits, and all curb painting eliminated as a result of new curb and gutter improvements shall be restored.

### 3.09 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall protect the newly installed pavement markers and thermoplastic stripes from damage until the material has cured or sufficiently hardened. Contractor shall replace any broken, misaligned or otherwise disturbed markings, prior to opening the roadway to traffic. Existing signs or other markings removed or damaged due to the installation of roadway striping shall be replaced in kind. Existing landscaping or planting removed damaged or disturbed shall be replaced in kind.

### 3.10 CLEAN-UP

Upon completion of the installation of striping, the Contractor shall thoroughly clean the work site of all waste, rubbish, construction debris, drips, over-spray, improper markings and/or layout paint markings and tracked thermoplastic material; all of which shall be removed immediately from the pavement surface by methods approved by the Engineer.

## **PART 4 - MEASUREMENT AND PAYMENT**

Bid Item 5, 7-8, 12

These bid items shall be measured on a per linear foot basis based on the actual length of thermoplastic pavement striping installed and curb painted.

Bid Item 6

The bid item shall be measured on a per square foot basis as defined with calculated areas in the Caltrans Standard Plans and paid based on the actual thermoplastic legends installed.

Bid Item 10-11

These bid items shall be measured and paid per each thermoplastic pavement symbol and marking installed

Bid Item 5-8, 10-12 shall include full compensation for furnishing all labor, materials, equipment, and incidentals for doing all the work associated with this Section, including, pavement preparation, establishing alignment and layout (cat-tracking), placement of new traffic striping and pavement markings in thermoplastic, curb painting, clean-up, and complete-in-place, as shown on the plans, as specified in these specifications, and as directed by the Engineer, and no additional compensation will be allowed, therefore.

END OF SECTION 107

## **SECTION 108 - SIGNS**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

Work covered by this section shall consist of furnishing and installing all new traffic signs and Rectangular Rapid Flashing Beacons (RRFBs) at locations shown on the plans and in the field or as directed by the Engineer. All labor, materials, equipment, and apparatus not specified herewith or noted on the plans but required to complete the work are to be included.

#### **1.02 REFERENCES, CODES AND STANDARDS**

- A. California Manual on Uniform Traffic Controls (CA MUTCD), California Department of Transportation, latest edition, unless noted otherwise.
- B. Standard Plans and Specifications, California Department of Transportation, 2010 edition, unless noted otherwise.
- C. Town of Colma Standard Specifications, Edit 2.A, Dated January 1999 and Town of Colma Standard Details, Dated 1998.

#### **1.03 SUBMITTALS**

Manufacturer of supplier's certificates of compliance with the specified standards for the products identified below.

### **PART 2 – PRODUCTS**

#### **2.01 TRAFFIC SIGN PANELS**

- A. Materials shall be in conformance with Section 82, "Signs and Markers" of the Standard Specifications and the CA MUTCD.
- B. All signs shall be fabricated from high tensile alloy aluminum with reflective smooth finish. Sign panels shall be a minimum of 0.080 inch thick, cut to size and shape with a tolerance of 1/32 inch. All panels shall be flat and free of buckles, warps, dents, burrs and any other defects resulting from fabrication.
- C. All signs are to be of Diamond grade reflectivity.
- D. Sizes for signs in the street, or signs that serve pedestrians, bicyclists, and vehicles, shall be as required for "Conventional Roads" as defined in Part 2, "Signs," of the CA-MUTCD.

## 2.02 SIGN FOUNDATION

- A. Concrete for post foundations shall conform to Section 106 “Concrete” of the technical provisions and specifications on the project plans.

## 2.03 RECTANGULAR RAPID FLASHING BEACONS (RRFB)

- A. RRFB shall be a complete wireless system (System) installed as shown on the plans and in accordance with all provisions of CA MUTCD and the manufacturer’s recommendations.
- B. The RRFB System shall consist of the following:
  - 1. Supporting structure (pole, breakaway pedestal base, and foundation)
  - 2. Indicators (LED-array based light bar).
  - 3. Signage (W11-2, W16-7p)
  - 4. Pedestrian Push Button
  - 5. Solar Panel and Battery System
  - 6. Controller Cabinet
  - 7. Electrical Components (wiring, circuit boards, etc.)
- C. Each RRFB shall be supplied with all required software and hardware for a complete functional system.
- D. Each RRFB shall be ADA compliant.

## PART 3 – EXECUTION

### 3.01 New Sign Installation

- A. All sign types, locations, and offsets shall be approved by Engineer prior to installation.
- B. Sign installation shall conform to Section 82 of the Standard Specifications.
- C. Signs shall be level and placed at a minimum height of 7-ft measured from the finished ground elevation to the bottom invert of the sign.
- D. Sign posts shall be plumb and set at least 30-inches into the ground and encased in concrete poured against undisturbed earth, with a minimum thickness of 6-inches of concrete at any point.

### 3.02 RRFB System Installation

- A. Provide and install foundation, pole, pedestal base, connectors, wiring, signal beacons, push button, solar wireless apparatuses, signs, brackets, and software in accordance with the plans or as directed by the Engineer.

- B. Install shallow foundation as directed by the Engineer when utility conflicts are identified in the field.

#### **PART 4 - MEASUREMENT AND PAYMENT**

Bid Item 4 and 13

The bid item shall be measured and paid per each new traffic sign and RRFB installed.

It all include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work associated with this Section, including but not necessarily limited to, construction of the foundations, installation of the poles, pedestal bases, light bars, solar wireless apparatuses, push buttons, new traffic signs, brackets, software, clean-up, and complete-in-place, as shown on the plans, as specified in these specifications, and as directed by the Engineer, and no additional compensation will be allowed therefore.

END OF SECTION 108

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**APPENDIX A**  
**PROJECT PLANS**





# STAFF REPORT

TO: Mayor and Members of the City Council  
FROM: Brad Donohue, Director of Public Works, CSG  
Dave Bishop, Senior Engineer  
VIA: Brian Dossey, City Manager  
MEETING DATE: May 11, 2022  
SUBJECT: 2022 Mission Road Landscape Project – Bid Package Approval

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## RECOMMENDATION

Staff recommends that the City Council by motion:

APPROVE BID DOCUMENT PACKAGE AND AUTHORIZE STAFF TO ADVERTISE NOTICE FOR BIDS FOR THE 2022 MISSION ROAD LANDSCAPE PROJECT AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGES TO THE PLAN DOCUMENTS AS NEEDED OR REQUIRED; AND

ADOPT RESOLUTION AMENDING THE TOTAL CAPITAL PROJECT BUDGET FOR MISSION ROAD LANDSCAPING (908) TO BE \$372,200

## EXECUTIVE SUMMARY

Staff has prepared project plans and specifications ("Bid Package") for the 2022 Mission Road Landscape Project. Prior to publishing and advertising the Project Bid Package, staff is requesting the City Council review, comment and approve the Project Bid Package plans and specifications. If approved, staff will proceed with advertising the notice inviting bids in accordance with the Uniform Public Construction Cost Accounting Act for the Project. Staff is also requesting that the capital project budget for the Mission Road Landscape Project be increased by \$343,200 for construction and construction management costs.

## FISCAL IMPACT

There is no fiscal impact to approve the Bid Package. City council approved a design budget for the Mission Road landscape Project in the amount of \$29,000. Based on the Landscape Architects construction estimate and estimated construction administrative costs, Staff is requesting that City Council amend the Mission Road Landscape Project capital budget by \$343,200 for a total budget of \$372,200. At the time of contract award, if needed, staff will request from City Council a CIP budget amendment incorporating all project costs (design, construction, and construction management costs along with contingencies).

## BACKGROUND

At a Study Session on April 21, 2021, City Council reviewed the merits of obtaining a portion of Holy Cross' property that fronts Mission Road for the purposes of landscaping and providing added beautification for the residents and businesses in the Mission Road area. At the February 23, 2022, City Council Meeting, a Resolution was adopted adding the Mission Road Landscape Project (#908) to the Town's CIP.

With the approval of incorporating the Mission Road Landscape Project into the Town CIP, Staff proceeded with Plans and specifications for the landscaping of a portion of Mission Road that fronts 1500 Hillside Road, (Holy Cross Cemetery).

## ANALYSIS

The 2022 Mission Road Landscape Enhancement Project consists of the following elements: miscellaneous demolition of proposed pedestrian and planting areas adjacent to the Right of Way frontage that fronts 1500 Mission Road, Colma (Holy Cross Cemetery); fine grading of project areas, concrete sidewalk paving including aggregate base, installation of irrigation equipment in proposed plant areas, and proposed planting. In addition, standard construction tasks such as stormwater protection features and best management practices, Clean-up, fencing, traffic control as needed, etc are also included per the project specifications.

The intent of this project was to not only beautify this area giving both residents and business in the Mission Road neighborhood a fresh healthy look. The plan will accommodate seniors, the veteran population who live at Veterans Village, and other travelers rest and shade areas as they travel up and down Mission Road.

Dillingham Landscape Architects along with Staff prepared the project plans (Attachment A) and project specifications (Attachment B). A Notice to invite contractors to bid on this project will be sent out by formal bid procedure as set forth in the California Uniform Construction Cost Accounting Act and section 1.06.290 of the Colma Municipal Code per the Town of Colma. Notices will be published in local newspaper and trade journals, posted on the Town's information bulletin boards, Town's webpage and qualified contractors who requested to be notified of construction projects as related to their expertise. Staff will also reach out to qualified contractors via telephone calls and emails to notify them of the upcoming Project for bid.

The proposed tentative project schedule is as follows:

May 11, 2022:	Approve Plans and Specifications and authorize to release bid package
May 2022:	Advertise Project
July, 2022	Award Construction Contract
August 2022	Start of Construction
December 2022.	End of Construction

## **CITY COUNCIL VALUES**

The Mission Road Landscape Enhancement Project is consistent with the City Council's value of being **fair**, staying committed to offering all residents and businesses healthy neighborhoods and creating a sense of civic pride for those who live and work in the area.

## **CONCLUSION**

Staff seeks Council's motion to approve the Bid Package and authorize advertisement of the noticing inviting bids for the Project and authorizing the City Manager to approve minor changes and or additions as needed or required. Staff is also requesting that the City Council adopt a resolution to increase the project budget by \$343,200 for a total budget amount of \$372,200.

## **ATTACHMENTS**

- A. Resolution
- B. Bid Documents – Project Plans
- C. Bid Documents – Project Specifications



**RESOLUTION NO. 2022-\_\_\_\_**  
**OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION AMENDING THE MISSION ROAD  
LANDSCAPING ENHANCEMENTS PROJECT (CIP #908) BUDGET**

The City Council of the Town of Colma hereby resolves:

**1. Background.**

(a) On February 23, 2022, the City Council added the Mission Road Landscaping Enhancements Project (CIP #908) to the Fiscal Year 2021-2022 Capital Improvement Program.

(b) At that time, \$29,000 of the Mission Road Bicycle and Pedestrian Improvement Project (CIP #903) design budget was moved to the Mission Road Landscaping Enhancements Project (CIP #908) planning and design budget.

(c) Staff is now requesting that the capital project budget for the Mission Road Landscape Enhancements Project (CIP #908) be increased by \$343,200 for construction and construction management costs.

**2. Order.**

Now, therefore, the City Council does hereby order that:

(a) The Mission Road Landscaping Enhancements Project (CIP #908) budget is hereby increased by \$343,200, for a new total of \$372,200.

(b) A total of \$343,200 is to be transferred from the General Fund (11) to the Street Capital Fund (32) on July 1, 2022.

(c) This resolution shall become effective upon its adoption.

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### Certification of Adoption

I certify that the foregoing Resolution No. 2022-\_\_ was duly adopted at a regular meeting of said City Council held on May 11, 2022 by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fisicaro, Mayor					
Diana Colvin					
Raquel "Rae" Gonzalez					
Joanne F. del Rosario					
John Irish Goodwin					
<i>Voting Tally</i>					

Dated \_\_\_\_\_

\_\_\_\_\_  
Helen Fisicaro, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk



PROJECT SITE

COLMA

LOCATION MAP (N.T.S.)

IRRIGATION CONSULTANTS  
BROOKWATER, INC.  
480 St. John Street, Suite 220  
Pleasanton, CA 94566  
PH. (925) 855-0417, FAX. (925) 855-0357

**Dillingham Associates**  
Landscape Architects  
2927 Newbury Street  
Berkeley, California 94703  
tel 510.548.4700 fax 510.548.0265  
[www.dillinghamlandscape.com](http://www.dillinghamlandscape.com)

PREPARED FOR:  
TOWN OF COLMA  
1198 EL CAMINO REAL  
COLMA, CA 94014

TITLE SHEET  
MISSION ROAD  
LANDSCAPE IMPROVEMENTS PROJECT

T-1

SHEET 1 OF 11

DATE : 4/29/202

JOB#: DA-842

5/3/2022  
100% CD SE

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
ADA	AMERICAN WITH DISABILITIES ACT
ANG	ANGLE
AVE.	AVENUE
BC	BEGIN CURVE
B0C	BACK OF CURB
BS	BOTTOM OF SLOPE
BSM	BIRETENTION SOIL MIX
BVC	BEGIN VERTICAL CURVE
BW	BACK OF WALK
C&G	CURB AND GUTTER
CDF	CONTROLLED DENSITY FILL
CL	CENTERLINE OR CLASS
CMPA	CORRUGATED METAL PIPE ARCHED
DI	DRAIN INLET
DWY	DRIVEWAY
EC	END CURVE
ELEC	ELECTRICAL
EVC	END VERTICAL CURVE
EX./.(E)	EXISTING
ESMT	EASEMENT
FOC	FRONT OF CURB
FTB	FLUID THERMAL BACKFILL
FC, FOC	FACE OF CURB
FG	FINISH GRADE ELEVATION
FH	FIRE HYDRANT
FL	FLOW LINE
FND. MON.	FOUND MONUMENT
FT	FOOT
GB	GRADE BREAK
G	GROUND
HDPE	HIGH DENSITY POLYETHYLENE
HMA	HOT MIX ASPHALT
HP	HIGH POINT
INV./I.E.	INVERT ELEVATION
JT	JOINT TRENCH
L	LENGTH
LF	LINEAR FEET
LG	LIP OF GUTTER
LP	LOW POINT
LT.	LEFT
MAX	MAXIMUM
MH	MANHOLE
N.I.C.	NOT-IN-CONTRACT
NO	NUMBER
NTS	NOT TO SCALE
O.C.	ON CENTER
PAVT.	PAVEMENT
PCC	PORTLAND CEMENT CONCRETE
PI	POINT OF INTERSECTION
PP	POWER POLE
PRC	POINT OF REVERSE CURVATURE
PT	POINT
R	RADIUS
RC	RELATIVE COMPACTION
RCP	REINFORCED CONCRETE PIPE
RRFB	RECTANGULAR RAPID FLASHING BEACON
ROW	RIGHT OF WAY
RT.	RIGHT
S	SLOPE
SD	STORM DRAIN
SDCB	STORM DRAIN CATCH BASIN
SDDI	STORM DRAIN DROP INLET
SDMH	STORM DRAIN MANHOLE
SDV	STORM DRAIN VAULT
SL	STREET LIGHT
SNS	STREET NAME SIGN
SSMH	SANITARY SEWER MANHOLE
ST.	STREET
STA.	STATION
STD	STANDARD
STL	STEEL
SW	SIDEWALK
TC	TOP OF CURB ELEVATION
TG	TOP OF GRADE ELEVATION AT THE FLOWLINE WHERE GRATE IS LOCATED IN AN INCLINE GUTTER
TSI	TRAFFIC SIGNAL INTERCONNECT
TW	TOP OF RETAINING WALL ELEVATION
TYP.	TYPICAL
VG	VALLEY GUTTER
W	WATER
W/	WITH
WV	WATER VALVE

<u>EXISTING</u>	<u>NEW</u>	<u>DESCRIPTION</u>
x 140.25	140.25	SPOT ELEVATION
— 140 —		CONTOUR ELEVATIONS
— -- —		CITY LIMIT
⊙		PROPERTY LINE, RIGHT OF WAY (R.O.W.)
=====		STANDARD STREET MONUMENT
=====	=====	CURB AND GUTTER
— SD —		STORM DRAIN LINE
— SS —		SANITARY SEWER LINE
— W —		WATER LINE
— G —		GAS LINE
— T —		TELEPHONE LINE
— TV —		CABLE LINE
— E —	=====	ELECTRICAL LINE
— JT —		JOINT TRENCH LINE
— HV —		HIGH VOLTAGE LINE
— OH —		OVERHEAD LINE
⊙	⊙	STORM DRAIN MANHOLE
≡	≡	STORM DRAIN INLET
⊙ WM		SANITARY SEWER MANHOLE
⊙ W		WATER METER
⊙ V		WATER VALVE
⊙	⊙	FIRE HYDRANT
⊙ T		TELEPHONE VAULT
⊙ PB		PULL BOX
⊙ [ ]		UTILITY VAULT/BOX
⊙ JP		JOINT POLE
⊙ GW		GUY WIRE
⊙ PL	⊙ PL	PEDESTRIAN LIGHT
⊙ ST	⊙ ST	STREET LIGHT POST
⊙ SS	⊙ SS	STREET SIGN BOX
⊙ SNS	⊙ SNS	STREET NAME SIGN
⊙ PU	⊙ PU	POTHOLE EX. UTILITY
⊙ 3	⊙ 3	DEEPTH NUMBER
⊙ 11	⊙ 11	PLAN SHEET NUMBER
⊙ RFR	⊙ RFR	RECTANGULAR RAPID FLASHING BEACON

- T-1 TITLE SHEET
- L-1 DEMOLITION PLAN
- L-2 CONSTRUCTION PLAN
- L-3 CONSTRUCTION DETAILS
- L-4 PLANTING PLAN
- L-5 PLANTING DETAILS
- L-6 STORMWATER POLLUTION PREVENTION
- I-1 IRRIGATION PLAN
- I-2 IRRIGATION NOTES & LEGEND
- I-3 IRRIGATION DETAILS
- I-4 IRRIGATION DETAILS & WORKSHEET

INCLUDING BUT ARE NOT LIMITED TO THE FOLLOWING:

31 TRENCH DETAILS

32 NOTES: TRENCH DETAILS

CALL TWO WORKING DAYS  
BEFORE YOU DIG

IN CALIFORNIA,  
NEVADA AND HAWAII

 1-800-227-2600

UNDERGROUND SERVICE ALERT

CONTRACTOR SHALL HAVE APPROPRIATE  
LICENSES TO PERFORM THE WORK OUTLINED

TOWN OF COLMA

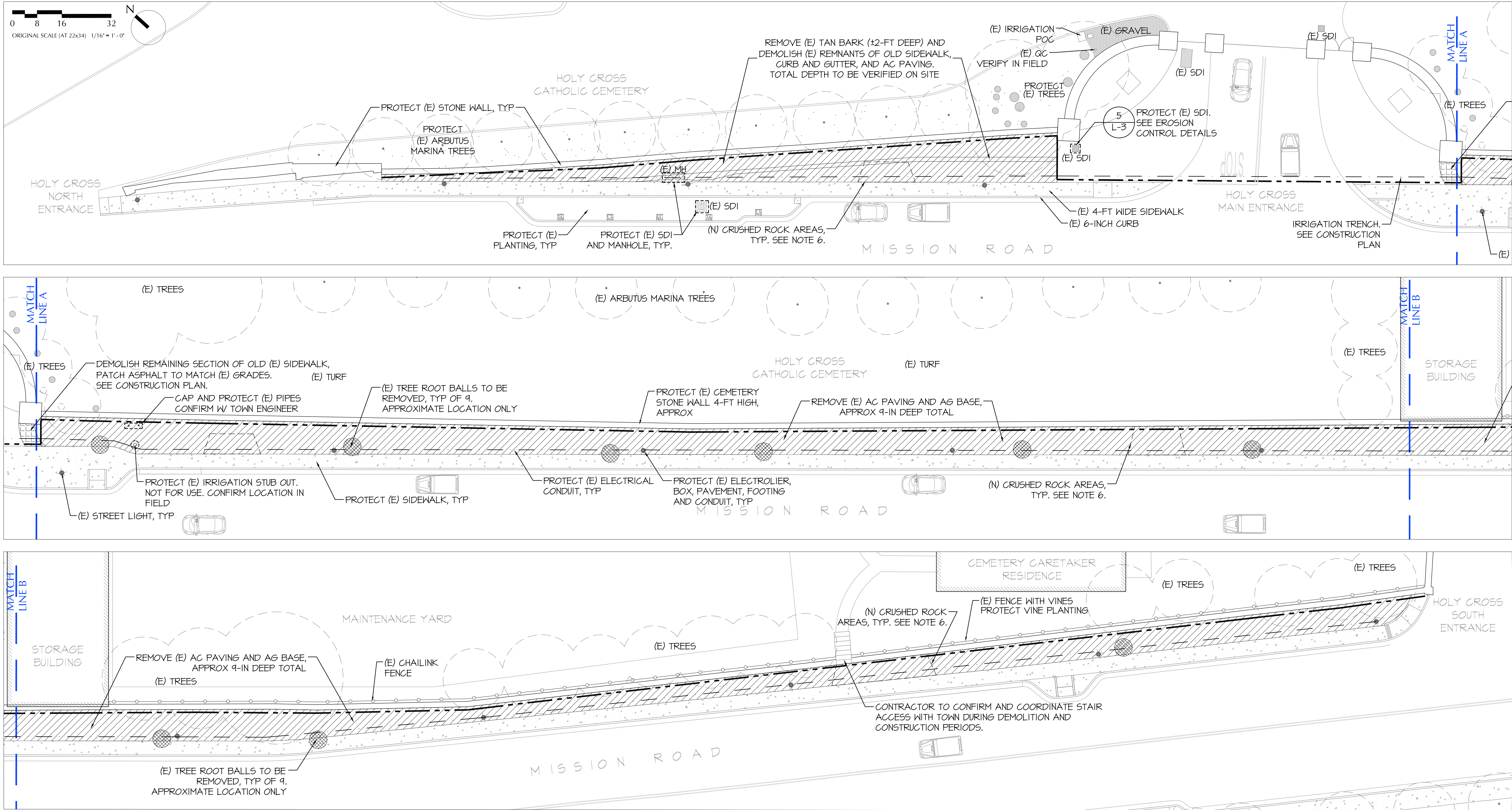
DATE: 6/30/20  
CYRUS KIANPOUR, R.C.E. 44799, EXPIRES 3/31/22  
CITY ENGINEER



LAWRENCE LAU R.C.E. 57397, EXPIRES 12/31/20 DATE: 6/30/20



C:\Users\Diana (Standard)\DA Dropbox\DA Cloud\ardin Shared\Projects\842 - Colma Holy Cross Frontage\CAD + Graphics\3 - Construction Documents\L-1 Demolition Plan.dwg 04/04/2022 04:04:53 PM



DEMOLITION NOTES

- CONTRACTOR SHALL VERIFY ALL CONDITIONS IN THE FIELD BEFORE COMMENCING ANY WORK AND REPORT ANY DISCREPANCIES BETWEEN PLANS AND ACTUAL CONDITIONS TO THE TOWN REPRESENTATIVE.
- ANY UNDERGROUND UTILITIES SHOWN ON THE DRAWINGS ARE DIAGRAMMATICALLY LOCATED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ACTUAL LOCATIONS AND TO PROTECT ALL UNDERGROUND LINES TO REMAIN.
- ALL ITEMS DEEMED TO HAVE VALUE TO THE TOWN SHALL BE SALVAGED AND DELIVERED TO A PLACE OF STORAGE AS DIRECTED BY THE TOWN REPRESENTATIVE. ALL OTHER ITEMS MUST BE PROMPTLY DISPOSED OF IN A LEGAL MANNER.
- THE CONTRACTOR SHALL CONFIRM WITH TOWN REPRESENTATIVE PRECISE AREAS AND ELEMENTS TO BE REMOVED. ALL OTHER COMPONENTS SHALL BE CONSIDERED TO REMAIN AND SHALL BE PROTECTED. IF THE CONTRACTOR INADVERTENTLY DEMOLISHES AND/OR REMOVES ANY ITEMS TO REMAIN, THEY SHALL BE REPAIRED OR REPLACED TO "LIKE-NEW" CONDITION.
- CARE SHALL BE TAKEN BY THE CONTRACTOR TO MINIMIZE, INsofar AS POSSIBLE, NOISE, VIBRATION, DUST AND OTHER NUISANCE DURING DEMOLITION WORK. SEE SPECIFICATIONS, DEMOLITION SECTION.
- IN AREAS WHERE EXISTING ASPHALT OR CONCRETE PAVING IS TO BE REMOVED AND REPLACED WITH CRUSHED ROCK PAVING, EXISTING AGGREGATE BASE ROCK MAY BE RETAINED AS BASE. SOME REGRADING AND RECOMPACTION MAY BE REQUIRED.
- IN AREAS WHERE EXISTING ASPHALT OR CONCRETE PAVING IS TO BE REMOVED AND REPLACED WITH PLANTING, REMOVE ALL EXISTING AGGREGATE BASE, IF ANY, AND GRAVEL, ETC. LEAVE ONLY NATIVE SOIL OR CLEAN FILL.
- SAWCUT THE EDGE BETWEEN PAVING OR OTHER MATERIALS TO REMAIN AND THOSE TO BE REMOVED IF THE JOINT WILL BE VISIBLE AT END OF PROJECT. WHEN POSSIBLE, BREAK MATERIALS AT EXISTING JOINT LINES.
- ALL TREES, SHRUBS OR OTHER PLANTS UNLESS SO INDICATED IN THE DRAWINGS OR AS DIRECTED BY TOWN REPRESENTATIVE SHALL REMAIN. TAKE CARE TO PROTECT AND PRESERVE THOSE TREES AND PLANTINGS, WHICH ARE TO REMAIN ON SITE. DEBRIS SHALL BE HAULED AWAY AND DISPOSED OF OFF-SITE.
- ALL ITEMS TO BE REMOVED, THAT ARE NOT TO BE STOCKPILED FOR LATER RE-USE SHALL BE REMOVED FROM THE SITE AND DISPOSED LEGALLY BY THE CONTRACTOR.
- REMOVE EXISTING AC PAVING (APPROX. DEPTH 2-IN TO 3-IN) AND AGGREGATE BASE ROCK (APPROX. 5-IN TO 6-IN). AFTER REMOVAL OF AC AND AB, LEAVE ONLY NATIVE SOIL. SCARIFY SUB GRADE TO A DEPTH OF 3 OR 4-INCHES.

LEGEND

- PROPERTY LINE (USE AS PROJECT LIMIT)
- EXISTING TREES
- AREAS TO BE CLEARED FOR PLANTING. SEE NOTE II.
- (E) TREE ROOT BALLS TO BE REMOVED

DESIGNED: DS/PO		DRAWN: DS		APPROVED:	
NO.		NO.		NO.	
REVISIONS		REVISIONS		REVISIONS	
DATE		DATE		DATE	

Dillingham Associates  
Landscape Architects

2927 Newbury Street  
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PREPARED FOR:

TOWN OF COLMA  
1198 EL CAMINO REAL  
COLMA, CA 94014

TITLE:

DEMOLITION PLAN  
MISSION ROAD  
LANDSCAPE IMPROVEMENTS PROJECT

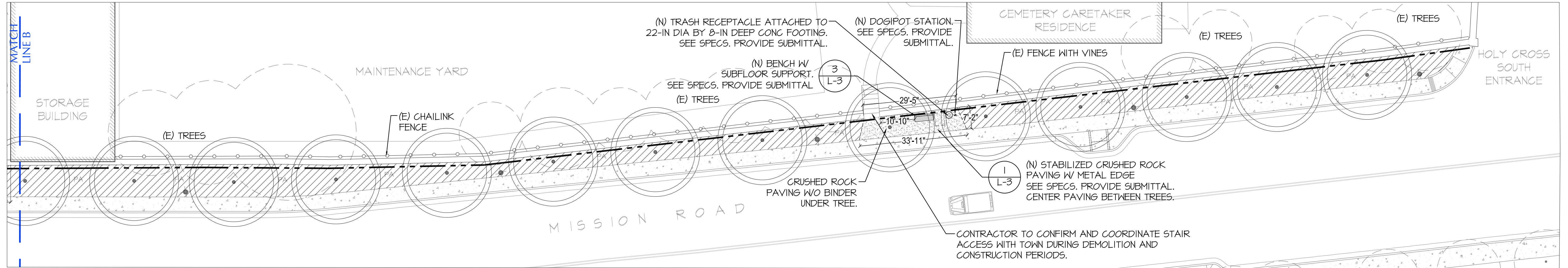
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SHEET 2 OF 11

DATE : 4/29/2022

JOB# : DA-842

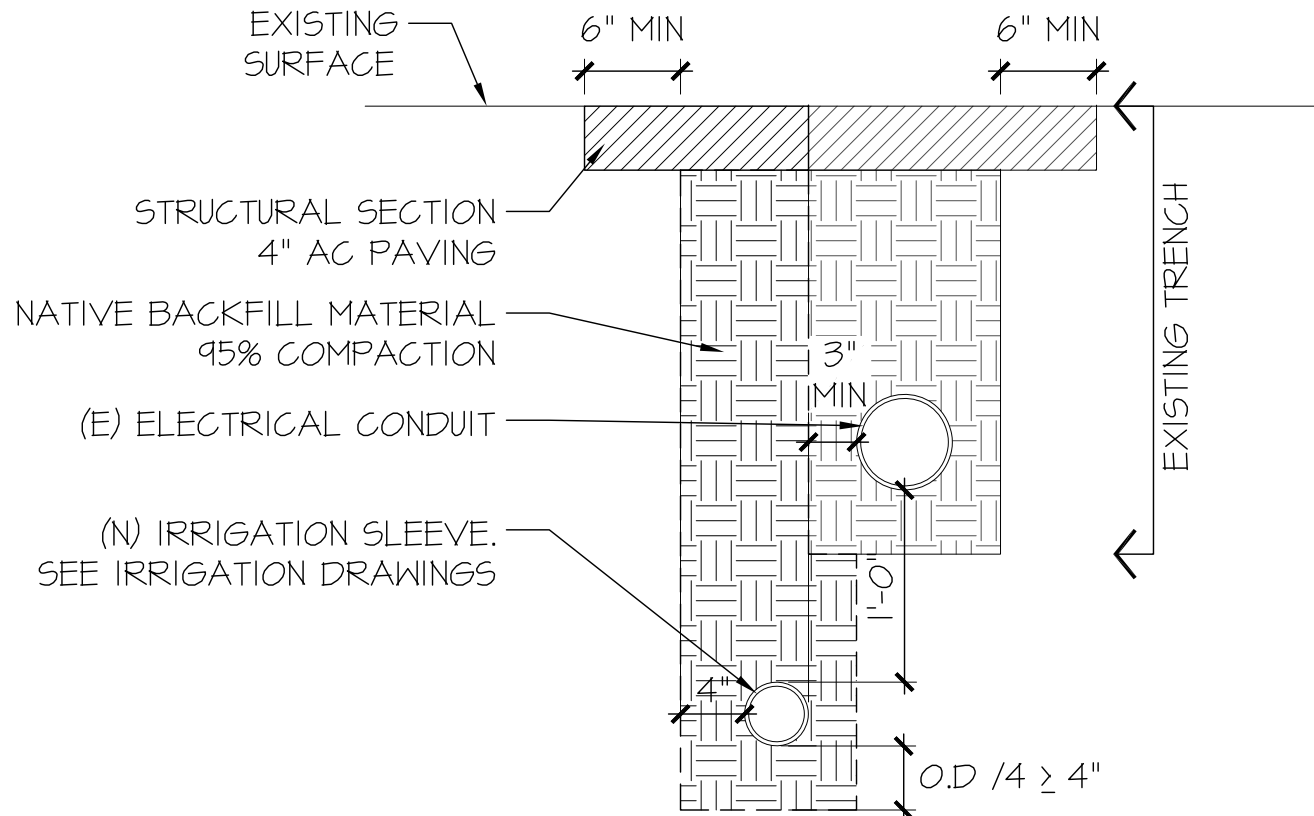
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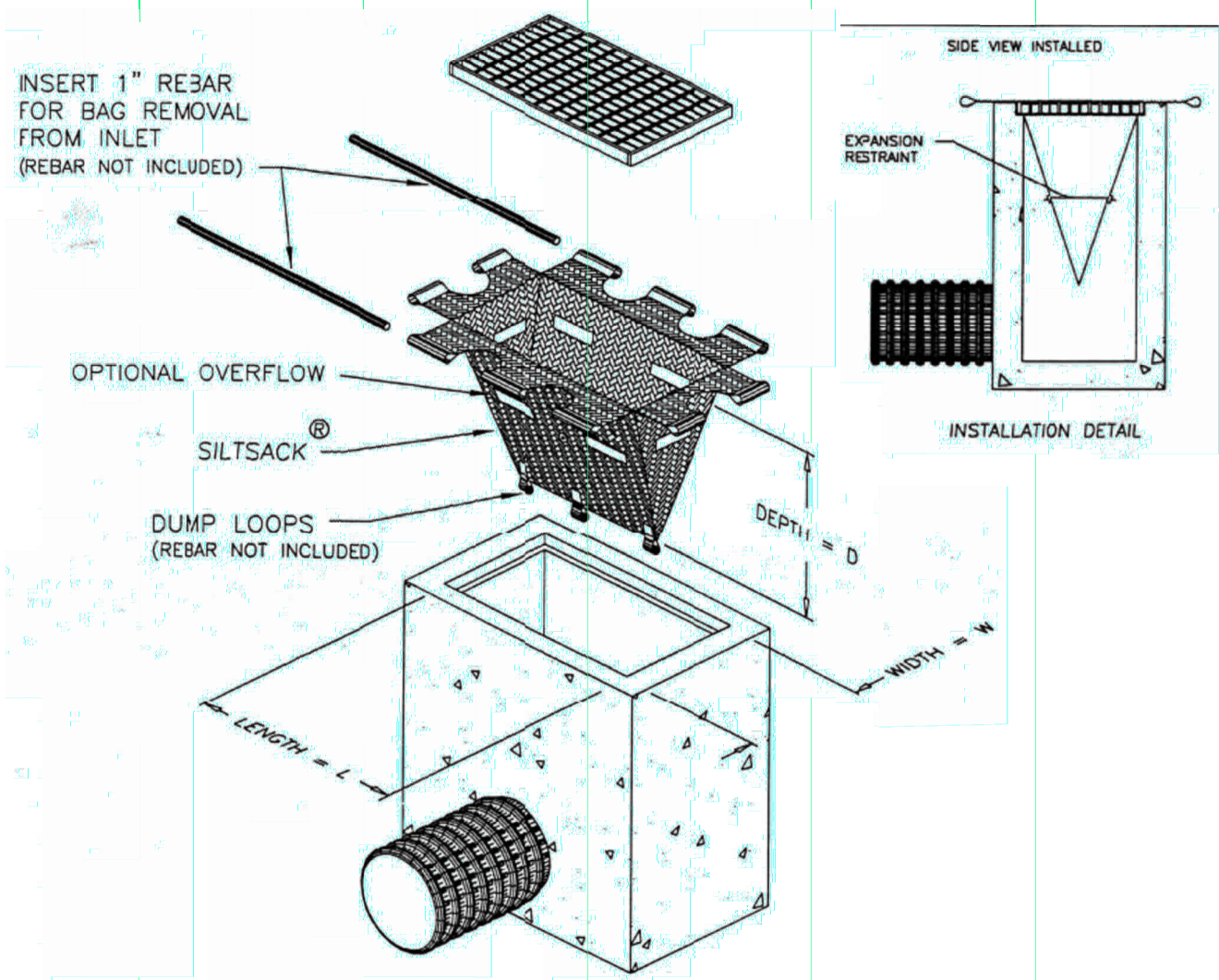
NOTES:

1. NATIVE BACKFILL SHALL BE APPROVED BY THE TOWN PRIOR TO RE-USE AND SHALL BE FREE FROM STONES AND LUMPS EXCEEDING 4-IN IN GREATEST DIMENSION. VEGETABLE MATTER, OR OTHER UNSATISFACTORY MATERIAL.
2. CONTRACTOR TO SHORE ALL TRENCHES IN ACCORDANCE WITH OSHA AND STATE OF CALIFORNIA SAFETY STANDARDS.



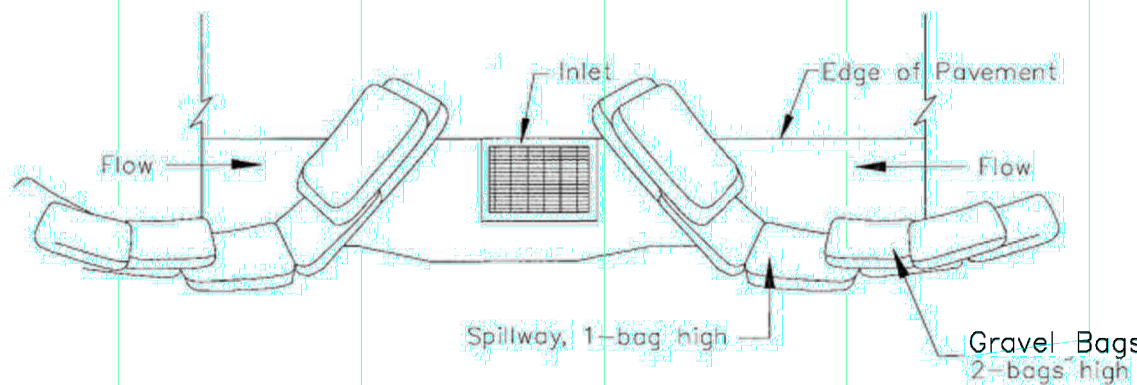
TRENCH BACKFILL AND BEDDING DETAIL FOR IRRIGATION AND ELECTRICAL CONDUIT

SCALE: 1" = 1'-0"

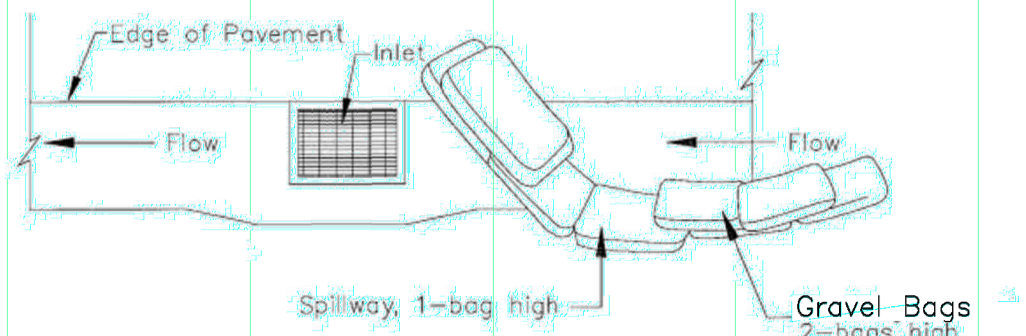


INLET SEDIMENT CONTROL DEVICE

NTS



TYPICAL PROTECTION FOR INLET IN SUMP



TYPICAL PROTECTION FOR INLET ON GRADE

NOTES:

1. Intended for short-term use.
2. Use to inhibit non-storm water flow.
3. Allow for proper maintenance and cleanup.
4. Bags must be removed after adjacent operation is completed.
5. Not applicable in areas with high silts and clays without filter fabric.
6. INSTALL GRAVEL BAGS ON ALL SIDES OF DRAIN INLET DURING GRADING OR ROADWAY CONSTRUCTION PHASES ADJACENT TO INLET.

SE-10 STORM DRAIN INLET PROTECTION

NTS

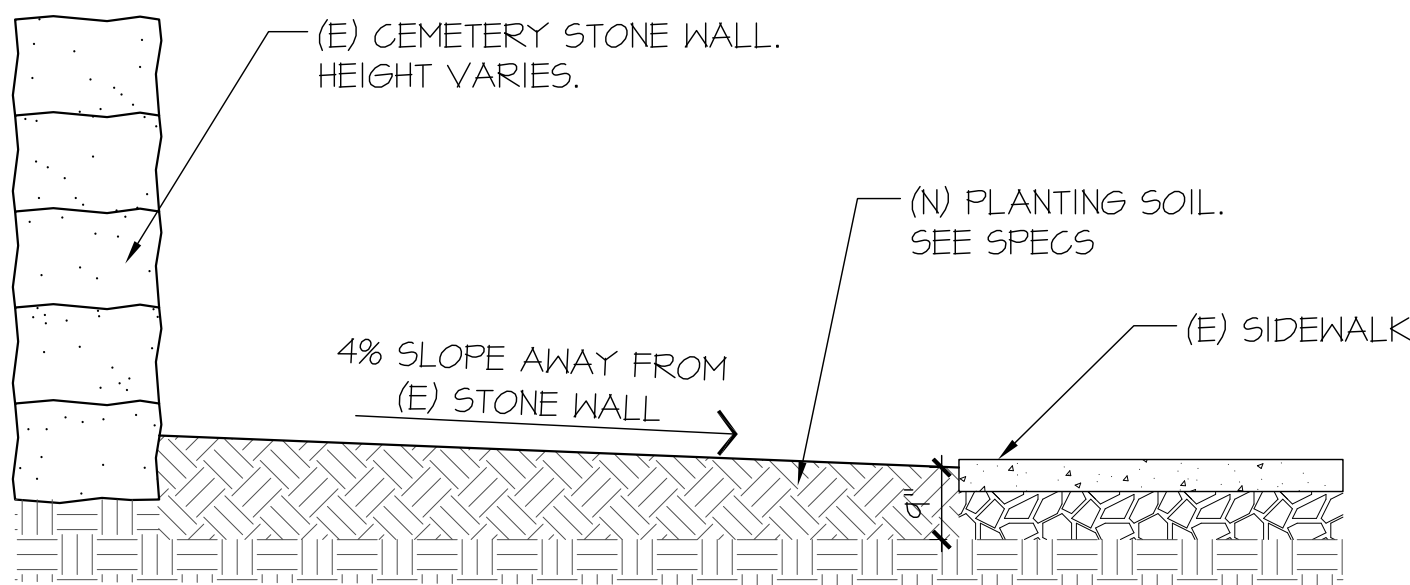
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EROSION CONTROL STANDARD DETAILS

SCALE: NTS

NOTE:

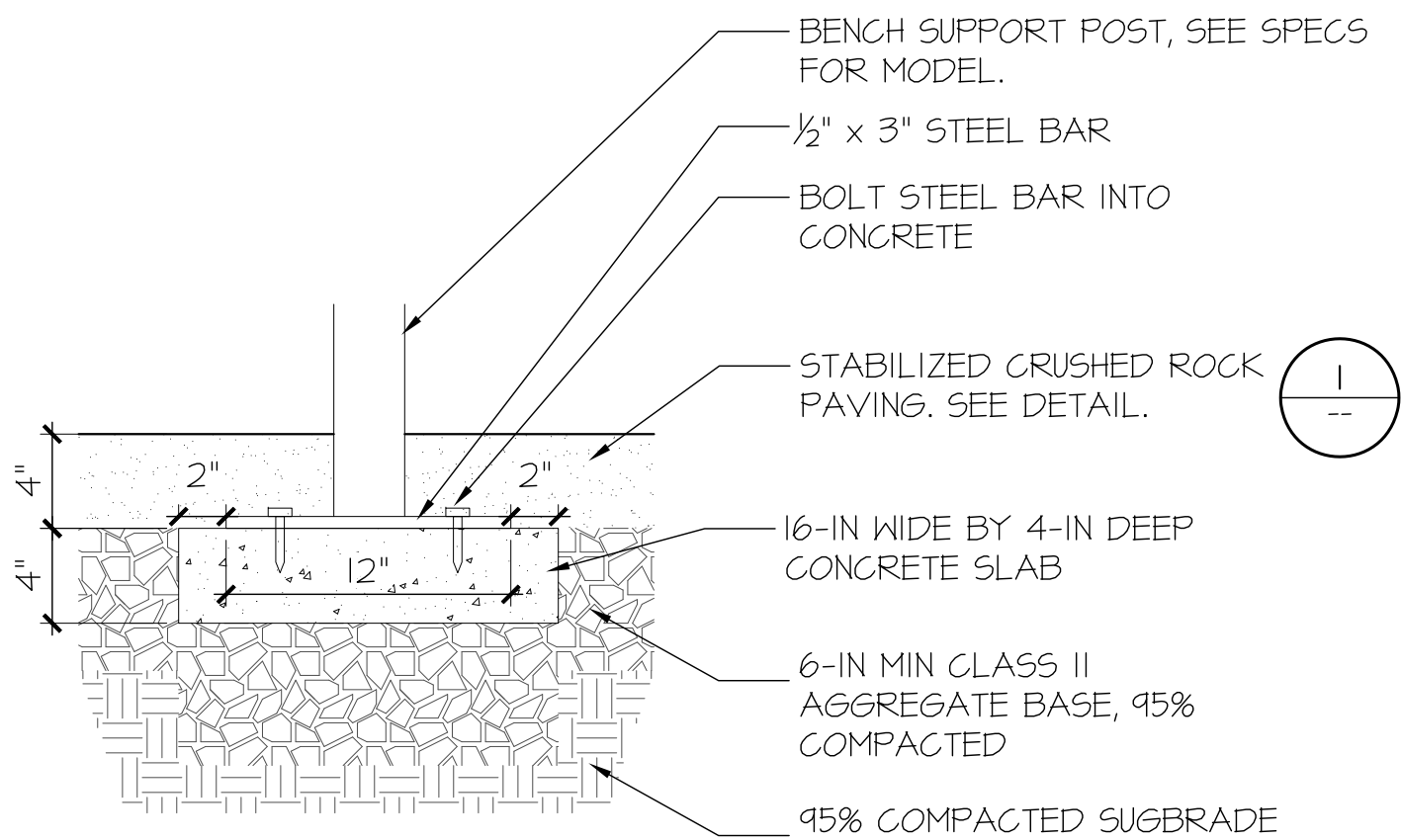
AT BENCH AREAS, 2% MAX SLOPE.



4

TYPICAL SLOPE AT PLANTING AREAS

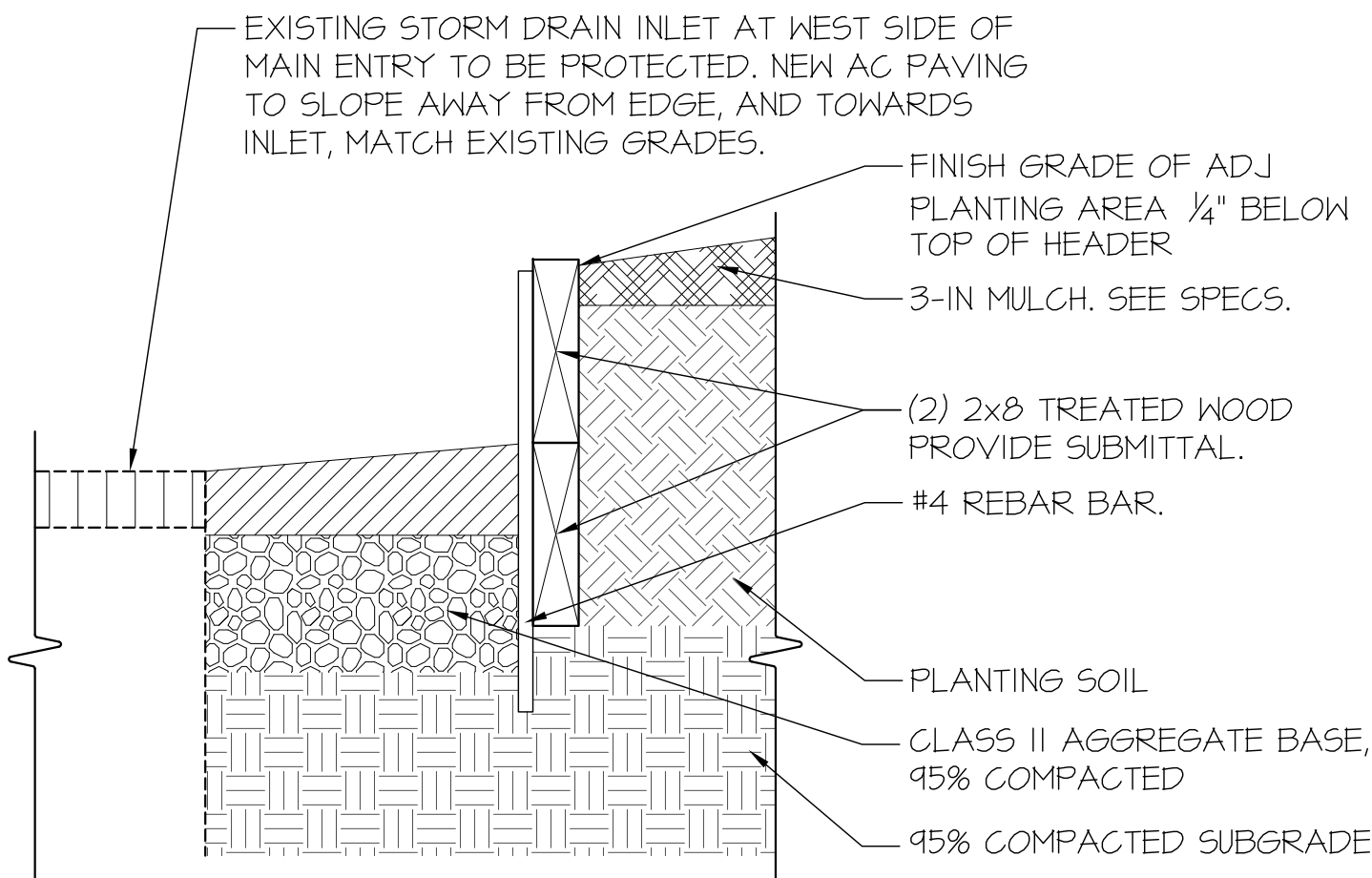
SCALE: 1/2" = 1'-0"



3

BENCH SUBFLOOR SUPPORT

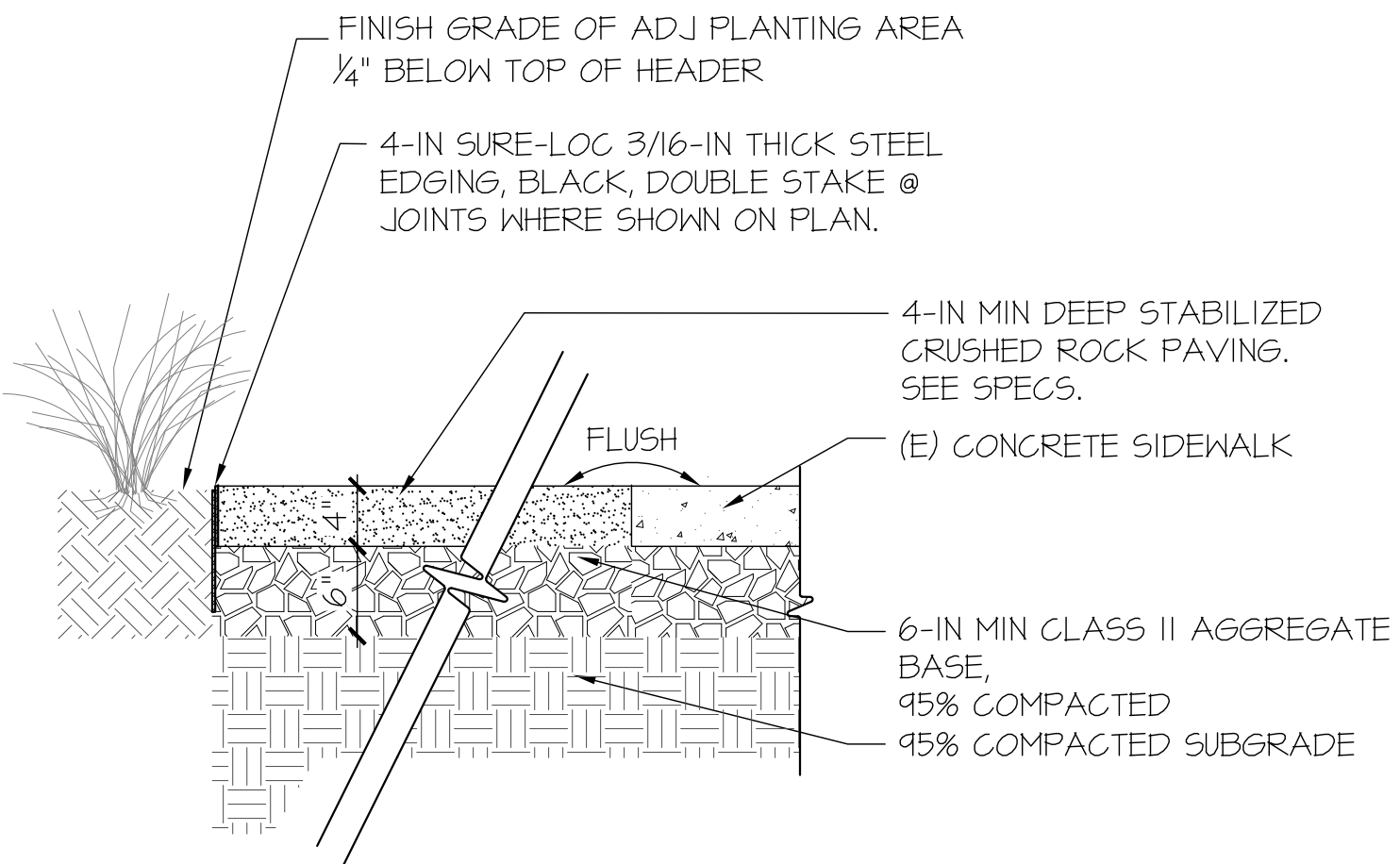
SCALE: 1 1/2" = 1'-0"



2

WOOD HEADER AT AC EDGE

SCALE: NTS



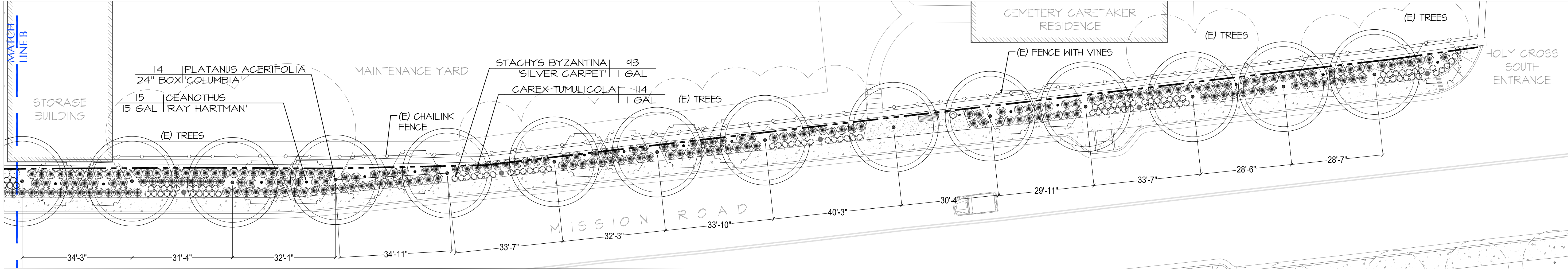
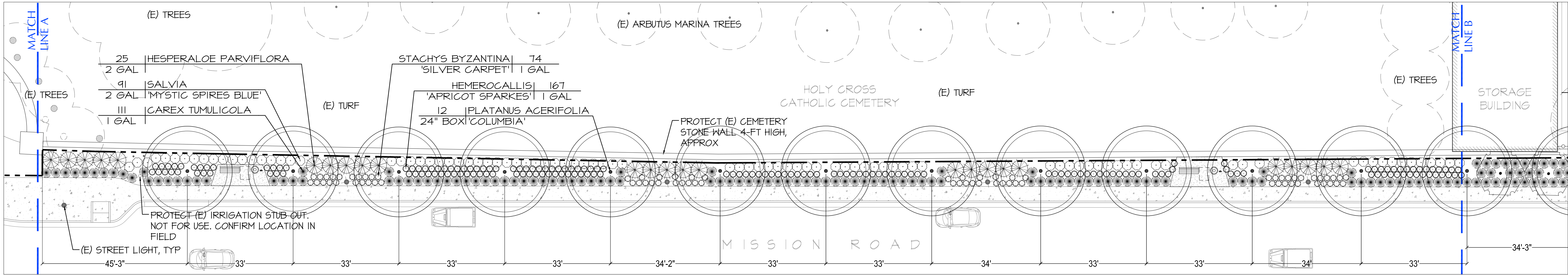
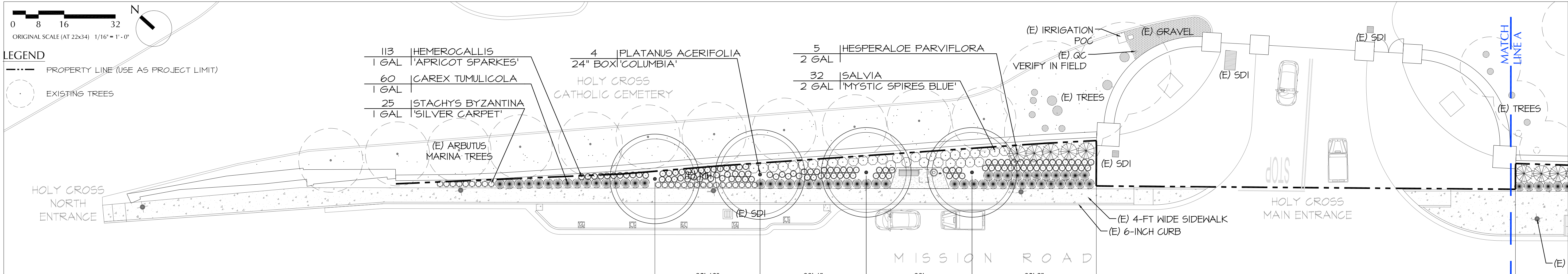
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CRUSHED ROCK PAVING W/ METAL EDGE

SCALE: 1" = 1'-0"

SHEET 4 OF 11		L-3		TITLE:		CONSTRUCTION DETAILS		PREPARED FOR:		TOWN OF COLMA 1198 EL CAMINO REAL COLMA, CA 94014		Dillingham Associates Landscape Architects 2927 Newbury Street Berkeley, California 94703 tel 510.348.4700 fax 510.548.0265 www.dillinghamlandscape.com		<div><div>LANDSCAPE ARCHITECT DILLINGHAM ASSOCIATES 2927 NEWBURY STREET BERKELEY, CA 94703 tel 510.348.4700 fax 510.548.0265 www.dillinghamlandscape.com 04/29/2022 PROJECT NO. 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PLANTING LEGEND & SCHEDULE

	PLANTING LEGEND & SCHEDULE					
	BOTANICAL NAME	COMMON NAME	SIZE	QTY	SPACING	
TREES	PLATANUS ACERIFOLIA 'COLUMBIA'	LONDON PLANE TREE	24" BOX	30	± 33-FT O.C.	
	CEANOTHUS 'RAY HARTMAN'	CALIFORNIA LILAC TREE	15 GAL	15	± 10-FT O.C.	
SHRUBS AND GROUNDCOVERS	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL	30	± 5-FT O.C.	
	SALVIA 'MYSTIC SPIRES BLUE'	MYSTIC SPIRES BLUE SAGE	5 GAL	123	± 3-FT O.C.	
	CAREX TUMULICOLA	FOOTHILL SEDGE	2 GAL	396	± 3FT O.C.	
	HEMEROCALLIS 'APRICOT SPARKLES'	REBLOOMING DAYLILY (APRICOT)	2 GAL	280	± 2-FT O.C.	
	STACHYS BYZANTINA 'SILVER CARPET'	LAMB'S EARS	1 GAL	195	± 2-FT O.C.	

PLANTING PALETTE



DESIGNED: DS/PO  
DRAWN: DS  
APPROVED: \_\_\_\_\_

NO. \_\_\_\_\_

REVISIONS \_\_\_\_\_

DATE \_\_\_\_\_

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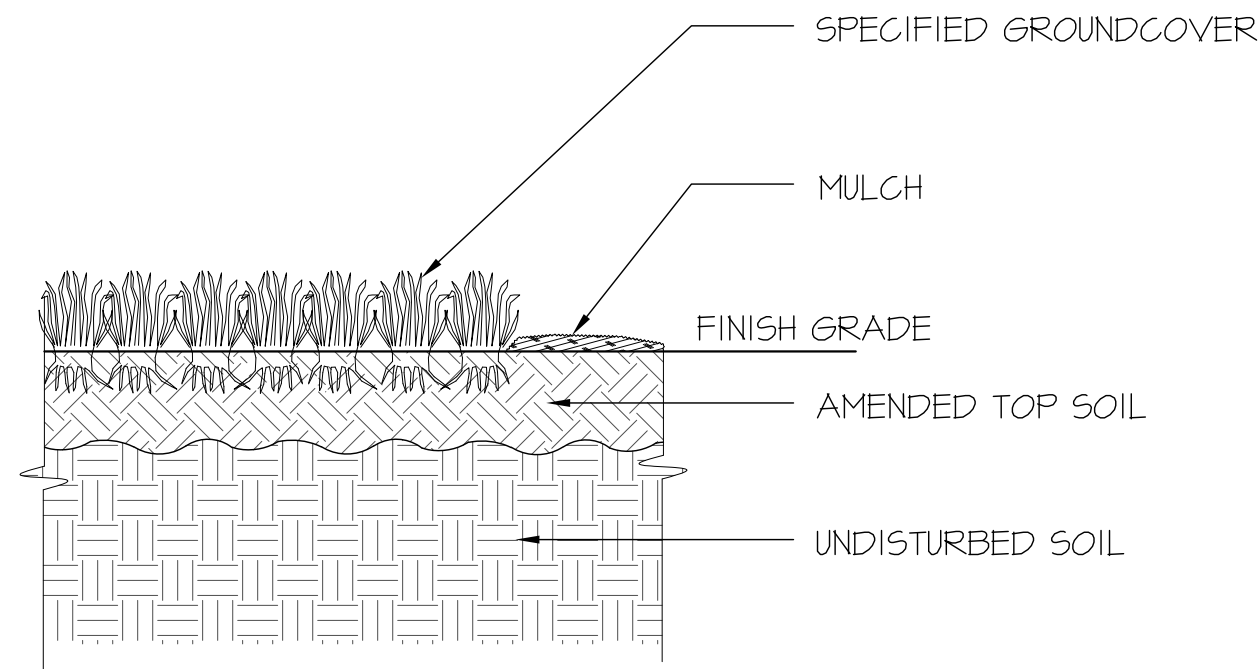
PREPARED FOR:  
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PLANTING PLAN  
MISSION ROAD  
LANDSCAPE IMPROVEMENTS PROJECT

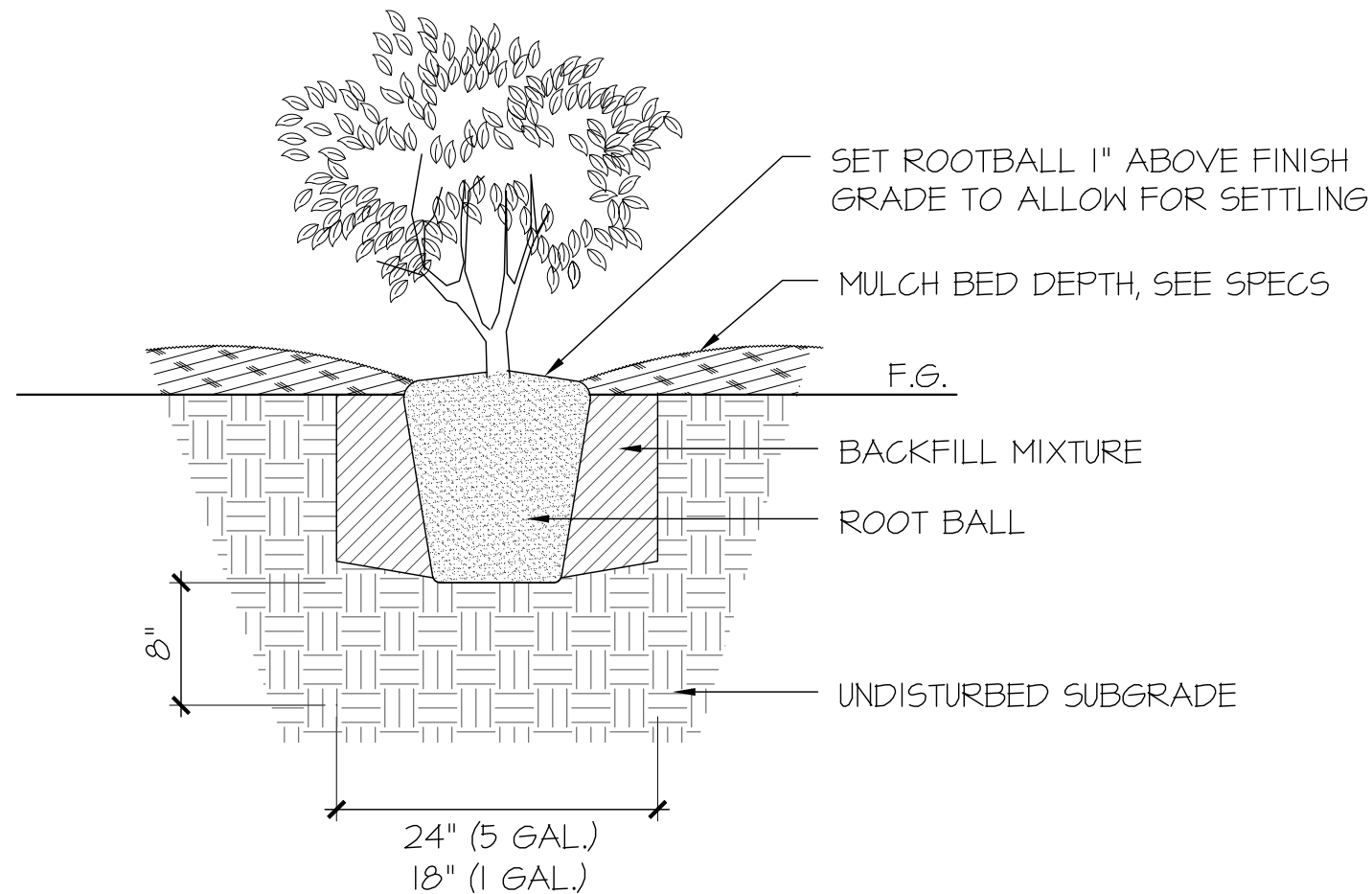
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SHEET 5 OF 11  
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## PLANTING NOTES

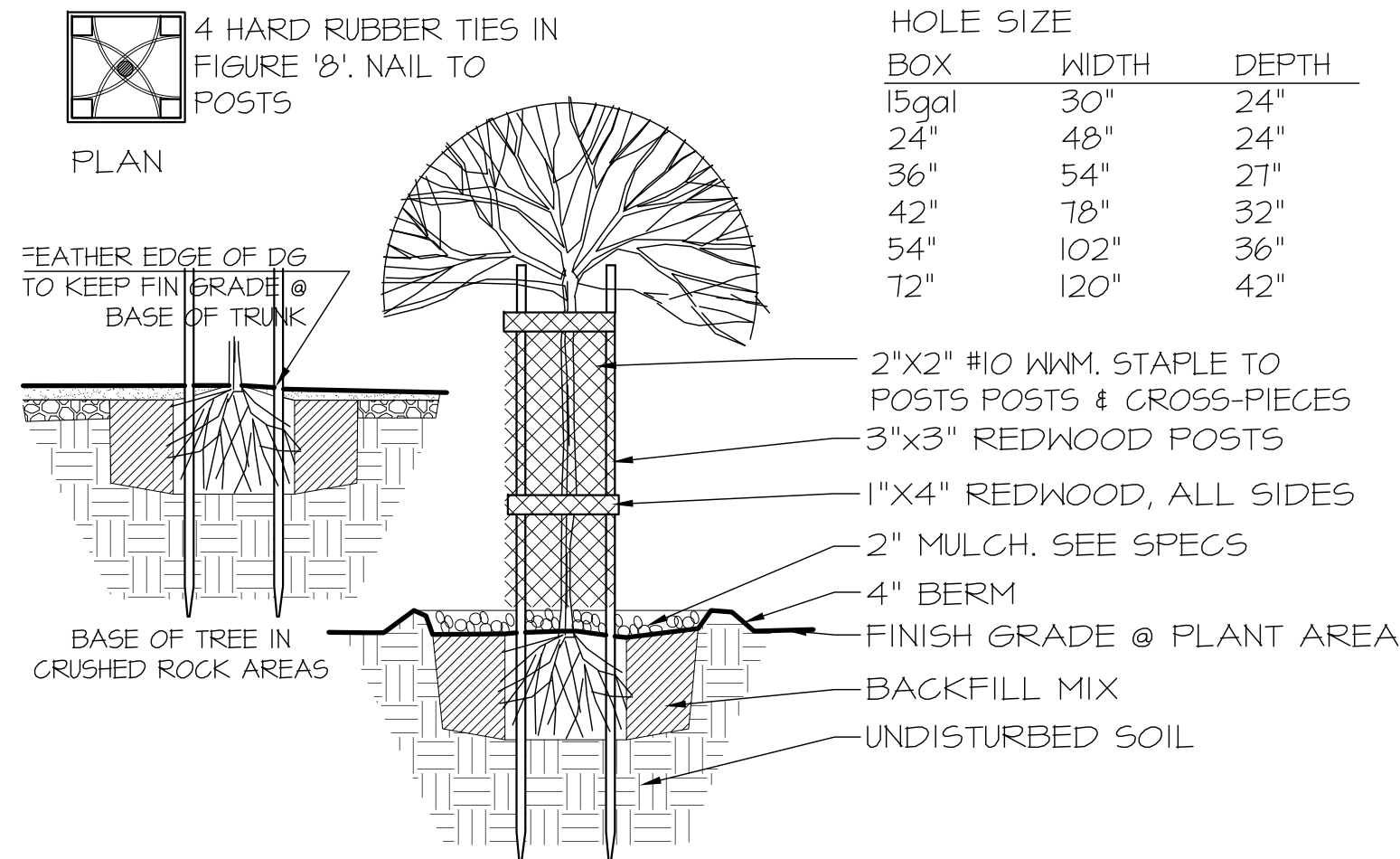
- ALL LANDSCAPE MAINTENANCE AND SERVICE SHALL BE IN ACCORDANCE WITH THE TOWN OF LANDSCAPE AND IRRIGATION GUIDELINES, AND ANY OTHER APPLICABLE CODES, ORDINANCES AND LAWS.
2. LANDSCAPE CONTRACTOR SHALL COORDINATE ALL WORK WITH RELATED CONTRACTORS AND WITH THE GENERAL CONSTRUCTION OF THE PROJECT.
3. VERIFY ALL SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO COMMENCING WORK.
4. LAYOUT OF PLANT MATERIALS SHOWN ON DRAWINGS ARE APPROXIMATE. LAYOUT OF PLANT MATERIALS SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF PLANT MATERIALS IN CONFORMANCE WITH DRAWINGS AND SPECIFICATIONS. IF, HOWEVER, IN-THE-FIELD CONFLICTS ARISE BETWEEN PLANT AND UTILITY LOCATIONS, CONTRACTOR SHALL, WITH THE APPROVAL OF LANDSCAPE ARCHITECT, MAKE THE NECESSARY ADJUSTMENTS TO PLANT PLACEMENT IN ORDER TO ACHIEVE OPTIMUM DESIGN.
5. TAKE CARE TO PROTECT EXISTING PLANTS TO REMAIN. PROVIDE FENCES OR OTHER BARRIERS AS NECESSARY AT TURF PROTECTION/ENHANCEMENT AREAS AND AT THE DRIP LINE OR AROUND TREE TRUNKS, TO PROTECT EXISTING PLANTS FROM DAMAGE DURING CONSTRUCTION. PROVIDE ADEQUATE IRRIGATION AND REGULAR MOWING DURING CONSTRUCTION. REPLACE ANY TREE, SHRUBS AND TURF AREA DAMAGED DURING CONSTRUCTION WITH PLANTS OF EQUAL SIZE AND VALUE AT NO ADDITIONAL COST TO THE TOWN. SEE TREE PROTECTION NOTES AND SPECS.
6. CONTRACTOR SHALL ORDER PLANT MATERIAL TO ENSURE ADEQUATE QUANTITIES AND SIZES OF PLANT MATERIAL WILL BE AVAILABLE, IN CONFORMANCE WITH DRAWINGS AND SPECIFICATIONS. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES IN SUFFICIENT PLANT QUANTITIES DUE TO DIFFERENCES IN PLAN AND ACTUAL FIELD CONDITIONS.
7. CONTRACTOR SHALL CONFIRM SOURCE OF ALL PLANT MATERIAL. ALL PLANT MATERIAL OF SAME SPECIES SHALL BE FROM A SINGLE SOURCE.
8. ALL PLANTS TO BE OF THE FINEST QUALITY AND FREE OF DISEASE OR DAMAGE. PLANT MATERIALS TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. IF NOT REVIEWED, LANDSCAPE ARCHITECT MAY MAKE CHANGES OR REJECT MATERIALS AT NO ADDITIONAL COSTS TO OWNER.
9. ALL TREES SHALL BE STAKED/GUYED AS SHOWN ON DETAILS OR AS MAY BE REQUIRED TO MAINTAIN TREE SECURELY.
10. AVOID UNNECESSARY ROOT DISTURBANCE, COMPACTION OF SOIL WITHIN DRIP LINE, OR LIMB BREAKAGE. DO NOT STORE MATERIAL OR EQUIPMENT OR DISPOSE OF ANY MATERIAL OTHER THAN CLEAN WATER WITHIN DRIP LINE.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLANT ESTABLISHMENT OF THE ENTIRE SITE FOR THE DURATION OF THE CONTRACT AND PLANT ESTABLISHMENT PERIOD, AS INDICATED IN SPECIFICATIONS, INCLUDING, BUT NOT LIMITED TO, ALL WATERING, MOWING, EDGING, TRIMMING, PRUNING, WEEDING, FERTILIZING, AND KEEPING ALL PLANT MATERIAL (BOTH EXISTING AND NEW) IN HEALTHY GROWING CONDITIONS AND NEAT AND ATTRACTIVE IN APPEARANCE. REPLACE ALL DEAD AND/OR DAMAGED PLANT MATERIAL ON A MONTHLY BASIS.
12. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL FROM THE TOWN'S OR CEMETERY'S PROPERTY OF ALL WASTE MATERIAL GENERATED FROM THE PLANTING OPERATIONS.
13. IN ALL AREAS WHERE ASPHALT OR CONCRETE PAVING IS TO BE REMOVED AND REPLACED WITH NEW PLANTING, REMOVE ALL EXISTING AGGREGATE BASE, GRAVEL, ETC. LEAVE ONLY NATIVE SOIL AND BACK FILL WITH SOIL TO MEET DESIGN GRADE. SEE SPECIFICATIONS.
14. SEE SPECIFICATIONS AND DETAILS FOR SOIL, AMENDMENTS, EROSION CONTROL SEEDING, PLANTING AND MAINTENANCE INSTRUCTIONS.
15. PERFORM FINE GRADING IN ALL PLANTING AREAS. COORDINATE FINISH GRADE TO ALLOW MULCH AS SPECIFIED. PROVIDE POSITIVE DRAINAGE. DO NOT LET WATER POND AT PLANTS.
16. AFTER PLANTING, DRESS OFF ALL PLANTING BEDS WITH THREE 3-INCHES DEPTH OF MULCH UNLESS OTHERWISE NOTED, SEE SPECS.
17. PLANT AREA AND OVERALL QUANTITY FOR EACH PLANT TYPE ARE SHOWN FOR REFERENCE PURPOSES ONLY. CONTRACTOR TO CONFIRM QUANTITIES. ALL AREAS ARE TO BE PLANTED PER SPACING IN PLANTING SCHEDULE.
18. DURING PLANT ESTABLISHMENT PERIOD, CONTRACTOR SHALL INSTALL TEMPORARY PROTECTIVE FENCING AROUND PLANT AREAS AS DIRECTED BY TOWN REPRESENTATIVE ON SITE. FENCING SHALL BE OF SUFFICIENT HEIGHT AND LIMITED OPENINGS THAT HUMANS AND DOGS CANNOT ENTER THE PLANT AREAS. CONTRACTOR SHALL MAINTAIN PROTECTIVE FENCING TO PREVENT ENTRY. WHEN DIRECTED BY THE TOWN REPRESENTATIVE, CONTRACTOR SHALL REMOVE PROTECTIVE FENCING AND DISPOSE OFF-SITE.
19. THE TREES, SHRUBS, GROUND COVERS AND LAWN SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR, BEGINNING AFTER THE FINAL ACCEPTANCE.



### 3 TYPICAL GROUND COVER PLANTING



## 2 TYPICAL SHRUB PLANTING



1 TREE W/ 4-POST GUARD  
SCALE: 1" = 1'-0"

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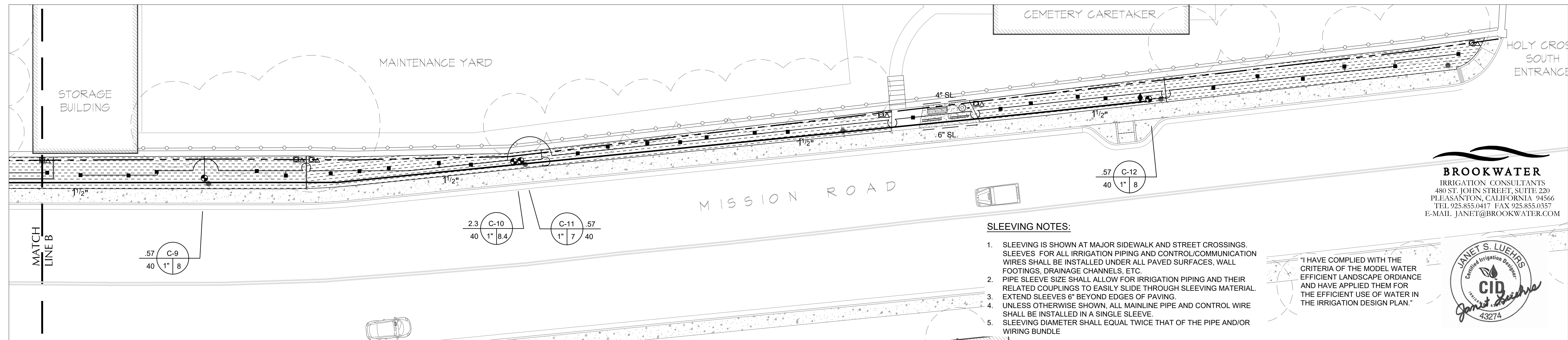
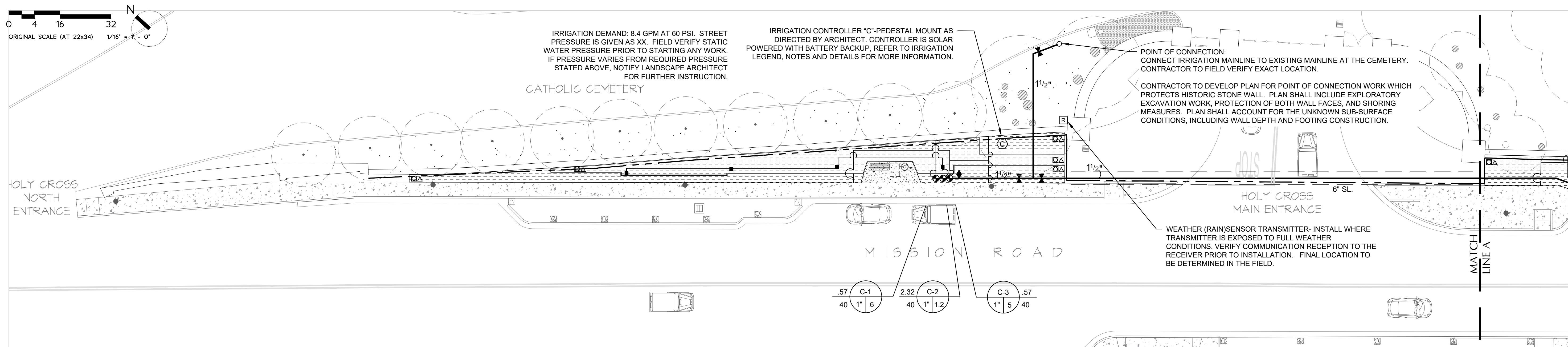
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**Storm drain polluters may be liable for fines of \$10,000 or more per day!**



1. SLEEVING IS SHOWN AT MAJOR SIDEWALK AND STREET CROSSINGS. SLEEVES FOR ALL IRRIGATION PIPING AND CONTROL/COMMUNICATION WIRES SHALL BE INSTALLED UNDER ALL PAVED SURFACES, WALL FOOTINGS, DRAINAGE CHANNELS, ETC.
2. PIPE SLEEVE SIZE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COUPLINGS TO EASILY SLIDE THROUGH SLEEVING MATERIAL. EXTEND SLEEVES 6" BEYOND ENDS OF PAVING.
3. UNLESS OTHERWISE SHOWN, ALL MAJOR PIPE AND CONTROL WIRE SHALL BE INSTALLED IN A SINGLE SLEEVE.
5. SLEEVING DIAMETER SHALL EXCEED TWICE THAT OF THE PIPE AND/OR WIRING BUNDLE.



**BROOKWATER**  
IRRIGATION CONSULTANTS  
10 ST. JOHN STREET, SUITE 220  
EASANTON, CALIFORNIA 94566  
TEL 925.855.0417 FAX 925.855.0357  
E-MAIL JANET@BROOKWATER.COM



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3. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN CONFORMANCE WITH ALL APPLICABLE STATE AND LOCAL CODES AND ORDINANCES BY LICENSED CONTRACTORS AND EXPERIENCED WORKERS. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS AND FEES RELATING TO THEIR WORK.
3. THIS DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, ETC. SHOWN WITHIN PAVED AREAS IS FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN PLANTING AREAS WHERE POSSIBLE. AVOID ANY CONFLICTS BETWEEN THE IRRIGATION SYSTEM, PLANTING AND ARCHITECTURAL FEATURES.
4. PARALLEL PIPES MAY BE INSTALLED IN COMMON TRENCH. PIPES ARE NOT TO BE INSTALLED DIRECTLY ABOVE ONE ANOTHER. TRENCHES SHALL BE AMPLE SIZE TO PERMIT THE PIPES TO BE LAID AT THE ELEVATIONS INTENDED AND TO PERMIT SPACE FOR JOINING.
5. DO NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. IN THE EVENT THAT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
6. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME FAMILIAR WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, ETC. COORDINATE WORK WITH THE GENERAL CONTRACTOR AND OTHER SUBCONTRACTORS FOR THE LOCATION AND THE INSTALLATION OF PIPE SLEEVES THROUGH WALLS, UNDER ROADWAYS, PAVING, STRUCTURES, ETC. CONTRACTOR TO VERIFY THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO THE EXCAVATION OF TRENCHES. CONTRACTOR IS TO REPAIR ANY DAMAGE CAUSED BY THEIR WORK AT NO ADDITIONAL COST TO THE OWNER.
7. DUE TO THE SCALE OF THE DRAWINGS, IT IS NOT POSSIBLE TO INDICATE ALL OFFSETS, FITTINGS, SLEEVES, ETC., WHICH MAY BE REQUIRED. CAREFULLY INVESTIGATE THE STRUCTURAL AND FINISHED CONDITIONS AFFECTING ALL WORK AND PLAN WORK ACCORDINGLY, FURNISHING SUCH FITTINGS, ETC., AS MAY BE REQUIRED TO MEET SUCH CONDITIONS. DRAWINGS ARE GENERALLY DIAGRAMMATIC AND INDICATIVE OF THE WORK TO BE INSTALLED.
8. IRRIGATION CONTROL WIRE SHALL BE #14, U.L. APPROVED FOR DIRECT BURIAL. COMMON WIRE SHALL BE #12 U.L. APPROVED AND SHALL BE WHITE IN COLOR. WIRING TO INDIVIDUAL REMOTE CONTROL VALVES SHALL BE COLOR OTHER THAN WHITE.
9. EACH CONTROLLER SHALL HAVE ITS OWN INDEPENDENT GROUND WIRE.
10. REMOTE CONTROL VALVES SHALL BE WIRED TO CONTROLLER IN SEQUENCE AS SHOWN ON PLANS. RUN WIRE FROM EACH RCV TO THE CONTROLLER. SPLICING WIRES TOGETHER OUTSIDE OF VALVE BOXES WILL NOT BE PERMITTED.
11. SPLICING OF 24-VOLT WIRES WILL NOT BE PERMITTED EXCEPT IN VALVE BOXES. LEAVE A 36" COIL OF EXCESS WIRE AT EACH SPLICE AND 100 FEET ON CENTER ALONG WIRE RUN. TAPE WIRE IN BUNDLES 10 FEET ON CENTER. NO TAPING PERMITTED INSIDE SLEEVES.
12. WIRE CONNECTORS SHALL BE 3M-DBR/Y-6 DIRECT BURY UNLESS OTHERWISE NOTED.
13. INSTALL ONE (1) SPARE CONTROL WIRE FOR EVERY 6 (SIX) STATIONS ON THE CONTROLLER ALONG THE ENTIRE MAIN LINE. SPARE WIRES SHALL BE THE SAME COLOR (ONE WITH A WHITE STRIPE) AND OF A DIFFERENT COLOR THAN OTHER CONTROL WIRES. LOOP 36" EXCESS WIRE INTO EACH SINGLE VALVE BOX AND INTO ONE VALVE BOX IN EACH GROUP OF VALVES.
14. VALVE LOCATIONS SHOWN ARE DIAGRAMMATIC. INSTALL IN GROUND COVER/SHRUB AREAS WHERE POSSIBLE
15. INSTALL VALVE BOXES MINIMUM 12" FROM AND PERPENDICULAR TO WALK, CURB, BUILDING OR LANDSCAPE FEATURE. AT MULTIPLE VALVE BOX GROUPS, EACH BOX SHALL BE AN EQUAL DISTANCE FROM THE WALK, CURB, ETC. AND EACH BOX SHALL BE MINIMUM 12" APART. SHORT SIDE OF VALVE BOXES SHALL BE PARALLEL TO WALK, CURB, ETC.
16. PRESSURE REGULATING DEVICES ARE REQUIRED IF WATER PRESSURE EXCEEDS THE RECOMMENDED PRESSURE OF THE SPECIFIED IRRIGATION DEVICES.
17. LOCATE QUICK COUPLING VALVE 12" FROM HARDSCAPE AREA.
18. FOR DRIP OR BUBBLER CIRCUITS, INSTALL KING BROS. CV SERIES CHECK VALVES IN LATERAL LINES FOR EVERY 10' OF ELEVATION CHANGE.
19. ALL MAIN LINES SHALL BE FLUSHED PRIOR TO THE INSTALLATION OF IRRIGATION BUBBLERS AND DRIP TUBING. AT 30 DAYS AFTER INSTALLATION EACH SYSTEM SHALL BE FLUSHED TO ELIMINATE GLUE AND DIRT PARTICLES FROM THE LINES.
20. FOR PROPER SOLVENT WELD OF PVC A SUITABLE PRIMER AND SOLVENT CEMENT SHALL BE USED. APPLICATION PRACTICE AND TECHNIQUE SHALL BE IN ACCORDANCE WITH THE PRIMER/CEMENT MANUFACTURER'S RECOMMENDATIONS. THE JOINING SURFACES MUST BE SOFTENED (WITH PRIMER/CEMENT) AND THE PIPE AND FITTING MUST BE ASSEMBLED WHILE THE SURFACES ARE STILL WET AND FLUID. USE ONLY WELD-ON 795 CEMENT FOR FLEXIBLE PVC TO RIGID PVC CONNECTIONS.
21. NOTIFY ARCHITECT OF ANY ASPECTS OF LAYOUT THAT WILL PROVIDE INCOMPLETE OR INSUFFICIENT WATER COVERAGE OF PLANT MATERIAL AND DO NOT PROCEED UNTIL HIS/HER INSTRUCTIONS ARE OBTAINED.
22. IN ADDITION TO THE SLEEVES AND CONDUITS SHOWN ON THE DRAWINGS, THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE INSTALLATION OF SLEEVES AND CONDUITS OF SUFFICIENT SIZE UNDER ALL PAVED AREAS.
23. ALL EXCAVATIONS ARE TO BE FILLED WITH COMPACTED BACKFILL. REPAIR ALL SETTLED TRENCHES PROMPTLY, FOR A PERIOD OF 1 YEAR AFTER COMPLETION OF WORK.
24. CONTRACTOR SHALL WARRANT THAT THE IRRIGATION SYSTEM WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF 1 YEAR AFTER FINAL ACCEPTANCE OF WORK.
25. WHERE IT IS NECESSARY TO EXCAVATE ADJACENT TO EXISTING TREES, USE ALL POSSIBLE CARE TO AVOID INJURY TO TREES, AND TREE ROOTS. EXCAVATION IN AREAS WHERE 2 INCH AND LARGER ROOTS OCCUR SHALL BE DONE BY HAND. ROOTS 2 INCHES AND LARGER IN DIAMETER SHALL BE WRAPPED IN A PLASTIC BAG AND SECURED WITH A RUBBER BAND. TRENCHES ADJACENT TO TREE SHOULD BE CLOSED WITHIN 24 HOURS; WHERE THIS IS NOT POSSIBLE, THE SIDE OF THE TRENCH ADJACENT TO THE TREE SHALL BE KEPT SHADED WITH BURLAP OR CANVAS.
26. THE IRRIGATION SYSTEM DESIGN IS BASED ON THE MINIMUM OPERATING PRESSURE SHOWN ON THE IRRIGATION DRAWINGS. VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. REPORT ANY DIFFERENCE BETWEEN THE WATER PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE READING AT THE IRRIGATION POINT OF CONNECTION TO THE OWNER'S AUTHORIZED REPRESENTATIVE.
27. IRRIGATION DEMAND: REFER TO IRRIGATION POINTS OF CONNECTION.
28. CONNECT FLOW SENSOR TO CONTROLLER WITH 2 CONDUCTOR DIRECT BURIAL SHIELDED SENSOR CABLE (EV-CAB-SEN.) INSTALL EACH CABLE IN A SEPARATE 1" PVC SCHEDULE 40 CONDUIT.
29. CONTRACTOR SHALL VERIFY REMOTE AND WEATHER SENSOR RECEPTION TO THE RECEIVER PRIOR TO INSTALLING THE CONTROLLER. IF SIGNAL IS TOO WEAK, EXTEND THE RECEIVER OUT TO A MAXIMUM OF 10' FROM THE CONTROLLER USING A 6 PIN PHONE CABLE WITH FEMALE ADAPTER. IF RECEPTION IS STILL TOO WEAK, CONTACT THE LANDSCAPE ARCHITECT FOR FURTHER INSTRUCTION.
30. OPERATE IRRIGATION CONTROLLER(S) BETWEEN THE HOURS OF 10:00 PM AND 7:00 AM.
31. NOTIFY ALL LOCAL JURISDICTIONS FOR INSPECTION AND TESTING OF INSTALLED BACKFLOW PREVENTION DEVICE.
32. NOTIFY UNDERGROUND SERVICE ALERT AT 811 AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION.
33. A DIAGRAM OF THE IRRIGATION PLAN SHOWING HYDROZONES SHALL BE KEPT WITH THE IRRIGATION CONTROLLER FOR SUBSEQUENT MANAGEMENT PURPOSES.
34. A CERTIFICATE OF COMPLETION SHALL BE FILLED OUT AND CERTIFIED BY EITHER THE DESIGNER OF THE LANDSCAPE PLANS, IRRIGATION PLANS, OR THE LICENSED LANDSCAPE CONTRACTOR FOR THE PROJECT.
35. AN IRRIGATION AUDIT REPORT SHALL BE COMPLETED AT THE TIME OF FINAL INSPECTION. THE IRRIGATION CONTRACTOR SHALL ARRANGE AND PAY FOR THE AUDIT. THE AUDIT MUST BE PERFORMED BY A THIRD PARTY CERTIFIED LANDSCAPE IRRIGATION AUDITOR.

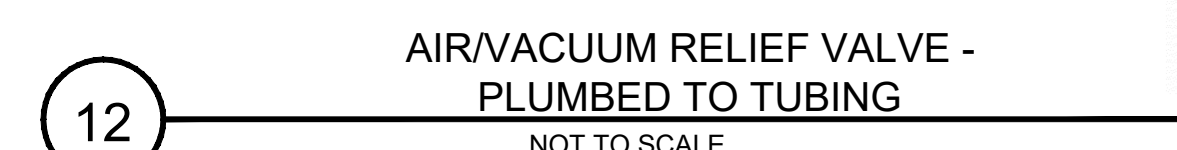
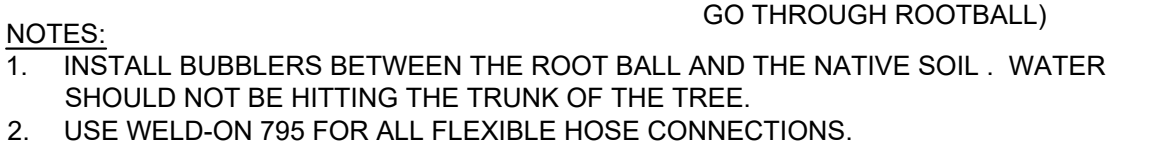
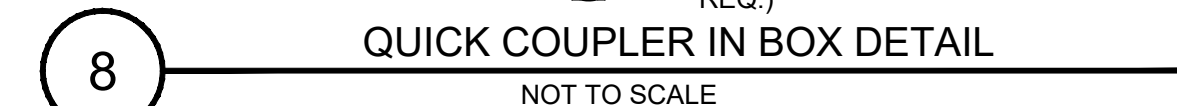
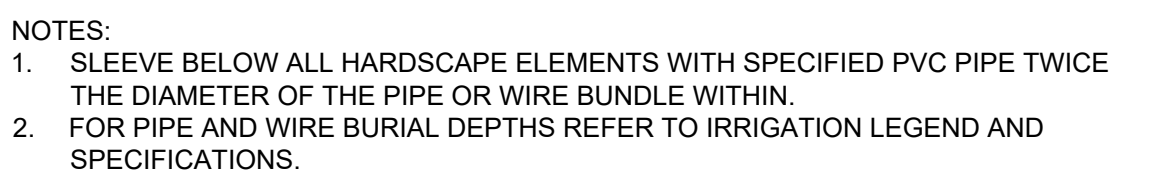
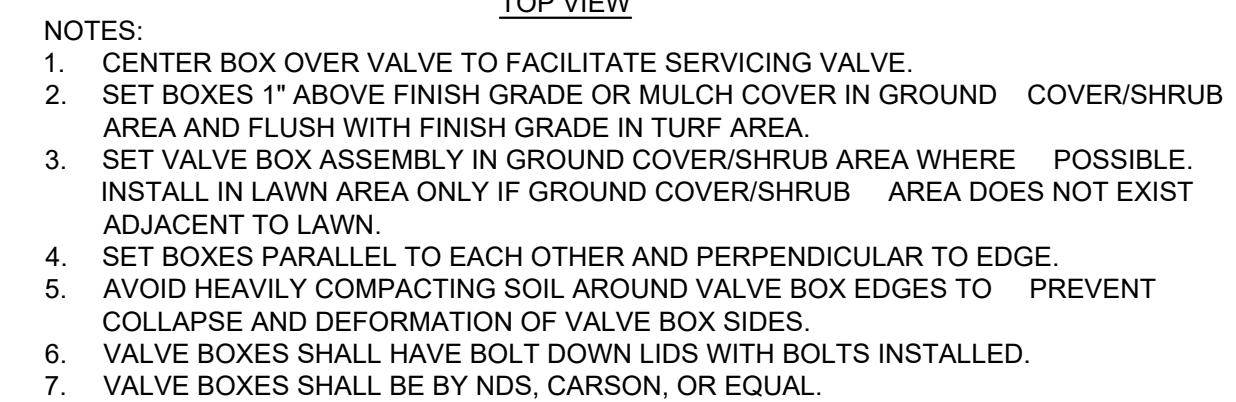
SYMBOL	MODEL NUMBER	DESCRIPTION	PSI	FLOW RATE (GPM)	MAX. RADIUS	MAX. SPACING
■	DB-09-PC	TORO PRESSURE COMPENSATING DRIP BUBBLER INSTALL TWO BUBBLERS PER TREE	40	9 GPH	-	-
△	EBV-0500-S	NDS 1/2" BALL VALVE FOR FLUSHING				
NOT SHOWN	T-YD-500-34	TORO DL2000 AIR VENT				
☒	570-DRIP-IND	TORO POP-UP SPRAY OPERATION INDICATOR				
⦿	DZK-700-DCL / LT-1000-T	TORO DRIP ZONE VALVE KIT - INCL. REMOTE CONTROL VALVE W/ DC LATCHING SOLENOID, WYE FILTER WITH 150 MESH SCREEN, AND PRESET PRESSURE REGULATOR / NDS SCH 80 PVC BALL VALVE				
◆	100-2SLLVC/075-MHS	TORO QUICK COUPLING VALVE WITH 3/4" HOSE SWIVEL				
⋈	T-113-LF	NIBCO LEAD FREE GATE VALVE (LINE SIZE)				
Ⓜ	MINI-CLIK	HUNTER WIRED RAIN SENSOR				
Ⓢ	XCH-1200-SSP XCHSPOLE	HUNTER XC HYBRID SOLAR CONTROLLER IN STAINLESS STEEL CABINET POLE MOUNTING KIT				
		CONTROLLER AND STATION NUMBER				
		APPLICATION RATE (INCHES)				
		OPERATING PRESSURE (PSI)				
		APPROXIMATE GALLONS PER MINUTE				
		REMOTE CONTROL VALVE SIZE				
		MAIN LINE: 1120-SCHEDULE 40 PVC SOLVENT WELD PLASTIC PIPE WITH SCHEDULE 80 AND SCHEDULE 40 PVC SOLVENT WELD FITTINGS. 18" COVER.				
		LATERAL LINE: 1120-SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 PVC SOLVENT WELD FITTINGS. 12" COVER.				
		SUB-SURFACE DRIPLINE: TORO DL2000 RGP-212-10 DRIPLINE WITH ROOT GUARD. USE ONLY DL2000 DRIPLINE INSERT BARB FITTINGS. 2" COVER. (12" EMITTER SPACING; .53 GPH PER EMITTER)				
		SLEEVE (SL): 1120-CLASS 200 PVC PLASTIC PIPE. 24" COVER.				

1. PLANS ARE DIAGRAMMATIC. INSTALL DRIPLINE AND COMPONENTS PER MANUFACTURERS INSTRUCTIONS AND INSTALLATION DETAILS.
2. INSTALL DRIPLINE A MAXIMUM OF 18" APART WITH EMITTERS TRIANGULARLY SPACED. INSTALL 2" FROM PERIMETER OF PLANTED AREA. THERE SHOULD BE A MINIMUM OF TWO DRIPLINE LATERALS IN EACH PLANTED AREA. DRIPLINE SHALL BE INSTALLED AT A CONSISTANT DEPTH THROUGHOUT THE CIRCUIT.
3. PLACE AIR/VACUUM RELIEF VALVES AT THE HIGHEST POINTS OF EACH ZONE AND JUST BELOW CHECK VALVES ON SLOPES. INSTALL ONE AIR/VACUUM RELIEF VALVE FOR EVERY 750' OF TOTAL DRIPLINE PER ZONE.
4. PLACE FLUSH VALVES AT THE HYDRAULIC CENTER OF THE EXHAUST HEADER OR AT LOW POINT ON SLOPES. INSTALL MINIMUM OF ONE FOR EVERY 15 GPM.
5. INSTALL IN-LINE CHECK VALVES ON SLOPES GREATER THAN 3% AND WHERE LOW-LINE DRAINAGE COULD CAUSE WET AREAS IN THE LOWEST AREAS OF AN IRRIGATION ZONE. CHECK VALVES SHALL BE PLACED EVERY 4-5 FEET BETWEEN DRIPLINE LATERALS AND BEFORE THE FLUSH VALVE.
6. ON ALL SLOPES AND MOUNDS, PLACE THE DRIPLINE LATERALS PARALLEL TO THE SLOPE CONTOUR WHERE POSSIBLE. INCREASE THE LATERAL SPACING BY 25% ON THE LOWER ONE-THIRD OF THE SLOPE TO AVOID EXCESS DRAINAGE.
7. PVC SUPPLY AND FLUSH LINE SIZING GUIDE (ALL SUPPLY AND FLUSH LINES SHALL BE THE SAME SIZE FOR THE ENTIRE ZONE):  
FOR SCH. 40 LATERAL
  - 0-5 GPM - 3/4"
  - 5.1-10 GPM - 1"
  - 10.1-20 GPM - 1 1/4"
  - 20.1-28 GPM - 1 1/2"
8. FITTINGS SHALL BE OF THE SAME MANUFACTURER AS DRIPLINE.
9. THOROUGHLY FLUSH EACH INSTALLATION SEGMENT TO ENSURE NO DEBRIS CONTAMINATION OCCURS.
10. RUN THE DRIPLINE SYSTEM EVERY DAY OR EVERY OTHER DAY TO ESTABLISH PLANT MATERIAL. MAINTAIN A CONSISTENT MOISTURE BALANCE IN THE SOIL. IT IS IMPORTANT TO KEEP THE SOIL MOIST WITHOUT SATURATION.

SPRINKLER TYPE	GPM	NO. OF BUBBLERS*	PIPE SIZE
<u>BUBBLERS - 4 GPH</u>	1-5 5.1-15	1-75 76-225	3/4" 1"
<u>BUBBLERS - 9 GPH</u>	1-5 5.1-15	1-32 33-96	3/4" 1"



**BROOKWATER**  
IRRIGATION CONSULTANTS  
480 ST. JOHN STREET, SUITE 220  
PLEASANTON, CALIFORNIA 94566  
TEL 925.855.0171 FAX 925.855.0357  
E-MAIL [JANET@BROOKWATER.COM](mailto:JANET@BROOKWATER.COM)







**TOWN OF COLMA**  
**COLMA, CALIFORNIA**

**CONTRACT DOCUMENTS AND SPECIFICATIONS FOR**  
**MISSION ROAD LANDSCAPE IMPROVEMENTS**  
**CIP #908**

**BID DATE**

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## 00 11 16 – NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Town of Colma ("Town") invites and will receive sealed Bids up to but not later than **2:00 p.m. on <Day>, <Month> <Date>, 2022** at the office of the Town Clerk, located at 1198 El Camino Real, Colma, CA 94014, for the furnishing to Town of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for **MISSION ROAD LANDSCAPE IMPROVEMENTS PROJECT** (the "Project"). At said time, Bids will be publicly opened and read aloud at TOWN OF COLMA, TOWN HALL. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

The project consists of the following elements: a) miscellaneous demolition of proposed pedestrian and planting areas adjacent to the north side of Mission Road, Colma; fine grading of project areas, concrete sidewalk paving including aggregate base, installation of irrigation equipment in proposed plant areas, and proposed planting. In addition, standard construction tasks such as SWPP, Clean-up, fencing, etc are also included per these specifications.

Bids must be submitted on the Town's Bid Forms. Bidders may obtain a copy of the Contract Documents from the Town of Colma Public Works Department at: 1198 El Camino Real, Colma], public.works@colma.ca.gov or 650-757-8888.] \$20.00 fee will be required of any bidder who requests that the Contract Documents be mailed within California (costs for out-of-state mailings will be higher). To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the Town shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

[\*\*Bids must be submitted on the Town's Bid Forms. Bidders may obtain a copy of the Contract Documents from [INSERT WEBSITE], [INSERT ADDRESS], [INSERT PHONE/FAX NUMBER]. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the Town shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on Town of Colma, Public Works and Engineering]. It is the responsibility of each prospective bidder to check Town of Colma, Public Works and Engineering Webpage on a daily basis through the close of bids for any applicable addenda or updates. The Town does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on Town of Colma, Public Works and Engineering Webpage may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by Town of Colma, Public Works and Engineering Webpage. Each Bid shall be accompanied by cash, a certified or cashier's check, or Bid Bond secured from a surety company satisfactory to the Town, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to Town of Colma as bid security. The bid security shall be provided as a guarantee that within ten (10) working days after the Town provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with Town.

A [\*\*INSERT "MANDATORY" or "NONMANDATORY"] Pre-Bid Conference is scheduled for [\*\*Insert Date and Time\*\*] to review the Project's existing conditions at [\*\*Insert Location\*\*].

Representatives of the Town and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing, and shall be sent to all Bidders present at the Pre-Bid Conference. **[\*\*INSERT IF MANDATORY: Bids will not be accepted from any bidder who did not attend the mandatory Pre-Bid Conference.\*\*]**

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by Town to ensure its performance under the contract.

Pursuant to Labor Code Section 1773, Town has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in San Mateo County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/)

In addition, a copy of the prevailing rate of per diem wages is available at the Town's Public Works Department and shall be made available to interested parties upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the

contract: Class C-27 California Contractor's License OR Class A California Contractor's License.

Substitution requests shall be made within 35 calendar days after the award of the contract. Pursuant to Public Contract Code Section 3400(b), the Town may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those listed in the Standard Specifications be used for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions.

Pursuant to Public Contract Code section 3400(b), if the Town has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions.

Town shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by the Town from the Base Bid alone. Town reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Brad Donohue, Director of Public Works, Town of Colma, at [bdonohue@colma.ca.gov](mailto:bdonohue@colma.ca.gov), or (650)757-8888.

**END OF NOTICE INVITING BIDS**

## **00 21 13 – INSTRUCTIONS TO BIDDERS**

### **ARTICLE 1. SECURING DOCUMENTS**

Bids must be submitted to the Town on the Bid Forms which are a part of the Bid Package for the Project. Bid and Contract Documents may be obtained from **Town Of Colma Town Hall at 1198 El Camino Real, Colma** or Town of Colma, Public Works and Engineering Webpage in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any charge for the Contract Documents is stated in the Notice Inviting Bids.

The Town may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective Bidders who choose to review the Contract Documents at a plan room must contact the Town to obtain the required Contract Documents if they decide to submit a bid for the Project.

“Addenda, if any, issued during the bid period will be sent only to those contractors who have obtained documents from the Town.” **OR** “Any Addenda will be posted on Town of Colma, Public Works and Engineering Webpage Failure to acknowledge addenda may make a bid nonresponsive and not eligible for award of the contract.

### **ARTICLE 2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS**

At its own expense and prior to submitting its Bid, each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract, and all other documents referenced herein. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors’ licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the contract and no relief for error or omission will be given except as required under State law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

### **ARTICLE 3. INTERPRETATION OF DRAWINGS AND DOCUMENTS**

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other proposed contract documents may submit to the Engineer of the Town a written request for interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other proposed contract documents will be made only by a written addendum duly issued and a copy of such addenda will be mailed or delivered to each prospective Bidder who has purchased a set of Drawings and Specifications. The Town will not be responsible for any other explanation or interpretations of

the proposed documents. If a Prospective Bidders becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the Prospective Bidder to promptly bring it to the attention of the Town.

#### **ARTICLE 4. PRE-BID CONFERENCE**

A [INSERT IF MANDATORY: mandatory or IF NON-MANDATORY: non-mandatory] Pre-Bid Conference is scheduled for [Insert Date and Time] to review the Project's existing conditions at [Insert Location of Pre-Bid Conference]. Representatives of the Town and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing, and shall be sent to all Bidders present at the Pre-Bid Conference. [INSERT IF MANDATORY: Bids will not be accepted from any bidder who did not attend the mandatory Pre-Bid Conference.]

#### **ARTICLE 5. ADDENDA**

The Town reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the Town shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the Town issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the Town will extend the deadline for submission of Bids. The Town may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide Town a name, address, email address, and facsimile number to which Addenda may be sent, as well as a telephone number by which the Town can contact the Bidder. Copies of Addenda will be furnished by email, facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the [Town of Colma Public Works Department] to verify that it has received all Addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the Addenda received prior to bidding in the space provided in the Bid Form. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

#### **ARTICLE 6. ALTERNATE BIDS**

If alternate bid items are called for in the Contract Documents, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The Town may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the bidder.

#### **ARTICLE 7. COMPLETION OF BID FORMS**

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the Town will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures

to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL, OR A TYPEWRITER IS REQUIRED. Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

#### **ARTICLE 8. MODIFICATIONS OF BIDS**

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

#### **ARTICLE 9. SUBCONTRACTORS**

Bidder shall set forth the name, address of the place of business, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.

#### **ARTICLE 10. LICENSING REQUIREMENTS**

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the Town shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the Town shall reject the Bid. The Town shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the Town of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

#### **ARTICLE 11. BID GUARANTEE (BOND)**

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to Town of Colma; or (c) a Bid Bond secured from a surety company satisfactory to the Town, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to Town of Colma as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after the Town provides the successful bidder the Notice of Award, the successful bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and Town may enter into a contract with the next lowest responsive

responsible bidder, or may call for new bids. No interest shall be paid on funds deposited with the Town. Town will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after award of the contract.

#### **ARTICLE 12. IRAN CONTRACTING ACT OF 2010**

In accordance with Public Contract Code Section 2200 *et seq.*, the Town requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the Town with respect to goods or services of one million dollars (\$1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the bid package and must be signed and dated under penalty of perjury.

#### **ARTICLE 13. NONCOLLUSION DECLARATION**

Bidders on all public works contracts are required to submit a declaration of noncollusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

#### **ARTICLE 14. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

#### **ARTICLE 15. BIDDER INFORMATION AND EXPERIENCE FORM**

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the bid to be rejected as non-responsive. The Town reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the Engineer that the Bidder is qualified to properly carry out the terms of the contract.

#### **ARTICLE 16. WORKERS' COMPENSATION CERTIFICATION**

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the Town the

following certificate prior to performing the work under this Contract:

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

The form of such Workers' Compensation Certificate is included as part of this document.

#### **ARTICLE 17. SIGNING OF BIDS**

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

#### **ARTICLE 18. SUBMISSION OF SEALED BIDS**

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials, in a sealed envelope, addressed and delivered or mailed, postage prepaid, to the Engineering Department of the Town before the time and day set for the receipt of bids. The envelope shall bear the title of the work and the name of the bidder. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by the Town as provided herein. Bids received after the time and day set for the receipt of bids shall be returned to the bidder unopened. The envelope shall also contain the following in the lower left-hand corner thereof:

**Bid of \_\_\_\_\_ (Bidder's Name)**  
**FOR THE MISSION ROAD LANDSCAPE IMPROVEMENTS PROJECT**

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. Town may reject any bid not strictly complying with Town's designated methods for delivery.

#### **ARTICLE 19. OPENING OF BIDS**

At the time and place set for the opening and reading of bids, or any time thereafter, each and every bid received prior to the time and day set for the receipt of bids will be publicly opened and read. The Town will leave unopened any Bid received after the specified date and time,

and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

The public reading of each bid will include the following information:

- A. The name and business location of the bidder.
- B. The nature and amount of the bid security furnished by bidder.
- C. The bid amount.

Bidders or their representatives and other interested persons may be present at the opening of the bids. The Town may, in its sole discretion, elect to postpone the opening of the submitted Bids. The Town reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

## **ARTICLE 20. WITHDRAWAL OF BID**

Any bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to Town within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq.*, or as otherwise may be allowed with the consent of the Town.

## **ARTICLE 21. BIDDERS INTERESTED IN MORE THAN ONE BID**

No Bidder shall be allowed to make, file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

## **ARTICLE 22. SUBSTITUTION OF SECURITY**

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The Town will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the Town will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

## **ARTICLE 23. PREVAILING WAGES**

The Town has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at the

Department of Public Works+] of the Town or may be obtained online at <http://www.dir.ca.gov>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s). DEPARTMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the Town. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

#### **ARTICLE 24. INSURANCE REQUIREMENTS**

Prior to commencing work, the successful bidder shall purchase and maintain insurance as set forth in the General Conditions.

#### **ARTICLE 25. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS**

The successful bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of Town, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to Town within ten (10) working days from the date the Town provides the successful bidder with the Notice of Award.

#### **ARTICLE 26. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES**

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents.

#### **ARTICLE 27. PERMIT AND INSPECTION FEE ALLOWANCE**

Notwithstanding anything contained herein, the Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance.

## **ARTICLE 28. FILING OF BID PROTESTS**

Bidders may file a “protest” of a Bid with the Town’s **[\*\*INSERT TITLE\*\*]**. In order for a Bidder’s protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific Town staff determination or recommendation being protested;
- D. Specify in detail the grounds for protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the Town may reject the protest without further review.

If the protest is timely and complies with the above requirements, the Town’s **[\*\*INSERT TITLE\*\*]**, or other designated Town staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The **[\*\*INSERT TITLE\*\*]** will provide a written decision to the protestor.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

## **ARTICLE 29. BASIS OF AWARD; BALANCED BID**

The Town shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the the grand total of the Base Bid Schedule items.

The Town may reject any Bid which, in its opinion when compared to other Bids received or to the Town’s internal estimates, does not accurately reflect the cost to perform the Work. The Town may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

## **ARTICLE 30. AWARD PROCESS**

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the Town may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the Town notifies the Bidder of the award, the Bidder will have ten (10) working days from the date of this notification to execute the Contract and supply the Town with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run twenty (20) working days from the date of the notification. Once the Town receives all of the properly drafted and executed documents and certifications from

the Bidder, the Town shall issue a Notice to Proceed to that Bidder. **[\*\*DETERMINE WHETHER PROJECT REQUIREMENTS TRIGGER NEED TO CHANGE ABOVE TIMELINE\*\*]**

#### **ARTICLE 31. EXECUTION OF CONTRACT**

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The Town may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

#### **ARTICLE 32. QUESTIONS**

Questions regarding this Notice Inviting Bids may be directed to Brad Donohue, Director of Public Works, Town of Colma, at bdonohue@colma.ca.gov, or (650)757-8888. No other members of the Town's staff or governing body should be contacted about this procurement during the bidding process. Any and all inquiries and comments regarding this Bid must be communicated in writing, unless otherwise instructed by the Town. The Town may, in its sole discretion, disqualify any Bidder who engages in any prohibited communications.

## 00 41 43 – BID FORMS

### 1.1 Bid.

Bids will be received at the Town of Colma, 1198 El Camino Real, Colma, CA 94014, until  
**<Hour> a.m./p.m. on <Day>, <Month> <Date>, <Year>.**

**NAME OF BIDDER:** \_\_\_\_\_

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

### **MISSION ROAD LANDSCAPE IMPROVEMENTS PROJECT**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. \_\_\_\_\_

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the fully executed Noncollusion Declaration form.
4. Attached is the completed Iran Contracting Act Certification form.
5. Attached is the completed Public Works Contractor Registration Certification form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Attached is the completed Bidder Information and Experience form.

### **A. BID SCHEDULE**

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1.	Mobilization and Contract Processing	LS	1		

	Costs				
<b>2.</b>	Diversion of Recyclable Waste Materials	LS	1		
<b>3.</b>	Stormwater Pollution Prevention	LS	1		
<b>4.</b>	Utility Potholing	EA	1		
<b>5.</b>	Site Security, Safety, and Temporary Fencing	LS	1		
<b>6.</b>	Pedestrian and Traffic control	LS	1		
<b>7.</b>	Site Demolition and Disposal of Material: Asphalt paving, Concrete sidewalks and gutters, Material Off-haul and dumping, capping utilities,	SF	8400		
<b>8.</b>	Site Preparation, Clearing, Grubbing, Rototilling; Amending, Fertilizing, and Fine Grading	SF	9500		
<b>9.</b>	Soil Import	CY	270		
<b>10.</b>	Construction Staking	LS	1		
<b>11.</b>	Irrigation	LS	1		
<b>12.</b>	Crushed Rock Paving	SF	600		
<b>13.</b>	Site Furnishings	LS	1		
<b>14.</b>	Planting	LS	1		
<b>15.</b>	Planting Maintenance	LS	1		
<b>16.</b>	COVID-19 LCP Safety Protocol	LS	1		

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis 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.

For purposes of evaluating Bids, the Town will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the Town makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

**B. TOTAL BID PRICE:**

TOTAL BID PRICE BASED ON BID SCHEDULE THE MISSION ROAD LANDSCAPE IMPROVEMENTS PROJECT, TOWN OF COLMA	
\$ _____	Total Bid Price in Numbers
\$ _____	Total Bid Price in Written Form
In case of discrepancy between the written price and the numerical price, the written price shall prevail.	

The undersigned agrees that this Bid Form constitutes a firm offer to the Town which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the Town and a third party, whichever is earlier.

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the Town provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the Town, after which the Town will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within San Mateo County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the Town's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. \_\_\_\_\_ from the \_\_\_\_\_ Bank in the amount of \_\_\_\_\_, which is not less than ten percent (10%) of this bid, payable to Town of Colma as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the Town of Colma.

Bidder is an individual \_\_\_\_\_, or corporation \_\_\_\_\_, or partnership \_\_\_\_\_, organized under the laws of the State of \_\_\_\_\_.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

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If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the Town provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the Town, the Town may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

(Bidders Name – Print or Type)

\_\_\_\_\_  
(Name and Title)

(Corporate Seal)

\_\_\_\_\_  
(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name \_\_\_\_\_ Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

1.2 Bid Bond

**[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]**

The makers of this bond are, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety and are held and firmly bound unto the Town of Colma, hereinafter called the Town, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to Town for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20 \_\_\_\_, for The Mission Road Landscape Improvements Project, Town of Colma.

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the Town as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the Town and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Town in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporation.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- ☐ Partner(s)      ☐ Limited  
                                 ☐ General

\_\_\_\_\_  
Number of Pages

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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COUNTY OF \_\_\_\_\_

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

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WITNESS my hand and official seal.

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- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**END OF BID BOND**

### 1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

<b>Work to be done by Subcontractor</b>	<b>Name of Subcontractor</b>	<b>Location of Business</b>	<b>CSLB Contractor License No.</b>	<b>DIR Registration Number</b>	<b>% of Work</b>

<b>Work to be done by Subcontractor</b>	<b>Name of Subcontractor</b>	<b>Location of Business</b>	<b>CSLB Contractor License No.</b>	<b>DIR Registration Number</b>	<b>% of Work</b>

(Attach additional sheets if necessary)

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

1.4 Bidder Information and Experience Form

**ARTICLE 1. INFORMATION ABOUT BIDDER**

(Indicate not applicable ("N/A") where appropriate.)

**NOTE:** Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: \_\_\_\_\_

2.0 Type, if Entity: \_\_\_\_\_

3.0 Bidder Address: \_\_\_\_\_

\_\_\_\_\_

Facsimile Number

Telephone Number

Email Address

4.0 How many years has Bidder's organization been in business as a Contractor?

\_\_\_\_\_

5.0 How many years has Bidder's organization been in business under its present name? \_\_\_\_\_

5.1 Under what other or former names has Bidder's organization operated? \_\_\_\_\_

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: \_\_\_\_\_

6.2 State of Incorporation: \_\_\_\_\_

6.3 President's Name: \_\_\_\_\_

6.4 Vice-President's Name(s): \_\_\_\_\_

\_\_\_\_\_

6.5 Secretary's Name: \_\_\_\_\_

6.6 Treasurer's Name: \_\_\_\_\_

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: \_\_\_\_\_

7.2 Name and address of all partners (state whether general or limited partnership):

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8.0 If other than a corporation or partnership, describe organization and name principals:

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9.0 List other states in which Bidder's organization is legally qualified to do business.

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10.0 What type of work does the Bidder normally perform with its own forces?

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11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

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12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

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13.0 List Trade References:

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14.0 List Bank References (Bank and Branch Address):

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15.0 Name of Bonding Company and Name and Address of Agent:

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## ARTICLE 2. LIST OF CURRENT PROJECTS (BACKLOG)

[\*\*Duplicate Page if needed for listing additional current projects.\*\*]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

### ARTICLE 3. LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[\*\*Duplicate Page if needed for listing additional completed projects.\*\*]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

## ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

### ***Personnel:***

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

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2. Summarize each person's specialized education:

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3. List each person's years of construction experience relevant to the project:

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---

4. Summarize such experience:

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---

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the Town.

### ***Changes Occuring Since Prequalification***

If any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

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***Additional Bidder's Statements:***

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

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**ARTICLE 5. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

1.5 Non-Collusion Declaration

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

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

Name of Bidder\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

1.6 Iran Contracting Act Certification.  
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☐ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The Town has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the Town will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

## 1.7 Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Bidder:\_\_\_\_\_

DIR Registration Number:\_\_\_\_\_

DIR Registration Expiration:\_\_\_\_\_

Small Project Exemption: \_\_\_\_\_ Yes or \_\_\_\_\_ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder\_\_\_\_\_

Signature\_\_\_\_\_

Name and Title\_\_\_\_\_

Dated\_\_\_\_\_

<sup>1</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

1.8 Contractor's Certificate Regarding Workers' Compensation.

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

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

## 00 52 13 – CONTRACT

This CONTRACT, No. \_\_\_\_\_ is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Town of Colma, sometimes hereinafter called "Town," and \_\_\_\_\_, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Section (e), below, for the following Project:

### MISSION ROAD LANDSCAPE IMPROVEMENTS PROJECT

The Contractor and its surety shall be liable to the Town for any damages arising as a result of the Contractor's failure to comply with this obligation.

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the Town's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **[\*\*INSERT CALENDAR DAYS\*\*]** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

c. **CONTRACT PRICE.** The Town shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the Town the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the Town may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

e. **COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors

Information Required of Bidders  
Non-Collusion Declaration Form  
Iran Contracting Act Certification  
Public Works Contractor Registration Certification  
Performance Bond  
Payment (Labor and Materials) Bond  
General Conditions  
Special Conditions  
Technical Specifications  
Addenda  
Plans and Drawings  
Standard Specifications for Public Works Construction "Greenbook", latest edition,  
Except Sections 1-9  
Applicable Local Agency Standards and Specifications, as last revised  
Approved and fully executed change orders  
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

f. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

g. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

h. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the Town's Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties,  
on the day and year above written.

TOWN OF COLMA

[INSERT NAME OF CONTRACTOR]

By: \_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Town Clerk

**(CONTRACTOR'S SIGNATURE MUST BE  
NOTARIZED AND CORPORATE  
SEAL AFFIXED, IF APPLICABLE)**

**END OF CONTRACT**

## Notary Acknowledgment

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STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

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

WITNESS my hand and official seal.

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Signature of Notary Public

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Title(s)

- ☐ Partner(s) ☐ Limited  
☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

## 00 61 13 – BOND FORMS

### 1.1 Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Town of Colma, (hereinafter referred to as "Town") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") an agreement for **Contract No.** \_\_\_\_\_, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Town in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the Town, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by Town in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Town, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Town from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Town's rights or the Contractor or Surety's

obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Town to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Town's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Town, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Town under the Contract and any modification thereto, less any amount previously paid by the Town to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the Town to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Town under the Contract and any modification thereto, less any amount previously paid by the Town to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Town may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Town, when declaring the Contractor in default, notifies Surety of the Town's objection to Contractor's further participation in the completion of the Project.

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

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges is \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California)

\_\_\_\_\_

## Notary Acknowledgment

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STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

WITNESS my hand and official seal.

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Signature of Notary Public

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- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s)      ☐ Limited  
                                 ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

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Number of Pages

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Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

**END OF PERFORMANCE BOND**

1.2 Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Town of Colma (hereinafter designated as the "Town"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.**\_\_\_\_\_ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the Town in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Town in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of

recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Town and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

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STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

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☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s) ☐ Limited  
☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**END OF PAYMENT BOND**

## 00 72 13 – GENERAL CONDITIONS

### ARTICLE 1. DEFINED TERMS

Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

- A. Act of God -- An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.
- B. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.
- C. Additional Work -- New or unforeseen work will be classified as “Additional Work” when the Town’s Representative determines that it is not covered by the Contract.
- D. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
- E. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.
- F. Bidder -- The individual or entity who submits a Bid directly to the Town.
- G. Change Order (“CO”) -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.
- H. Change Order Request (“COR”) -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work. This term may also be referred to as a Change Order Proposal (“COP”), or Request for Change (“RFC”).
- I. Town -- The Town of Colma.
- J. Town’s Representative -- The individual or entity as identified in the Special Conditions to act as the Town’s Representative.
- K. Claim -- A demand or assertion by the Town or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
- L. Contract -- The entire integrated written agreement between the Town and Contractor concerning the Work. “Contract” may be used interchangeably with

“Agreement” in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

- M. Contract Documents -- The documents listed in Section 00 52 13, Article 5. Some documents provided by the Town to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.
- N. Contract Price -- Amount to be paid by the Town to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.
- O. Contract Times -- The number of days or the dates stated in the Contract Documents to: achieve defined Milestones, if any; and to complete the Work so that it is ready for final payment.
- P. Contractor -- The individual or entity with which the Town has contracted for performance of the Work.
- Q. Contractor's Designated On-Site Representative -- The Contractor's Designated On-Site Representative will be as identified in Section 00 72 13, Article 3 and shall not be changed without prior written consent of the Town.
- R. Daily Rate -- The Daily Rate stipulated in the Contract Documents as full compensation to the Contractor due to the Town's unreasonable delay to the Project that was not contemplated by the parties.
- S. Day -- A calendar day of 24 hours measured from midnight to the next midnight.
- T. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.
- U. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.
- V. Drawings -- That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
- W. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.
- X. Engineer, whenever not qualified, shall mean the **ENGINEER of the Town OR CONSULTING LANDSCAPE ARCHITECT**, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular

duties entrusted to them. On all questions concerning the acceptance of materials, machinery, the classifications of material, the execution of work, conflicting interest of the contractors performing related work and the determination of costs, the decision of the Engineer, duly authorized by the Town, shall be binding and final upon both parties.

Y. Engineer of Record -- The individual, partnership, corporation, joint venture, or other legal entity named as such in Section 00 73 13, Article 1.1. or any succeeding entity designated by the Town.

Z. Green Book -- The current edition of the Standard Specifications for Public Works Construction.

AA. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time or, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a class I, class II, or class III disposal site in accordance with provisions of existing law, whichever is more restrictive.

BB. Holiday -- The Holidays occur on:

New Year's Day - January 1  
President's Day -- Third Monday in February  
Memorial Day - Last Monday in May  
Independence Day - July 4  
Labor Day - First Monday in September  
Veteran's Day - November 11  
Thanksgiving Day - Fourth Thursday in November  
Friday after Thanksgiving  
Christmas Eve -- December 24  
Christmas Day - December 25  
Day After Christmas -- December 26  
New Year's Eve -- December 31

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

CC. Notice of Award -- The written notice by the Town to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the Town will sign and deliver the Contract.

DD. Notice of Completion -- The form which may be executed by the Town and recorded by the county where the Project is located constituting final acceptance of the Project.

EE. Notice to Proceed -- A written notice given by the Town to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.

- FF. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
- GG. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- HH. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.
- II. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- JJ. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
- KK. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.
- LL. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the Town for performance of any portion of the Work at the Site.
- MM. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.
- NN. Successful Bidder -- The Bidder submitting a responsive Bid to whom the Town makes an award.
- OO. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.
- PP. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- QQ. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its bid or as adjusted in accordance with the Contract Documents.
- RR. Warranty -- A written guarantee provided to the Town by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.

SS.Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## ARTICLE 2. CONTRACT DOCUMENTS

- A. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- B. **Interpretations.** The Contract Documents are intended to be fully cooperative and complementary. If the Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
1. Change Orders
  2. Addenda
  3. Special Conditions
  4. Technical Specifications
  5. Plans (Contract Drawings)
  6. Contract
  7. General Conditions
  8. Instructions to Bidders
  9. Notice Inviting Bids
  10. Contractor's Bid Forms
  11. Standard Specifications for Public Works Construction (Sections 1-9 Excluded)
  12. Applicable Local Agency Standards and Specifications
  13. Standard Drawings
  14. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
  2. Detail drawings govern over general drawings
  3. Addenda or Change Order drawings govern over Contract Drawings
  4. Contract Drawings govern over Standard Drawings
  5. Contract Drawings govern over Shop Drawings
- C. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality, and most expensive shall always apply.
- D. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Project Work among subcontractors or in establishing the extent of Work to be performed by any trade.

### **ARTICLE 3. PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION**

Before any Work at the site is started, a conference attended by the Town, Contractor, Town's Representative, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

At this conference the Town and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

### **ARTICLE 4. CONTRACT DOCUMENTS: COPIES & MAINTENANCE**

Contractor will be furnished, free of charge, **five (5)** copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents, including submittals, at the Project site.

### **ARTICLE 5. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK**

- A. **Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- B. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.
- C. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.
- D. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

## ARTICLE 6. MOBILIZATION

- A. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of the Work.
- B. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:
1. Obtaining and paying for all bonds, insurance, and permits.
  2. Moving on to the Project site of all Contractor's plant and equipment required for the first month's operations.
  3. Installing temporary construction power, wiring, and lighting facilities, as applicable.
  4. Establishing fire protection system, as applicable.
  5. Developing and installing a construction water supply, if applicable.
  6. Providing and maintaining the field office trailers for the Contractor, if necessary, and the Engineer (if specified), complete, with all specified furnishings and utility services.
  7. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
  8. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
  9. Arranging for and erection of Contractor's work and storage yard.
  10. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
  11. Full-time presence of Contractor's superintendent at the job site as required herein.
  12. Submittal of Construction Schedule as required by the Contract Documents.

## ARTICLE 7. EXISTENCE OF UTILITIES AT THE WORK SITE

- A. The Town has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.
- B. Unless indicated otherwise on the Plans and Specifications, no excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the Plans. Water service connections may be shown on the Plans showing general locations of such connections. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the Town in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- C. If applicable, all water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.
- D. Notwithstanding the above, pursuant to section 4215 of the Government Code, the Town has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for Bids, the Town shall assume the responsibility for their timely removal, relocation, or protection.
- E. Contractor, except in an emergency, shall contact the appropriate regional notification center, **California Underground Service Alert** at 811 or 1-800-227-2600 or on-line at [www.digalert.org](http://www.digalert.org) at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the Town, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the Town has been given the identification number by the Contractor.

## ARTICLE 8. SOILS INVESTIGATIONS

- A. Reports and Drawings. The Special Conditions identify:
  - 1. those reports known to the Town of explorations and tests of subsurface conditions at or contiguous to the site; and

2. those drawings known to the Town of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities).
- B. Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability, and are not Contract Documents. Contractor shall make its own interpretation of the “technical data” and shall be solely responsible for any such interpretations. Except for reliance on the accuracy of such “technical data,” Contractor may not rely upon or make any claim against the Town, Town’s Representative, or Engineer of Record, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor’s purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions, conclusions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

## **ARTICLE 9. CONTRACTOR’S SUPERVISION**

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the Town. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

## **ARTICLE 10. WORKERS**

- A. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- B. Any person in the employ of the Contractor whom the Town may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

## **ARTICLE 11. INDEPENDENT CONTRACTORS**

Contractor shall be an independent contractor for the Town and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of Town and are not entitled to benefits of any kind normally provided employees of Town, including but not limited to, state unemployment compensation or workers’ compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

## **ARTICLE 12. SUBCONTRACTS**

- A. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to the Town for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the Town.
- B. The Town reserves the right to accept all subcontractors. The Town's acceptance of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- C. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

## **ARTICLE 13. VERIFICATION OF EMPLOYMENT ELIGIBILITY**

By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the Town to terminate the Contract for cause: (1) failure of the Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

## **ARTICLE 14. REQUESTS FOR SUBSTITUTION**

- A. For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.
- B. Pursuant to Public Contract Code section 3400(b), the Town may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.
- C. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the

Contract Documents. However, the Town has adopted uniform standards for certain materials, processes, and articles.

- D. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than thirty-five (35) calendar days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the Town, the Contractor shall provide the material, method or service specified herein. The Town shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.
- E. Substantiating data as described above shall include, at a minimum, the following information:
  - 1. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.
  - 2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.
  - 3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.
  - 4. Information detailing the durability and lifecycle costs of the proposed substitution.
- F. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.
- G. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.
- H. The Contractor shall bear the costs of all Town work associated with the review of substitution requests.
- I. If substitution requests approved by the Engineer require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

## **ARTICLE 15. SHOP DRAWINGS**

- A. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in its own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop drawings, calculations, schedules, and materials list, and all other provisions required by the Contract Documents. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the transmittal letter of the submittal.
- B. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written acceptance. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

## **ARTICLE 16. SUBMITTALS**

- A. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Contract Documents. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- B. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- C. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

## **ARTICLE 17. MATERIALS**

- A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- B. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

- C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.
- D. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the Town free from any claims, liens, or charges.
- E. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the Town or any independent contractor.
- F. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the Town shall not be liable for Contractor's failure to so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Form, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

## **ARTICLE 18. PERMITS AND LICENSES**

- A. Town will apply and pay for the review of necessary encroachment permits for Work within the public rights-of-way. Contractor shall obtain all other necessary permits and licenses for the construction of the Project, including encroachment permits, and shall pay all fees required by law and shall comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of public health and safety. Before acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the Town.
- B. The Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance. Payment by Town to Contractor under the Permit and Inspection Allowance Bid Item shall be made based on actual cost receipts only and in accordance with the provisions of these specifications.

## **ARTICLE 19. TRENCHES**

- A. **Trenches Five Feet or More in Depth.** Contractor shall submit to the Engineer at the preconstruction meeting, a detailed plan showing the design of shoring, bracing,

sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

**B. Excavations Deeper than Four Feet.** If the Work involves excavating trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly, and before the excavation is further disturbed, notify the Town in writing of any of the following conditions:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract

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

In the event that a dispute arises between the Town and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

## **ARTICLE 20. TRAFFIC CONTROL**

- A.** Traffic control plan(s) for the Work may be required by the Agency(s) of Jurisdiction. Traffic control plans, if required, shall be prepared at Contractor's expense, and traffic control shall be performed at Contractor's expense in accordance with the

requirements of the Agency(s) of Jurisdiction. The Permit and Inspection Allowance included within the Bid Form includes the cost of required traffic control permit(s) and construction inspection by the Agency(s) of Jurisdiction only. The Permit and Inspection Allowance does not include costs for preparation of any required traffic control plans, implementation of any traffic control requirements or for any traffic signal services that may be required. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by the Agency(s) of Jurisdiction shall be included in the Contractor's Bid.

- B. All warning signs and safety devices used by the Contractor to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones" or to the requirements of the local agency. The Contractor shall also be responsible for all traffic control required by the agency having jurisdiction over the project on the intersecting streets. Contractor must submit a traffic control plan to the agency having jurisdiction over the project for approval prior to starting work.
- C. The Contractor's representative on the site responsible for traffic control shall produce evidence that he/she has completed training acceptable to the California Department of Transportation for safety through construction zones. All of the streets in which the Work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the agency of jurisdiction. Businesses and residences adjacent to the Work shall be notified forty-eight (48) hours in advance of closing of driveways. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of pipe or other material will be allowed in traveled right-of-ways after working hours unless otherwise approved by the Engineer.

## **ARTICLE 21. DIVERSION OF RECYCLABLE WASTE MATERIALS**

In compliance with the applicable Town's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by Town or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

## **ARTICLE 22. REMOVAL OF HAZARDOUS MATERIALS**

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the Town in writing. The Town shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The

Work in the affected area shall not thereafter be resumed except by written agreement of the Town and Contractor.

#### **ARTICLE 23. SANITARY FACILITIES**

Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other Sanitary Facilities required by Cal/OSHA shall be the responsibility of the Contractor.

#### **ARTICLE 24. AIR POLLUTION CONTROL**

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

#### **ARTICLE 25. LAYOUT AND FIELD ENGINEERING**

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense.

#### **ARTICLE 26. TESTS AND INSPECTIONS**

- A. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the Town, Contractor shall promptly inform the Town of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for Town testing and Town inspection shall be paid by the Town. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- B. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- C. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the Town, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- D. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the Town so that the Town may arrange

for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.

- E. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the Town, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- F. Reexamination of Work may be ordered by the Town. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the Town shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

## **ARTICLE 27. PROTECTION OF WORK AND PROPERTY**

- A. The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the Town. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- B. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the Town. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the Town and the Contractor.

## **ARTICLE 28. CONTRACTOR'S MEANS AND METHODS**

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

## **ARTICLE 29. AUTHORIZED REPRESENTATIVES**

The Town shall designate representatives, who shall have the right to be present at the Project site at all times. The Town may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

## ARTICLE 30. HOURS OF WORK

- A. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- B. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the Town and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.
- C. The Contractor shall pay to the Town a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
- D. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the Town.
- E. Town will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to city/county ordinance.
- F. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on the Town-observed holidays, unless otherwise approved by the Town:
  - 1. Powered Vehicles
  - 2. Construction Equipment
  - 3. Loading and Unloading Vehicles
  - 4. Domestic Power Tools

## **ARTICLE 31. PAYROLL RECORDS; LABOR COMPLIANCE**

- A. Pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- B. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- C. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Town. Contractor shall defend, indemnify and hold the Town, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.
- D. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the Town. The Contractor shall also provide the following:
  - 1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
  - 2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.
- E. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- F. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the Town, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or

obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the contract shall not be marked or obliterated.

- G. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars (\$100.00) to the Town for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.
- H. The responsibility for compliance with this Article shall rest upon the Contractor.

## **ARTICLE 32. PREVAILING RATES OF WAGES**

- A. The Contractor is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov](http://www.dir.ca.gov). In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the Town's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the Town, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- B. The Contractor shall forfeit as a penalty to the Town not more than Two Hundred Dollars (\$200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

- C. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

### **ARTICLE 33. PUBLIC WORKS CONTRACTOR REGISTRATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

### **ARTICLE 34. EMPLOYMENT OF APPRENTICES**

- A. Contractor and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.
- B. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- C. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.
- D. The responsibility for compliance with this Article shall rest upon the Contractor.

### **ARTICLE 35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the

identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the Town or its representatives for inspection and copy at any time during normal business hours. The Town shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for or referred to herein.

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for herein.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the Town to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for herein; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

## **ARTICLE 36. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the Town. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

## **ARTICLE 37. LABOR/EMPLOYMENT SAFETY**

The Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section

The Contractor shall submit the Illness and Injury Prevention Program and a Project site specific safety program to the Town prior to beginning Work at the Project site. Contractor shall maintain a confined space program that meets or exceeds the Town Standards. Contractor shall adhere to the Town's lock out tag out program.

## **ARTICLE 38. INSURANCE**

### **[\*\*TOWN'S RISK MANAGER TO REVIEW COVERAGE AND LIMITS\*\*]**

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Town that it has secured all insurance required hereunder. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Town that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the Town to terminate this Contract for cause. Contractor shall furnish Town with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to the Town. All certificates and endorsements must be received and approved by the Town before Work commences.

- A. **Additional Insureds; Waiver of Subrogation.** The Town, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.
- B. **Workers' Compensation Insurance.** The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code.

The Contractor shall file with the Town certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the Town, if in the form and coverage as set forth in the Contract Documents.

- C. **Employer's Liability Insurance.** Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide Town with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the Town.
- D. **Commercial General Liability Insurance.** Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. **\*\*\*PLEASE NOTE THAT THIS AMOUNT MAY NEED TO BE ADJUSTED UPWARD DEPENDING ON THE NATURE AND SCOPE OF THE WORK TO BE PERFORMED. INSURANCE COVERAGE SHOULD BE EVALUATED ON A CASE-BY-CASE BASIS. ALWAYS DELETE THIS BOX.\*\*\*** If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.
1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the Town, and shall not preclude the Town from taking such other actions available to the Town under other provisions of the Contract Documents or law.
  2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
  3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained

in these General Conditions relating to liability for injury to or death of persons and damage to property.

4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the Town may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.
5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

**E. Automobile Liability Insurance.** Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars (\$1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the Town. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

**F. Builder's Risk ["All Risk"]** **\*\*\*INSERT IF APPLICABLE; PLEASE NOTE: THE TOWN MAY BE ABLE TO OBTAIN THIS COVERAGE THROUGH ITS EXISTING PROPERTY POLICY AT A COST LESS THAN WHAT THE CONTRACTOR WOULD PROVIDE. CHECK WITH YOUR RISK MANAGER. IF THE TOWN PROVIDES THIS COVERAGE OR IT IS NOT APPLICABLE, DELETE THIS SECTION\*\*\*].**

1. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The Town accepts no responsibility for the Work until the Work is formally accepted by the Town. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the Work.
2. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and Town, its elected officials, officers, employees, agents and authorized volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by Town.

3. Policy shall be provided for replacement value on an “all risk” basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to Town to ensure adequacy and sublimit.
4. In addition, the policy shall meet the following requirements:
  - a. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
  - b. Coverage shall include all materials stored on site and in transit.
  - c. Coverage shall include Contractor’s tools and equipment.
  - d. Insurance shall include boiler, machinery and material hoist coverage.
- G. **\*\*\*FOR WORK INVOLVING ENVIRONMENTAL HAZARDS\*\*\* Contractor’s Pollution Liability Coverage.** Contractor shall provide pollution liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- H. Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by Town. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor’s coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the Town harmless from any damage, loss, cost, or expense, including attorneys’ fees, incurred by the Town as a result thereof.

#### **ARTICLE 39. FORM AND PROOF OF CARRIAGE OF INSURANCE**

- A. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the Town’s Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the Town the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a “follow form” endorsement satisfactory to the Town

indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

- B. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Town, its officials, officers, agents, employees, and volunteers.
- C. The Certificate(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the Town prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the Town may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the Town receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the Town has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.
- D. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the Town's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- E. Town reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if, in the Town's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- F. Contractor shall report to the Town, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

#### **ARTICLE 40. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- A. **Time for Completion/Liquidated Damages.** Time is of the essence in the completion of the Work. Work shall be commenced within ten (10) Days of the date stated in the Town's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The Town is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the Town's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances,

receive additional compensation from the Town (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that the Town will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the Town as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

- B. **Inclement Weather.** Contractor shall abide by the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.
- C. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the Town in writing of causes of delay. The Town shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.
- D. **No Damages for Reasonable Delay.** The Town's liability to Contractor for delays for which the Town is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the Town be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable Town delay, including delays caused by items that are the responsibility of the Town pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

#### **ARTICLE 41. COST BREAKDOWN AND PERIODIC ESTIMATES**

Contractor shall furnish on forms Approved by the Town:

- A. Within ten (10) Days of Notice to Proceed with the Contract, a detailed estimate giving a complete breakdown of the Contract price, if the Contract amount is a lump sum.
- B. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the Town to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed

and a progress estimate of the value thereof before the tenth (10th) Day of the following month.

- C. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.
- D. Following the Town's Acceptance of the Work, the Contractor shall submit to the Town a written statement of the final quantities of unit price items for inclusion in the final payment request.
- E. The Town shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

#### **ARTICLE 42. PROGRESS ESTIMATES AND PAYMENT**

- A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include any amount earned for authorized extra work. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the Town has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further deduction may be made in accordance with Section B below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.
- B. The Town may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:
  - 1. Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.
  - 2. Defective work not remedied.
  - 3. Failure of Contractor to make proper payments to his subcontractor or for material or labor.
  - 4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.
  - 5. Damage to another contractor or a third party.
  - 6. Amounts which may be due the Town for claims against Contractor.
  - 7. Failure of Contractor to keep the record ("as-built") drawings up to date.

8. Failure to provide update on construction schedule as required herein.
  9. Site cleanup.
  10. Failure to comply with Contract Documents.
  11. Liquidated damages.
  12. Legally permitted penalties.
- C. The Town may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (B)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the Town shall be deemed the agent of Contractor and any payment so made by the Town shall be considered as a payment made under contract by the Town to Contractor and the Town shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The Town will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.
- D. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The Town shall make the progress payment within 30 calendar days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the Town to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Engineer exceeds the seven (7) Day requirement.
- E. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the Town.

#### **ARTICLE 43. SECURITIES FOR MONEY WITHHELD**

Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the Town to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the Town to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Town or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

#### **ARTICLE 44. CHANGES AND EXTRA WORK.**

##### **A. Contract Change Orders.**

1. The Town, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. Except as otherwise provided herein, all such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
2. Contractor shall promptly execute changes in the Work as directed in writing by the Town even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the Work in question has been done unless a written Change Order has been issued or a timely written notice of claim has been made by Contractor.
3. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.
4. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.
5. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the work, including Additional Work, promptly and expeditiously.
6. Contractor shall make available to the Town any of the Contractor's documents related to the Project immediately upon request of the Town, as set forth in Article 52.
7. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

**B. Contract Price Change.**

1. Process for Determining Adjustments in Contract Price.
  - a. Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract Price or Contract Time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the Town, unless the Town requests that proposals be submitted in less than seven (7) Days.
  - b. Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents

within seven (7) Days of discovery of the facts giving rise to the proposed change order.

- c. Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the Town.
- d. Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the Town, including but not limited to estimates and quotations from subcontractors or material suppliers, as the Town may reasonably request. Contractor shall certify the accuracy of all Change Order Requests under penalty of perjury.
- e. If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the Town has the right to order the Contractor in writing to commence the Work immediately on a time and materials basis and/or issue a lump sum change to the Contract Price and/or Contract Time in accordance with the Town's estimate. If the change is issued based on the Town's estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the Town's estimate was in error.

2. Unit Price Change Orders.

- a. When the actual quantity of a Unit Price item varies from the Bid Form, compensation for the change in quantity will be calculated by multiplying the actual quantity by the Unit Price. This calculation may result in either an additive or deductive Final Change Order pursuant to the Contract Documents.
- b. No Mark up for Overhead and Profit. Because the Contract Unit Prices provided in the Bid Form include Overhead and Profit as determined by Contractor at the time of Bid submission, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.
- c. Bid items included on the Bid Form may be deducted from the Work in their entirety without any negotiated extra costs.
- d. Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the Bid Form will be adjusted to reflect the actual unit quantities which may result in an adjustment to the Contract Unit Prices. Such an adjustment will be made by execution of a final additive or deductive Change Order following Contractor's completion of the Work. Upon notification, Contractor's failure to respond within seven (7) Days will result in Town's issuance of a unit quantity adjustment to the Contract Unit Prices and/or Contract Time in accordance with the Contract Documents.
- e. The Town or Contractor may make a Claim for an adjustment in the Unit Price in accordance with the Contract Documents if:

- i. the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; and
  - ii. there is no corresponding adjustment with respect to any other item of Work; and
  - iii. Contractor believes that Contractor is entitled to an increase in Unit Price as a result of having incurred additional expense or the Town believes that the Town is entitled to a decrease in Unit Price and the parties are unable to agree as to the amount of any such increase or decrease..
3. Lump Sum Change Orders. Contractor shall incorporate the provisions of this Section into all agreements with Subcontractors. Compensation for Lump Sum Change Orders shall be limited to expenditures necessitated specifically by the Additional Work, and shall be according to the following:
- a. Overview. The Contractor will submit a properly itemized Lump Sum Change Order Proposal covering the Additional Work and/or the work to be deleted. This proposal will be itemized for the various components of the Additional Work and segregated by labor, material, and equipment in a detailed format satisfactory to the Town. The Town will require itemized change orders on all change order proposals from the Contractor, subcontractors, and sub-subcontractors regardless of tier. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable).
  - b. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such new classifications. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

Estimated labor hours must only include hours for those workmen and working foremen directly involved in performing the change order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the markup percentages as outlined below. Note that no separate allowances for warranty expense will be allowed as a direct cost of a change order. Costs attributed to warranty expenses will be considered to be covered by the markup.

- c. Labor Burden. Labor burden allowable in change orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA),

net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. An estimated percentage for labor burden may be used for pricing change orders. However, the percentage used for labor burden to price change orders will be examined at the conclusion of the Project and an adjustment to the approved change orders will be processed if it is determined that the actual labor burden percentage should have been more or less than the estimated percentage used.

- d. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight, and delivery. Materials costs shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Town shall determine the materials cost, at its sole discretion. Estimated material change order costs shall reflect the Contractor's reasonably anticipated net actual cost for the purchase of the material needed for the change order work. Estimated material costs shall reflect cost reductions available to the Contractor due to "non-cash" discounts, trade discounts, free material credits, and/or volume rebates. "Cash" discounts (i.e., prompt payment discounts of 2% or less) available on material purchased for change order work shall be credited to the Town if the Contractor is provided the Town funds in time for Contractor to take advantage of any such "cash" discounts. The portion of any "cash" discounts greater than 2% will not be considered "non-cash" discount for purposes of this provision. Price quotations from material suppliers must be itemized with unit prices for each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.
- e. Tool and Equipment Use. Costs for the use of small tools, which are tools that have a replacement value of \$1,000 or less, shall be considered included in the Overhead and Profit mark-ups established below. Allowable change order estimated costs may include appropriate amounts for rental of major equipment specifically needed to perform the change order work (defined as tools and equipment with an individual purchase cost of more than \$750). For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing change order proposals shall be 75% of the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the change order work. Further, for Contractor owned equipment, the aggregate equipment rent charges for any single piece of equipment used in all change order work shall be limited to 50% of the fair market value of the piece of equipment when the first change order is priced

involving usage of the piece of equipment. Fuel necessary to operate the equipment will be considered as a separate direct cost associated with the change order work.

- f. Maximum Markup Percentage Allowable on Self-Performed Work. With respect to pricing change orders, the maximum markup percentage to be paid to any Contractor or subcontractor (regardless of tier) on self-performed work shall be a single markup percentage not-to-exceed fifteen percent (15%) of the net direct cost of (1) direct labor and allowable labor burden costs applicable to the change in the Work; (2) the net cost of material and installed equipment incorporated into the change in the Work, and (3) net rental cost of major equipment and related fuel costs necessary to complete the change in the Work. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing, the change order work, and the remaining 1/3 to cover home office overhead costs and profit
- g. Maximum Markup Percentages Allowable on Work Performed by Lower Tier Subcontractors. With respect to pricing the portion of change order proposals involving Work performed by lower tier contractors, the maximum markup percentage allowable to the Contractor or subcontractor supervising the lower tier subcontractor's work shall not exceed five percent (5%) of the net of all approved change order work performed by all subcontractors combined for any particular change order proposal. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing the change order work, and the remaining 1/3 to cover home office overhead costs and profit.
- h. No Markup on Bonds and Liability Insurance Costs. Change order cost adjustments due to increases or decreases in bond or insurance costs (if applicable) shall not be subject to any markup.
- i. Direct and Indirect Costs Covered by Markup Percentages. As a further clarification, the agreed upon markup percentage set forth above is intended to cover the Contractor's profit and all indirect costs associated with the change order work. Items intended to be covered by the markup percentage include, but are not limited to: home office expenses, branch office and field office overhead expense of any kind, project management, superintendents, general foremen, estimating, engineering, coordinating, expediting, purchasing, detailing, legal, accounting, data processing or other administrative expenses, shop drawings, permits, auto insurance and umbrella insurance, pick-up truck costs, and warranty expense costs. The cost for the use of small tools is also to be considered covered by the markup percentage established above. Small tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than \$750.

- j. Deduct Change Orders and Net Deduct Changes. The application of the markup percentages referenced above will apply to both additive and deductive change orders. In the case of a deductive change order, the credit will be computed by applying the sliding scale percentages as outlined above so that a deductive change order would be computed in the same manner as an additive change order. In those instances where a change involves both additive and deductive work, the additions and deductions will be netted and the markup percentage adjustments will be applied to the net amount.
  - k. Contingency. In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated performing the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.
  - l. Insurance and Bonds. In the event the Contractor has been required to furnish insurance and/or bonds as part of the base contract price, a final contract change order will be processed to account for the Contractor's net increase or decrease in insurance costs and/or bond premium costs associated with change orders to Contractor's base Contract Price.
4. Time and Materials Change Orders.
- a. General. The term Time and Materials means the sum of all costs reasonably and necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by the Town, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items.
  - b. Timely and Final Documentation.
    - i. T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the Town's Representative for an approval signature **each day** Additional Work is performed. Failure to get the Town's Representative's approval signature each Day shall result in a waiver of Contractor's right to claim these costs. The Town's Representative's signature on time sheets only serves as verification that the Work was performed and is not indicative of Town's agreement to Contractor's entitlement to the cost.
    - ii. T&M Daily Summary Sheets. All documentation of incurred costs ("T&M Daily Summary Sheets") shall be submitted by Contractor within **three (3) Days** of incurring the cost for labor, material, equipment, and special services as Additional Work is performed. Contractor's actual costs shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Each T&M Daily Summary Sheet shall include Contractor's actual costs incurred for the Additional Work performed that day and a cumulative total of Contractor's

actual costs incurred for the Additional Work. Contractor's failure to provide a T&M Daily Summary Sheet showing a total cost summary within three (3) Days but within five (5) Days of performance of the Work will result in the Contractor's otherwise allowable overhead and profit being reduced by 50% for that portion of Additional Work which was not documented in a timely manner. Contractor's failure to submit the T&M Daily Summary Sheet within five (5) Days of performance of the Work will result in a total waiver of Contractor's right to claim these costs.

- iii. T&M Total Cost Summary Sheet. Contractor shall submit a T&M Total Cost Summary Sheet, which shall include total actual costs, within **seven (7) Days** following completion of Town approved Additional Work. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Contractor's failure to submit the T&M Total Cost Summary Sheet within seven (7) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the T&M Summary Sheets or the performance of the Additional Work.
- c. Labor. The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Work. The cost of labor will be the sum of the actual wages paid (which shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes) substantiated by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, and the labor surcharge set forth in the Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The labor surcharge shall constitute full compensation for all payments imposed by Federal, State, or local laws and for all other payments made to, or on behalf of, the workers, other than actual wages.
  - i. Equipment Operator Exception. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental.
  - ii. Foreman Exception. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to the Additional Work shall be paid. Indirect labor costs, including, without limitation, the superintendent, project manager, and other labor identified in the Contract Documents will be considered Overhead.
- d. Materials. The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the Project site in the quantities involved, plus the cost of sales tax, freight, delivery, and storage.

- i. Trade discounts available to the purchaser shall be credited to the Town notwithstanding the fact that such discounts may not have been taken by Contractor.
- ii. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Town's Representative.
- iii. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on Additional Work items or the current wholesale price for such materials delivered to the Project site, whichever price is lower.
- iv. If, in the opinion of the Town's Representative, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Project site less trade discounts.
- v. The Town reserves the right to furnish materials for the Additional Work and no Claim shall be allowed by Contractor for costs of such materials or Indirect Costs or profit on Town furnished materials.

e. Equipment.

- i. Rental Time. The rental time to be paid for equipment on the Project site shall be the time the equipment is in productive operation on the Additional Work being performed and, in addition, shall include the time required to move the equipment to the location of the Additional Work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the Additional Work, even though located at the site of the Additional Work.
  - (a) Rental Time Not Allowed. Rental time will not be allowed while equipment is inoperative due to breakdowns.
  - (b) Computation Method. The following shall be used in computing the rental time of equipment on the Project site.
    - (i) When hourly rates are paid, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
    - (ii) When daily rates are paid, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.

- ii. Rental Rates. Contractor will be paid for the use of equipment at the lesser of (i) the actual rental rate, or (ii) the rental rate listed for that equipment in the California Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Contract was executed. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate (i.e., daily, monthly) resulting in the least total cost to the Town for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by the Town's Representative. Contractor may furnish cost data which might assist the Town's Representative in the establishment of the rental rate.
- iii. Contractor-Owned Equipment.
  - (a) For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.
  - (b) For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then Town shall pay for the entirety of the time the equipment is on Site. It shall be Contractor's burden to demonstrate to the Town that the equipment could be actively used on another project.
- iv. All equipment shall, in the opinion of the Town's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.
- v. Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Town's Representative, in duplicate, a description of the equipment and its identifying number and the scheduled Additional Work activities planned.
- vi. Unless otherwise specified, manufacturer's rating and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
- f. Special Services. Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry.

- i. Invoices for Special Services. When the Town's Representative and Contractor determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the Additional Work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs, after validation of market values by the Town's Representative.
  - ii. Discount and Allowance. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of Overhead and Profit specified herein, a total allowance not to exceed fifteen percent (15%) for Overhead and Profit will be added to invoices for Special Services.
  - iii. When the Town determines, in its sole discretion, that competitive bidding is necessary for certain special services, Contractor shall solicit competitive bids for those special services.
- g. Excluded Costs. The term Time and Material shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.
- i. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;
  - ii. Office Expenses. Expenses of Contractor's principal and branch offices;
  - iii. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;
  - iv. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;
  - v. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;
  - vi. Small Tools. Cost of small tools valued at less than \$1,000 and that remain the property of Contractor;

- vii. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;
  - viii. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;
  - ix. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;
  - x. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.
- h. Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
- i. "Net Cost" is defined as consisting of costs of labor, materials, and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide Town with documentation of the costs, including, but not limited to, payroll records, invoices, and such other information as Town may reasonably request.
  - ii. For Work performed by the Contractor's forces, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.
  - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the subcontractor's Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor's Net Cost.
  - iv. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.
  - v. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by Town exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.
5. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation

for: Submittals, drawings, field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site facilities (Offices, Telephones, High Speed Internet Access, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final Cleanup; Other Incidental Work; Related Warranties; insurance and bond premiums.

6. For added or deducted Work by subcontractors, the Contractor shall furnish to the Town the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors
7. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the Town a detailed record of the cost to the Contractor, signed by such vendor or supplier.
8. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
9. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the Town's change order form in an attempt to reserve additional rights.
10. If the Town disagrees with the proposal submitted by Contractor, it will notify the Contractor and the Town will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the Town, a Change Order will be issued by the Town. If no agreement can be reached, the Town shall have the right to issue a unilateral Change Order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the Town within fifteen (15) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the Town may require.

### **C. Change of Contract Times.**

1. The Contract Times may only be changed by a Change Order.
2. All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor's COR pursuant to this Article. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.
3. Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of occurrence, unless Town's Representative allows an additional period of time to ascertain more accurate data in support of the request. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.
4. Town may elect, at Town's sole discretion, to grant an extension in Contract Times, without Contractor's request, because of delays or other factors.
5. Use of Float and Critical Path.
  - a. Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either the Town or the Contractor.
  - b. Contractor shall not be entitled to compensation, and Town will not compensate Contractor, for delays which impact early completion. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float.
6. Contractor's entitlement to an extension of the Contract Times is limited to a Town-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the Town-caused delay extends the critical path beyond the previously approved Contract Time. If approved, the increase in time required to complete the Work shall be added to the Contract Time.
  - a. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.
  - b. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, pandemic, abnormal weather conditions (as determined by the Town), Acts of God, acts or failures to act of utility owners not under the control of Town, or other causes not the fault of and beyond control of Town and Contractor, then Contractor shall be entitled to an time extension when

the Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Article.

c. Utility-Related Delays.

- i. Contractor shall immediately notify in writing the utility owner and Town's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with this Article.
- ii. Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.

7. Content for Requests for Contract Extension. Contractor's justification for entitlement shall be clear and complete citing specific Contract Document references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:

- a. Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.
- b. Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.

8. No Damages for Reasonable Delay.

- a. Town's liability to Contractor for delays for which Town is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall Town be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.
- b. Damages caused by unreasonable Town delay that impact the critical path, including delays caused by items that are the responsibility of the Town

pursuant to Government Code section 4215, shall be compensated at the Daily Rate established in the Special Conditions. No other calculations, proportions or formulas shall be used to calculate any delay damages.

- c. Town and Town's Representative, and the officers, members, partners, employees, agents, consultants, or subcontractors of each of them, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- 9. Contractor's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar Contractor's request for extensions of the Contract Times. Such failure, neglect, or refusal prejudices Town's and Town's Representative's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. Contractor hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of this Article.

#### **ARTICLE 45. FINAL ACCEPTANCE AND PAYMENT**

- A. The acceptance of the Work on behalf of the Town will be made by the Engineer. Such acceptance by the Town shall not constitute a waiver of defects. When the Work has been accepted there shall be paid to Contractor a sum equal to the contract price less any amounts previously paid Contractor and less any amounts withheld by the Town from Contractor under the terms of the contract. The final five percent (5%), or the percentage specified in the notice inviting bids where the Town has adopted a finding of substantially complete, shall not become due and payable until five (5) calendar days shall have elapsed after the expiration of the period within which all claims may be filed under the provisions of Civil Code section 9356. If the Contractor has placed securities with the Town as described herein, the Contractor shall be paid a sum equal to one hundred percent (100%) of the contract price less any amounts due the Town under the terms of the Contract.
- B. Unless Contractor advises the Town in writing prior to acceptance of the final five percent (5%) or the percentage specified in the notice inviting bids where the Town has adopted a finding of substantially complete, or the return of securities held as described herein, said acceptance shall operate as a release to the Town of all claims and all liability to Contractor for all things done or furnished in connection with this work and for every act of negligence of the Town and for all other claims relating to or arising out of this work. If Contractor advises the Town in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due the Contractor, the Town may pay the undisputed amount contingent upon the Contractor furnishing a release of all undisputed claims against the Town with the disputed claims in stated amounts being specifically excluded by Contractor from the operation of the release. No payments, however, final or

otherwise, shall operate to release Contractor or its sureties from the Faithful Performance Bond, Labor and Material Payment Bond, or from any other obligation under this contract.

- C. In case of suspension of the contract any unpaid balance shall be and become the sole and absolute property of the Town to the extent necessary to repay the Town any excess in the cost of the Work above the contract price.
- D. Final payment shall be made no later than 60 days after the date of acceptance of the Work by the Town or the date of occupation, beneficial use and enjoyment of the Work by the Town including any operation only for testing, start-up or commissioning accompanied by cessation of labor on the Work, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8136. In the event of a dispute between the Town and the Contractor, the Town may withhold from the final payment an amount not to exceed 150% of the disputed amount.
- E. Within ten (10) calendar days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor shall pay each of its subcontractors from whom retention has been withheld each subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor if the payment is consistent with the terms of the subcontract.

#### **ARTICLE 46. OCCUPANCY**

The Town reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

#### **ARTICLE 47. INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the Town's choosing), indemnify and hold harmless the Town, officials, officers, agents, employees, and representatives, and each of them from and against:

- A. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the Town or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the Town or its officials, officers, employees, or authorized volunteers.

- B. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.
- C. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- D. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall immediately defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Town, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Town, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the Town, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

#### **ARTICLE 48. PROCEDURE FOR RESOLVING DISPUTES**

Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 44, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

- A. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.
- B. **Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 44 "Changes and Extra Work" has been denied by the Town, for (A) a time extension,

(B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the Town. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 44, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than the date of final payment. The claim shall be submitted in writing to the Town and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

**C. Supporting Documentation.** The Contractor shall submit all claims in the following format:

1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
2. List of documents relating to claim:
  - a. Specifications
  - b. Drawings
  - c. Clarifications (Requests for Information)
  - d. Schedules
  - e. Other
3. Chronology of events and correspondence
4. Analysis of claim merit
5. Analysis of claim cost
6. Time impact analysis in CPM format
7. If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

**D. Town's Response.** Upon receipt of a claim pursuant to this Article, Town shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days,

shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the Town issues its written statement.

1. If the Town needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the Town's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Town shall have up to three Days following the next duly publicly noticed meeting of the Town's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
  2. Within 30 Days of receipt of a claim, the Town may request in writing additional documentation supporting the claim or relating to defenses or claims the Town may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Town and the Contractor. The Town's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than \$15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- E. **Meet and Confer.** If the Contractor disputes the Town's written response, or the Town fails to respond within the time prescribed, the Contractor may so notify the Town, in writing, either within 15 Days of receipt of the Town's response or within 15 Days of the Town's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the Town shall schedule a meet and confer conference within 30 Days for settlement of the dispute.
- F. **Mediation.** Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Town shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the Town issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Town and the Contractor sharing the associated costs equally. The Town and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.
1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and

costs charged by its respective mediator in connection with the selection of the neutral mediator.

2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
  3. Unless otherwise agreed to by the Town and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
  4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.
- G. Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- H. Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:
1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
  2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award

who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

- I. **Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the Town. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the Town may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**
- J. **Non-Waiver.** The Town's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

#### **ARTICLE 49. TOWN'S RIGHT TO TERMINATE CONTRACT**

##### **A. Termination for Cause by the Town:**

1. In the sole estimation of the Town, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the Town may serve written notice upon the Contractor and its Surety of the Town's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) calendar days unless such violations have ceased and arrangements satisfactory to the Town have been made for correction of said violations.
2. In the event that the Town serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform the Contract. If the Surety does not: (1) give the Town written notice of Surety's intention to take over and commence performance of the Contract within 15 calendar days of the Town's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of the Contract within 30

calendar days of the Town's service of said notice upon Surety; then the Town may take over the Work and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.

3. In the event that the Town elects to obtain an alternative performance of the Contract as specified above: (1) the Town may, without liability for so doing, take possession of and utilize in completion of the Work such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion (A special lien to secure the claims of the Town in the event of such suspension is hereby created against any property of Contractor taken into the possession of the Town under the terms hereof and such lien may be enforced by sale of such property under the direction of the Town without notice to Contractor. The proceeds of the sale after deducting all expenses thereof and connected therewith shall be credited to Contractor. If the net credits shall be in excess of the claims of the Town against Contractor, the balance will be paid to Contractor or Contractor's legal representatives.); and (2) Surety shall be liable to the Town for any cost or other damage to the Town necessitated by the Town securing an alternate performance pursuant to this Article.

**B. Termination for Convenience by the Town:**

1. The Town may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the Town determines that a termination is in the Town's interest.
2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the Town, the extent of termination, and the Effective Date of such termination.
3. After receipt of Notice of Termination, and except as directed by the Town's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
  - a. Stop Work as specified in the Notice.
  - b. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
  - c. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
  - d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.

- e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.
  - f. Submit to the Town's Representative, within ten (10) calendar days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the Town's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the Effective Date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the Town's Termination for Convenience."
4. Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.
5. In the event that the Town exercises its right to terminate this Contract pursuant to this clause, the Town shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, the following amounts:
- a. All actual reimbursable costs incurred according to the provisions of this Contract.
  - b. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the Town's Representative that it is reasonably probable that Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.
  - c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Article.
- C. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the Town may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the Town or the Contract is terminated.
- D. Town shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

## ARTICLE 50. WARRANTY AND GUARANTEE OF WORK

- A. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the Town, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year from the date of the Notice of Completion of the Project without any expense whatever to the Town, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.
- B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as Town may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing of required repairs, to the reasonable satisfaction of the Town, the Town shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Town for any expenses incurred hereunder immediately upon demand.
- C. In addition to the warranty set forth in this Article, Contractor shall obtain for Town all warranties that would be given in normal commercial practice and assign to Town any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the Town with all warranty and guarantee documents prior to final Acceptance of the Project by the Town as required.
- D. When specifically indicated in the Contract Documents or when directed by the Engineer, the Town may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the Town for installation by the Contractor to be voided or reduced, Contractor shall indemnify Town from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the Town for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.
- E. The Contractor shall remedy at its expense any damage to Town-owned or controlled real or personal property.

- F. The Town shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the Town shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.
- G. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the Town may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- H. Acceptance of Defective Work.
1. If, instead of requiring correction or removal and replacement of Defective Work, the Town prefers to accept it, Town may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Town's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.
  2. If any acceptance of defective work occurs prior to release of the Project Retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Town shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by Town.
  3. If the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to Town.
  4. If the acceptance of Defective Work occurs after release of the Project Retention, an appropriate amount will be paid by Contractor to Town.
- I. Town May Correct Defective Work.
1. If Contractor fails within a reasonable time after written notice from Town's Representative to correct Defective Work, or to remove and replace rejected Work as required by Town, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Town may, after seven (7) Days' written notice to Contractor, correct, or remedy any such deficiency.
  2. In connection with such corrective or remedial action, Town may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Town has paid Contractor but which are stored elsewhere. Contractor shall

allow Town and Town's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable Town to exercise the rights and remedies to correct the Defective Work.

3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Town correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work; and Town shall be entitled to an appropriate decrease in the Contract Price.
  4. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.
  5. If the Change Order is executed after all payments under the Contract have been paid by Town and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to Town.
  6. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Contractor to Town.
  7. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to Town correcting Defective work.
- J. Nothing in the Warranty or in the Contract Documents shall be construed to limit the rights and remedies available to Town at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

#### **ARTICLE 51. DOCUMENT RETENTION & EXAMINATION**

- A. In accordance with Government Code section 8546.7, records of both the Town and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- B. Contractor shall make available to the Town any of the Contractor's other documents related to the Project immediately upon request of the Town.
- C. In addition to the State Auditor rights above, the Town shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the Town, for a period of four (4) years after final payment.

## **ARTICLE 52. SEPARATE CONTRACTS**

- A. The Town reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- B. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.
- C. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the Town in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The Town shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

## **ARTICLE 53. NOTICE AND SERVICE THEREOF**

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to Town shall be addressed to the Town as designated in the Notice Inviting Bids unless Town designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

## **ARTICLE 54. NOTICE OF THIRD PARTY CLAIMS**

Pursuant to Public Contract Code section 9201, the Town shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The Town is entitled to recover reasonable costs incurred in providing such notification.

## **ARTICLE 55. STATE LICENSE BOARD NOTICE**

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000,

Sacramento, California 95826.

#### **ARTICLE 56. INTEGRATION**

- A. **Oral Modifications Ineffective.** No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- B. **Contract Documents Represent Entire Contract.** The Contract Documents represent the entire agreement of the Town and Contractor.

#### **ARTICLE 57. ASSIGNMENT OF CONTRACT**

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the Town. Any assignment or change of Contractor's name of legal entity without the written consent of the Town shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

#### **ARTICLE 58. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY**

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the Town in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect Town's rights under the Contract, including but not limited to the bonds.

#### **ARTICLE 59. ASSIGNMENT OF ANTITRUST ACTIONS**

Pursuant to Public Contract Code section 7103.5, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the Town all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC, Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time the Town tenders final payment to the Contractor, without further acknowledgment by the parties.

#### **ARTICLE 60. PROHIBITED INTERESTS**

No Town official or representative who is authorized in such capacity and on behalf of the Town to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

## **ARTICLE 61. CONTROLLING LAW**

Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

## **ARTICLE 62. JURISDICTION; VENUE**

Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of San Mateo County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

## **ARTICLE 63. LAWS AND REGULATIONS**

- A. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, it shall bear all costs arising therefrom.
- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

## **ARTICLE 64. PATENTS**

Contractor shall hold and save the Town, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this contract.

## **ARTICLE 65. OWNERSHIP OF CONTRACT DOCUMENTS**

All Contract Documents furnished by the Town are Town property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the Town on request at completion of the Work.

## **ARTICLE 66. NOTICE OF TAXABLE POSSESSORY INTEREST**

In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

## **ARTICLE 67. SURVIVAL OF OBLIGATIONS**

All representations, indemnifications, warranties, and guarantees made in, required by, or given

in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

## **END OF GENERAL CONDITIONS**

## 00 73 13 – SPECIAL CONDITIONS

### 1.1 Engineer of Record.

- A. For purposes of this Project, the Engineer of Record or Engineer shall be: **David Bishop.**

### 1.2 Location of the Project.

- A. The Project is located on Mission Road, Town of Colma.
- B. The general location of the Project is shown **on the plans of Mission Road Project CIP No. 903.**

### 1.3 Shared Cost Savings for Reductions in Contract Price; Value Engineering. Should the cost of construction be less than the agreed upon Contract Price, then the savings shall be shared between the Contractor and the Town. The Contractor shall receive twenty-five percent (25%) of any reductions realized in the Contract Price, and the Town shall receive the remaining seventy-five percent (75%) of the savings.

### 1.4 Status of the Project Area and Rights-of-Way.

- A. Town, at its expense, will provide all rights-of-way or permits, or both, covering the crossing of private property and public and private rights-of-way necessary for the permanent Work; provided, however, Contractor shall, at its expense, obtain any bonds or insurance policies or pay any fees and enter into any agreements required by a controlling authority, e.g., Caltrans or Union Pacific Railroad Company, before Contractor enters upon any property or right-of-way under the jurisdiction of any such controlling authority for the purpose of performing Work.
- B. Town has acquired or is negotiating to acquire any rights-of-way, or both, necessary for the permanent Work.
- C. If such permits are required, all operations of Contractor shall conform to the restrictions, regulations, and requirements set forth in said permits, copies of which will be included in the Contract Documents.
- D. Contractor may be required, as a condition for receiving final payment, to obtain, and provide Town's Representative with copies of, executed damage releases from the owners of public and private property whose property has been damaged by the Work. The damage releases will be on a form provided by Town.
- E. Contractor shall, also, as a condition for receiving final payment, obtain, and provide Town's Representative with copies of, executed damage releases from the owners of certain public and private property or areas which have been crossed by the Work or otherwise affected by the Work. The damage releases will be on a form provided by Town.

1.5 Site Data.

A. The data provided herein is for the information of Contractor and is subject to all limitations and conditions set forth in the Contract Documents.

B. Subsurface Exploration Data. The following data are included in the Project Manual:

1. The Town's own potholing work revealed a section depth for asphalt demolition areas, of 2 – 3 inches of Asphaltic Concrete, and 5 – 6 inches of Aggregate Base Rock.

C. Other Site Data. The following data are available for inspection at Town's office:

1. Horticultural Soil Lab Analysis, by Waypoint Analytical, dated May 2022.

Copies of these reports, drawings and other materials may be examined at Town's office during regular business hours.

1.6 Pre-Purchased or Pre-Negotiated Material.

[NOT USED.]

1.7 Designation of Town's Representative.

A. Unless otherwise modified by Town, Town's Representative shall be \_\_\_\_\_.

1.8 Modification of Hours of Work.

[NOT USED.]

OR

\*\*\*INSERT PERMISSIBLE HOURS OF WORK IF NOT 7:00 a.m. and 3:30 p.m. M – F. CONSIDER ANY NOISE RESTRICTIONS FOR BLASTING OR CRUSHING AND ANY TRAFFIC RESTRICTIONS FOR ROAD CLOSURES\*\*\*]

1.9 Project Retention

In accordance with Public Contract Code § 7201, Town will withhold 5% of each progress payment as retention on the Project.

1.10 Reverse Liquidated Damages Due to Unreasonable Town Delay.

A. In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the Work due solely to the fault of the Town, where such delay is unreasonable under the circumstances and not contemplated by the parties and such delay is not the result of Additional Work. The Contractor and Town agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of **\$500 [Five Hundred Dollars]** per Day of delay in excess of the time

specified for the Completion of the Work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

1.11 Liquidated Damages Due to Contractor Delay.

- A. Time is of the essence. Should Contractor fail to complete all or any part of the Work within the time specified in the Contract Documents, Town will suffer damage, the amount of which is difficult, if not impossible, to ascertain and, pursuant to the authority of Government Code section 53069.85, Town shall therefore be entitled to **\$1000 [One Thousand Dollars]** per Day as liquidated damages for each Day or part thereof that actual completion extends beyond the time specified.
- B. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent Town, in case of Contractor's default, from terminating the Contractor.

1.12 Utility Outages – Notices to Residents.

- A. Should Contractor's operations require interruption of any utility service, Contractor shall notify Town at least ten (10) Days prior to the scheduled outage. Contractor will notify all impacted residents on a form provided by Town at least seven (7) Days prior to the scheduled outage.
- B. Contractor shall be responsible for providing, at its cost, any temporary utility or facilities necessitated by the utility outage.

1.13 Schedule Constraints.

- A. It is anticipated that the Contractor will be unable to perform portions of the demolition, trenching, and irrigation connection work during portions of the day along Mission Road and at the Cemetery's main entrance area, because of cemetery business operations and funeral procession services. Dates of these events cannot be determined
- B. Town has considered these Schedule Constraints when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Constraints.

1.14 Noise Restrictions

- A. Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA.

- B. Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements.
- C. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

1.15 Safety Programs.

- A. In addition to all other safety requirements of the Contract Documents, Contractor must comply with provisions of General Industry Safety Orders, Section 5194, Title 8 California Code of Regulations at all times during the completion of the Work. The Contractor shall submit to the Public Work Director a Material Safety Data Sheet or a letter from the manufacturer or supplier stating that a MSDS is not required for each hazardous substance proposed to be used, ten days prior to the delivery of such material to the job site or use of such material at a manufacturing plant where the Public Works Director is to perform the inspection.
- B. Town has considered these Safety Programs when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Programs.]

1.16 Coordination with Other Contractors.

NOT USED.

OR

- A. In addition to the Contract requirements relating to other work at the Site, Town anticipates that other contractors will be performing work within the Site. Specifically:  
  
Utility Companies for utility box, valve covers, utility vaults and other utility adjustments or services, including but limited to PG&E, AT&T, CalWater, Comcast, NSMCSD Sanitation District, and others.
- B. Town has considered these other contractors when determining the Contract Times and no additional time or compensation will be added to the Contract due to these other contractors.

**END OF SPECIAL CONDITIONS**

## **01 00 00 – GENERAL REQUIREMENTS**

### **PART 1 -- GENERAL**

#### **1.1 DESCRIPTION**

- A. To be added

#### **1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE**

### **PART 2 -- PRODUCTS (NOT USED)**

### **PART 3 -- EXECUTION**

#### **3.1 LAYOUT OF WORK AND QUANTITY SURVEYS**

- A. General. The Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work, and all necessary surveys to compute quantities of Work performed.

Town and/or the Engineer of Record has established primary control to be used by the Contractor for establishing lines and grades required for the Work.

Primary control consists of benchmarks and horizontal control points in the vicinity of the Work. A listing and identification of the primary control is provided on the Drawings. Before beginning any layout work or construction activity, the Contractor shall check and verify primary control, and shall advise the Town Representative of any discrepancies.

- B. Quantity surveys. The Contractor shall perform such surveys and computations as are necessary to determine quantities of Work performed or placed during each progress payment period, and shall perform all surveys necessary for the Town Representative to determine final quantities of Work in place. The Town Representative will determine final quantities based upon the survey data provided by the Contractor, and the design lines and grades. If requested by the Town Representative, the Contractor shall provide an electronic copy of data used for quantity computations.

All surveys performed for measurement of final quantities of Work and material shall be subject to approval of Town's Representative. Unless waived by Town's Representative in each specific case, quantity surveys made by the Contractor shall be made in the presence of Town's Representative.

- C. Surveying

- 1. Accuracy. Degree of accuracy shall be an order high enough to satisfy tolerances specified for the Work and the following:

- (a) Right-of-way and alignment of tangents and curves shall be within 0.1 foot.
  - (b) Structure points shall be set within 0.01 foot, except where operational function of the special features or installation of metalwork and equipment require closer tolerances. When formwork has been placed and is ready for concrete, the Contractor shall check the formwork for conformance with the drawings and to ensure that the forms are sufficiently within the tolerance limits for the completed work.
  - (c) Cross-section points shall be located within 0.1 foot, horizontally and vertically.
  - (d) Aerial Mapping shall meet National Mapping Standards for 2-foot contour intervals.
- D. Records. Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded on electronic data collectors or in standard field books and must be of sufficient quality to enable the Contractor to prepare accurate record drawings as required by the Contract Documents.
- E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required for surveys for the layout of work and quantity surveys shall be included in the Schedule of Pay Items for items of work requiring the surveys. No additional compensation shall be made to the Contractor for this Work.

### 3.2 SCHEDULE

- A. Estimated Schedule. Within 14 Days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the Town shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.
- B. Schedule Contents. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The overall Project Schedule duration shall be within the Contract time.
- C. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the

Engineer monthly when requested to do so by Engineer. Contractor shall also submit schedules showing a three week detailed look-ahead at bi-weekly meetings conducted with the Town. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

### 3.3 TEMPORARY FIELD OFFICE

NOT USED.

OR

- A. Inspector's Field Office. Contractor shall be responsible for providing the inspector's field office. The office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock clasp. The office shall have heating and air conditioning and shall be equipped with a telephone, a telephone answering machine, high-speed internet connection, and a fax machine at Contractor's expense. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.
- B. Utility Services. Contractor, at its expense, shall arrange for, develop and maintain all utilities, including but not limited to water, electric power, sewage disposal and telephone communications, at the Site to meet the requirements of the Work.
- C. Sanitation. The Contractor shall provide sanitary facilities for all persons working on the project. These facilities shall be kept clean and shall not be unsightly or produce odors.

### 3.4 PROTECTION OF WORK AND PROPERTY

- A. All traffic detector loops, fences, walls, culverts, property line monuments, or other obstructions (except property line monuments within five (5) feet of the centerline of the mains) which are removed, damaged, or destroyed in the course of the Work, shall be replaced or repaired to the original condition. If Contractor provides the Town with reasonable notice of the need for such repair or replacement, it shall be performed by the Town. If the Contractor fails to provide the Town with reasonable notice, the repair or replacement shall be performed by and at the expense of the Contractor to the satisfaction of the Town, whether or not those obstructions have been shown on the Plans, unless otherwise stated herein. It is then the Contractor's responsibility to employ at its expense a Licensed Land Surveyor to restore all property line monuments located more than five (5) feet from the centerline of the mains, which are destroyed or obliterated. Property line monuments located within five (5) feet of the centerline of the mains will be replaced by the Town at no expense to the Contractor, provided the Town is notified at least 48 hours before the property line monuments are damaged.

- B. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- C. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:
  - 1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
  - 2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
  - 3. Deliver materials to the Project site over a route designated by the Engineer.
  - 4. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the Town shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
  - 5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
  - 6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the Town, at no cost to the Town.
  - 7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the Town.
  - 8. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
  - 9. At the completion of work each day, leave the Project site in a clean, safe condition.
  - 10. Comply with any stage construction and traffic control plans. Access to residences and businesses shall be maintained at all times, unless otherwise permitted in writing by the Town.
- D. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefore.

- E. Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The Town shall be entitled to inspect and copy any such documentation, video, or photographs.

### 3.5 SITE CONDITIONS SURVEYS

#### A. Work Included.

Contractor shall conduct thorough pre-construction and post-construction site condition surveys of the entire project area. Site Conditions surveys shall include written documentation of the conditions found, as well as photographs and video recordings of the area within at least 80 feet of any construction area and staging area. The written notes, photographs, and video shall be suitable for forensic purposes to resolve any damage claims that may arise as a result of construction.

#### B. Submittals.

1. Written documentation of site condition survey at pre-construction and post-construction.
2. Photographs as described herein of pre-construction and post-construction conditions.
3. Video recordings as described herein of pre-construction and post-construction conditions.
4. Submittals shall be made within three days of the surveys. All post-construction data shall be submitted prior to the final project inspection.

#### C. Site Condition Written Documentation.

Written documentation shall include the time, date, and conditions under which the site survey was made. The documentation shall note the condition of structures, pavement, sidewalks, utilities, fences, and etc. within the work areas.

#### D. Photographs.

1. General – Contractor shall take enough photographs during each site survey to provide a record of conditions existing prior to construction and conditions after construction. Pre-construction photographs shall be taken prior to any construction or mobilization of equipment, but not more than one week prior to actual start of work. The pre-construction photographs may be staged at different times to match the progression of the Work.
2. The photographs shall document existing damage to public and private facilities, both prior to and after construction. Conditions to be documented include, but are not limited to: sidewalk cracks, broken curbs, separated property walls, improvements within public right-of-ways, access roads used, utility covers and markings, signs, pavement striping, pavement, unique or unusual conditions,

adjacent driveways, landscaping, survey markers, and any feature directed by the Engineer. Private property that is adjacent to the public right-of-way shall be documented to the extent visible from the public right-of-way.

3. Photographs shall include items to indicate scale, as needed. In particular, scales or other items shall be laid next to close ups of structural cracks and other damaged areas being recorded. Scaling shall also be used to document elevation differences, as needed.
4. One set of color prints shall be submitted. Additional sets shall be available for reviewing in settling any construction disputes. A set of photos shall also be furnished in electronic format. The resolution shall be at least equal to 7 megapixels. All photos shall be documented as to time and date taken, photographer, project number, location, and orientation. Documentation shall include a brief description of objects photographed.

E. Video Recording.

1. Video recordings shall document the conditions of the entire area affected by construction, as well as nearby structures and facilities. The general documentation requirements for videos are the same as for photographs. Video recorders shall accurately and continuously record the time and date.
2. Video recordings shall include an audio portion made simultaneously during the videoing. The audio recording shall describe the location, time, orientation, and objects being recorded. Special commentary shall be provided for unusual conditions or damage noted.
3. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.
4. Video recordings shall provide an overall picture of the sites and shall provide detailed images of damaged areas. Video shall extend to the maximum height of structures.
5. The Engineer shall have the right to reject any audio video recordings submitted with unintelligible audio, uncontrolled pan or zoom, or of poor quality. Video recordings shall be repeated when rejected.
6. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information. Recordings shall be submitted on standard DVDs in a standard format.

F. Timing.

Contractor shall provide written notice of the time scheduled for the site conditions survey and the place it is to begin. Contractor shall obtain the Engineer's concurrence prior to beginning the condition survey. The Engineer reserves the right to cancel the survey due to weather conditions or other problems. Videoing shall be done during times of good visibility and no videoing or photography shall be done during periods of visible precipitation or when standing water obscures pavement.

Contractor shall provide the Engineer with an opportunity to have a representative present when taking the photos and provide guidance during photographing.

G. Site Surveyor.

The site condition surveyor(s) shall be experienced in construction and potential damage concerns. The site condition surveyor(s) shall be familiar with the photography and video equipment being used.

H. Field Quality Control.

Prior to submitting videos and photographs, the Contractor shall spot check the photos and videos in the field to insure they accurately reflect the actual conditions and to insure they are correctly labeled.

I. Soils Compaction Testing.

1. All soils compaction testing will be done by a licensed geotechnical engineer furnished by the Town. Soils compaction testing will be done for all footings and foundations prior to placement of rebar or concrete.
2. For pipeline construction, soil compaction testing will be done at 100-foot intervals at the bottom of the trench prior to placement of pipe bedding; at the top of the pipe bedding above the pipe; every two vertical feet of trench backfill; at the top of the trench backfill, which could be the bottom of the pavement section; and at the top of the aggregate base prior to pavement construction.

### 3.6 SUBMITTAL REQUIREMENTS FOR MANUALS AND RECORD DRAWINGS

A. General. The Contractor shall furnish all materials and perform all Work required for furnishing submittals to Town in accordance with Contract Documents.

B. Technical Manuals.

1. The Contractor shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by Town's operation and maintenance staff.
2. The Technical Manual shall be subdivided first by specification section number; second, by equipment item; and last, by "Category." "Categories" shall conform to the following (as applicable):

(a) Category 1 - Equipment Summary:

- (1) Summary: A summary table shall indicate the equipment name, equipment number, and process area in which the equipment is installed.

(b) Category 2 - Operational Procedures:

- (1) Procedures: Manufacturer-recommended procedures on the following shall be included in Part 2:
  - a. Installation
  - b. Adjustment
  - c. Startup
  - d. Location of controls, special tools, equipment required, or related instrumentation needed for operation
  - e. Operation procedures
  - f. Load changes
  - g. Calibration
  - h. Shutdown
  - i. Troubleshooting
  - j. Disassembly
  - k. Reassembly
  - l. Realignment
  - m. Testing to determine performance efficiency
  - n. Tabulation of proper settings for all pressure relief valves, low and high pressure switches, and other protection devices
  - o. List of all electrical relay settings including alarm and contact settings

(c) Category 3 - Preventive Maintenance Procedures:

- (1) Procedures: Preventive maintenance procedures shall include all manufacturer-recommended procedures to be performed on a periodic basis, both by removing and replacing the equipment or component, and by leaving the equipment in place.
- (2) Schedules: Recommended frequency of preventive maintenance procedures shall be included. Lubrication schedules, including lubricant SAE grade, type, and temperature ranges, shall be covered.

(d) Category 4 - Parts List:

- (1) Parts List: A complete parts list shall be furnished, including a generic description and manufacturer's identification number for each part. Addresses and telephone numbers of the nearest supplier and parts warehouse shall be included.

- (2) Drawings: Cross-sectional or exploded view drawings shall accompany the parts list.

(e) Category 5 - Wiring Diagrams:

- (1) Diagrams: Part 5 shall include complete internal and connection wiring diagrams for electrical equipment items.

(f) Category 6 - Shop Drawings:

- (1) Drawings: This part shall include approved shop or fabrication drawings, complete with dimensions.

(g) Category 7 - Safety:

- (1) Procedures: This part describes the safety precautions to be taken when operating and maintaining the equipment or working near it.

(h) Category 8 - Documentation:

- (1) All equipment warranties, affidavits, and certifications required by the Technical Specifications shall be placed in this part.

- 3. The Contractor shall furnish to Town six (6) identical Technical Manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.
- C. Spare Parts List - The Contractor shall furnish to Town six (6) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall include those spare parts which each manufacturer recommends be maintained by Town in inventory. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to assist Town in ordering. The Contractor shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring binder.
- D. Record Drawings

- 1. The Contractor shall maintain one record set of Drawings at the Site. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders shall be maintained up-to-date during

the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.

2. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations.
  3. Record drawings shall be accessible to Town's Representative at all times during the construction period. Failure on the Contractor's part to keep record drawings current could result in withholding partial payment.
  4. Upon Completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to Town's Representative. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to Town, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.
- E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Manuals and Record Drawings shall be included in Contractor's bid and distributed in the Schedule of Pay. No additional compensation shall be made to the Contractor for this Work.

### 3.7 MATERIALS

#### A. Materials to be Furnished by the Contractor

1. Inspection of Materials. Materials furnished by the Contractor which will become a part of the Project shall be subject to inspection at any one or more of the following locations, as determined by Town's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Contractor shall submit to Town's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.
2. No later than fourteen (14) Days prior to manufacture of material, Contractor shall inform Town's Representative, in writing, the date the material is to be manufactured.
3. Contractors Obligations. The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Contractor will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to Town's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to accommodate Town's testing efforts,

including any travel required by Contractor's forces, shall be included in Contractor's bid and distributed in the Schedule of Pay Items related to the materials requiring testing. No additional compensation shall be made to the Contractor for this Work.

### 3.8 LOCAL CONDITIONS AND REQUIREMENTS

#### A. Access to Work and Haul Routes

1. General. All work on the rights-of-way necessary for access to the Site shall be performed by the Contractor.
2. Access, Damage, Restoration. The Contractor shall make his own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, permit or bond requirements, and other limitations that affect or may affect transportation and ingress or egress at the Site. Claims for changes in Contract Price or Contract Times arising out of the unavailability of transportation facilities or limitations thereon shall not be considered by Town.
3. The Contractor shall maintain and repair any damage arising out of Contractor's operations to all roads used during construction of the Project, and upon completion of all Work, but prior to final acceptance, the roads shall be restored to their original condition. Prior to using any road for access to the Site, the Contractor shall conduct a photograph and/or video survey of the roadway with a copy submitted to Town's Representative.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

#### B. Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Engineer to perform in a safe and satisfactory manner the Work required by the contract.

#### C. Construction Water.

1. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.
2. All connections to the Town's water system used for the purposes of obtaining construction water shall utilize a temporary construction meter and backflow prevention device supplied by the Town. The Town-furnished backflow prevention device shall be tested immediately after installation and the construction meter and backflow prevention device shall not be placed into service until the backflow prevention device passes such tests. Backflow prevention device testing shall be performed in accordance with applicable standards, and test results shall be provided to the Engineer. If the temporary construction meter and backflow prevention device are moved to alternate

location(s) during construction, the backflow prevention device shall again be tested as described above immediately after re-installation.

3. For each temporary construction meter requested by the Contractor for the performance of work under this contract, an amount equivalent to the deposit requirement for temporary construction meters listed in the current approved version of the Town's Policies and Procedures Manual shall be withheld from the final contract payment until the temporary construction meters are returned.

#### D. Operation of Existing Water Facilities

1. The Contractor shall not operate any of the existing water systems, including pumps, motors, and hydrants, but shall contact the Town two (2) working days in advance with a list and location of the water system facilities that will require operating, opening, stopping, or closure by the Town.
2. At the option of the Engineer, the Contractor may be permitted to operate valves for the purpose of making connections to existing mains. The Town will perform all notification to existing customers regarding temporary loss of service.
3. Contractor shall submit a request on Town's standard form for any shut-down of existing water facilities.
4. [\*\*INSERT CONTRACTOR'S NOTICE (DOOR HANGERS) REQUIREMENTS, IF ANY\*\*].

#### E. Construction at Existing Utilities

1. General. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodations to maintain, all utilities.
2. Permission, Notice and Liability. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the Town Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify Town as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Traffic Control

1. General. Contractor shall abide by traffic control plans approved by the appropriate jurisdiction.
2. Protections. Roads subject to interference by the Work shall be kept open or suitable temporary passages through the Work shall be provided and maintained by the Contractor. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient flasher lights, flag persons, danger signals, and signs, and shall take all necessary precautions for the protection of the Work and the safety of the public. No construction work along public or private roads may proceed until the Contractor has proper barricades, flasher lights, flag persons, signals, and signs in place at the construction site.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

G. Cleaning Up

1. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Contractor shall also clean all asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment. The use of water, resulting in mud on streets, will not be permitted as substitute for sweeping or other methods. Dust control may require having a water truck onsite for the duration of the project, and/or use of temporary hoses and pipelines to convey water.
2. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, the Town may do so and the cost of such clean up shall be charged back to the Contractor.

3.9 ENVIRONMENTAL QUALITY PROTECTION

A. Environmental Conditions

NOT USED.

OR

1. Contractor must comply with all applicable environmental laws, Project conditions, and constraints, including, but not limited to:

[LIST ALL ENVIRONMENTAL DOCUMENTS AND PERMITS  
APPLICABLE TO THE PROJECT]

2. Town has considered these Environmental Conditions when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Conditions.

**B. Landscape and Vegetation Preservation**

1. General. The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work.
2. Damage and Restoration. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours.
3. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

**C. Protected Species**

1. General. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the Town Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to Town within 2 Days.
2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal.

If directed by the Town Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any Town directed changes to the Work as a result of a siting will be pursuant to the Contract Documents.

3. False Siting. Any costs or delays incurred by Town or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

D. Preservation of Historical and Archeological Resources

1. General. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor notify the Construction/Archeological Monitor and/or the Town Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the Construction/Archeological Monitor and/or Town within 2 Days.
2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource.

If directed by the Town Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the Town Representative and the Construction/Archeological Monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any Town directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents.

3. Contractor's Liability. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify Town pursuant to the Contract Documents.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

E. Dust and Pollution Control

1. Contractor shall provide all necessary material, equipment and labor to prevent and control the emission of dust and any other potential pollutant on site.

2. Contractor shall not discharge into the atmosphere from any source smoke, dust or other air contaminants in violation of the law, rules, and regulations of the governing agency.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Fugitive Dust

NOT USED.

OR

1. In addition to all other environmental and air quality requirements of the Contract Documents, Contractor must also comply with the most recent version of any rules implemented by the Air Quality Management District (AQMD) with jurisdiction over the Project in order to reduce the amount of particulate matter entrained in the ambient air as a result of the Project. All equipment shall be AQMD compliant and permitted, as needed.
2. Town has considered these other requirements when determining the Contract Times and no additional time or compensation will be added to the Contract due to these requirements.

G. Management of Storm, Surface and Other Waters

1. Storm water, surface water, groundwater, and nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the Town and its contractors to manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. Contractor acknowledges that it has investigated the risk arising from such waters in conjunction with the Project, and assumes any and all risks and liabilities arising therefrom.
2. The Contractor shall perform all construction operations in such a manner as to comply, and ensure all subcontractors to comply, with all applicable Federal, State, and local laws, orders, and regulations concerning the control and abatement of water pollution; and all terms and conditions of any applicable permits issued for the Project. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.
3. Contractor violations. If noncompliance should occur, the Contractor shall report this to the Town Representative immediately, with the specific information submitted in writing within 2 Days. Consistent violations of applicable Federal, State, or local laws, orders, regulations, or Water Quality Standards may result in Town stopping all site activity until compliance is ensured. The Contractor shall not be entitled to any change in Contract Price or Contract Times, claim for

damage, or additional compensation by reason of such a work stoppage. Corrective measures required to bring activities into compliance shall be at the Contractor's expense.

4. Compliance with Construction General Storm water Permit. Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.
  - (a) Contractor shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) for the Project site based on the appropriate Risk Level requirements, and draft and coordinate submittal of all Permit related documents with Town's Legally Responsible Person and/or Authorized Signatory as those terms are defined in the Permit. The Contractor shall submit the SWPPP to the Town Representative for review not less than fifteen (15) Days prior to the start of on- site construction work. Town will file the Notice of Intent and pay the filing fee.
  - (b) The SWPPP shall be developed by a Qualified SWPPP Developer and implemented by a Qualified SWPPP Practitioner as those terms are defined in the Permit and shall include industry standard requirements for water quality control including but not be limited to the following:
    - (1) Sediment and erosion control measures to manage sediment and erosion including vegetative practices, structural control, silt fences, straw dikes, sediment controls or operator controls as appropriate. Storm water management measures shall be instituted as required, including velocity dissipaters, and solid waste controls shall address controls for building materials and offsite tracking of sediment.
    - (2) Wastewater and storm water management controls to divert offsite surface flows around the Project site and to divert surface flows within the Project area away from areas of open earth or stockpiles of building and other materials. Wastewater from general construction activities, such as drain water collection, aggregate processing, concrete batching, drilling, grouting, or other construction operations, shall not enter flowing or dry watercourses without having met the authorized non-storm water discharge requirements listed in State Board Water Quality Order No. 2009-0009-DWQ, Section III.C., including proper notification to the Regional Water Board.
    - (3) Pollution prevention measures including methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials which include prevention measures to control silting and erosion, and which will intercept and settle any runoff of sediment-laden waters.
    - (4) Turbidity prevention measures for prevention of excess turbidity including, but are not restricted to, intercepting ditches, settling ponds, gravel filter entrapment dikes, flocculating processes, recirculation,

combinations thereof, or other approved methods that are not harmful to aquatic life. All such wastewaters discharged into surface waters, shall contain the least concentration of settleable material possible, and shall meet all conditions of section 402, the National Pollutant Discharge Elimination System (NPDES) permit.

- (5) Overall construction site management measures to address changes at the Project site as the Project moves through different phases and changes that account for rainy and dry season management practices.
  - (6) Pollution control measures and construction activity methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes, into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing, tailings, mineral salts, and thermal pollution.
  - (7) Control measures for stockpiled or deposited materials prohibiting the stockpile or deposit of excavated materials, or other construction materials, near or on stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can, in any way, encroach upon the watercourse.
  - (8) Develop and implement a Rain Event Action Plan (REAP), if required, that must be designed and implemented to protect all exposed portions of the site 48 hours prior to any likely precipitation event.
  - (9) Monitoring, reporting and record keeping, as necessary to achieve compliance with applicable Permit requirements, including but not limited to annual reports and rain event reports.
- (c) Before any Permit related documents, including the SWPPP, rain event reports, or annual reports may be submitted to the State Board or implemented on the Project site, they must first be reviewed and approved by Town.
  - (d) Town retains the right to procure and maintain coverage under the Permit for the Project site if the Contractor fails to draft a SWPPP or other Permit related document, or fails to proceed in a manner that is satisfactory to Town. Town reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Permit shall be Town's sole determination. In the event that Contractor has failed or is unable to maintain compliance with the Permit, any costs or fines incurred by Town in implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.
  - (e) Failure to implement the SWPPP or otherwise comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify Town as required by the Contract Documents for any noncompliance or alleged

noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of Town. Town may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

5. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, district, drainage district, flood control district, and other local agencies regarding discharges of storm water, surface water, groundwater or other nuisance waters off of the Project site.
6. Oil storage tanks management.
  - (a) Storage tank placement. All oil or other petroleum product (hereinafter referred to collectively as oil) storage tanks shall be placed at least 20 feet from streams, flowing or dry watercourses, lakes, wetlands, reservoirs, and any other water source.
  - (b) Storage area dikes. Storage areas shall be diked at least 12 inches high or graded and sloped to permit safe containment of leaks and spills equal to the capacity of all tanks and/or containers located within each area, plus a sufficient amount of freeboard to contain the 25-year rainstorm.
  - (c) Diked area barriers. Diked areas shall have an impermeable barrier at least 10 mils thick. Areas used for refueling operations shall have an impermeable liner at least 10 mils thick buried under 2 to 4 inches of soil.
  - (d) Spill Prevention Control and Countermeasure Plan (SPCC). Where the location of a construction site is such that oil from an accidental spillage could reasonably be expected to enter into or upon the navigable waters of the United States or adjoining shorelines, and the aggregate storage of oil at the site is over 1,320 gallons or a single container has a capacity in excess of 660 gallons, the Contractor shall prepare an SPCC Plan. The Contractor shall submit the SPCC Plan to the Engineer at least 30 days prior to delivery or storage of oil at the site. The Plan must have been reviewed and certified by a registered professional engineer in accordance with 40 C.F.R., part 112
7. Underground tank prohibition. The Contractor shall not use underground storage tanks.
8. Construction safety standards. The Contractor shall comply with the sanitation and potable water requirements of Section 7 of United States Bureau of Reclamation's publication "Reclamation Safety And Health Standards."
9. Other Permits.
  - (a) Other permits applicable to the Project are listed in the Special Conditions. The Contractor shall obtain all other necessary licenses and permits.

- (b) Monitoring. The Contractor is required to conduct monitoring in order to meet the requirements of the permits, which may include sampling, testing and inspections.
  - (c) Recordkeeping. The Contractor shall retain all records and data required by the permits for the time specified in the contract.
10. Cost. Except as specified herein, the cost of complying with this section shall be included in the Schedule of Pay Items for work which necessitate the water pollution prevention measures required by this paragraph.

**END OF GENERAL REQUIREMENTS**

**EXHIBIT "A"**  
**CHANGE ORDER FORM**

**Town of Colma**

*1198 El Camino Real  
Colma, CA 94014*

**Contract Change Order #**

**Project:**

**Change Order No.:**

**Orig. Contract Amt.:** \$                      Days

**Contract No.:**

**Contractor:**                                      **Prev. Appvd. Changes:** \$                      Days

**Owner:** Town of Colma                                      **This Change:** \$                      Days

**Revised Contract Amt.:** \$                      Days

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for a lump sum price agreed upon between the Contractor and Town of Colma, otherwise referred to as Owner.

Item No.	Description of Changes	Increase/ (Decrease) in Contract Amount	Contract Time Extension, Days
1			
2			
	<b>Totals</b>	<b>\$</b>	

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the Town of Colma.

Contract Change Order # \_\_\_\_\_ Page 1 of 2

The amount of the contract will be increased by the sum of \$\_\_\_\_\_ and the contract time shall be extended by working days. The undersigned Contractor approves the foregoing Change Order # as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order #. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Accepted:

\_\_\_\_\_  
(Signature) Contractor's Authorized Representative

\_\_\_\_\_  
Date

Recommended:

\_\_\_\_\_  
(Signature) **[\*\*INSERT NAME, TITLE\*\*]**

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
(Signature) **[\*\*INSERT NAME, TITLE\*\*]**

\_\_\_\_\_  
Date

Item No.	Justification for Change(s)
1	
2	

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the Town of Colma.

Contract Change Order #

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# TECHNICAL SPECIFICATIONS

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## SECTION 01 42 16

### DEFINITION OF BID ITEMS

#### PART 1 - GENERAL

The bid item descriptions listed in the Bid Schedule of the proposal are not intended to be exclusive and comprehensive descriptions of all the work categories and scope necessary to complete the project. As such, the Contractor shall determine, segregate and include in his pricing for each bid item the cost for furnishing and installing all labor, materials, tools, equipment and other incidentals necessary to complete all of the contract work involved in the project, as described by the Contract Documents, complete in place.

Unless otherwise noted, estimated quantities on the bid schedule are believed to be accurate, however, the Contractor should self-verify the quantities as it relates to ordering sufficient material and scheduling work. Actual field measured quantities, complete in place, not the quantities listed in the bid schedule, will govern final payment.

#### PART 2 - BID ITEM DESCRIPTIONS

##### A – Mobilization and Contract Processing Costs (Bid Item No. 1)

The contract price paid for Mobilization and Contract Processing shall include full compensation for performing the scope of work specified in Technical Specifications Section 01 71 13 "Mobilization."

Payment for complying with the provisions for "Mobilization and Contract Processing Costs" shall be paid by **lump sum** and paid on a percentage of completion of other items of work.

##### B – Diversion of Recyclable Waste Materials (Bid Item No. 2)

The contract price paid for Diversion of Recyclable Waste Materials shall include full compensation for performing the scope of work specified in Technical Specifications Section 01 74 19 Construction Nonhazardous Waste Management and Disposal.

Payment for complying with the provisions for Diversion of Recyclable Waste Materials shall be paid for on a **lump sum** basis.

##### C – Stormwater Pollution Prevention (Bid Item No. 3)

The contract price paid for Stormwater Pollution Prevention shall include full compensation for performing the scope of work as specified in Section 104, "Stormwater Pollution Prevention" of these Technical Specifications. The contract price shall include performing all the work necessary to prepare and implementing the Water Pollution Control Plan, and furnish, install and maintain all best management practices for the duration of the project in accordance with City and State standards, and as directed by the Engineer. This work shall include, but is not limited to: furnish, install and maintain temporary drainage inlet protection and fiber rolls, all cleaning activities, such as street sweeping, to prevent construction dust and debris from entering the storm drain system, disposal and removal of materials at the completion of the project.

Payment for complying with the provisions for “Stormwater Pollution Prevention” shall be paid on a **lump sum** basis, determined by percentage complete in the project (e.g. 10% of the work is completed, 10% of Stormwater Pollution Prevention will be paid) and no additional compensation shall be made.

#### **D – Utility Potholing (Bid Item No. 4)**

The contract price paid for Utility Potholing shall include full compensation for performing the scope of work specified in Technical Specifications Section 3.01 of Section 32 05 05 Site Demolition, “Potholing and Trenching”, including but not necessarily limited to potholing to verify the depth of existing utilities by hand digging or vacuum methods.

Payment for complying with the provisions for “Utility Potholing”, shall be measured and paid per **each** potholing location.

#### **E –Site Security, Safety, and Temporary Fencing (Bid Item No. 5)**

The contract price paid for Site Security, Safety, and Temporary Fencing shall include full compensation for performing the scope of work specified in Technical Specifications Section 01 56 26 “Site Security, Safety, and Temporary Fencing.”

Payment for complying with the provisions for “Site Security, Safety, and Temporary Fencing” shall be paid by **lump sum** and paid on a percentage of completion of other items of work.

#### **F – Pedestrian and Traffic Control (Bid Item No. 6)**

The contract price paid for Traffic Control shall include full compensation for performing the scope of work specified in Technical Specifications Section 01 55 26, “Traffic Control”, including all necessary submittals, implementation and maintenance of the approved traffic control plans for all work in construction zones throughout the duration of the project.

Payment for complying with the provisions for “Traffic Control” shall be paid by **lump sum** and paid on a percentage of completion of other items of work.

#### **G – Site Demolition & Disposal of Materials (Bid Item No 7)**

The contract price paid for Site Demolition shall include full compensation for performing the scope of work specified in Technical Specifications Section 02 41 13, “Site Demolition & Disposal of Material”.

Payment for complying with the provisions for “Site Demolition & Disposal of Material” shall be paid as follows:

“Remove Asphalt Paving” shall be measured and paid per **square foot** of asphaltic concrete removed.

“Remove Concrete Paving” shall be measured and paid per **square foot** of PCC concrete removed.

“Remove Curb & Gutter” shall be measured and paid per **linear foot** of concrete curb & gutter removed.

#### **H – Site Preparation, Clearing, Grubbing, Rototilling; Amending, Fertilizing, and Fine Grading (Bid Item No. 8)**

The contract price paid for Site Preparation etc. shall include compensation for soil preparation, clearing, grubbing, rototilling; amending, fertilizing, and fine grading, as shown on the Plan Drawings, and meeting the performance specified in Technical Specifications Sections 31 00 00 Earthwork, and 32 90 00 Planting.

Payment for complying with the provisions for Site Preparation etc. shall be measured and paid per **square foot** of scope area performed per specification.

#### **I – Import Soil (Bid Item No. 9)**

The contract price paid for Import Soil shall include compensation for performing the scope of work specified in Technical Specifications Section 32 90 00 Planting, Section 2.1 Import Soil.

Payment for complying with the provisions for “Import Soil” shall be measured and paid per **cubic yard** of import soil.

#### **J – Construction Staking (Bid Item No. 10)**

The contract price paid for Construction Staking shall include full compensation for performing the scope of work specified in Technical Specifications Section 01 71 23, “Construction Staking”, including all necessary submittals.

Payment for complying with the provisions for “Construction Staking” shall be paid by **lump sum** and paid on a percentage of completion of other items of work.

#### **K – Irrigation (Bid Item No 11)**

The contract price paid for Irrigation shall include the constructing of the irrigation system and shall include the furnishing of all labor, equipment and materials necessary for performance of the work scope as shown on the Plans and Specification 32 84 00,.

Payment for complying with the provisions for “Irrigation” shall be measured and paid for on a **lump sum** basis.

#### **L – Crushed Rock Paving (Bid Item No 12)**

The contract price paid for Crushed Rock Paving shall include full compensation for performing the scope of work specified in Technical Specifications Section 32 15 40 “Crushed Stone Pavement.”

Payment for complying with the provisions for “Crushed Stone Pavement.” shall be measured and paid per **square foot** of crushed stone pavement installed in place.

#### **M – Site Furnishings (Bid Item No 13)**

The contract price paid for Site Furnishings shall include the furnishing of all labor, equipment and materials necessary for performance of the work scope as shown on the Plans and Specification 32 33 00 “Site Furnishings.”

Payment for complying with the provisions for "Site Furnishings." shall be measured and paid for on a **lump sum** basis.

#### **N – Planting (Bid Item No 14)**

The contract price paid for Planting shall include the furnishing of all labor, equipment and materials necessary for planting of the specified plant species, and mulch layer as shown on the plans and specified in Specification Section 32 90 00 "Planting."

Payment for complying with the provisions for "Planting" shall be measured and paid for on a **lump sum** basis.

#### **O – Planting Maintenance (Bid Item No 15)**

The contract price paid for Planting Maintenance shall include the furnishing of all labor, equipment and materials necessary for maintenance of the planting as specified in Specification Section 32 90 00 "Planting," Section 3.6 Maintenance.

Payment for complying with the provisions for "Planting" shall be measured and paid for on a **lump sum** basis.

#### **P – COVID 19 – LCP Safety Protocol (Bid Item No. 16)**

The contract price paid for COVID 19 – LCP Safety Protocol shall include full compensation for performing all restrictions and requirements at construction job sites for compliance with specifications described in Appendix B-2: Large Construction Project Safety Protocol ("LCP Protocol") of the revised Order No. c19-5c, except for section 2J, including all necessary submittals. The Town will be responsible for providing a COVID 19 Third-Party Jobsite Safety Accountability Supervisor (JSAS) for compliance with section 2J of the LCP Protocol (Appendix B-2).

Payment for complying with the provisions for "COVID 10 – LCP Protocol" shall be paid by **lump sum** and paid on a percentage of completion of other items of work.

**END OF SECTION 01 42 16**

## SECTION 01 55 26

### TRAFFIC CONTROL

#### **PART 1 - GENERAL**

##### 1.01 WORK INCLUDED

Work shall consist of providing for safe movement of vehicular, bicycle and pedestrian traffic, including persons with disabilities in accordance with the Americans with Disabilities Act (ADA), through and around construction operations. Traffic control requirements set forth herein are the minimum requirements imposed. The Contractor shall be solely responsible for providing all protective measures necessary.

Should the Contractor fail, in the opinion of the Engineer, to provide all the materials, work force and equipment necessary to maintain traffic around the work area as set forth herein, the Town, upon the recommendations of the Engineer, may take steps necessary to suspend the work. The Town may then upon such suspension, perform such work as may be necessary to maintain traffic, and charge all associated costs against the Contractor.

Work shall also consist of submitting to the Town for review comprehensive traffic control, construction (equipment) staging, and construction phasing plans prepared for each phase of construction.

##### 1.02 REFERENCES

The Contractor shall comply with the latest edition of the "Work Area Traffic Control Handbook" published by Building News Inc.; the "California Manual of Uniform Traffic Control Devices (CA MUTCD), Part 6, "Temporary Traffic Control", hereinafter referred to as the Traffic Control Manual; and the State Standard Plans and Specifications, California Department of Transportation, latest edition, for items related to traffic control within the work area.

##### 1.03 SUBMITTALS

###### A. TRAFFIC CONTROL PLAN

At least 15 working days prior to start of work, the Contractor shall submit a traffic control plan describing how traffic control will be achieved during the life of the project, prepared by a traffic engineer or registered civil engineer for approval prior to commencing work. The plans shall be in accordance with the Standard Plans and Specifications and the CA MUTCD on scaled drawings showing required signs, traffic control devices and flaggers for each situation anticipated to be encountered, i.e., intersections, mid-block, etc. both during working and non-working hours.

The traffic control plan shall provide a detailed approach for controlling traffic through the construction zone and for any proposed detours. The traffic control plan shall designate truck routes, where all vehicles exceeding 12,000 pounds gross weight hauling materials to or from the job site shall follow the established truck route streets to the closest point of the job site. The traffic control plan shall also be directed to the regulation and protection of pedestrian traffic including pedestrians, bicyclists, joggers, skaters, skateboarders, etc.

Once approved, the Contractor may modify the Traffic Control Plan only with permission from the Engineer.

## B. CONSTRUCTION (EQUIPMENT) STAGING / FACILITIES

Staging of equipment shall be proposed and secured by the Contractor and approved by the Director of Public Works. Contractor shall not occupy Town-owned property outside of the right-of-way as shown on the plans, unless approved in writing by the Director of Public Works.

At least 15 working days prior to start of work, the Contractor shall submit a construction (equipment) staging plan for approval prior to commencing work.

## C. CONSTRUCTION PHASING PLAN

At least 15 working days prior to start of work, the Contractor shall submit a construction staging plan for approval prior to commencing work. The plans shall be in accordance with the Standard Plans and Specifications and the CA MUTCD on scaled drawings showing required signs, traffic control devices and flaggers for each situation anticipated to be encountered during working and non-working hours.

***The staging plan shall address the need to accommodate varying size funeral processions through the construction zone for entrance to Holy Cross Cemetery, as required.***

The construction staging plan shall provide a detailed approach for controlling traffic through the construction zone for each stage or portion of the work. It shall show traffic control devices and signage necessary for phased construction or modifications to existing lane configurations.

Once approved, the Contractor may modify the Construction Staging Plan only with permission from the Engineer.

## PART 2 – MATERIAL AND EQUIPMENT

### 2.01 TRAFFIC CONTROL DEVICES

Traffic control devices shall conform to the CA MUTCD. Temporary warning signs in the construction area shall have a black legend and border on an orange background. The color of other signs shall follow the standard for all highway signs.

Cones and delineators shall consist of cylindrical or cone shaped plastic devices, 18 inches to 48 inches in height. Cones or delineators shall have a flexible base of suitable weight, which will ensure stability.

Barricades shall be Type I, Type II or Type III as set forth in the Standard Plans and Specifications, and the CA MUTCD. Barricades used during hours of darkness shall be equipped with flashers.

## PART 3 – EXECUTION

### 3.01 PLACEMENT, MAINTENANCE AND REMOVAL OF TRAFFIC CONTROL DEVICES

Proper traffic movement through the work area depends upon the driver controlling and directing his/her vehicle properly under unexpected situations. The Contractor shall advise the public of such conditions through the use of signs, flaggers, pavement markings, barricades, lights, cones and delineators.

Whenever construction operations obstruct the flow of vehicular or pedestrian traffic or present a hazard to vehicles or pedestrians in the vicinity of construction operations, the Contractor shall take appropriate action to warn, detour, protect and separate drivers and pedestrians from the work area and to direct them to alternate routes.

No one standard sequence of signs or control devices will suit all conditions, which may result from construction operations. Even for the same work the conditions may vary from hour to hour, requiring adjustment and revision of the traffic control program in effect. It is the Contractor's responsibility to adjust his /her traffic control based on the location and situation of the street.

No work may begin at any location until traffic control devices have been placed and if required, adjusted and revised.

The Contractor shall furnish, install, maintain and remove at his expense all barricades, signs, lights, or other devices in sufficient quantities necessary to adequately warn of any obstructions to the vehicular or pedestrian travel way. Flaggers shall be provided as necessary for the safety of pedestrians and vehicular traffic and to provide access to properties adjacent to the work.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions of Section 7-1.04, "Public Safety", of the State Standard Specifications. If any component in the traffic control system is displaced or ceases to operate or function as intended, the Contractor shall immediately repair or replace the component and restore it to its original location.

At the end of each workday, the Contractor shall remove all components of the traffic control system, except portable delineators placed along a pavement elevation differential, or as required by the Engineer.

Construction area signs shall be furnished, installed and maintained by the Contractor. The term "Construction Area Signs" shall also include temporary object markers and portable delineators required for the direction of public traffic through or around the work area during construction. After construction area signs are no longer required, they shall be removed.

### 3.02 COORDINATION WITH OTHERS

It is the responsibility of the Contractor to install and coordinate the traffic control plan with other contractors and utility companies working on adjacent roadways to avoid delays and conflicts to other projects (if any) and this project.

### 3.03 LIMITATION ON WORKING HOURS

Contractor shall only implement traffic control and restrictions within the area that is estimated to be completed that day before 4:00 P.M, unless otherwise indicated or authorized by the Engineer. If night work is necessary, Contractor shall submit a request in writing to the Engineer a least two weeks in advance. Written request must highlight closest intersections that need to be on flashing red, start and end time of flashing red and dates. Notify the residents and businesses at least 48 hours prior to any construction during night time if approved by the Engineer. No extra pay or premium pay will be allowed for night work.

#### 3.04 ACCESS TO PRIVATE PROPERTY

When construction work occurs within the Town's right-of-way, provisions shall be made for the safe passage of vehicular and pedestrian traffic around the work area at all times.

***Access to private residences and Holy Cross Cemetery shall be maintained at all times. When private driveways and entrances must be blocked for the completion of work, contractor shall make every effort to minimize the time it takes to complete such work, and shall notify the occupants/business owners and the Town of the required access closures in accordance with Section 7-1.03 of the State Standard Specifications.***

Before obstructing any private driveway entrance on public streets with equipment or other barriers, for any prolonged period, the Contractor shall notify the occupants of the property to allow for the removal of vehicles in accordance with the Section 3.10, "Parking Restrictions".

Contractor shall provide and maintain pedestrian access to and from the property with blocked access. During non-working hours, no driveway, house or parking lot shall be denied access to a public roadway.

#### 3.05 ROAD CLOSURES AND DETOURS

***The contractor is required to keep one lane open in each direction of travel, at all times during construction. The Contractor will be required to show how this requirement will be adhered to and implemented in the Construction Phasing and Traffic Control Plans required under Section 12-4 "Maintaining Traffic" of the State Standard Specifications.***

Street closures will not be permitted except under very special circumstances, and not without written approval of the Engineer.

The Contractor shall establish and maintain detours and conduct his construction operations in such a manner so as to minimize the hazard, inconvenience and disruption to the public. The Contractor shall direct and detour traffic through, around and adjacent to construction operations, as specified herein or in accordance with approved traffic control plans.

#### 3.06 EMERGENCY VEHICLE ACCESS THROUGH DETOURS

During all detours the Contractor shall provide for the movement of emergency vehicles through the work area. When temporary traffic control is provided by flaggers, they shall be instructed to give immediate passage to emergency vehicles that have activated their lights or sirens.

#### 3.07 FLAGGERS

The Contractor shall employ flaggers as required for each specific detour and at all locations on the construction site where barricades and warning signs cannot control the movement of traffic. Where flaggers are required, they shall be logically placed in relation to the equipment or operation so as to give adequate warning and shall be placed in accordance with the Contract Documents, the CA MUTCD, and the approved Traffic Control Plan.

Flaggers shall utilize high-visibility, reflective safety apparel and hand-paddle signs at all times. Provide flaggers with two-way radios for communication when necessary. Red flags shall only be used for traffic control in emergency situations.

The Contractor shall pay fully the cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic.

### 3.08 NOTICE TO AGENCIES

The Contractor shall be responsible for keeping all affected agencies, businesses and residents informed of restrictions or limitations to either public or private roads caused by his operations, including but not limited to the Town Police and Fire Departments, US Postal Service, Transit Services and Garbage Companies.

Contractor shall obtain Encroachment Permits from Caltrans and City of South San Francisco prior to commencing any construction activities.

### 3.09 TRAFFIC CONTROL DURING NON-WORKING DAYS AND HOURS

The full width on the traveled way shall be open for public use on non-working days and hours, which are to be defined as Saturdays, Sundays, designated City holidays, after 3:00 p.m. on Fridays, the day preceding designated legal holidays, and when construction operations are not actively in progress.

The Contractor shall not be permitted to maintain any lane or road closure during non-working days and hours without first obtaining written approval of the Engineer. As necessary, the Contractor shall restore travel lanes to their original alignment and configuration by means of backfilling and placing temporary pavement or bridging with steel plates.

The fact that rain or other causes may force suspension or delay of the work shall not relieve the Contractor of his responsibility for maintaining traffic around the project and providing access as specified herein. The Contractor shall at all times keep on the job such materials and equipment as may be necessary to keep streets and driveways within the project area open to traffic and in good repair.

The work site shall be cleaned each day, to the satisfaction of the Engineer, in order to remove all traffic hazards. Daily traffic control shall continue to remain in place until cleanup activities have been satisfactorily completed and all of the Contractor's equipment has been removed from the traveled way.

### 3.10 PARKING RESTRICTIONS

Contractor shall furnish and distribute written notices to area residents and businesses in accordance with Section 7-1.03 "Public Convenience" of the State Standard Specifications and Section 12.09 of Town Standard Specifications.

The Contractor shall furnish and install "No Parking, Tow-Away" signs on the front and back of Type II barricade at least 72-hours prior to starting construction work in that area. Barricades shall be placed at distances along the roadway of no greater than 100-feet.

Should the construction work not occur on the specified day, new "No Parking – Tow Away" signs shall be posted by the Contractor indicating a revised date. The Contractor may schedule work for the following working day, however, the "No Parking, Tow-Away" signs must be dated and re-posted 72-hours in advance for the restriction to be enforceable.

#### **PART 4 – MEASUREMENT AND PAYMENT**

Included in Section 100 of these Technical Specifications.

**END OF SECTION 01 55 26**

**SECTION 01 56 26**  
**SITE SECURITY, SAFETY, AND TEMPORARY FENCING**

**PART 1 GENERAL**

**1.1 SUBMITTALS**

- A. See Section Submittal Procedures.
- B. Site Security
- C. Safety Program

**1.2 PROTECTION**

- A. Continuously maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries, or damage.
- B. Properly protect the Work:
  - 1. With guardrails, temporary covers, and barricades.
  - 2. Enclose excavations with proper barricades.
  - 3. Brace and secure all parts of the Work against storm and accident.
  - 4. Provide such additional forms of protection that may be necessary under existing circumstances.
- C. Provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Be responsible for the protection in excess of such minimum requirements as required.

**1.3 SITE SECURITY**

- A. As part of the Work included within the Contract Price, Contractor shall take and be fully responsible for all reasonably required measures to protect and maintain the security of persons, existing facilities and property at the Site, including without limitation preventing theft, loss, vandalism, graffiti, and improper concealment of personal property of the City and all persons lawfully present on the Site, and including times where workers are not present on the Site. Contractor's measures shall include, at a minimum, installing a temporary chain-link fence with locking gate surrounding the Site if so instructed by the Engineer.

- B. No claim shall be made against City by reason of any act of an employee or trespasser, and Contractor shall repair all damage to City's property resulting from Contractor's failure to provide adequate security measures.
- C. Contractor shall maintain a lock on the Construction access gate at all times, if so instructed by the Engineer.
- D. Contractor shall supply additional security fencing, barricades, and other security measures as required to protect and control the Site, if so instructed by the Engineer.

#### **1.4 SAFETY REQUIREMENTS**

- A. Standards: Maintain the Project in accordance with state and local safety and insurance standards.
- B. Provide accident information on the forms provided by Contractor. This information shall be provided on the same day as the occurrence of said incident.

#### **1.5 SITE SAFETY OFFICER**

- A. Designate one of Contractor's staff as "Site Safety Officer" whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state, and local standards. Submit for review by City Contractor's intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, demolition program, and environmental safety and health plan. After review by City, the implementation and enforcement of these plans shall become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Contractor through the Site Safety Officer for written concurrence by City.
- B. City's risk management representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

### **PART 4 MEASUREMENT AND PAYMENT**

Included in Section 100 of these Technical Specifications.

**END OF SECTION 01 56 26**

## **SECTION 01 71 13**

### **MOBILIZATION**

#### **PART 1 - GENERAL**

##### **1.01 WORK INCLUDED**

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, and for all other work and operations which must be performed or for costs incurred prior to beginning work and in the course of work on various contract items at the project site.

The Contractor is advised that there may be insufficient area within the construction zone to provide parking, staging for material and storage of equipment.

#### **PART 2 – MATERIAL AND EQUIPMENT**

(None)

#### **PART 3 – EXECUTION**

(None)

#### **PART 4 – MEASUREMENT AND PAYMENT**

Included in Section 100 of these Technical Specifications.

**END OF SECTION 01 71 13**

## **SECTION 01 71 23**

### **CONSTRUCTION STAKING**

#### **PART 1 - GENERAL**

##### **1.01 WORK INCLUDED**

- A. Contractor shall furnish all surveying and construction staking required to complete the construction as shown on the plans. Contractor shall indicate the surveying activities within the required project schedules.
- B. Persons or firms retained by the Contractor for construction staking shall be experienced in performing the kind of staking to be done and shall be or work under the direct supervision of a person licensed to practice land surveying in the State of California.
- C. Stakes shall be installed at 100' intervals or less, unless otherwise permitted by the Engineer.
- D. All stakes shall be clearly marked and copies of cut sheets shall be provided to the Town at least two working days in advance of their planned use. This shall in no way relieve the Contractor of the responsibility for assuring final grades, alignments and locations of improvements that conform to the plans.
- E. All official survey monuments or benchmarks shall be carefully preserved. If a monument or benchmark is anticipated to be disturbed, the Contractor shall reference its location and elevation to at least four short ties (set iron pipes) and two copies of the field notes showing the ties shall be presented to the Engineer for review and approval prior to disruption. A surveyor registered in the State of California shall remark the monuments after construction is complete and file appropriate paperwork with the County Recorder's office.
- F. In cases of accidental damage or displacement of the monuments where, in the opinion of the Engineer, new concrete monuments are required, two copies of the field notes showing new locations, ties and elevations shall be furnished to the Engineer. New monuments shall be of a type and quality in accordance with the San Mateo County Standard Drawings and shall be placed in a manner consistent with good and recognized engineering and surveying practices in accordance with State of California regulations. Replacement of monuments disturbed by the Contractor shall be paid for at the Contractor's sole expense.
- G. Control points and additional horizontal control data (CAD files) will be provided to the Contractor after award of contract.

#### **PART 2 - MEASUREMENT AND PAYMENT**

Included in Section 100 of these Technical Specifications.

**END OF SECTION 01 71 23**

## **SECTION 01 57 23**

### **STORMWATER POLLUTION PREVENTION**

#### **PART 1 – GENERAL**

##### **1.01 WORK INCLUDED**

- A.** Prohibit illicit discharge (non-rainwater) into the storm drain system.
- B.** Construct any and all necessary systems to eliminate contaminants from entering the storm water system.
- C.** Clean up and control of work site materials, spoils and debris.
- D.** Removal of contaminants produced by the project.
- E.** The work shall include the provision of all labor, materials, equipment and apparatus not specifically mentioned herein or noted on the plans, but which are incidental and necessary to complete the work specified.

##### **1.02 APPLICABLE PUBLICATIONS**

- A.** National Pollution Discharge Elimination system (NPDES) Permit No. CAS612008 – latest version
- B.** California Storm Water Best Management Practice Handbooks:
  - 1. Municipal
  - 2. Industrial/Commercial
  - 3. Construction Activity
- C.** C.3 Stormwater Technical Guidance Ver 5.0, June 2016 or the latest version.
- D.** California State Water Resources Control Board, Construction General Permit CAS000002 Order No. 2010-0014 DWQ (for sites greater than one acre).
- E.** Section 13 “Water Pollution Control” of the State Standard Specifications.

##### **1.03 QUALITY ASSURANCE**

- A.** The Contractor shall designate an individual (to be approved by the Town) available at all times of sufficient authority to halt work and implement BMPs and source control measures for the Contractor and all sub-contractors, suppliers, and other personnel that may be at the construction site(s), to prevent non-stormwater discharges from the construction site(s). This individual shall be the contact person for all matters of the project regarding non-stormwater discharges.
- B.** All work performed under this contract and all contractors and their associates and/or employees are required to comply with all applicable storm water regulations and to implement Best Management Practices (BMP's) at all times.
- C.** All employees and subcontractors shall be trained on the storm water pollution prevention requirements contained in these specifications. Training records shall be submitted to the Town along with requests for progress payment.
- D.** A supply of spill clean-up materials such as rags or absorbents shall be kept readily accessible on-site.

##### **1.04 ALLOWABLE DISCHARGES**

- A.** Under current NPDES regulations, the following discharges to the storm drainage system are permitted, as long as the discharges are not significant pollutants:
  - 1. Diverted stream flows, springs and natural drainage courses;

2. Rising flood waters;
3. Air conditioning condensation; and
4. Landscape irrigation.

- B. Groundwater from dewatering and foundation drains will need additional certification that the groundwater has been tested or evaluated for the presence of pollutants subject to non-stormwater discharge regulations. In such a case, a Special Sewer Discharge Permit shall be required for the water to be discharged to the Sanitary Sewer System, as directed.

## **1.05 SUBMITTALS**

- A. The Contractor shall develop and implement a Water Pollution Control Plan (WPCP) which shall contain at a minimum the items included in this section. The WPCP shall show the locations of all storm drains, storm drain pipes, points of entry (catch basins, inlets, outlets), and other features through which stormwater flows. The WPCP shall include a protocol for allowing drainage to flow properly during rainfall events while still preventing non-stormwater discharges from entering the storm drains, creeks, and Bay. Work shall not begin without the Engineer completing its review and finding no exceptions taken on the WPCP and finding at Engineer's sole discretion that the WPCP meets the intent and goals of the project.
- B. The WPCP shall include descriptions and sketches of all BMPs, show locations and describe protocols for implementing and maintaining the following BMPs for but not limited to material storage, dewatering operations, bypass pumping, saw-cutting operations, pavement operations, concrete operations, grading and excavation operations, spill prevention and control, vehicle and equipment cleaning, vehicle and equipment operation and maintenance, litter control, dust control, pavement cleaning, and construction waste management.
- C. The WPCP shall be updated to meet changing stages of the construction site(s).

## **1.06 PENALTIES**

The Contractor is responsible for penalties assessed or levied on the Contractor or the Town as a result of his failure to comply with the provisions in this section including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State, and local regulations and requirements as set forth therein. Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the Contractor or the County, including those levied under the Federal Clean Water Act and the State Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

## **PART 2 – PRODUCTS**

- A. Materials used shall be in conformance with Caltrans's Construction Site Best Management Practices (BMPs) Manual, latest edition, or the CASQA Construction BMP Handbook, latest edition.
- B. A supply of spill clean-up materials such as drip pans, rags, or absorbents shall be kept readily accessible on-site.

## **PART 3 – EXECUTION**

### **3.01 RECYCLING**

- A. At the end of each working day, all scrap, debris and waste material shall be collected and materials disposed of properly.
- B. Dry, empty paint cans/buckets, old brushes, rollers, rags and drop cloths shall be disposed of in approved waste collection.

- C. Dumpsters shall be inspected for leaks. As leaks are detected, the trash hauling contractor shall be contacted to replace or repair dumpsters that leak.
- D. Water from cleaning dumpsters shall not be discharged on-site.
- E. Regular waste collection shall be arranged for before dumpsters overflow.

### **3.02 HAZARDOUS MATERIAL/WASTE MANAGEMENT/MATERIALS MANAGEMENT**

- A. Designated areas of the project site shall be proposed by the contractor for approval by the Engineer suitable for material delivery, storage and waste collection as far from catch basins, gutters, drainage courses and creeks as possible.
- B. All hazardous materials such as pesticides, paints, thinners, solvents and fuels; and all hazardous wastes such as waste oil and antifreeze shall be labeled and stored in accordance with State and Federal regulations.
- C. All hazardous materials and all hazardous wastes shall be stored in accordance with secondary containment regulations, and it is recommended that these materials and wastes be covered as needed, to avoid potential management of collected rain water as a hazardous waste.
- D. The contractor shall dispose of all excess thinners, solvents, chemicals, oil-based and water-based paint as hazardous waste.
- E. Regular hazardous waste collection shall be arranged for to comply with time limits on the storage of hazardous wastes.
- F. Granular materials shall be stored a minimum of ten feet from the closest catch basin and curb return. The contractor shall not allow these granular materials to enter the storm drain or creek.
- G. Warning signs shall be posted in areas containing or treated with chemicals.
- H. An accurate up-to-date inventory, including Material Safety Data Sheets (MSDS) of hazardous wastes stored on site shall be kept and available to assist emergency response personnel in the event of a hazardous materials incident.
- I. Maintenance and fueling of vehicles and equipment shall be performed in a designated, bermed area, or over a drip pan that will not allow run-off of spills. Vehicles and equipment shall be regularly checked and have leaks repaired promptly. Secondary containment, shall be used to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed or poured.

### **3.03 CHEMICAL USAGE**

- A. When rain is forecast within 24 hours, or during wet weather, the Engineer may prevent the contractor from applying chemicals in outside areas.
- B. Pesticides or fertilizers shall not be over-applied and material manufacturer's instructions shall be followed regarding uses, protective equipment, ventilation, flammability and mixing of chemicals. Over-application of a pesticide constitutes a "label violation" subject to an enforcement action by the San Mateo County Agriculture Commissioner.

### **3.04 DUST CONTROL**

- A. Use means necessary to control dust on and near the work, and on and near off-site areas, if such dust is caused by the Contractor's operations during performance of the Work, or if resulting from the condition in which the Contractor leaves the site.

- B. Thoroughly moisten surfaces as required to prevent dust being a nuisance to the public, neighbors, and personnel performing other work on the site.
- C. Use dust palliatives or reclaimed water (not potable water).
- D. Reclaimed water shall be used to control dust on a daily basis or as directed by the Engineer.
- E. At the end of each working day, or as directed by the engineer, the roadways and on-site paved areas shall be cleaned and swept of all materials attributed to or involved in the work. Streets shall not be washed down into a storm drain or creek in lieu of street sweeping. Water wash may be picked up by a vacuum unit in lieu of sweeping.

### **3.05 SAWCUTTING**

- A. The contractor shall cover or barricade catch basins using control measures such as filter fabric, straw bales, sand bags and fine earthen dams to keep slurry out of the storm drain system. The contractor shall ensure that the entire opening is sealed.
- B. Saw cutting debris and spoils be removed by shovel, absorption, vacuum or pick up of waste prior to moving to the next location or at the end of each working day, whichever is sooner.

### **3.06 DEWATERING OPERATIONS**

- A. Water shall be routed through a control measure as determined and approved by the Engineer such as a sediment trap, sediment basin or Baker tank to remove settleable solids prior to discharge to the storm drain system. Filtration of the water following the control measure may be required on a case-by-case basis.
- B. The filtered water shall be reused for other purposes such as dust control or irrigation to the extent possible.
- C. If the project is within an area of known groundwater contamination, the water from dewatering operations shall be tested prior to discharge. If the water meets the Regional Water Quality Control Board standards, it may be discharged into the storm drain. Otherwise, the water shall be treated and hauled off-site for proper disposal.

### **3.07 CONCRETE GROUT AND MORTAR WASTE MANAGEMENT**

- A. Concrete, grout and mortar shall be stored away from the drainage areas and ensure that these materials do not enter the storm drain system.
- B. Concrete trucks shall not be washed out into streets, gutters, storm drains, drainage channels or creeks.
- C. Concrete trucks and equipment shall be washed out off-site or in a designated area on-site where the water will flow onto dirt or into a temporary pit or bermed area. The water shall percolate into the soil and the hardened concrete placed in a waste container for disposal. If a suitable soil or bermed area is not available on-site, the wash water shall be collected and removed off-site and disposed of properly.
- D. Water created by the washing of exposed aggregate concrete finish shall be collected in a suitable dirt area or filtered through straw bales or equivalent material before entering the storm drain system. Sweepings from exposed aggregate finish shall be collected and disposed of in a waste container or removed off-site and disposed of properly.

### **3.08 PAVING OPERATIONS**

- A.** No paving while it is raining.
- B.** During wet weather store paving equipment indoors or cover with tarp or other waterproof covering.
- C.** Place drip pans or absorbent materials under paving equipment when not in use.
- D.** Catch basins and manholes shall be covered when paving or applying seal coat, tack coat, slurry seal or fog seal.
- E.** The Engineer may direct the contractor to protect drainage courses by using control measures such as earth dike, straw bale and sand bag to divert run-off or trap filter sediment.
- F.** Excess sand (placed as part of a sand seal or to absorb excess oil) shall not be swept or washed down into gutters, storm drains or creeks. The sand shall be collected and returned to the stockpile or disposed of in a trash container or hauled to an approved dump site. Water shall not be used to wash down fresh asphalt concrete.

### **3.09 PAINTING**

- A.** The cleaning of painting equipment and tools shall be performed in a designated area that will not enter the gutters, storm drains or creeks.
- B.** Excess paint shall be removed from brushes, rollers and equipment prior to cleanup.
- C.** Wash water from aqueous cleaning of water-based paint tools and equipment shall be disposed of in a sanitary sewer or onto a designated dirt area.
- D.** Paint thinners and solvents from oil-based paints shall be filtered and re-used when possible. Waste sludge, thinner and solvent from cleaning tools and equipment shall be disposed of as a hazardous waste.

### **3.10 SITE CLEANUP**

- A.** The cleaning of equipment of materials shall not be performed on-site or in the street using soaps, solvents, degreasers, steam cleaning or equivalent methods.
- B.** All cleanup must be performed in a designated area that will not allow the cleaning rinse to flow off-site or into streets, gutters, storm drains, or creeks.

## **PART 4 - MEASUREMENT AND PAYMENT**

Included in Section 100 of these Technical Specifications.

**END OF SECTION 01 57 23**

## **SECTION 01 74 19**

### **CONSTRUCTION NONHAZARDOUS WASTE MANAGEMENT AND DISPOSAL**

#### **PART 1 GENERAL**

##### **1.1 GENERAL**

A. Drawings and general provisions of the Contract, including Federal Acquisition Regulation (FAR), General Services Administration Acquisition Regulation (GSAR) contract clauses, Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### **1.2 SUMMARY**

A. Section includes administrative and procedural requirements for the following:

1. Salvaging nonhazardous construction and demolition waste
2. Recycling nonhazardous construction and demolition waste.
3. Disposing of nonhazardous construction and demolition waste.

B. Related Requirements:

1. Section "Site Demolition" for disposition of waste resulting from demolition of site improvements.

##### **1.3 DEFINITIONS**

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations i.e., dismantling of all structures and buildings and associated infrastructure.

C. Construction & Demolition (C&D) Waste includes, but not limited to, the following non-hazardous items:

1. Building components and structures (wall studs, insulation, doors, windows)
2. Materials such as concrete, asphalt, wood, metals, panels, trim, gypsum, wallboard, roofing, and land clearing debris
3. Carpet and other flooring materials
4. Adhesives, sealants, paints and coatings
5. Mechanical systems
6. Plumbing systems
7. Electrical systems

D. Disposal: removal of demolition and construction waste materials by means other than

reuse, recycling, or salvaging (e.g. landfill, incineration, waste-to-energy disposal)

- E. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- F. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- G. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.
- H. Diversion: Reuse, recycle, or salvage

#### **1.4 PERFORMANCE REQUIREMENT**

- A. General: Unless state or local regulations require a higher percentage, achieve end-of-project diversion rate of **50** percent by weight of total non-hazardous solid waste generated by the Work, unless additional rates are indicated. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. While GSA's minimum waste diversion requirement is **50** percent, achieving a higher diversion rate of **70** percent can also achieve LEED credits.

#### **1.5 ACTION SUBMITTALS**

- A. Waste Management Plan: Submit preliminary plan with offer documentation. Full Plan should be submitted at the completion of construction documents phase of the project, or within 14 days of date established for the Construction Notice-to-Proceed. Approval of the contractor's Plan does not relieve the contractor of responsibility for compliance with applicable environmental regulations. This plan must meet at least the following requirements:
  - 1. Establish a target diversion rate for all construction and demolition waste of at least 50% or higher (70% when attempting to gain LEED credits), by weight.
  - 2. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, PCBs, fluorescent lamps, or any hazardous substances, they are to be handled and removed in accordance with local, state, and federal laws and requirements concerning hazardous waste as well as any specific hazardous waste requirements stated in different sections. These materials and any other hazardous materials must be excluded from the construction waste stream calculations.
  - 3. Identify target waste diversion goal and list anticipated type and whether it will be salvaged, recycled, or disposed of in landfill. The diversion goal should be an estimated percentage of total diversion targeted for achievement by project completion. e.g. 5 tons diverted out of 10 total tons of C&D waste = 50% estimated total rate of diversion.
  - 4. Salvaged or Recycled Materials: For materials that will be sold, revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall

accrue to Contractor. GSA will not receive proceeds from the sale of salvaged materials. Contractor shall consider all revenue they will obtain from the sale of salvaged or recycled materials when developing price proposals

5. Delineate storage and collection methods of disposed materials and diverted materials, handling procedures, and means of keeping diverted materials free of contamination. The contractor must not use the site facility's dumpsters or trash receptacles for waste diversion.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Conversion Factors: The contractor must record and track the type and quantity by weight in tons of each material diverted or disposed on the Construction and Demolition Waste Management Report. When actual weights are not known, the contractor must use volume-to-weight conversion factors established by a reputable organization. Possible sources include Federal and State agencies such as these:
  1. California State CalRecycle Conversion factors  
at: <http://www.calrecycle.ca.gov/LGCentral/Library/DSG/ICandD.htm>
  2. "U.S. EPA WasteWise Update "The Measure of Success—Calculating Waste Reduction" at:  
<http://www.epa.gov/smm/wastewise/pubs/conversions.pdf>
  3. State Solid and Hazardous Waste Programs may have volume-to-weight conversion factors. Links to State programs are located at:  
<http://www.epa.gov/epawaste/wyl/stateprograms.htm>
- B. Construction and Demolition Waste Progress Report: Contractor shall submit monthly waste diversion progress reports. If monthly reports are infeasible, the contractor shall submit summary data at 50% and 100% completion. The format of this monthly report is up to the project team and general contractor. Include the following information:
  1. Material category
  2. Generation point of waste. (Building address)
  3. Total quantity of waste in tons.
  4. Quantity of waste salvaged, both estimated and actual in tons.
  5. Quantity of waste recycled, both estimated and actual in tons.
  6. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- C. If the contractor has more than one construction project occurring at the facility, the contractor can submit a C&D Waste Management Report that combines the results from this project and any other concurrent project at the facility. However, if the contractor is submitting a C&D Waste Management Report that combines 2 or more concurrent projects at the facility, the contractor must indicate the names of all projects being captured on the Report. It is important that the contractor not double count any waste being diverted or disposed on any C&D Waste Management Reports being submitted for the facility.
- D. Waste Hauler Receipts (deliverable): The contractor must deliver to GSA all waste hauler receipts for materials disposed or diverted on the contract. If the contractor has more than one construction project occurring at the facility, the contractor can submit waste hauler receipts that combine the waste from this project and any other concurrent project at the facility.
- E. Recycling and Processing Facility Records (deliverable): Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include

manifests, weight tickets, receipts, and invoices.

- F. Landfill and Incinerator Disposal Records (deliverable): Indicate receipt and acceptance of waste by landfills and incineration facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. Certificate of Reclamation/Recycling: The contractor must provide a certificate of reclamation/recycling with the final Construction and Demolition Waste Management Report. This certification must contain the information per state and local requirements.

## **1.7 QUALITY ASSURANCE**

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction, per federal, state and local requirements.
- B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 01. Review methods and procedures related to waste management including, but not limited to, the following:
  - 1. Review and discuss waste management plan roles and responsibilities.
  - 2. Review requirements for documenting quantities of each type of waste and its disposition.
  - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  - 4. Review procedures for periodic waste collection and transportation to recycling and/or disposal facilities.
  - 5. Review waste management requirements for each trade.

## **1.8. EXECUTION**

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
- C. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with tenant operations, roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- E. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
- F. Waste Management in Historic Zones or Areas: Hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings.

## **PART 2 – MATERIAL AND EQUIPMENT**

(None)

### **PART 3 – EXECUTION**

(None)

### **PART 4 – MEASUREMENT AND PAYMENT**

Included in Section 100 of these Technical Specifications.

**END OF SECTION 01 74 19**

## **SECTION 02 41 13**

### ***SITE DEMOLITION AND DISPOSAL OF MATERIAL***

#### **1.0 GENERAL**

##### **1.1 WORK SCOPE INCLUDED**

Provide all labor, tools, equipment and transportation necessary to perform demolition of existing improvements and plants noted for removal on the Drawings. This work shall include saw cutting, removal and disposal (or salvaging), and recycling as required of existing improvements noted on the project plans, including but not limited to existing concrete curb, gutter, concrete sidewalk, access ramps, and asphalt pavement.

##### **1.2 WORK SPECIFIED UNDER OTHER SECTIONS**

Consult all other Sections to determine the extent and character of the work specified elsewhere but related to that included in this Section. Work specified herein shall be properly coordinated with that specified.

##### **1.3 REFERENCES**

Section 21 "Clearing and Grubbing" of the Town's Standard Specifications, except that Section 21.02 shall not apply.

##### **1.4 PERFORMANCE**

- A. Perform demolition of existing improvements as noted on the Drawings.
- B. The Contractor shall confirm with the Landscape Architect precise areas and elements to be removed. All other improvements shall be considered to remain and shall be protected. If the Contractor inadvertently demolishes and/or removes any items to remain, they shall be repaired or replaced to "like-new" condition.

#### **2.0 PRODUCTS: N/A**

#### **3.0 EXECUTION**

##### **3.1 POTHOLING AND TRENCHING**

The Contractor shall pothole utilities to verify their location. Contractor shall be responsible for contacting utilities and coordinating work around other utilities. The Contractor shall be responsible for the immediate repair of any underground utilities or sewers damaged during excavation at no additional cost to the Town.

1. Clearly paint the location of all affected utility underground pipes, conduits and other utilities on the pavement or identify the location with suitable markers if not on pavement. In addition to the location of metallic pipes and conduits, non-metallic pipe, ducts and conduits shall also be similarly located using surface indicators and shall then be similarly marked.
2. Coordinate with the utility owner to have an inspector present during excavation, if required.
3. After the utility survey is completed, commence "potholing" to determine the actual location and elevation of all utilities where crossings, interferences, or connections to the new pipelines are shown on the Drawings, marked by the utility companies, or indicated by surface signs. Prior to the preparation of piping shop drawings, or the excavation for any new pipelines or structures, the Contractor shall locate and uncover these existing utilities including services and laterals to a point 1 foot below the utility. Submit a report identifying each underground utility and its depth and station. Any variation in the actual elevations and the indicated elevations shall be brought to the Engineer's attention.
4. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury to workmen or damage to electrical ducts or conduits. Similar precautions shall be exercised around gas lines, telephone and television cables.
5. Excavations for potholing shall be minimized. Air spades and vacuum excavators shall be used to limit the size of excavations and damage to adjacent facilities. Backfill after completing potholing. In existing streets, temporarily pave with 1 inch of cutback.

The Contractor is solely responsible for furnishing, placing, maintaining and, except as shown or specified otherwise, removing all bracing and shoring in accordance with applicable law, including local ordinances, applicable OSHA, CalOSHA, California Civil Code, and California Department of Industrial Safety Orders.

Trenches shall not be left open during non-working hours. Contractor shall install devices to secure the work area from the public at all times.

All piping in the ground shall have a minimum cover of 1'-6", except as otherwise shown on the Plans, and shall be laid in ditches dug true to grade and line, avoiding sharp breaks. Piping shall bear equally over its entire length at bottom of ditch. Rock or unstable material encountered at grade shall be replaced with bedding material to a depth of 6 inches below pipe.

### 3.2 PROJECT CONTROL

Care shall be taken by the Contractor to minimize, insofar as possible, noise, vibration, dust and other nuisance qualities during demolition work.

### 3.3 DISPOSAL AND REMOVAL

All removed items deemed to have any value by the Owner shall be delivered to a place of storage at the site as directed. All other items must be promptly disposed of off-site in a legal manner. No on-site stockpiling of items to be removed shall be permitted.

All demolished and/or surplus material from the project shall be disposed of daily in a legal manner. No demolished or surplus materials shall be stockpiled on private property unless

permitted by property owner in writing and approved by the Town. Burning of removed materials is not permitted.

### 3.4 PROTECTION AND SALVAGE

Contractor shall protect all remaining improvements. If the Contractor inadvertently demolishes and/or removes any items to remain, they shall be repaired or replaced to "like-new" condition at the Contractor's expense.

All items marked on the plans to be removed and salvaged, if deemed to have any value by the Owner, shall be delivered to a place of storage at a designated site as directed by the Engineer.

### 3.5 RECYCLING

Contractor shall conform to the recycling requirements set forth in Section 14-10 "Solid Waste Disposal and Recycling" of the State Standard Specifications.

### 3.6 PAVING

- A. In areas where existing asphalt or concrete paving is to be removed and replaced with new paving, existing aggregate base material may be reused if it conforms to standards outlined in the Drawings and Specifications regarding quality, depths and proposed grades.
- B. In all areas where asphalt or concrete paving is to be removed and replaced with new planting, remove all existing aggregate base, gravel, etc. Leave only native soil or existing clean fill.
- C. Sawcut the edge between paving or other materials to remain and those to be removed if the joint will be visible after completion of the project. If a saw cut falls within 3 feet of an existing joint line, the pavement or curb shall be removed to the joint or edge.

### 3.7 TREE AND SHRUB REMOVAL

- A. All trees, shrubbery, or other plants where so indicated in the Drawings or as directed by the Landscape Architect shall be removed. Contractor shall remove trees in advance of the construction of permanent improvements.
- B. Trunks of trees shall be removed to a depth of not less than 12 inches below natural or finish grade and the resulting cavity backfilled and compacted, using approved site material. Care shall be taken in removing trees to insure that damage is not done to adjacent improvements. Take care to protect and preserve those trees which are to remain on site. Large tree stumps shall be hauled away.

### 3.8 IRRIGATION ALTERATIONS/SALVAGE

In areas where irrigation is to be removed and reused, existing lines, heads, valves, controllers and other miscellaneous items may be reused if they conform to the standards outlined in the

Drawings and Specifications regarding quality and condition of those materials. Contractor shall replace at their cost any items broken which are to be reused.

### 3.9 ARCHAEOLOGICAL AND PALEONTOLOGICAL RESOURCES:

In the event that historic, archaeological, paleontological, or geologic resources are uncovered during grading, trenching or other excavation or demolition work, earthwork within 100 feet of the resource shall be stopped. The Town shall be notified immediately. The work shall be stopped until a Professional archaeologist who is certified by the Society of California Archaeology (SCA) and/or the Society of Professional Archaeology (SOPA) has evaluated the significance of the find and suggests appropriate mitigation measures, if they are deemed necessary. Appropriate action shall be taken to preserve the resource if possible. In the event that human remains are uncovered, excavation within 100 feet of the resource shall also be halted, the Town and the Coroner shall be notified, and appropriate action will be taken to identify the significance of the find and preserve significant resources if possible. The Contractor shall reschedule work activities and cooperate with the Town and individuals employed by the Town to preserve significant resources.

### 4.0 MEASUREMENT AND PAYMENT

Included in Section 100 of these Technical Specifications.

**END OF SECTION 02 41 13**

## **SECTION 31 00 00 EARTHWORK**

### **1.0 GENERAL**

#### **1.1 SCOPE**

Provide all labor, material, power, tools, transportation, services, and equipment necessary for demolition, tree removal, site preparation, and earthwork as shown on the Drawings and specified herein. This Section shall consist of all clearing, stripping, preparation of areas to be filled, over excavation and recompaction, fill placement and compaction, and all subsidiary work necessary to complete the grading of the developed areas to conform with the lines, grades and slopes as shown on the plans.

#### **1.2 WORK SPECIFIED UNDER OTHER SECTIONS**

Consult all other sections to determine the extent and character of the work specified elsewhere but related to that included in this section. Work specified herein shall be properly coordinated with that specified.

#### **1.3 INVESTIGATION OF SITE AND SOIL CONDITIONS**

Intending bidders are presumed to have visited the site and familiarized themselves with the existing conditions. The submitting of a bid shall be considered as acknowledgment on the part of the bidder of familiarity with conditions at the site.

#### **1.4 PROTECTION**

Contractor shall provide necessary safeguards and shall exercise caution against injury or defacement of any existing site improvement and planting. Contractor shall be responsible for any damage resulting from his operations and shall repair or replace such damage at their own expense. No trucks or vehicles of any kind shall be allowed to pass over sidewalks, curbs, etc. unless adequate protection is provided.

#### **1.5 DEFINITIONS**

- A. Standard Specifications: Where referred to in these specifications, "Standard Specifications" shall mean the State of California Caltrans Standard Specifications, latest edition. All work shall be carried out in conformance with the Standard Specifications unless otherwise specified herein.
- B. Percent Compaction: As referred to in these Specifications, percent compaction is the required in-place dry density of the material, expressed as a percentage of the maximum dry density of the same material determined by the ASTM test method, D1557-78(C).
- C. Optimum Moisture Content: As referred to in these Specifications, optimum moisture content is the moisture content, percent (by dry weight), corresponding to the

maximum dry density of the same material as determined by the ASTM test method D1557-78(C).

- D. Select Fill Areas: Where used in these Specifications, select fill areas shall mean:
  - 1. within building areas and for a distance of at least 5' beyond the outside edges of perimeter footing;
  - 2. within exterior concrete slab areas and for a distance of 3' beyond their edges.
- E. Soil Subgrade: Where used in these Specifications soil subgrade shall mean:
  - 1. within concrete slab-on-grade floor areas, the surface on which slab base rock is placed;
  - 2. within exterior concrete slab areas, the surface on which concrete is placed;
  - 3. within asphalt paved areas, the surface on which aggregate base of subbase is placed.

## **2.0 PRODUCTS**

### **2.1 IMPORTED FILL**

Imported soil fill, if necessary, shall be non-toxic and free of foreign matter, perishable material, lumps and rocks larger than six inches in diameter.

### **2.2 ON-SITE MATERIALS**

In general, the on-site soils are suitable for use as select fill. Some of the on-site soils may contain perishable material that must be removed or the soils must be wasted (or may be used in landscaped areas).

## **3.0 EXECUTION**

### **3.1 EARTHWORK INSPECTIONS**

All excavations must be inspected and approved by the Owner's Representative prior to placement of fill. All fill materials shall be properly keyed into firm soil or bedrock materials as determined by the Owner's Representative.

### **3.2 COMPACTION**

The upper 6-inches of subgrade and all fill materials shall be compacted to a minimum of 90% of the maximum dry density as determined by the ASTM designated D-1557-92 test procedure. All fill materials shall be placed in level, uniform lifts which when compacted, shall not exceed 6-inches in thickness. Fill materials shall be moisture conditioned so they are placed within 3-percent of the optimum water content as determined by the same test. Each lift shall be thoroughly mixed during the spreading to obtain uniformity of moisture in each layer. The Contractor shall be responsible for providing moisture to meet this specification.

### **3.3 WEATHER LIMITATIONS**

No fill shall be placed, spread or compacted during unfavorable weather conditions. When work is interrupted by heavy rain, fill operations shall not be resumed until the Owner's Representative indicates that the moisture content and density of the previously placed fill are as specified.

#### 3.4 SPILLAGE, DUST AND EROSION CONTROL

- A. Spillage: The Contractor shall prevent spillage when hauling on or adjacent to any public street or highway. In the event that such occurs, the Contractor shall remove all spillage and sweep, wash or otherwise clean such streets or highways as required by local City and County authorities and/or the State of California.
- B. The Contractor shall take all precautions needed to prevent a dust nuisance to adjacent public or private properties and to prevent erosion and transportation of soil to downstream of adjacent properties due to their work under this contract. Any damage so caused shall be corrected or repaired by the Contractor at no cost to the Owner.
- C. Owner's Prerogative: In the event the Contractor fails to take such precautions or make such corrections or repairs promptly, the Owner may take such steps as they may deem necessary and deduct the cost of the same from the monies due to the Contractor. Any such action or lack of action on the part of the Owner in no way alters or relieves the Contractor of the responsibility for the proper protection of the work.

#### 4.0 MEASUREMENT AND PAYMENT

Included in Section 100 of these Technical Specifications.

**END OF SECTION 31 00 00**

**SECTION 32 15 40**  
**CRUSHED STONE PAVEMENT**

**1.0 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract including General and Supplementary Conditions and Division 1 Specification Sections apply to this Section.
- B. Related Specification Sections:
  - 1. Section 31 00 00 – Earthwork
  - 2. Section 32 05 16 – Aggregate Base

**1.2 SUMMARY**

Provide all labor and material necessary for the installation of crushed rock pavements as shown on the drawings.

**1.3 SUBMITTALS:**

- A. Products:
  - 1. A one (1) pound bag of decomposed granite.
  - 2. One (1) xeroxable copy of manufacturer's descriptive literature for soil cement.
- B. Procedure:
  - 1. Submit one (1) xeroxable copy of the above written information and a one (1) pound sack of decomposed granite to the Engineer ten (10) work days after Notice to Proceed and prior to performing any work.

**1.4 QUALITY ASSURANCE:**

- A. Codes and standards:
  - 1. Perform and provide the work of Crushed Rock Pavement in compliance with all applicable local, state and federal codes, laws and regulations.
  - 2. Percent Compaction: As referred to in these Specifications, percent compaction is the required in-place dry density of the material, expressed as a percentage of the maximum dry density of the same material determined by the ASTM test method, D1557-78(C).
  - 3. ASTM Test 1951 – Determination of Accessibility of Surface Systems Under and Around Play Equipment.
  - 4. ASTM C136-Sieve Analysis of Fine and Coarse Aggregates

5. ASTM D2419- Sand Equivalent Value of Soils and Fine Aggregates
6. Caltrans Standard Specifications for Public Works Construction

B. Supervision:

1. A person who is thoroughly familiar with the materials being installed and the methods for their installation will be present at the job site at all times during the execution of the work defined by this section.

C. Substitution of materials:

1. Substitution of materials will not be permitted unless authorized in writing by the Engineer. Suggested substitutions must be shown to be equal to the specified material. A written proposal will be considered for the use of the suggested material which includes a corresponding adjustment in contract price. The proposal will be submitted to the Engineer 35 work days after Notice to Proceed.

D. Work schedule:

1. The work will proceed as rapidly as possible. The Contractor will make every effort to coordinate the work of crushed rock pavement with the work of other trades before, during and after construction.

E. Stipulation: At no point shall surface fail to drain.

1.5 FIELD CONDITIONS

- A. Do not install crushed rock surfacing when sub-base is wet at saturated field capacity.
- B. Do not install materials during rainy conditions or below 40 degrees Fahrenheit.

**2.0 MATERIALS**

2.1 CLASS II AGGREGATE BASE:

- A. See Section 32 05 16 of these Specifications.

2.2 CRUSHED ROCK:

- A. Crushed rock is called Decomposed Granite (D.G.) on the drawings.
- B. Crushed rock materials may be from one of the following two choices, or as submitted by the Contractor and approved by the Engineer.
  1. California Gold Path Fines by Felton Quarry, 491 Fall Creek Drive, Felton, CA. 95018. (408) 335-3445.

<u>Sieve Size</u>	<u>Percent Passing</u>
#4	95-100
#30	30-50
#200	5-15

Sand equivalent 38 minimum  
Color: Tan or Buff

- 2, 1/4" x dust Gold Track Fines by Pilarcitos Quarry, Pilarcitos Creek Road at Highway 92, Half Moon Bay, CA (415) 726-5286. Color: Buff.

<u>Sieve Size</u>	<u>Percent Passing</u>
#4	95-100
#30	30-50
#200	10-20
Sand equivalent	38 minimum

### 2.3 WATER

Clean and potable, free of alkali, organic matter and other materials. Provided by the Contractor.

### 2.4 CRUSHED ROCK PAVEMENT BINDER

- A. The re pavement binder shall be a non-water soluble, high bonding strength emulsion such as "Soil Shield -LS" as manufactured by Soil-Loc, Inc., Scottsdale, Arizona 85255; or approved equal.

- 2.5 Permeable Aggregate Base Rock shall conform to the requirements of Class 2 Permeable Material per Caltrans Specifications Section 68-2.02F(3).

### 2.6 METAL HEADERS

- A. Metal headers for enclosure of crushed rock paving shall be 3/16-inch by 4-inch, black steel edging with stakes as manufactured by the Sure-Loc Edging, 494 E. 64th Street, Holland, MI 49423, 1 (800) 787-3562, info@surelocedging.com, or equal as submitted and approved by the Owner in writing.

## 3.0 EXECUTION

### 3.1 DELIVERY AND STORAGE

- A. Protect adjacent areas and improvements during delivery and storage.
- B. Protect all materials from damage caused by moisture, erosion and theft.
- C. Deliver materials in original containers with labels intact and exposed for inspection.

### 3.2 EXISTING SURFACE CONDITIONS:

- A. Examine areas to receive the work of this Section. Surfaces should be clean of extraneous material, smooth, sound, properly compacted, graded, constructed and of the correct moisture content to receive the surface layer of crushed rock.

- B. Metal headers shall have been installed and be complete at locations where shown on the drawings, curving as required, securely staked and braced to hold firmly to line and grade.
- C. Notify the Engineer of any defects which might affect the installation of crushed rock pavement. Arrange for repairs after the Engineer's review and before continuing work.

### 3.3 PLACING CRUSHED ROCK

- A. Place crushed rock over compacted sub-grade in areas where shown on the drawings.
- B. Place to avoid segregation of materials in maximum layers of 4 inches. Compact by wetting. Roll with a hand operated or power roller to a smooth uniform surface texture. Repeat filling compaction and rolling until surface pavement achieves grades shown on drawings.
- C. Review type and weight of roller with the Engineer before proceeding with the work.
- D. Avoid damaging headers during compaction and rolling. Damaged headers will be replaced immediately and at the Contractor's expense.
- E. Finish adjacent shoulders and slopes to required grade as shown on the drawings. Do not leave adjacent soil overly compacted. Leave adjacent soils clean of debris and excess crushed rock.
- F. Leave headers in place, making any adjustments needed to assure proper drainage of water over the headers and off the pavement.
- G. Final thickness of compacted work shall be as shown on the drawings with a maximum variable tolerance of 1/2 inch. Make measurements by means of test holes taken at random in the finished surface. Repair test holes after inspection.

### 3.4 CLEAN-UP

- A. Leave crushed rock pavements smooth and free of extraneous material
- B. Leave the work site clean and free of debris resulting from the work.

### 3.5 FIELD QUALITY CONTROL

- A. Owner may require testing of product and installation as follows:
  - 1. Compressive strength: Sample and test pavement for compressive strength.
  - 2. Stability and coefficient of friction.
  - 3. Where tests indicate noncompliance with specified standards, test results shall be reported in writing to Landscape Architect, binder manufacturer, and Contractor within 24 hours of testing.
- B. Contractor shall correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.
- C. Spot check slab flatness upon completion.

#### **PART 4 – MEASUREMENT AND PAYMENT**

Included in Section 100 of these Technical Specifications.

**END OF SECTION 32 15 40**

## **SECTION 32 33 00 SITE FURNISHING**

### **PART 4 --**

### **PART 5 --**

#### **1.0 GENERAL**

##### **1.1 DESCRIPTION**

Provide all labor, materials and equipment for the installation of site furnishings including playground equipment.

A. Related work specified elsewhere includes:

1. Section 31 00 00 - Earthwork
2. Section 32 13 13 - Site Concrete

##### **1.2 REFERENCES**

- A. Perform work in accordance with all applicable laws, codes and regulations required by the City.
- B. Manufacturer's Instructions: Where required in the Specifications that materials, products, processes, equipment or the like to be installed or applied in accordance with manufacturer's instructions, directions or specifications, or words to this effect, it shall be construed to mean that said application or installation shall be in strict accordance with printed instructions furnished by the manufacturer of the material for use under conditions similar to those at the job site.

##### **1.3 COORDINATION**

- A. Coordinate items of other trades. Contractor shall be responsible for the proper installation of all accessories embedded in concrete and for the provision of connections, holes, openings, etc., necessary to the execution of the work of the trades.

##### **1.4 SUBMITTALS**

Provide four copies each of shop drawings, performance specifications and manufacturer's installation instructions for benches, trash receptacles, Aluminum DogiPot® Quick Pet Station and other site furnishings included in this Section.

Manufacturer's Guarantee. Contractor shall submit written guarantee of each piece of specified equipment to Town.

#### **2.0 PRODUCTS**

## 2.1 BENCH

Specified bench shall be DuMor® bench 51, 6-ft long with 2 supports for buried footing, with three (3) arm rests; or equal. Seat and back shall be made of Douglas fir.

## 2.2 TRASH CONTAINER

DuMor® Trash Receptacle 70, 32-gal, or equal. Douglas Fir, Black cap.

## 2.3 Aluminum Dogi-Pot® Quick Pet Station, Forest green, or equal.

# 3.0 EXECUTION

## 3.1 REVIEW AND APPROVAL OF FINAL LOCATION AND POSITION OF FURNISHINGS

It is the duty of the Contractor or his subcontractors to coordinate all aspects of the installation of site furnishings with other construction elements and trades. The Landscape Architect shall be notified of the exact and final location of any equipment and shall have the right to make minor adjustments in location and position prior to installation. It is the duty of the Contractor to inform the Landscape Architect of the proposed locations in order to permit site review prior to any actual installation of equipment or foundations or utility connections. If equipment is installed without the prior notification of the Landscape Architect, the Contractor shall be liable, at the discretion of the Landscape Architect, for relocation of the equipment.

## 3.2 INSTALLATION

- A. Install manufactured items in accordance with the manufacturer's instruction and as shown in the drawings and as specified herein.
- B. Perform all work in accordance with all applicable laws, codes and regulations required by State of California and the Owner.
- C. Set all work true and square, plumb and level. Remove and replace any wood that splits during or after erection until acceptance. Keep nailing neatly lined up.
- D. Place washer under the head and nut of all bolts where same bear on wood, except head of carriage bolt. Drill bolt holes same diameter as bolt.
- E. Size bolts to fit flush with nuts. Countersink nuts and bolts as detailed. Vandal-proof bolts as directed by City's Representative.
- F. Hammers with scored faces shall not be used in nailing.
- G. The end of pressure preservative treated posts set in concrete or earth shall be uncut.
- H. Securely fasten and/or anchor all equipment with bolts, angles, plates, flanges, concrete footings and/or other items required for proper and complete installation

and/or erection of the units.

- I. Concrete for footings. Trowel finish top of footings to drain.
- J. Supply all miscellaneous metal units and install as specified. Hot-dip galvanize all metal fastenings, angles, etc., after complete fabrication.
- L. Place sand and Wood fiber to depth indicated on drawings.
- M. Set all benches, trash containers, etc., level as recommended by manufacturer.
- N. Transport, store and handle precast units and manufactured items in a manner to avoid hairline cracks, staining or other damage. Store units free of the ground and protected from mud or rain splashes. Cover units, secure covers firmly, and protect the units from dust, dirt or other staining material.
- O. Install wood fiber, sand and perforated drainage as shown and as accepted by Town's Representative.

#### **4.0 MEASUREMENT AND PAYMENT**

Included in Section 100 of these Technical Specifications.

**END OF SECTION 32 33 00**

## **SECTION 32 84 00 IRRIGATION**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes: All labor, materials, supplies, tools and transportation to perform all operations in connection with and reasonably incidental to the complete installation of the automatic sprinkler irrigation systems as shown on the Drawings.
- B. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### **1.2 RELATED SECTIONS:**

- A. Final Acceptance for Work of this Section is contingent on completion of Work of Section 32 90 00.
- B. Division 32 – Exterior Improvements: Irrigation sleeving under paving.

#### **1.3 REFERENCES**

- A. ASTM – American Society for Testing and Materials
  - 1. A53 – Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
  - 2. D1785 – Standard Specification for Poly Vinyl Chloride (PVC) Plastic Pipe, Schedules 40 and 80 and Classes 200 and 315.
- B. ICC – International Code Council
- C. UPC – Uniform Plumbing Code

#### **1.4 QUALITY ASSURANCE**

- A. OSHA Compliance:
  - 1. All articles and services covered by this Specification shall meet or exceed the safety standards established under the Federal Occupational Safety and Health Act of 1970, together with all amendments in effect as of the date of this Specification.
  - 2. The subcontractor shall erect and maintain barricades, guards, warning signs, and lights as necessary or required by OSHA regulations for the protection of the public or workmen.
- B. Regulatory requirements: In addition to complying with all pertinent codes and regulations, comply with the latest rules of NEC and the Electrical Safety Orders of the State of California, Division of Industrial Safety, for all electrical work and materials. The materials and methods to be used in constructing the irrigation system shall conform to the applicable provisions of the UPC.
- C. When the Specifications call for materials or construction of a better quality or larger size

than required by the above-mentioned rules and regulations, the provision of the Specifications shall take precedence over the requirements of the said rules and regulations.

- D. The subcontractor shall furnish without any extra charge any additional material and labor when required by the compliance with these rules and regulations, though the work be not mentioned in these particular Specifications or shown on the Drawings.
- E. Any existing buildings, equipment, piping, pipe covering sewers, sidewalks, landscaping, etc., damaged by the subcontractor during the course of his work shall be replaced or repaired by the subcontractor in a manner satisfactory to the Owner's Agent and at subcontractor's own expense, and before the final payment is made. The subcontractor shall be responsible for damage caused by leaks in the piping systems being installed by him. He shall repair, at his own expense, all damage so caused, in a manner satisfactory to the Owner's Agent.
- F. The subcontractor, personally or through an authorized and competent representative, shall supervise the work constantly, and shall as far as possible keep the same foreman and workmen on the job from commencement to completion. The workmanship of the entire job must in every way be first class, and only experienced and competent workmen will be allowed on the job.
- G. The subcontractor shall pay for all permits, licenses, and fees required.
- H. Pre-construction conference: Contractor shall schedule and conduct a conference to review in detail quality control and construction requirements for equipment, materials, and systems used to perform the work. The conference shall be scheduled not less than 10 days prior to commencement of work. All parties required to be in attendance shall be notified no later than 7 days prior to date of conference.

## 1.5 SUBMITTALS

- A. Materials List: Within 15 days after award of contract and prior to installation, submit six copies of materials list. Include manufacturer, model number, and description of all materials and equipment. Include sealants, cements, lubricants and other proprietary items.
- B. Substitutions: Submit six copies of catalog information on materials which are to be submitted for substitution. No substitution will be permitted without prior written approval by the Architect. A complete material list shall be submitted prior to performing any work.
- C. Record Drawings:
  - 1. The subcontractor shall maintain in good order, in the field office, one complete set of bond prints of all irrigation drawings which form a part of the Contract, showing all water lines, sprinklers, valves, controllers and stub-outs. Any work not installed as indicated on the Drawings, shall be recorded and dimensioned accurately from the building walls on these prints. All as-built markups shall be indicated in red.
  - 2. All underground stub-outs for future connections and valves shall be located and dimensioned accurately from building walls on these record drawings.
  - 3. Upon completion of the work, obtain reproducible prints from Architect and neatly correct the prints to show the as-built conditions.

D. Controller Charts:

1. Record Drawings shall be accepted by Architect before controller charts are prepared.
2. Provide one controller chart for each controller supplied.
3. Charts shall be the maximum size that the controller door will allow, showing areas covered by each controller. Chart shall be an electrostatic copy and a different color shall be used to indicate area of coverage for each station. Enlarge valve sequence to be readable when drawing is reduced.
4. After being completed and accepted, seal by plastic laminating. Laminating sheets shall be a minimum of 10 mil thick.

E. Operations and maintenance manuals:

1. Deliver to owner at least 10 days prior to completion of construction, 2 complete sets of the following data. Data shall be on 8 1/2 inch by 11 inch sheets, in a 3-ring binder.
  - a. Index sheet stating Contractor's address and telephone number and list of equipment with name and addresses of local manufacturer's representatives.
  - b. Catalog and parts sheets on all material and equipment installed under this Section.
  - c. Complete operating and maintenance instructions for all equipment.
  - d. Complete and dated manufacturer's warranties for all materials used.
2. Irrigation Maintenance Schedule to include, but not be limited to, routine inspection, adjustment, and repair of the irrigation system and its components.
3. Irrigation audit report by an Irrigation Association certified irrigation auditor. Irrigation audit shall be performed by auditor for final inspection and report shall be provided by auditor.

1.6 LAYOUT OF WORK

- A. The irrigation contractor shall stake out the irrigation system as shown on the Drawings. Stakes shall be approved by Landscape Architect before construction is started. Any changes, deletions or additions shall be determined at this check.

1.7 INSTRUCTION

- A. After the system has been installed and approved, subcontractor shall instruct the Owner's representative in complete operation and maintenance of the irrigation system.

1.8 WARRANTY

- A. Provide 1 year guarantee for Work of this Section in accordance with Section 1700.
- B. Provide supplemental guarantee, on Contractor's letterhead:
1. Warrant that irrigation system has been installed according to Drawings and Specifications, and that system will be free of defects in products and installation for 1 year from Substantial Completion. Manufacturer's warranties shall only supplement special warranty.
  2. Agree to repair or replace defective Work, or adjacent work which is damaged by such defects, with the exception of ordinary wear and tear, abuse or neglect. This includes damage to site improvements caused by settlement of improperly compacted trench backfill.
  3. Owner reserves the right to make temporary repairs as required.

## PART 2 - PRODUCTS

### 2.1 PIPE AND FITTINGS

- A. Main lines (constant pressure) shall be 1120 Purple Schedule 40 polyvinyl chloride (PVC) solvent weld pipe, Type 1, and shall conform to ASTM D1785. Use Schedule 40 and Schedule 80 PVC solvent weld fittings.
- B. Lateral lines (non pressure) shall be 1120 Schedule 40 Purple polyvinyl chloride (PVC) plastic pipe Type 1, and shall conform to ASTM D1785. Use Schedule 40 PVC solvent weld fittings.
- C. Fittings:
  - 1. Solvent Weld socket fittings: Schedule 40, Type 1, Grade 1, PVC and shall conform to ASTM D2466. Schedule 80, Type 1, Grade 1 PVC and shall conform to ASTM D2467. Solvent cement and primer for PVC solvent-weld pipe and fittings shall be of type recommended by pipe manufacturer.
- D. Connections between main lines and remote control valves shall be of Schedule 80 PVC (threaded both ends) nipples and fittings.
- E. Risers shall be as follows: Schedule 80 PVC threaded nipples and Schedule 80 PVC ells as shown on the construction details.

### 2.2 QUICK COUPLING VALVES

- A. Quick Coupling valves shall be brass construction, 1-inch connection, two-piece body, locking purple vinyl top, single slot and lug. Provide one 1-inch single lug key and 3/4-inch hose swivel for every 5-6 quick couplers.
- B. Quick Coupling valves shall be restrained with ductile iron restrainers that attach securely to the base of the valve. Restrainers shall make contact with the hex flats of the valve and be secured by a single bolt.

### 2.3 GATE VALVES

- A. 2½ inch and smaller shall be lead-free bronze construction conforming to ASTM B584 Alloy C87850 with screw-in bonnet, non-rising stem, operating wheel and threaded connections.

### 2.4 BALL VALVES

- A. Ball valves shall be Schedule 80 PVC full port design. PVC ball valves to be installed upstream of each remote control valve.

### 2.5 REMOTE CONTROL VALVES

- A. Remote control valves shall be globe pattern constructed of heavy duty glass-filled nylon and stainless steel with internal and external bleed. Operating pressure shall be 10 to 150 psi and flow range shall be .1-180 gpm. All internal parts shall be removable from the top.

- B. Install DC latching solenoids on all valves for solar / battery powered controller.
- C. Each valve shall have a plastic tag denoting its controller and station number.

## 2.6 CONTROLLERS

- A. Controllers shall be as listed on the Drawings and shall have the following features:
  - 1. Solar/battery powered hybrid.
  - 2. Utilize either evapotranspiration or soil moisture data for irrigation scheduling.
  - 3. UL listed, solid state, capable of automatic or manual operation.
  - 4. Three (3) programs with four (4) start times.
  - 5. Seasonal adjustment.
- B. Controller enclosure shall be stainless steel and as listed on the Drawings.
- C. Controllers shall be grounded per manufacturer's instructions and ASIC grounding guidelines.

## 2.7 CONTROL WIRE

- A. Copper with UL approval for direct burial in ground, size #12-1 for common wire and size #14-1 for control wire. Common ground wire shall have white insulating jacket; control wire shall have insulating jacket of color other than white. Provide a separate ground wire for each controller.
- B. Splices shall be made with 3M DBR/Y-6 connectors.

## 2.8 VALVE BOXES

- A. High density polyethylene construction with UV inhibitors. Lid shall be black or tan in color and have stainless steel bolt-down mechanism. Boxes, lids, and bolts shall be from the same manufacturer. Plastic valve boxes shall be by Carson, NDS Pro Series, or equal.
- B. The lid shall be marked as follows:
  - 1. Remote Control Valves – "Irrigation Control Valve" or "ICV" with the station number in one inch (1") high white enamel or heat branded numbers and letters.
  - 2. All other valves - "Irrigation Control Valve" or "ICV".
- C. Valve box sizes are noted on drawing details.

## 2.9 BUBBLERS

- A. Bubblers shall be as listed on the Drawings and shall be pressure compensating.

## 2.10 DRIP SYSTEM

- A. Provide all components required for complete system:
  - 1. Wye Filter: Corrosion resistant plastic housing, 1inch FIPT/MIPT connections with removable stainless steel screen and integral flush valve with hose threads. Screen shall be 155 mesh.
  - 2. Pressure regulator: Constructed of thermoplastic with stainless steel compression

spring and securing screws. Pre-set to maintain constant outlet pressure of 40 psi.

## 2.11 SUBSURFACE IRRIGATION

- A. Dripline tubing and pressure compensating emitters shall be extruded from linear low-density polyethylene. Tubing shall have a minimum nominal diameter of ½ inch with a minimum wall thickness of 0.045. Protection from root intrusion shall be provided by means of impregnation of non-toxic pre-emergent in pipe during the manufacturing process.
- B. All accessories listed below shall be furnished by the same manufacturer as the dripline.
  - 1. Line Flushing Valves – the subsurface irrigation system shall utilize manual line flush valves at the end of each independent zone area. Manual valve shall be a PVC ball valve connected to polyethylene tubing.
  - 2. Air/Vacuum Relief Valve – each independent irrigation zone shall utilize an air/vacuum relief valve at its high point. The air and vacuum relief valve shall seal effectively from 2 to 10 psi.

## 2.12 RAIN SENSOR

- A. UV resistant, polymer housing with weatherproof switch mechanism and mounting bracket.
- B. Fully adjustable shutoff from 1/8 inch to 3/4 inch of accumulated rainfall with automatic return to normal watering cycle.

## 2.13 MISCELLANEOUS INSTALLATION MATERIALS

- A. Solvent cement and primer for solvent weld joints shall be of make and type approved by manufacturer(s) of pipe and fittings. Use only Weld-On 795 Cement for flexible PVC to rigid PVC connections. Cement shall be maintained at proper consistency throughout use. Assembly practice shall be in accordance with ASTM D2855. Active Standard Practice for the Two-Step (Primer and Solvent Cement) Method of Joining Poly (Vinyl Chloride ) (PVC) or Chlorinated Poly (Vinyl Chloride) (CPVC) Pipe and Piping Components with Tapered Sockets.
- B. Pipe joint compound shall be non-hardening, non-toxic materials designed specifically for use on threaded connections in water carrying pipe. Performance shall be same as Christy Ultra Seal Thread Sealant T10,000..
- C. Drain rock: 3/4 inch washed pea gravel.

## 2.14 MISCELLANEOUS EQUIPMENT

- A. Provide all equipment called for by the Drawings.
- B. Provide to the Owner, at completion of the Maintenance Period, three (3) each of all operating and servicing keys and wrenches required for complete maintenance and operation of all heads and valves. Include all wrenches necessary for complete disassembly of all heads and valves.
- C. Provide two (2) each of quick coupler keys and hose swivels and three (3) sets of keys to both controller cabinets and enclosures.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Schedule and coordinate placement of materials and equipment in a manner to effect the earliest completion of work in conformance with construction and progress schedule.
- B. Contractor shall field verify the static water pressure at the project site prior to commencing work or ordering irrigation materials. If contractor fails to verify static water pressure prior to commencing work, contractor shall assume responsibility for all costs required to make system operational.
- C. Examine areas and conditions under which work of this section is to be performed. Do not proceed with work until necessary conditions have been corrected.

### **3.2 HANDLING AND STORAGE**

- A. Protect work and materials from damage during construction and storage as directed by Architect.
- B. Handle plastic pipe carefully; especially protecting it from prolonged exposure to sunlight.
- C. Store sub-surface dripline and polyethylene tubing in cool dry place out of sunlight during installation.

### **3.3 LAYOUT**

- A. Layout work as accurately as possible in accordance with diagrammatic drawings.
- B. Where site conditions do not permit location of piping, valves and heads where shown, notify Architect immediately and determine relocation in a joint conference.
- C. Run pipelines and automatic control wiring in common trenches whenever practical.

### **3.4 EXCAVATING AND TRENCHING**

- A. Excavation shall be in all cases ample in size to permit the pipes to be laid at the elevations intended and to permit ample space for joining.
- B. Depth of trenches shall be enough to provide minimum cover from finish grade to top of pipe in trenches, as follows:
  - 1. 18 inch minimum cover over main lines to the control valves and quick coupling valves.
  - 2. 18 inch minimum cover over direct burial control wires from controller to valves.
  - 3. 12 inch minimum cover over the valve controlled lines to sprinkler heads.
  - 4. 24 inch minimum cover over sleeves.
- C. Restore surfaces, existing underground installations, etc., damaged or cut as a result of excavations, to original conditions in a manner approved by the Architect.

- D. Where other utilities interfere with irrigation trenching and pipe work, adjust the trench depth as instructed by Architect.

### 3.5 ASSEMBLING PIPELINES

- A. All pipes shall be assembled free from dirt and pipe scale. Field cut ends shall be reamed only to full pipe diameter with rough edges and burrs removed.
- B. Solvent Weld Joint:
  - 1. Prepare joint by first making sure the pipe end is square, then deburring the pipe end and cleaning the pipe and fitting of dirt.
  - 2. Dry-insert pipe into fitting to check for mis-sizing. Pipe should enter fitting 1/3 to 2/3 depth of socket.
  - 3. Coat the inside socket surface of the fitting and the external surface of the male end of the pipe with primer, immediately followed by solvent weld cement liberally applied to the male end of the pipe and lightly applied to the inside of the socket. Then, apply a second coat of cement to the pipe end.
  - 4. Insert pipe immediately into fitting and turn it 90° to distribute cement and remove air bubbles. The pipe must seat to the bottom of the socket and fitting. Check alignment of the fitting. Pipe and fitting shall be aligned properly without strain to either.
  - 5. Hold joint still for approximately thirty (30) seconds and then wipe the excess cement from the pipe and fitting.
  - 6. Cure joint a minimum of thirty (30) minutes before handling and at least six (6) hours before allowing water in the pipe.
- C. Threaded Joint:
  - 1. Field threading of plastic pipe or fittings is not permitted. Factory-formed threads only will be permitted.
  - 2. Factory-made nipples shall be used wherever possible. Field-cut threads in metallic pipe will be permitted only where absolutely necessary. When field threading, cut threads accurately on the axis with sharp dies.
  - 3. All threaded joints shall be made up with pipe joint compound. Apply compound to male threads only.
  - 4. Where assembling metallic pipe to metallic fitting or valve, no more than three (3) full threads shall show when joint is made up.
  - 5. Where assembling to threaded plastic fitting, take up joint no more than one full turn beyond hand tightening.
  - 6. Where assembling soft metal (brass or copper) or plastic pipe, use a strap type friction wrench only; do not use a metal-jawed wrench.
- D. Cap or plug openings as pipeline is assembled to prevent entrance of dirt or obstruction. Remove caps or plugs only when necessary to continue assembly.
- E. Where pipes or control wires pass through sleeves, provide a removable non-decaying plug at ends of sleeve to prevent entrance of earth.
- F. Install copper tracer wire on top of the entire mainline, taped every fifteen feet (15'). Stub tracer wire up at backflow and isolation valves.

### 3.6 REMOTE CONTROL VALVES

- A. Install where shown on Drawings and group together where practical. Limit one remote control valve per box with no exceptions.
- B. Locate valve boxes 12 inches from and perpendicular to walk edges, buildings and walls. Provide 12 inches between valve boxes where valves are grouped together.
- C. Thoroughly flush main line before installing the valve.
- D. Install in shrub or ground cover areas where possible.
- E. Label control line wire at each valve with a 2 1/4" x 2 3/4" polyurethane I.D. tag, indicating identification number of the valve (controller and station number). Attach a label to control wire.

### 3.7 QUICK COUPLING VALVES

- A. Install quick coupling valves on double swing-joint assemblies of Schedule 80 PVC risers and fittings.
- B. Thoroughly flush main line before installing the valve.
- C. Install 12 inch from hardscape areas.

### 3.8 VALVE BOXES

- A. Install one valve box for each type of valve unless otherwise noted.
- B. Install boxes 12 inches from walk or header and 12 inches apart. Short side of rectangular boxes shall be parallel to walk or header. Install 2 inches above finish grade in groundcover areas and flush with grade in lawn areas.
- C. Install common bricks as shown and as required to keep box stable. Install gravel sump after compaction of all trenches.

### 3.9 BUBBLERS

- A. Thoroughly flush lines before installing drip tubing or bubblers.
- B. Locate heads and bubblers as shown in the Drawings and Detail.

### 3.10 SUB-SURFACE IRRIGATION

- A. Install per manufacturer's instructions.
- B. Install dripline in a grid pattern 2 inch below finish grade.
- C. Install air/vacuum relief valve at the highest point of each circuit on a line that is perpendicular to the dripline rows (exhaust header or lateral connecting dripline.) Install in 6 inch round valve box.

- D. Install manual flush valve at a point farthest away from source or along exhaust header. Install in 6 inch round valve box.

### 3.11 AUTOMATIC CONTROL WIRING

- A. Run lines along mains where practical. Tie wires in bundles with pipe wrapping tape at 10' intervals and allow slack for contraction between strappings.
- B. Loop a minimum of three (3) feet of extra wire in each valve box; both control wire and ground wire.
- C. Connections shall be made as shown on plans.
- D. Splicing will be permitted only on runs exceeding 2500'. Locate all splices at valve locations within valve boxes.
- E. Where control lines pass under paving, they shall pass through Schedule 40 electrical PVC conduit.
- F. Common wire and control wires shall be tagged with 1/4" wide embossed plastic labeling tape, showing controller and station number designation.

### 3.12 AUTOMATIC CONTROLLER

- A. Provide and install automatic irrigation controller in approximate locations shown on Drawings. The exact location will be determined on the site by Architect.
- B. Connect control lines to controller in sequential arrangement according to assigned identification number of the valve. Each control line wire shall be labeled at controller with a permanent non-fading label indicating station number of the valve controlled. Attach label to control wire.
- C. Contractor is responsible for programming the controller. Provide optimum amounts of water for each plant type to maintain plants in vigorous healthy condition. Reprogram as required at end of maintenance period.

### 3.13 BACKFILLING

- A. Backfill only after piping has been tested, inspected and approved.
- B. Backfill material shall be the earth excavated from the trenches, free from rocks, concrete chunks, and other foreign or coarse materials.
- C. A stable and uniform bedding of at least 2" shall be provided for the pipe and any protruding features of its joints and/or fittings. The middle of the bedding, equal to 1/3 of the pipe outside diameter, may be loosely packed with the remainder compacted to a minimum of 90 percent standard proctor density. Pipe bedding material shall be Class II, clean, coarse grained materials, such as gravel, coarse sands and gravel/sand mixtures (1 ½ inches maximum in size.)
- D. All pipe under asphalt paving shall be backfilled with 4 inches of clean sand on all sides of

pipe.

- E. Place backfill materials in 6 inch layers and compact by jetting or tamping to a minimum compaction of 90 percent of original soil density.
- F. Dress off areas to finish grades and remove excess soil, rocks or debris remaining after backfill is completed.
- G. If settlement occurs along trenches, and adjustments in pipes, valves and sprinkler heads, soil, sod or paving are necessary to bring the system, soil, sod, or paving to the proper level or the permanent grade, subcontractor, as part of the work under this Contract, shall make all adjustments without extra cost to the Owner.

### 3.14 PIPE TESTS

- A. Notify Architect at least three (3) days in advance of testing.
- B. Perform testing at his own expense
- C. Center load piping with a small amount of backfill to prevent arching or slipping under pressure. No fitting or joint shall be covered.
- D. Do not connect remote control valves, quick couplers or any other valve assembly until testing is satisfactorily complete.
- E. Apply the following tests after weld plastic pipe joints have cured at least 24 hours.
  - 1. Test live (constant pressure) and quick coupling valve lines hydrostatically at 125 PSI minimum. Lines shall be filled with water and pressure gauge connected to the pipe line. After lines have reached the 125 PSI, (use hydraulic pump or other safe method – do not use an air compressor) cut off the source of pressure. Lines will be approved if test pressure (with an allowable drop of 2 PSI) is maintained for two (2) hours. Should leaks develop during the test period, they shall be located and repaired and retested in the same method. The subcontractor shall make tests and repairs as necessary until test conditions are met.
  - 2. Test remote control valve controlled lines with water at line pressure and visually inspect for leaks. Retest after correcting defects.
- F. Remake faulty joints with new materials. Do not use cement or caulking to seal leaks.

### 3.15 SYSTEM ADJUSTMENT

- A. Drip System Check
  - 1. Immediately after installation, flush lateral line piping by removing automatic flush valve, figure 8 fitting, or by opening the shut-off flush valve.
  - 2. Clean filter screens. Open filter flush valve for at least 10 seconds. Clean or replace clogged elements
  - 3. Adjust pressure regulator to system design pressure.
  - 4. Verify that emitters are producing specified water output. If not, replace emitters, check filter element, check pressure at emitters, and review system for clogs and leaks. Correct deficiencies.

- B. Bubbler Check
  - 1. Perform coverage test in the presence of Architect to establish that coverage of all planting areas is complete and adequate.
  - 2. Correct deficiencies and repeat test until approved.

#### 3.16 GUARANTEE

- A. It shall be the responsibility of subcontractor to fill and repair all depressions and replace all necessary lawn and planting due to the settlement of irrigation trenches for one year following completion and acceptance of the job.
- B. The subcontractor shall also guarantee all materials, equipment and workmanship furnished by him to be free of all defects of workmanship and materials, and shall agree to replace at his expense, at any time within one year after installation is accepted, any and all defective parts that may be found.

#### 3.17 CLEANUP

- A. When work of this section has been completed, and at such other times as may be directed, remove all trash, debris, surplus materials and equipment from the site.

### **PART 4 – MEASUREMENT AND PAYMENT**

Included in Section 100 of these Technical Specifications.

**END OF SECTION 32 84 00**

## **SECTION 32 90 00 PLANTING**

### **1.0 GENERAL**

#### **1.1 SCOPE**

Furnish all labor, equipment and materials necessary for soil sampling and testing, top soil placement, soil preparation, planting and maintenance period as shown and specified.

#### **1.2 APPLICABLE DOCUMENTS:**

The following publications of the issues listed below, but referred to thereafter by basic designation only, form a part of this Specification to the extent indicated by the references thereto:

A. American National Standards Institute (ANSI) Publications:

ANSI Z60.1 - 1973, Nursery Stock

ANSI Z133.1 - 1972, Safety Requirements for Tree Pruning, Trimming, Repairing or Removal

B. American Joint Committee on Horticultural Nomenclature Publications:

Second Edition 1972, Standardized Plant Names

#### **1.3 WORK SPECIFIED UNDER OTHER SECTIONS**

A. Consult all other sections to determine extent and character of work specified elsewhere but related to that included in this section. Work specified herein shall be properly coordinated with that specified.

B. See General Conditions for the Landscape Maintenance Bonding requirements.

#### **1.4 SUBMITTALS**

Submit the following samples for approval together with information from the supplier that describes the material sources, break-down by particle size and fertility information (where applicable):

A. Import soil: 0.5 cubic foot bag.

B. Soil Amendment: 0.5 cubic foot bag and Compost Lab Analysis performed in accordance with Seal of Testing Assurance as specified in item.

C. Mulch: 0.5 cubic foot bag.

- D. Soil Analysis: 0.5 cubic foot sample each of representative site soil and/or fill soil which will be in contact with plant roots and import topsoil. Samples must be taken after completion of rough grading. Contractor shall submit soil samples to Waypoint Analytical, Inc., Anaheim, CA. Request test No. A 05, including: soil fertility - pH, salinity, nitrate, ammonium, phosphate, calcium, magnesium; agricultural suitability - boron, sodium, absorption ratio (SAR); particle size appraisal - organic content, USDA particle size distribution; soil amendment and fertilizer recommendations. Note that the process outlined above will require that the landscape contractor make an assumption in their bid price that will cover the potential cost of soil amendments and stipulate to the General Contractor what the assumption is and the potential change in cost for the final cost or value of the soil fertilizers and amendments.
- E. Crushed rock sample, one-quarter cubic foot. Also include printed information about binder to be used with crushed rock.
- E. Copy of orders from Contractor to supplier for plant materials.

#### 1.5 SUBSTITUTIONS

Any substitutions of materials for any reason shall have prior approval from Landscape Architect.

#### 1.6 STORAGE

- A. Plants not installed on the day of arrival at the site shall be stored and protected as follows:

Outside storage shall be shaded and protected from the sun and wind.

Plants stored on the project shall be protected from drying out at all times by covering the balls or roots with moist sawdust, wood chips, shredded bark, peat moss or other similar mulching material.

Plants, including those in containers, shall be kept in a moist condition until planted, by watering.

Lime and fertilizer shall not be stored with any landscape materials.

Soil sterilant shall not be stored with any other landscape materials.

- B. Storage of materials shall be only in areas designated or as approved by the Owner.
- C. Handling - Care shall be taken to avoid damaging plants being moved from the nursery or storage area to the planting site. Plants shall be protected from drying out. Plants shall not be handled by the trunk or stem. Plants shall be protected from freezing or drying out by a covering of burlap, tarpaulin, mulching material during transportation from the heeling-in bed to the planting site. Damaged plants shall be rejected and shall be removed from the site.

## 1.7 ENVIRONMENTAL CONDITIONS

Planting of trees, shrubs, vines and groundcovers shall be done only during periods which are normal for such work as determined by the season, weather conditions and accepted practices.

## 1.8 GRADING

Contractor shall be responsible for maintaining finish grades in all planting areas and for executing any fine grading as may be necessary or incidental to all planting operations.

## 1.9 QUALITY STANDARDS

All work to be in accordance with the latest Safety Orders of the Division of Industrial Safety, O.S.H.A., and applicable State and local laws or regulations.

## 1.10 TIMELY ORDER OF PLANT MATERIALS

In order to receive plant materials in a timely fashion, Contractor shall order plant materials within ten days of the Notice to Proceed and provide evidence of same as indicated in Item 1.4 – E., above. Any potential delays in delivery or requests for substitution shall be brought to the attention of the City Representative immediately.

## 2.0 PRODUCTS

### 2.1 IMPORT SOIL

The import soil shall sustain healthy plant life, without admixture of subsoil, free from rocks larger than 1 inch size, sticks and other foreign matter. Imported soil shall be USDA classification of sandy loam, sandy clay loam or loam with maximum gravel content no more than 15 percent, rock content no more than 5 percent and maximum organic content no more than 15 percent.

The soil chemistry suitability considerations:

Salinity: Saturation Extract Conductivity (ECe) less than 3.0 ds/m @ 25° C

Sodium: Sodium Adsorption Ratio (SAR) less than 6.0

Boron: Saturation Extract Concentration less than 1.0 ppm

Reaction: PH of Saturated Paste: 5.5-7.5 without high lime content

Submittal of import soil sample shall include a soil fertility test and amendment/fertilizer recommendations as specified in Section 1.4-D.

### 2.3 CRUSHED ROCK WITH BINDER

Crushed rock shall be tan-colored, angular rock, graded to sizes .25-inch minus.

### 2.4 COMMERCIAL FERTILIZER

#### A. Container Plant Material:

Agriform tablets (20-10-5) at the following rates:

- 1 gallon - (1) 21 gram tablet;
- 5 gallon - (3) 21 gram tablets;
- 15 gallon - (5) 21 gram tablets;
- and for boxed materials (1) 21 gram tablet per each 1/2 inch caliper.

- B. Groundcover: Complete, nitrogen-phosphorus-potassium, 6-20-20, 30#/1000 SF and iron sulfate, 10#/1000 SF, 9" deep.

## 2.5 SOIL AMENDMENT

- A. Soil Amendment', for final installation, shall be organic yard compost material with the following characteristics:

Physical Properties:

Gradation: A minimum of 90% of the material by weight shall pass a ½" screen.

Material passing the ½" screen shall meet the following criteria:

- |       |                        |                          |
|-------|------------------------|--------------------------|
| (i)   | <u>Percent Passing</u> | <u>Sieve Designation</u> |
| (ii)  | 85-100                 | 9.51 mm (3/8")           |
| (iii) | 50-80                  | 2.38 mm (No. 8)          |
| (iv)  | 0-40                   | 500 micron (No. 35)      |
- B. Organic Content: 50% minimum based on dry weight and determined by ash method. Minimum 250 lbs organic matter per cubic yard of compost.
- C. Carbon to Nitrogen ratio: Maximum 35:1 if material is claimed to be nitrogen stabilized.
- D. pH: 5.5 - 8.0 as determined in saturation extract.
- E. Soluble salts: Sodium should account for less than 25% of the total salinity level. The addition of the compost shall result in a final Ece of the amended soil of less than 4.0 ds/m @ 25 degrees C. as determined in a saturation extract.
- F. Moisture Content: 35 – 60%.
- G. Contaminants: The compost shall be free of contaminants such as glass, metal and visible plastic.
- H. Maturity: Physical characteristics suggestive of maturity include:
1. Color: Dark brown to black
  2. Odor: No odor, soil-like, musty, and moldy are acceptable. Sour, ammonious, or putrid is unacceptable.
  3. Particle Characterization: Identifiable wood pieces are acceptable, but the balance of material should be soil-like without recognizable grass or leaves.

## 2.6 MULCH

Mulch shall be an interlocking mix of wood particles in varying sizes from two-inches and smaller derived from tree and shrub trimmings aged for several weeks. No Eucalyptus sources are permitted.

Mulch for planting areas less than eight-percent (1 in 12 slope) shall be fir or redwood chips, 3/4 inch to one (1) inch size. "Walk-on Bark" or approved equal from Sequoia Forest Industries Co., depth as specified on Drawings and elsewhere in these Specifications.

## 2.7 STAKING AND TREE PROTECTOR MATERIALS

- A. Stakes: Peeled, smooth, lodgepole pine, factory treated, (and/or metal pipe), diameter and lengths as required on Drawings.
- B. 24" x 1" hard rubber ties, attached to stakes as shown on Drawings.

## 2.11 HEADER BOARDS

- A. Wood Headerboards, benderboards and stakes shall be as noted on Drawings. Unless noted otherwise on the drawings, wood shall be pressure-treated Douglas fir.
- B. Nails shall be hot-dipped galvanized steel.

## 2.12 PLANT MATERIALS

- A. Quality and size shall conform to best nursery practice. Nursery grown stock only shall be used. Secure Landscape Architect's approval for quality and size of all plant materials.
- B. Measurements shall be as shown. Where not shown shall be of uniform and standard size -- neither over-grown and root bound nor too recently canned so that the root system is not thoroughly established throughout the can. Pruning shall not be done prior to delivery except by approval.
- C. Contractor shall be responsible for inspection of plant materials required by the City, County or State at any time before and during progress of the work. Rejected plants shall be removed from the site immediately.
- D. Contractor shall adequately protect plants from sun and wind, on site and in transit.
- E. Plant label shall identify each species and variety. Substitutions are not desired; requests for substitution shall be made at least 30 days prior to planting.
- F. Quantities necessary to complete the work as shown on the Drawings shall be furnished. Quantities shown on Plant List are approximate only and shown for convenience of the Contractor.

## 3.0 EXECUTION

### 3.1 IMPORT SOIL PLACEMENT

Following completion of rough grading, when planting areas are free from weeds and the heavy traffic associated with the construction of building and pavements, Contractor shall:

- A. Rip and scarify subgrade in all planting areas to a depth of (six) 6 inches. Extreme care shall be taken to work around planting marked to be saved.
- B. Remove from soil surface all miscellaneous debris, including items from construction such as gravel, wire, stucco etc., and rocks over two (2) inches in size.
- C. Import soil shall be spread in all planting areas as noted on the plans in sufficient depth that when broken down, leveled, and settled, the resultant thickness shall not be less than six (6) inches. Finished surfaces shall be smooth, true to slopes and grades. Import soil and level of planting areas shall be one (1) inch below top of headerboards, pavements, walks and curbs. Particular attention shall be given to the installation of surface drainage swales.

### 3.2 CRUSHED ROCK PAVING

Following completion of rough grading, when planting and crushed rock paving areas are free from the heavy traffic associated with the construction of building and pavements, Contractor shall:

- A. Remove from soil surface all miscellaneous debris, including items from construction such as gravel, wire, stucco etc., and rocks over two (2) inches in size. Install wood headers as detailed on the drawings. Compact subgrade to 95 percent relative compaction except in areas around existing or proposed trees.
- B. Crushed rock shall be spread in all paving areas as noted on the plans in sufficient depth that when broken down, leveled, and settled, the resultant thickness shall not be less than the thickness designated on the drawings. After placement of crushed rock, wet crushed rock paving areas and roll to achieve a finished surface that is smooth, true to slopes and grades. Particular attention shall be given to the installation of surface drainage swales, if necessary or as directed by the Engineer.

### 3.3 TREE AND SHRUB PLANTING

- A. Finished surfaces in planting areas shall be smooth, true to slopes and grades. Areas to be planted shall be free of weeds, rocks, debris and heavy construction traffic.
- B. Place trees and shrubs in designated locations and secure Landscape Architect's approval before excavating pits, making such adjustments as may be required.
- C. Dig pits circular in outline with vertical sides as detailed on Drawings. After pits are dug, break sides to open wall of pit for root penetration.
- D. Install perforated pipe watering tubes as shown in the plans and details.
- E. Backfill in planting holes shall be a mixture of loose soil in a finely divided condition free from rocks, clods or lumpy material, thoroughly mixed with an equal volume of soil amendment.

- E. Fertilize Tree and Shrubs with Agriform tablets at the rates specified in Section 2 - Products of these Specifications.
- F. Plants shall be set in backfill mixture, in flat bottom holes, to such depth that the top of the plant ball will be two (2) inches above finish grade.
- G. Backfill shall be watered until the backfill is saturated to the full depth of the hole.
- H. Build basins around plants except trees in paving areas. Basins shall be formed with level bottoms and walls as detailed.
- I. Mulch basins with wood chips, depth as specified in Drawings, and thoroughly water.
- J. All trees in groundcover and shrub areas shall be staked. Stakes shall be driven alongside root ball. Tie trees as detailed.
- K. For all trees in lawn areas, cut and remove turf in a circular pattern around the tree so that trunks and stakes do not interfere with mowing operations.
- L. All trees in paved areas shall be installed with grates and guards, per manufacturers' instructions and as shown in the plans and details.
- M. Place three (3) inch mulch in all shrub areas between plants.
- N. Cut leader stakes so that top of stakes do not wear on trees. Alternatively, with permission of Landscape Architect, leader stakes may be removed.

### 3.4 GROUNDCOVER PLANTING

- A. All Planting Areas - Areas to be planted shall be free of weeds, rocks, debris and heavy construction traffic. After completion of finish grading, disc or rototill a minimum of twelve (12) inches in depth and cultivate to a loose friable condition the top layer of soil to a minimum of six (6) inches, free of clods.
- B. Spread soil amendment at the rate indicated in Section 2.0 – Products and mix uniformly into the top six-inches of soil. Rake to a smooth, even surface. Finished surfaces shall be smooth, true to slopes and grades.
- C. Plant groundcover plants in evenly spaced rows with staggered plant spacing. Water immediately after planting and in sufficient quantity to wet the soil around the plants to a depth of eight (8) inches.
- D. Place three (3) inch mulch in all groundcover and shrub areas between plants. In placing mulch, be sure that ground cover plants are not covered with mulch and have access to light and water.
- E. Fertilize at the rate specified in Section 2.0 - Products.

- F. After the plants have been thoroughly watered, allow the soil to adequately dry to provide a workable surface. Rake the area to provide a uniform, even surface.

### 3.5 PRELIMINARY INSPECTION AND APPROVAL

Contractor shall request a preliminary inspection of planting work upon completion of all planting. Inspection and approval of the completed work shall establish the beginning of the maintenance period. No partial approvals will be given.

### 3.6 MAINTENANCE

Maintenance shall be as specified below; shall immediately follow, coincide with and be continuous with and during the planting operations; and shall continue for 90 calendar days after all planting is complete and accepted.

#### A. Trees and Shrubs:

1. Maintain as specified after acceptance in a vigorous, thriving condition by watering, pruning, cultivating, spraying and other necessary operations.
2. Protect from damage by erosion or trespass and provide proper safeguards.
3. Replace unhealthy, damaged or dead trees and shrubs promptly with material as specified.

#### B. Groundcover

1. Maintain constant moisture to a depth of eight (8) inches.
2. Keep areas free of undesirable weeds and grasses by application of suitable weed killers or hand pulling. Maintain by watering, weeding, replanting, reseeding, mowing, fertilizing, rolling and top dressing, and other necessary operations to establish an even, thick and vigorous stand of grass and groundcover.
3. Fertilize groundcover areas with commercial fertilizer at the rate specified in Section 2.0 - Products. Water thoroughly into soil.
4. Protect areas against all damage, including erosion and trespass, and provide safeguards.
5. Replant damaged areas and plants promptly as specified.
6. Remove weeds from crushed rock areas.

### 3.7 CLEAN-UP AND FINAL INSPECTION

- A. Final inspection for approval and acceptance shall be made at the conclusion of the maintenance period. Written notice requesting such inspection shall be submitted at least ten (10) days before anticipated date.

- B. Prior to being considered ready for inspection, Contractor shall have made all corrections and repairs and have the job cleared of all weeds and debris and presented in a neat, orderly fashion.

### **3.8 GUARANTEE AND REPLACEMENT**

- A. Guarantee all shrubs and ground cover in a healthy, thriving condition until the end of the maintenance period or until active growth is evident.
- B. Guarantee all trees in a healthy, thriving condition until the end of the maintenance period or until active growth is evident or for one year, whichever is longer.
- C. Replace all dead plants and plants not in a vigorous condition as soon as directed by Landscape Architect. Plants used for replacement must be of the same kind and size as specified, planted and maintained as outlined above. All replacement of plants shall be done before the final acceptance. All replacement of plants shall be at the sole expense of the Contractor.

### **4.0 MEASUREMENT AND PAYMENT**

Included in Section 100 of these Technical Specifications.

**END OF SECTION 32 90 00**