



TOWN OF COLMA
CONTRACT
SPECIFICATIONS AND SPECIAL PROVISIONS

FOR

2023 STORM DRAIN SYSTEM CCTV VIDEO INSPECTION
PROJECT

TO BE SUPPLEMENTED BY
THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD
PLANS AND SPECIFICATIONS, 2018 EDITION, AND THE GREENBOOK STANDARD
SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2021 EDITION.

DUE DATE: TUESDAY MAY 23, 2023
2:00 P.M.

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

REQUEST FOR PROPOSALS (RFP)

2023 STORM DRAIN SYSTEM CCTV VIDEO INSPECTION PROJECT TOWN OF COLMA, CALIFORNIA

The Town of Colma hereby requests proposals (RFP) from qualified firms/teams to assist the Town with performing closed-circuit (CCTV) inspections obtaining storm drain system condition information and developing comprehensive rehabilitation recommendations. This project will involve daily coordination with Town staff.

Proposals shall be submitted by firms/teams with a capable and demonstrable background in the type of work described in Section II, "SCOPE OF WORK," this notice. In addition, all interested firms/teams shall have sufficient, readily available resources in the form of trained personnel, support services, specialized consultants and financial resources to carry out the work without delay or shortcomings. The proposals shall be submitted electronically or hard copies to the Public Works Department, Town of Colma, 1198 El Camino Real, Colma, California, 94014, no later than 2:00 p.m. Tuesday on May 23, 2023. Each proposer shall submit proposal in accordance with Section III, "PROPOSAL," of this notice.

The Town assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for the actual receipt of proposals.

CONTRACT PRICE:

Town shall pay, the Contractor shall accept, payment for the work above in accordance with the bid items and unit prices set forth in Contractor's response to the Town's request for quotations. The total amount to be paid under this contract for all the works included in this contract shall not exceed \$60,000.00. The unit price for the CCTV inspection shall be per linear foot (LF) for Storm Drain Pipes and will be inclusive of all costs to perform the work specified in this RFP. The unit prices shall be valid for the entire contract term.

All work including the final report shall be completed within 20 working days, for the base bid (Area 1 and Area 2) only and 10 additional working days for each Additive Alternate Bids A (Area 3) and B (Area 4) if awarded or subsequently added.

CONTRACTOR:

Contractor warrants that it is licensed by the State of California as a Class A, Class 34, or Class 42 Contractor. The Contractor further agrees that upon request it will provide evidence of said license. The contractor shall be an independent contractor.

Name:	
Address:	
Town /State/Zip:	
Phone:	
Town of Colma Business License #:	
State Contractor's License #:	
Expiration Date:	

I. BACKGROUND

Town of Colma is planning a comprehensive storm drain system rehabilitation in the near future. The storm drain system CCTV inspection is the first step in this planning.

The primary objective of this RFP is to gather video inspection data for condition assessment of the existing storm drain system and provide the Town with a detailed report in a format to be compatible with Town's GIS database. The Town is utilizing GIS for asset management and maintenance of the storm drain system and is looking to update and populate these management programs with current pipe condition information utilizing the standardized codes.

II. SCOPE OF WORK

The Town desires to contract with a firm/team to perform the following tasks:

- Provide Mobilization.
- Provide traffic control, according to The Manual for Uniform Traffic Control Devices (MUTCD to maintain the safety of the vehicle pedestrians within the Town's right of way (ROW).

The traffic control plan shall be submitted to the Town prior to the beginning of inspections.

- Provide protection to all drainage systems against pollution and runoffs in close proximity to the inspection area according to Best Management Practices (BMP's).
- Provide Storm Drain System CCTV Video Inspection of all existing pipes, drain inlets, catch basins and manholes within the Town of Colma in Areas as identified in Exhibits A through E of this RFP.
- Compile data ratings for all of the storm drain pipes, drain inlets, catch basins and manholes inspected using compatible software. The compiled data shall be compatible with Towns GIS database segment naming protocol.

- Submittal of compiled database showing the Quick score and number of defects per segment compatible with Town's GIS database naming protocol.
- Provide an engineering evaluation of the captured video data in the form of a final report.

The work area, location map (Exhibit A), existing storm drain system layout maps (Exhibits B through E), list of existing pipes (Exhibit F), and bid quantities and descriptions (Exhibit G) are included in the RFP. The storm drain system CCTV video inspection work shall be performed in accordance with the technical specifications as specified and shown in Exhibit "H" of this RFP, in accordance with the 2018 Caltrans Standards and the Green Book Standard Specifications for Public Works Construction 2021 Edition.

It is important to note that the information shown in the exhibits regarding the existing storm drain system might not be accurate and or missing due to a lack of records and information and will be discovered during the inspection. In such circumstances in which any new system component was discovered, the inspection shall be performed on them and shall be included in the final report and shall be paid under the bid items 1, 1-A, and 1-B shown in Exhibit "G".

The data compilation shall follow the Town of Colma Television Observation Code as shown in Exhibit H. and as per NASSCO PACP standards.

The selected firm/team shall provide an engineering evaluation report to include all locations where corrective actions are needed.,

III. REQUIREMENTS

Vendor's Requirements:

- Perform CCTV inspections according to Exhibit "H" of this RFP.
- Rim-to-invert and grade-to-invert measurements shall have an accuracy of 1/10 of a foot.
- Provide all supervision, labor, equipment, materials, technical expertise, safety equipment, and service operation to complete the task.
- Responsible for compliance with all relevant federal, state, and local regulations and practices, including State Industrial Regulations, Cal/OSHA regarding worker safety, and confined space entry.
- The vendor shall have a written safety policy and shall provide it to the Town upon request.
- If subcontractors are utilized to complete a task it is the responsibility of the vendor to manage and direct subcontracted tasks. Certain work may be subject to prevailing wages according to California Labor Code Section 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 "public works" and "maintenance" projects.

This project is subject to prevailing wage, the vendor and subcontractor shall comply with all prevailing wage laws and fulfill all the requirements for prevailing wages in the state of California according to labor and regulation codes where applicable.

Town Staff Responsibilities:

- A. If available provide a map of the storm drainage system, base maps, and other pertinent GIS layers necessary to complete the CCTV inspections.
- B. Procure Right-of-Entry permission to private property owners where necessary.

IV. PROPOSAL

The proposer shall submit his/her proposal electronically. It shall include:

- A. A summary of the proposer's understanding of the project as a whole.
- B. The proposer's implementation plan for the project.
- C. The proposer's experience and history in performing storm drain system CCTV video inspection work, ability to capture, manage and transfer electronic data, and ability to identify rehabilitation needs and provide prioritized project recommendations based on the information obtained. Include references of persons, firms, or agencies whom the Town may contact to verify the experience of the proposer.
- D. A table of the organization setting forth who the project manager and supporting staff will be.
- E. A statement of qualifications and experience for each individual expected to perform responsible portions of the work including required NASSCO PACP certifications.
- F. An identification of any modifications to the attached Sample Construction Contract Agreement (Exhibit N) the proposer would require prior to entering into an agreement with the Town. Special attention should be given to the insurance and general liability language.
- G. A project schedule showing estimated timelines to perform the work.
- H. A cost estimate for performing CCTV inspection. The estimate should take into consideration the costs for temporary traffic control devices and set-up (including flaggers or traffic control plan submittals), and all costs associated

with the CCTV pipe inspections, administration, and all overhead costs associated with the project. Exhibit G shall be used for the cost evaluation.

V. AWARD

The successful proposer will be asked to enter into a contract with the Town reflecting the terms and conditions of the proposal plus the Town's standard professional services agreement requirements.

VI. ESTIMATED PROJECT TIMETABLE

May 8, 2023 "Notice Inviting Proposals" to be sent out.

May 17, 2023 Deadline to submit RFI

May 19, 2023 Town's Response to RFI

May 23, 2023 Town to Open Bids

June 2023 Town to award contract.

VII. SELECTION PROCESS

After a comprehensive review of proposals, the selection will be made based on selecting the lowest responsible bidder and awarding the contract according to the schedule provided in Section VI. The basis of award shall be based on the sum of the Base Bid and Alternate Bids A and B.

After selecting a contractor, a contract will be negotiated.

VIII. SUBMISSION OF THE PROPOSAL

Proposers shall submit **an electronic copy** of their proposals as described in Section III to:

Dave Bishop Senior Engineer
dave.bishop@colma.ca.gov

IX. PRE-PROPOSAL MEETING

Not Applicable- No pre-proposal meeting scheduled.

X. DOCUMENTS AND QUESTIONS

The RFP is available electronically as a free download at: <https://www.colma.ca.gov/rfp-and-bids/>

Addenda if applicable, will be available as a download at the same web location. Proposers are responsible for determining if any addenda have been issued. Any questions regarding the contract documents should be directed to:

Dave Bishop, Senior Engineer
dave.bishop@colma.ca.gov

We look forward to your participation in this project. Inquiries and/or responses may be directed to:

DAVE BISHOP
PUBLIC WORKS DEPARTMENT
TOWN OF COLMA
1198 EL CAMINO REAL
COLMA, CA 94014
(650)757-8888

05/08/23

Date



Director of Public Works, Town of Colma

Attachments:

1. Exhibit A - Location Map
2. Exhibits B through E- Existing Storm Drain System Layout Maps
3. Exhibit F - Storm Drain Pipe Segments List and Dimensions
4. Exhibit G - Bid Items Quantity and Description
5. Exhibit H - Technical Specifications
6. Exhibit I - Special Conditions
7. Exhibit J - Contractor's Certificate Regarding Workers' Compensation
8. Exhibit K - Public Works Contractor Registration Certification
9. Exhibit L - Payment and Performance Bonds
10. Exhibit M- Statement of Experience
11. Exhibit N - Sample of Construction Contract

EXHIBIT "A"

TOWN OF COLMA STORM DRAIN SYSTEM 2023 CCTV INSPECTION LOCATION MAP

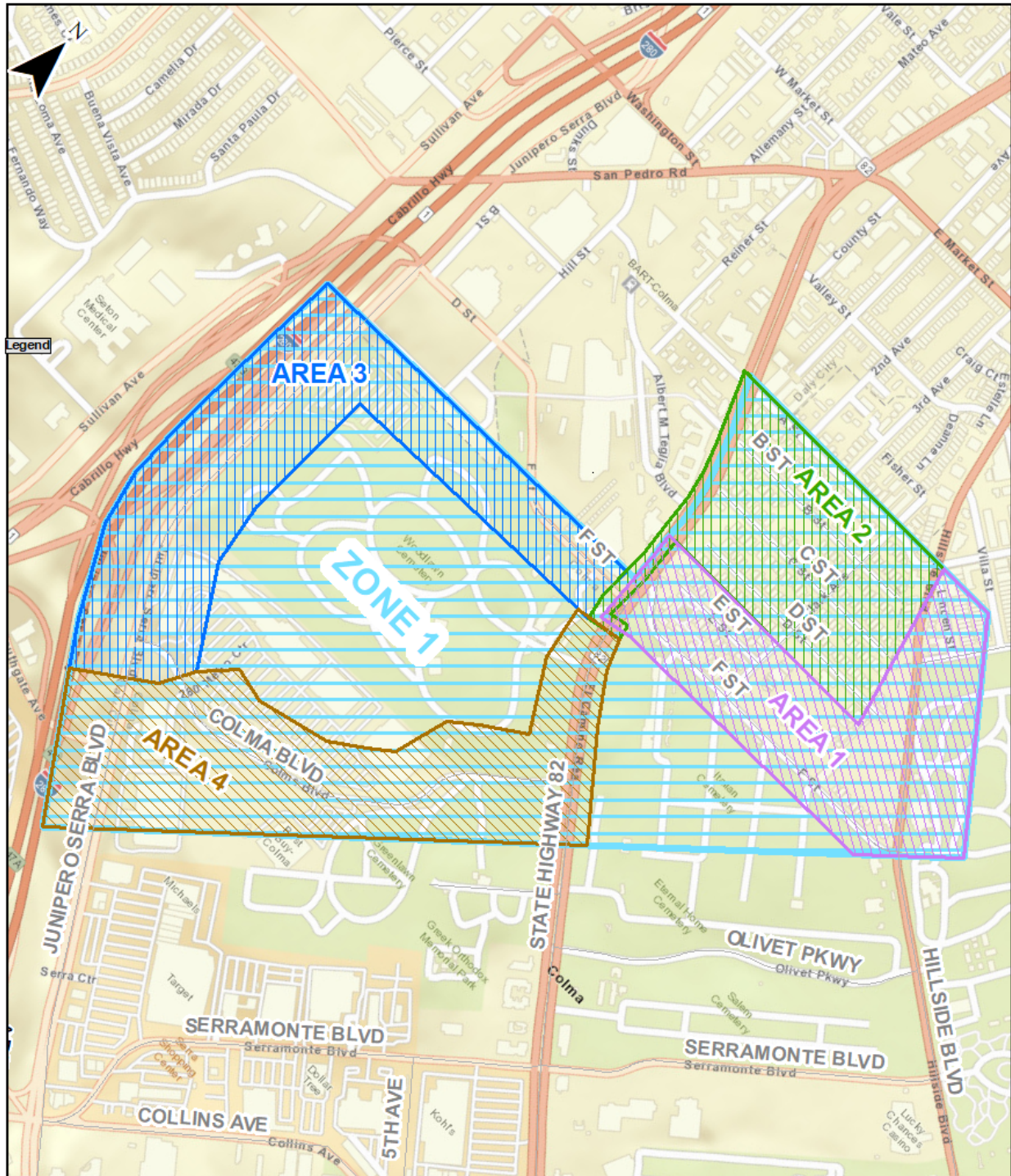


EXHIBIT "B"

TOWN OF COLMA STORM DRAIN SYSTEM 2023 CCTV INSPECTION AREA 1

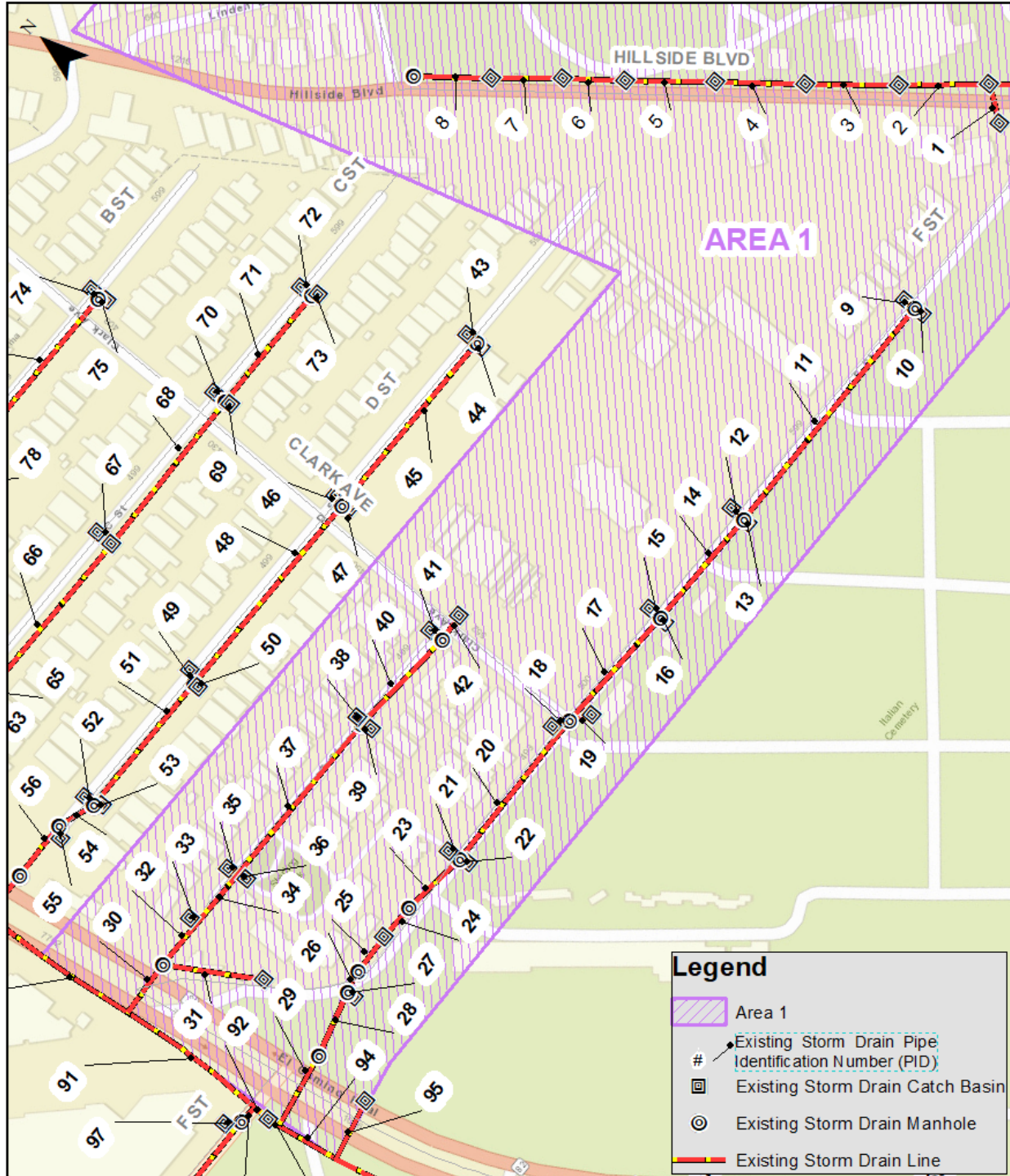


EXHIBIT "C"

TOWN OF COLMA STORM DRAIN SYSTEM 2023 CCTV INSPECTION AREA2

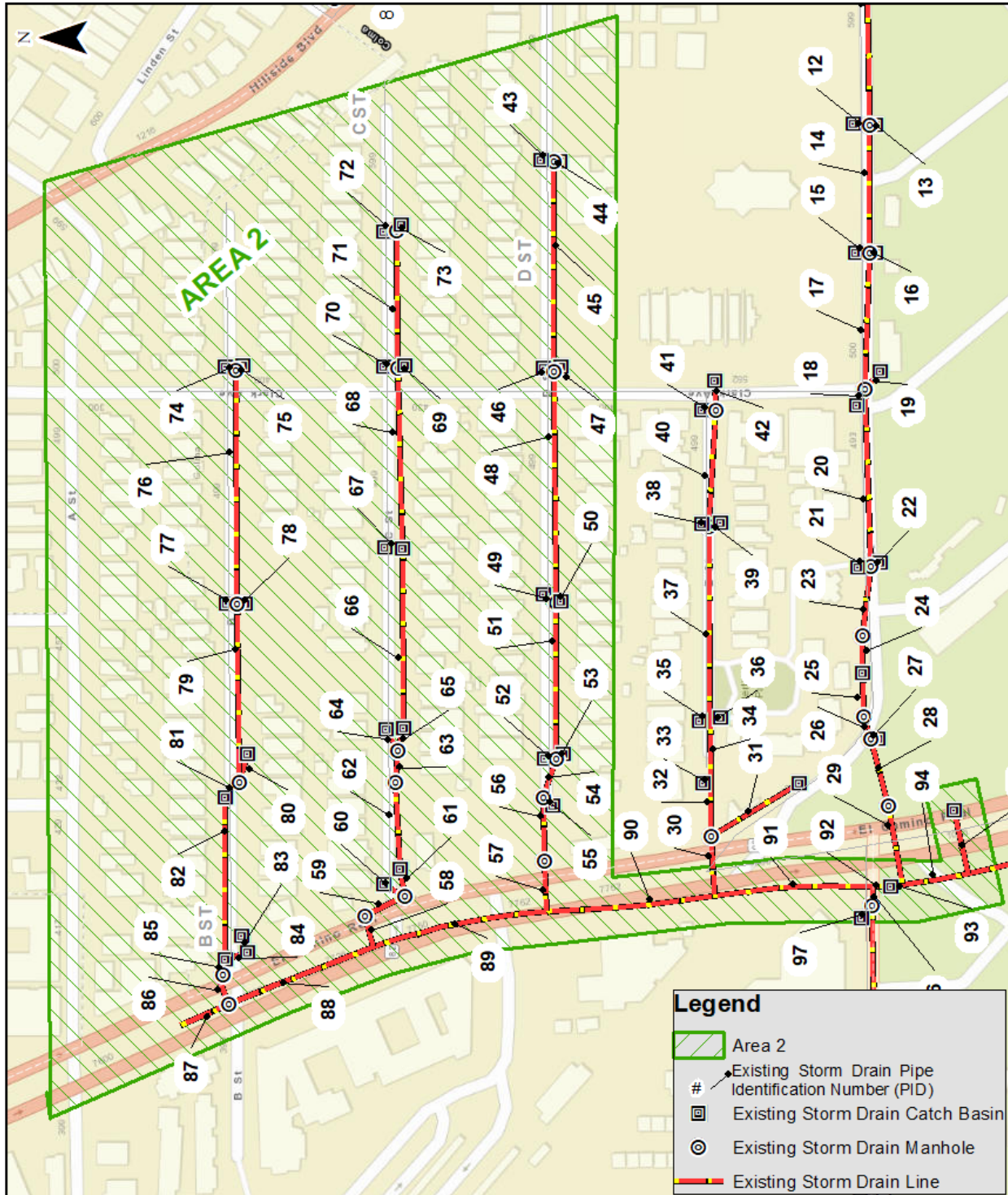


EXHIBIT "D"

TOWN OF COLMA STORM DRAIN SYSTEM 2023 CCTV INSPECTION AREA3

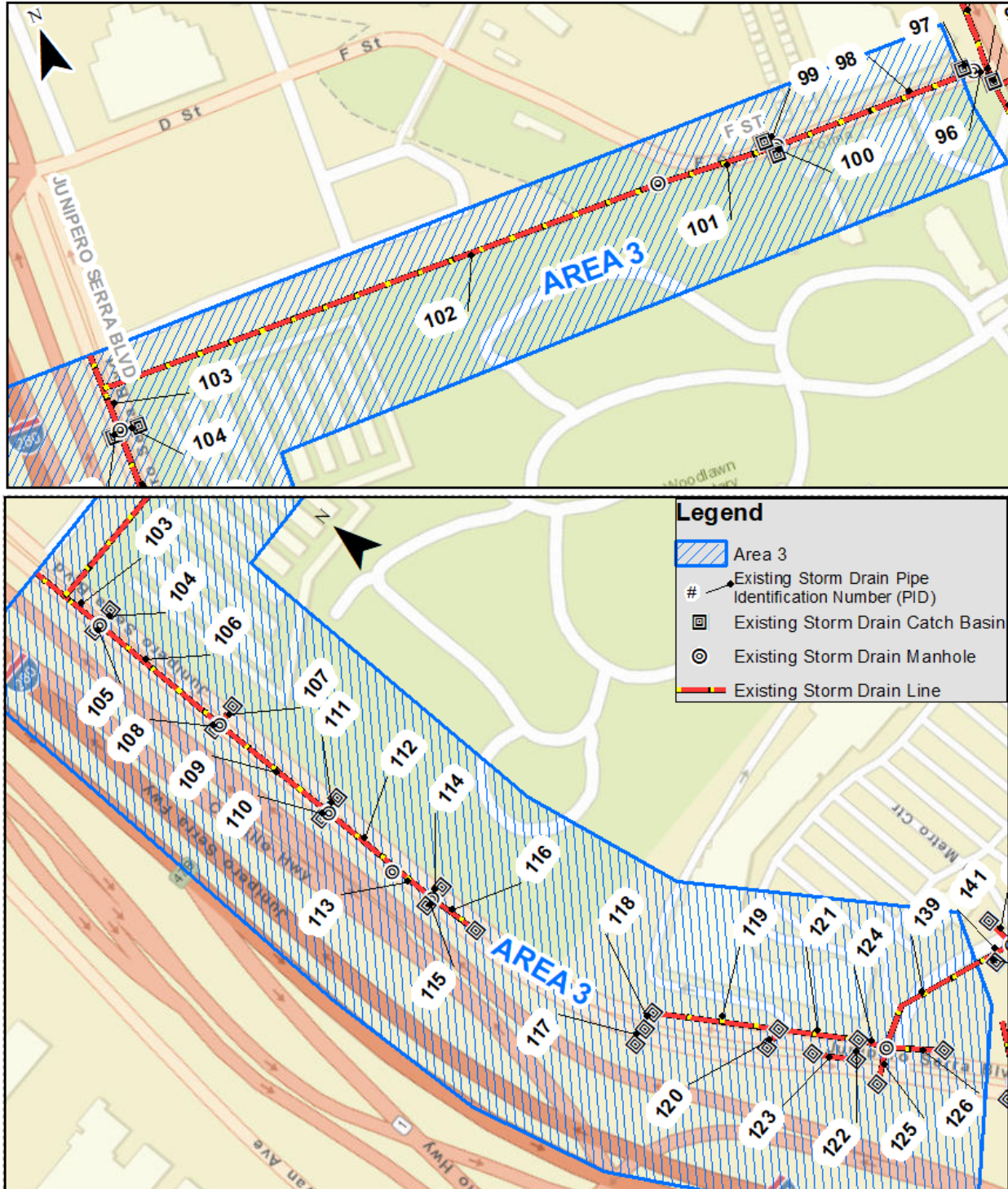


EXHIBIT "E"

TOWN OF COLMA STORM DRAIN SYSTEM 2023 CCTV INSPECTION AREA 4

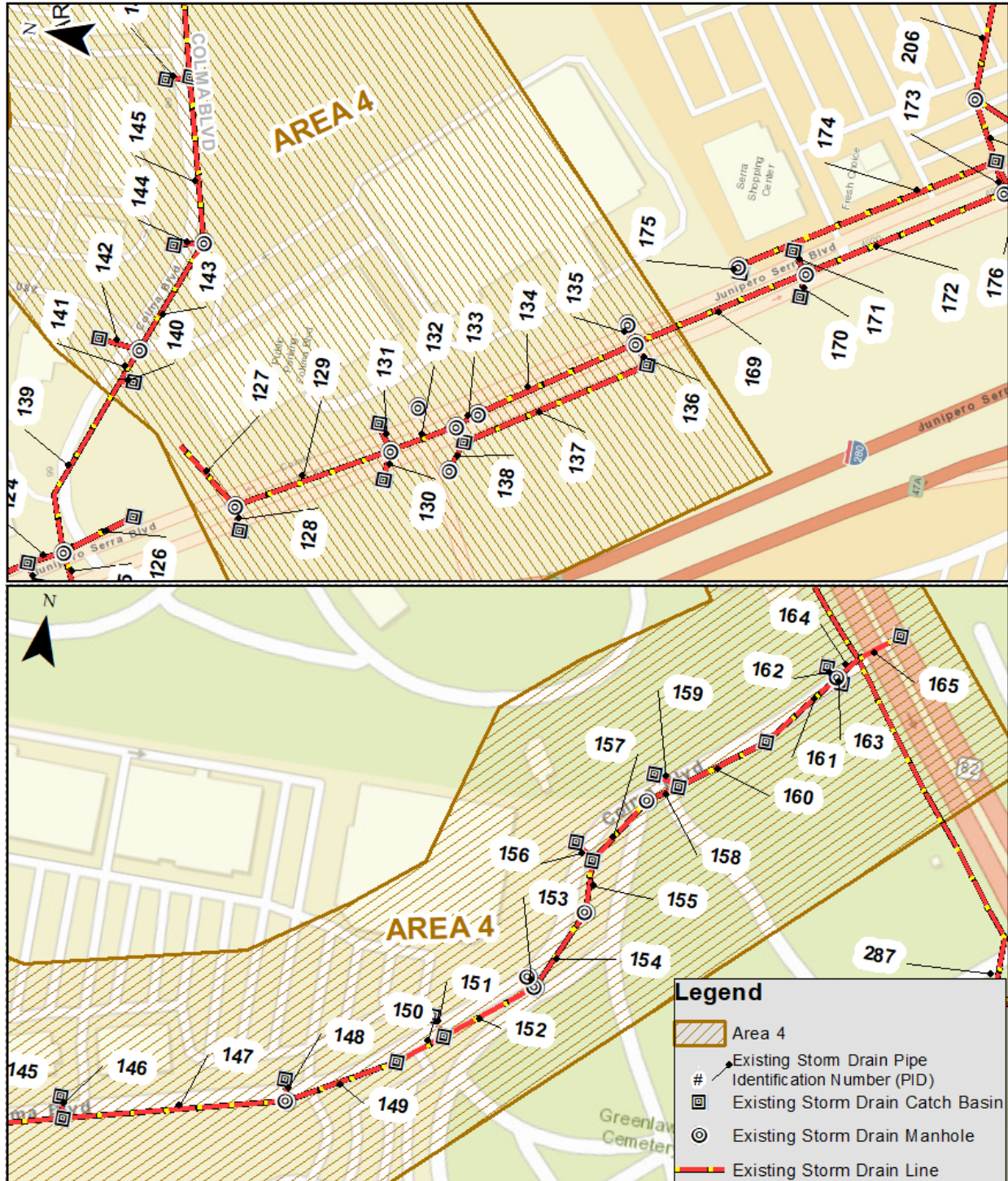


EXHIBIT "F"

STORM DRAIN PIPE SEGMENTS LIST AND DIMENSIONS

PIPE IDENTIFICATION NUMBER (PID)	PIPE LENGTH (FEET) (APPROX.)	PIPE DIAMETER (INCH)	PIPE MATERIAL	COMMENTS
AREA 1				
1	67	15	RCP	
2	147	13	RCP	
3	154	13	RCP	
4	146	12	RCP	
5	148	12	RCP	
6	102	12	RCP	
7	118	12	RCP	
8	128	15	RCP	
9	21	12	RCP	
10	15	12	RCP	
11	446	15	RCP	
12	27	12	RCP	
13	10	15	RCP	
14	211	15	RCP	
15	24	12	RCP	
16	10	12	RCP	
17	224	15	RCP	
18	29	12	RCP	
19	38	12	RCP	

PIPE IDENTIFICATION NUMBER (PID)	PIPE LENGTH (FEET) (APPROX.)	PIPE DIAMETER (INCH)	PIPE MATERIAL	COMMENTS
20	291	15	RCP	
21	21	12	RCP	
22	16	12	RCP	
23	114	15	RCP	
24	63	15	RCP	
25	72	15	RCP	
26	37	15	RCP	
27	12	12	RCP	
28	114	15	RCP	
29	131	15	RCP	
30	97	Unknown	Unknown	
31	167	8	PVC	
32	96	12	RCP	
33	14	12	CMP	
34	116	12	RCP	
35	17	8	STEEL	
36	18	8	RCP	
37	390	12	RCP	
38	13	12	RCP	
39	19	12	RCP	
40	192	12	RCP	
41	24	Unknown	Unknown	
42	48	12	RCP	

PIPE IDENTIFICATION NUMBER (PID)	PIPE LENGTH (FEET) (APPROX.)	PIPE DIAMETER (INCH)	PIPE MATERIAL	COMMENTS
*Total (Approx.)	4350			
AREA 2				
43	21	12	RCP	
44	10	12	RCP	
45	346	15	RCP	
46	20	15	RCP	
47	14	12	RCP	
48	380	15	RCP	
49	24	12	RCP	
50	9	12	RCP	
51	258	15	RCP	
52	20	12	RCP	
53	14	12	RCP	
54	66	18	RCP	
55	21	Unknown	Unknown	
56	104	18	RCP	
57	84	18	RCP	
58	53	24	RCP	
59	72	18	RCP	
60	39	15	RCP	
61	45	15	RCP	
62	142	15	RCP	

PIPE IDENTIFICATION NUMBER (PID)	PIPE LENGTH (FEET) (APPROX.)	PIPE DIAMETER (INCH)	PIPE MATERIAL	COMMENTS
63	52	15	RCP	
64	39	12	RCP	
65	39	15	RCP	
66	296	15	RCP	
67	29	15	RCP	
68	297	15	RCP	
69	23	12	RCP	
70	12	12	RCP	
71	225	12	RCP	
72	22	12	RCP	
73	12	12	RCP	
74	17	12	RCP	
75	15	12	RCP	
76	385	12	RCP	
77	18	12	RCP	
78	12	12	RCP	
79	294	15	RCP	
80	50	12	RCP	
81	33	15	RCP	
82	266	15	RCP	
83	29	Unknown	Unknown	
84	38	Unknown	Unknown	
85	26	Unknown	Unknown	

PIPE IDENTIFICATION NUMBER (PID)	PIPE LENGTH (FEET) (APPROX.)	PIPE DIAMETER (INCH)	PIPE MATERIAL	COMMENTS
86	51	Unknown	Unknown	
87	86	Unknown	Unknown	** Caltrans R/W
88	256	Unknown	Unknown	** Caltrans R/W
89	290	Unknown	Unknown	** Caltrans R/W
90	278	Unknown	Unknown	** Caltrans R/W
91	260	Unknown	Unknown	** Caltrans R/W
92	30	Unknown	Unknown	** Caltrans R/W
93	20	Unknown	Unknown	** Caltrans R/W
94	109	Unknown	Unknown	** Caltrans R/W
95	107	Unknown	Unknown	** Caltrans R/W
*Total (Approx.)	4220			
AREA 3				
96	30	Unknown	Unknown	
97	25	15	RCP	
98	465	Unknown	Unknown	
99	33	30	RCP	
100	12	40	RCP	
101	271	36	RCP	
102	1296	Unknown	Unknown	
103	176	Unknown	Unknown	
104	39	Unknown	Unknown	

PIPE IDENTIFICATION NUMBER (PID)	PIPE LENGTH (FEET) (APPROX.)	PIPE DIAMETER (INCH)	PIPE MATERIAL	COMMENTS
105	19	Unknown	Unknown	
106	340	Unknown	Unknown	
107	49	Unknown	Unknown	
108	17	Unknown	Unknown	
109	306	Unknown	Unknown	
110	23	Unknown	Unknown	
111	36	Unknown	Unknown	
112	188	Unknown	Unknown	
113	103	Unknown	Unknown	
114	33	Unknown	Unknown	
115	19	Unknown	Unknown	
116	121	Unknown	Unknown	
117	39	Unknown	Unknown	
118	40	Unknown	Unknown	
119	277	Unknown	Unknown	
120	48	Unknown	Unknown	
121	176	Unknown	Unknown	
122	42	Unknown	Unknown	
123	95	Unknown	Unknown	
124	61	Unknown	Unknown	
125	86	Unknown	Unknown	
126	128	Unknown	Unknown	
*Total (Approx.)	4760			

PIPE IDENTIFICATION NUMBER (PID)	PIPE LENGTH (FEET) (APPROX.)	PIPE DIAMETER (INCH)	PIPE MATERIAL	COMMENTS
AREA 4				
127	133	Unknown	Unknown	
128	42	Unknown	Unknown	
129	272	Unknown	Unknown	
130	52	Unknown	Unknown	
131	47	Unknown	Unknown	
132	114	Unknown	Unknown	
133	42	Unknown	Unknown	
134	283	Unknown	Unknown	
135	34	Unknown	Unknown	
136	41	Unknown	Unknown	
137	325	Unknown	Unknown	
138	54	Unknown	Unknown	
139	311	Unknown	Unknown	
140	22	Unknown	Unknown	
141	62	Unknown	Unknown	
142	69	Unknown	Unknown	
143	206	30	RCP	
144	49	12	RCP	
145	271	30	Unknown	
146	40	12	Unknown	
147	432	40	RCP	
148	42	24	RCP	
149	224	36	RCP	

PIPE IDENTIFICATION NUMBER (PID)	PIPE LENGTH (FEET) (APPROX.)	PIPE DIAMETER (INCH)	PIPE MATERIAL	COMMENTS
150	102	24	RCP	
151	44	Unknown	RCP	
152	198	24	RCP	
153	24	Unknown	Unknown	
154	173	Unknown	Unknown	
155	100	Unknown	Unknown	
156	48	12	RCP	
157	156	24	RCP	
158	65	24	RCP	
159	52	18	RCP	
160	188	24	RCP	
161	185	24	RCP	
162	27	12	RCP	
163	14	12	RCP	
164	53	Unknown	Unknown	
165	93	Unknown	Unknown	** Caltrans R/W
166	429	Unknown	Unknown	** Caltrans R/W
167	98	Unknown	Unknown	** Caltrans R/W
168	509	Unknown	Unknown	** Caltrans R/W
*Total (Approx.)	4850			

* The pipe lengths shown in this table are as per the best available records and are not field verified.

** The Pipe segments located within Caltrans's right of way, shall be excluded from this RFP.

2023 STORM DRAIN SYSTEM CCTV VIDEO INSPECTION PROJECT

EXHIBIT "G" **BID ITEMS QUANTITY AND DESCRIPTION**

BASE BID					
Item No.	Description of Work	Unit	Est. Qty.	Unit Price	Estimated Cost
1	CCTV Video Inspection of 8" to 30" Storm Drain Pipe in Areas A1 & A2 (RCP, HDPE, VCP, PVC, CMP) (Inclusive of all costs)	LF	8570	\$	\$
Base Bid Subtotal					\$
Total Base Bid Price (in words):					
ADDITIVE ALTERNATE BID- A					
1-A	CCTV Video Inspection of 8" to 30" Storm Drain Pipe in Area A3 (RCP, HDPE, VCP, PVC, CMP) (Inclusive of all costs)	LF	4760	\$	\$
Additive Alternate Bid- A Subtotal					\$
Additive Alternate Bid - A Subtotal Price (in words):					
ADDITIVE ALTERNATE BID- B					
1-B	CCTV Video Inspection of 8" to 30" Storm Drain Pipe in Area A3 (RCP, HDPE, VCP, PVC, CMP) (Inclusive of all costs)	LF	4850	\$	\$
Additive Alternate Bid - B Subtotal					\$
Additive Alternate Bid - B Subtotal Price (in words):					
Total of Base Bid Plus Additive Alternate Bid(s) A and B					\$

Total of Base Bid Plus Additive Bid Alternative(s) A and B Price (in words):

*The total budget for this project is \$60,000. Bonds shall be prepared for the final amount. The work on this project will be Storm Drain System CCTV Video Inspection and Final Report.

BID ITEMS DESCRIPTION:

Description of Bid Items 1, 1-A and 1-B (Exhibit G)

CCTV Video Inspection of 8" to 30" (RCP, HDPE, VCP, PVC, CMP):

This bid item shall be measured and paid on a linear foot (LF) basis for CCTV video inspection performed within Town's right-of-way (street) and public utility easement (front yard, side yard and back yard).

The linear foot (LF) quantity is based on the best available information, any additional pipe segments not identified in this RFP and discovered during the CCTV video inspection, shall be measured and paid as per bid items, 1, 1-A, and 1-B.

The linear foot (LF) paid for this bid item, includes but is not limited to the following:

- A. Mobilization and Demobilization: The contract linear foot (LF) price paid for the bid item, shall include full compensation for furnishing all labor, materials, tools, and equipment necessary for mobilization as specified herein. Work includes, but not limited to, all 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 costs of obtaining bonds and insurance; and for the cost of preparation, submission, and re-submission of submittals.

No additional mobilization and demobilization are allowed regardless of the duration of the work as specified in this RFP.

- B. Traffic Control: The contract linear foot (LF) price paid for the bid item shall include full compensation for performing the scope of work specified in Section II "SCOPE OF WORK" and Exhibit "H", "TECHNICAL SPECIFICATIONS" and Exhibit "N" "CONSTRUCTION CONTRACT" of this RFP.

The contract unit price shall include full compensation for providing all labor, material, tools, equipment and appurtenances for traffic control, including but not limited to traffic control and detour plan submittals, signs, barricades, steel plates, maintaining traffic, lane closures, detours, and flagmen, in accordance with the Scope of Work and Technical Specifications and Construction Contract specified in this RFP.

No additional compensation shall be allowed to the Contractor for traffic control.

C. Implementation of BMP's:

The contract linear foot (LF) price paid for the bid item shall include full compensation for providing all labor, material, tools, equipment, and appurtenances for this bid item.

No additional compensation for the implementation of BMP's allowed.

D. CCTV Video Inspection:

The contract linear foot (LF) price paid for the bid item shall constitute full compensation for all labor, material, tools, equipment and appurtenances time and materials required to perform the CCTV inspection as specified in Section II "SCOPE OF WORK", Exhibit "H" "TECHNICAL SPECIFICATION" and Exhibit "N" "CONSTRUCTION CONTRACT" of this RFP.

Any additional existing storm drain pipe discovered during the inspection shall be inspected, and included in the final report and shall be paid under the bid item as additional linear foot inspected.

No additional compensation for the CCTV video inspection is allowed.

E. Final Report:

The contract linear foot (LF) price paid for the bid item shall constitute full compensation for all labor, material, tools, equipment, and appurtenances time and materials required to prepare the final report as specified in Section II "SCOPE OF WORK", Exhibit "H" "TECHNICAL SPECIFICATION" and Exhibit "N" "CONSTRUCTION CONTRACT" of this RFP.

No additional compensation is allowed for Preparing the Final Report.

EXHIBIT “H”

2023 STORM DRAIN SYSTEM CCTV VIDEO INSPECTION PROJECT TECHNICAL SPECIFICATIONS

SECTION 2- CCTV VIDEO INSPECTION

2.01 GENERAL

- A. Contractor shall provide the Town with copies of all CCTV operators' NASSCO certifications. All operators shall be certified.
- B. The video recordings shall be in color electronic data format and shall give clear video/pictures of conditions of pipelines requiring cleaning and any other structural problems. VHS recordings are not allowed.
- C. All data and video recording will become the sole property of the Town without restrictions of future use, duplication, modification, and dissemination. The Contractor shall have no vested rights to the completed work.
- D. The project data furnished by the Town to the Contractor for this work shall remain the property of the Town and shall be returned on termination of the contract. The Contractor may not distribute, sell or otherwise use data without the permission of the Town.
- E. The Contractor shall have the ability to communicate with its crew at all times (i.e. cellular phone, radio, etc.) to ensure that adequate communication exists between members of the crew.
- F. If the Contractor encounters a condition where public safety is threatened (such as, but not limited to, a pipe hole, pipe collapse, stoppage, and/or blockage) the Town's representative shall be notified immediately. Furthermore, the Contractor shall provide a visual record of the section of the line containing the condition within 8 hours to the Town.
- G. If the CCTV camera becomes lodged inside the storm drain and cannot be retrieved, the Contractor shall inform the Town immediately. It is the Contractor's responsibility to remove the camera and ensure that the storm drain is not damaged.

2.02 EQUIPMENT AND TV PICTURE QUALITY

- A. The Contractor's CCTV equipment shall include video cameras, a video monitor cable, power sources, and all other equipment necessary to perform the needed CCTV inspections.
- B. A backup camera shall be provided onsite at all times.
- C. The camera shall be specifically designed and constructed for the storm drain lines.
- D. The cameras shall be operative in 100 percent humidity conditions.
- E. CCTV inspections shall be performed using Pan-and-Tilt camera (with a minimum of 360x270-degree rotation) video system. The camera and video monitor shall produce a minimum 460 lines of resolution. Illumination sensitivity shall be 3 lux or less. During inspection, lighting intensity shall be adjusted to minimize reflective glare. Lighting and picture quality shall be adjusted to provide a clear, in-focus picture of the entire periphery of the pipeline for all conditions encountered. Camera focal distance shall be adjustable through a range from 25mm (1 inch) to infinity.

- F. All camera systems shall be able to navigate around minor objects, roots, and debris. The system used to move the camera through the pipe shall not obstruct the camera's view or interfere with proper documentation of the pipe conditions.
- G. Manual winches, power winches, TV cable powered rewind or other devices that do not obstruct the camera's view or interfere with proper documentation of the pipe conditions shall be used to move the camera through the line.
- H. The camera cable shall be retracted to remove slack and to ensure an accurate footage reading.
- I. The distance shall be measured between the center of the start manhole and the center of the finish manhole for a true measurement of the length of the pipe segment, as required by PACP. Distance shall be recorded in standard units and the video display readout shall display units to one-tenth of a foot.
- J. The cable footage-counter shall be accurate to plus or minus 2 feet per 1,000 feet. The Contractor shall calibrate their measuring device monthly with a known distance prior to starting the inspection and recording process.
- K. The camera lens shall be kept clear of condensation and debris during the CCTV inspection.
- L. A Nationally Recognized Testing Laboratory must approve all electrical equipment, including CCTV cameras, for use in a Hazardous location and wet environments. This equipment must be approved for use in Class I, Division I, Group 0 Hazardous Locations as defined by the National Fire Protection Association (NFPA) Code 820-1999.
- M. Contractor shall have replacement equipment available within twenty-four (24) hours in the event of equipment breakdown.
- N. To ensure peak picture quality throughout all conditions encountered during the survey, a variable intensity control of the camera lights and remote-control adjustments for focus shall be located at the monitoring station. Focal distance shall be adjustable. Continuously displayed on the monitors as part of the video presentation shall be the date of the survey, number designation of the manhole section being surveyed, and a Continuous forward read-out of the camera distance from the manhole of reference.

2.03 VIDEO LABELING REQUIREMENTS

- A. The naming of the video file shall be automatic, consisting of the "FROM MANHOLE" ID, "TO MANHOLE" ID, Pipe Identification Number (PID) and the eight-digit inspection date, as shown in the following example, or as specified by the Town:

B10106_B10105_1_20230721
(From MH_To MH_(PID)_YYYYMMDD)

- B. Each pipe segment (manhole to manhole) shall be identified with an initial text screen and completed in accordance with PACP's CCTV inspection form header format, as follows:

<u>Line</u>	<u>Number & Description</u>
Line 1:	Surveyed By
Line 2:	Street
Line 3:	Location Code*
Line 4:	Weather*
Line 5:	Direction of Survey (upstream/downstream)
Line 6:	Use of Storm Drain*
Line 7:	Pipe Material

Line 8:	Pipe Diameter/Height
Line 9:	Start Manhole Number
Line 10:	End Manhole Number
Line 11:	Pipe Identification Number (PID), (Upstream Manhole #_Downstream Manhole #)
Line 12:	Inspection Time/Date

Line items noted with an asterisk (*) are optional depending on the line capacity of the text overlay equipment.

- C. This data must completely match the data entered in the database header information.
- D. During the CCTV inspection, the video shall always show the following text :

<u>Line</u>	<u>Number Description</u>
Line 1:	Town of Colma
Line 2:	Start Manhole No./Direction of Inspection/End Manhole No.
Line 3:	Pipe Material/Pipe Size
Line 4:	Inspection Time/Date/Running Total/Footage Counter

2.04 CONDUCTING THE VIDEO INSPECTION

- A. Video inspection and reporting shall be submitted in a NASSCO-compatible format and transferrable to the Town's GIS database.
- B. The camera shall be lowered into the manhole or structure and placed into the pipe. The camera cable shall be retracted to remove slack to ensure an accurate footage reading. The cable footage- counter shall be reset to the distance between the centerline of the manhole and the front lens of the camera. The camera shall move through the pipeline in a downstream direction, whenever possible, at a maximum uniform rate of 30 feet per minute for all storm drain lines. The cable footage counter shall measure the distance between each inspection segment from centerline to centerline. The counter shall be accurate to less than one percent error over the measured distance.
- C. The camera shall stop at all significant observations to ensure a clear and focused view of the pipe condition. The observations shall also be noted on the inspection report with stationing referenced. These observations shall include, but not be limited to:

- Laterals - open or sealed
- Laterals - protruding or defective
- Cracks
- Offset joints
- Open joints
- Sags and/or standing water
- Line deviations
- Siphons
- Missing sections
- Infiltration
- Debris
- Grease
- Chemicals

- Roots
 - Vermin
 - PVC liner or weld strip defects
 - Missing Manholes or Junction Structures
 - Missing Cleanouts
 - Missing Catch Basins
 - Substandard Manholes
 - Manhole frames and covers
- D. The recorded files shall have a resolution of 775 by 516 pixels or better and an interlaced frame rate of a minimum of 30 frames per second.
 - E. The initial text screen shall appear no more than 15 seconds at the beginning of the video footage and shall appear before the 360-degree pan of the starting manhole.
 - F. The camera shall be moved through the line at a uniform rate stopping when necessary to ensure proper documentation of the storm drain's condition but in no case shall the television camera be pulled at a speed greater than thirty feet per minute (30 fpm).
 - G. The Contractor shall make a continuous color recording of each complete pipe inspection. The recording shall also be used as a permanent record of defects. Unless directed otherwise by the Town, the recording shall be MPEG 4.
 - H. Separate video and data files shall be created for each storm drain line segment. In case of reverse setup, such inspection shall be stored in separate video and data files.
 - I. The digital video recording shall include on-screen observation text and narrative for every observation recorded, in addition to the general descriptive text above.
 - J. If an undocumented manhole or structure is discovered during the inspection, then a separate inspection shall be started for the additional pipe segment. The Contractor shall notify the Town of the discovery as soon as practicable.
 - K. The Contractor shall pause the digital recording at any time if there is a delay in the inspection and restart the digital video recording in the same digital file. The pause shall in no way affect, freeze, or interrupt the reply of the video and shall not close the video file during the inspection.
 - L. During the CCTV inspection, the camera shall stop at all connections, defects, and significant observations to ensure a clear and focused view of the pipe condition and shall rotate the camera head at the defect to allow for close examination. The camera shall be panned to look up all connections.
 - M. All defects and significant observations shall include a text overlay and audio narrative of the recorded observation to supplement the CCTV inspection report log. The Contractor shall clearly identify on the audio portion of the video the date of the work and the location of the beginning and ending manholes complete with the street intersections and, where applicable, house numbers. The Contractor shall also clearly identify on the audio portion of the video all important features such as the location of all laterals, taps, breaks, roots, and other defects in addition to information identifying which structure-to-structure segment is being inspected. These features are to also be noted on the written video log.
 - N. If the television camera will not pass through the entire section, the Contractor shall re-set his equipment in a manner so that the inspection can be performed from the opposite maintenance hole. If the camera continues to fail to pass through the entire section, the Contractor shall notify the Town as soon as practicable.
 - O. A full 360-degree pan of all manholes starting from street level and proceeding to the bottom of the manhole is required. This video footage shall occur at the beginning of each pipe segment survey inspection. In instances when the manhole

is the terminating manhole, then the pan shall occur at the end of the pipe survey inspection.

- P. Video footage shall be taken centered on the pipe. The camera shall run along the invert of the pipe and not at its side unless it is passing a point obstacle. If extended driving on the side of the pipe is required, then either the pipe needs a more thorough cleaning, or an observation should be noted from the PACP codes describing the nature of the obstacle.
- Q. Reverse Setup: If during the inspection operation, the television camera cannot pass through the entire line section (obstruction, etc.), the Contractor will again set up their equipment in a manner so that the inspection can be performed from the opposite manhole. If the camera again fails to pass through the entire section, the Contractor will notify the City representative(s) immediately for further instructions. The cost for a reverse setup shall be included in the unit price provided.

When in the course of work flows are encountered that restrict the view of the line or structure then the Contractor shall notify the City of this condition for a determination if arrangements for bypass pumping or flow diversions are required or if the line should be worked on once the flows diminish, at a later time. All plugging and/or bypassing work shall be previously coordinated with and approved by the City at least 10 working days prior to the start of each job.

2.05 TRASH CONTROL/CAPTURE DEVICES

There are trash control devices, e.g. Connector Pipe Screens, installed in some areas of the Town. These devices will be removed by the Town prior to the start of CCTV inspection work. The Contractor shall coordinate with the Town as necessary regarding removal of these devices

2.06 PHOTO OBSERVATIONS

- A. Digital photographs in JPEG format shall be made of all recorded defect observations. These photographs will be computer generated with the use of the inspection reporting system software.
- B. All pictures shall be recorded as a JPEG image at a minimum resolution of 720X 540 pixels.
- C. At a minimum, all photographs shall be named consisting of the following descriptions: "FROM MANHOLE STATION NUMBER", "TO MANHOLE STATION NUMBER", the provided PID (Pipe Identification Number), eight-digit inspection date, and the defect 'station' location along the pipe. It is at the Contractor's discretion as to additional data information that may be needed in the naming of the files to make each file unique within the file naming constraints of their inspection software.
B10106_B10010_1_2023721_125_A.jpg
FromMHStation_ToMHStation_PID_YYYYMMDD_Defect Position_UniqueData
- D. A minimum of TWO photographs of each defect shall be taken, one with a perspective view and one with a close-up view.
- E. ONE photograph is required for each connection looking directly at the connection and each manhole observation from the bottom of the manhole looking up. At minimum, each connection must be verified to be in service or not.

2.07 TYPES OF PIPE (ABBREVIATIONS)

Acrylonitrile-butadiene-styrene (ABS)
Asbestos-Cement (AC)
Brick Pipe (BP)
Cast Iron Pipe (CIP)
Concrete Pipe (CP)
Corrugated Metal Pipe (CMP)
Polyethylene (PE)
Polyvinyl Chloride (PVC)
Reinforced Concrete (RC)
Reinforced Plastic Mortar (RPM)
Steel Pipe (SP)
Vitrified Clay Pipe (VCP)

2.08 TYPES OF STORM DRAINPIPE JOINTS

Asphaltic/Bituminous
Cement Mortar
Compression Gasket (e.g. O-ring, molded elastomeric seal)
Solvent Weld (e.g. ABS & PVC pipe)
Thermal Weld (e.g. Polyethylene pipe)

2.09 TYPES OF CONNECTIONS

Intruding Service Connection--is a building storm drainpipe or storm drain cross-connection inserted into the street storm drain (often through a hole broken through the side of the street storm drain) which intrudes into the storm drain

Saddle Tap--is a device used for a cut-in connection.
Tee--manufactured pipe fitting, enters pipe at 90 degree angle.
Wye--manufactured pipe fitting, enters pipe at less than 90 degree angle.

2.09 TYPE OF DEBRIS (in order of increasing difficulty of removal)

Sludge--organic materials
Silt--light soil
Mud--clay soil
Sand--sand, soil and grit
Gravel--smaller than 0.5 inch
Rocks--larger than 0.5 inch
Bricks
Grease
Roots
Root Curtains--growth fills most of the area above the water level
Root Blockages--growth fills the pipe and causes a stoppage.

2.10 VARIABLES THAT AFFECT THE DIFFICULTY OF TV INSPECTION

The Contractor shall be familiar with the many variables that may have an impact on his performance. Some variables applying to each manhole section to be inspected are as follows:

1. Locating, exposing, and removing manhole covers.

2. Access to manholes, terrain, and traffic control requirements.
3. Condition of the manholes, steps, cleanliness, structure
4. Depth of the storm drain (No entry to the structure is allowed unless fall protection is in place)
5. Off-set joints, intruding joint materials, intruding connections, curved pipe, crushed pipe, and other obstructions which could prevent the passage of the camera.
6. Cleanliness of the pipe and the presence of root curtains or mud, which could foul the camera lens.
7. Size of the pipe, 6 and 8-inch pipe is tight and may involve equipment clearance problems; 10 to 21-inch pipe is best for inspection; 24 to 36-inch pipe may require special illumination and skids.
8. Production is sensitive to the number of setups required; it is possible to televise 1000 feet in one direction from a single location when inspecting successive manhole sections. Random inspection of single manhole sections is more time-consuming.
9. Requirements for documentation by means of monitor photographs and videotape recording.
10. Weather conditions--rain affects the production rate.

2.11 SAMPLE SUBMITTAL

- A. The Contractor shall provide a sample submittal of the CCTV video file output, inspection log, digital photos, and inspection evaluation database before commencement of work. The video shall use the Town's naming convention. Town staff shall determine the typical video quality, quality of cleaning of the pipe, and judgment exercised on the evaluation of pipe condition. This submittal shall note any changes to these specifications listed regarding video format, compression or other conditions for review and approval by the Town.
- B. The Contractor shall furnish the Town Manager with a CCTV video file of an actual storm drain inspection which is satisfactory to the Town Manager and meets the job specifications for television inspection. This CCTV video file will become the property of the Town and will be used throughout the project as a standard that the contractor's video picture quality must meet.
- C. The audio portion of the composite signal shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of the oral report. Audio reports shall be recorded by the operating technician on the video file as they are being produced and shall include the location of the storm drain, the names or numbers of the manholes involved, a manhole-to-manhole direction of travel, and a description of the conditions in the storm drain line as they are encountered. The video recording and the monitoring equipment shall always have the capability to instantly review both video and audio quality of the video productions during the television survey.

2.12 SUBMITTAL

- A. The Contractor shall submit all electronic recordings, image files, and databases in a digital format. For the purpose of backup, a paper copy of the completed log sheets will be retained by the Contractor. The submittal contents are described in this section.
- B. Contractor shall provide an external hard drive containing the database, video, and photo files within one week of completion of the CCTV inspection at no cost to the Town.

- C. The hard drive submittal shall include the power cord and USB connection cable. The external hard and cables will become property of the Town.
- D. External hard drive(s), binder cover and binder spine label shall include the following information on computer-generated labels:
 - 1. Town of Colma
 - 2. General Contractor Name and Sub-contractor Name
 - 3. Project Name and Town Project No.
 - 4. Start Date of CCTV Inspections (e.g. MM/DD/YYYY)
 - 5. Finish Date of CCTV Inspections (e.g. MM/DD/YYYY)
- E. If requested by the Town, the Contractor shall have the ability to provide copies of said electronic recordings within 24 hours of the assignment.
- F. Contractor shall have all recording and necessary playback equipment readily accessible for review by the Town during the life of the contract. The recordings shall give clear pictures of conditions of pipelines requiring cleaning and any other structural problems. Recordings deemed unacceptable by the Town shall be reproduced at no cost to the Town.
- G. The data shall be followed within two weeks of completion of the CCTV inspection by a printed report in a hardcover white clear view 3-ring binder containing the following information:
 - 1. An executive summary for the CCTV Inspection.
 - 2. Written summary report that discusses scope of work.
 - 3. Storm drain maps and plans provided by the Town for purposes of the inspection.
 - 4. Footage calibration report for each camera used.
 - 5. PACP Certificate copies of all operators.
 - 6. Summary table, sorted by Start Manhole, of all pipeline segments inspected with the following fields in the order listed:
 - Column 1: Date and Time of Inspection
 - Column 2: Survey Operator
 - Column 3: Address
 - Column 4: Weather
 - Column 5: Direction of Survey
 - Column 6: Pipe Material
 - Column 7: Pipe Diameter
 - Column 8: Total Pipe Length (per as-built plan)
 - Column 9: Televised Length
 - Column 10: Start Manhole
 - Column 11: Stop Manhole
 - Column 12: Quick Maintenance Rating (per PACP)
 - Column 13: Quick Structure Rating (per PACP)
 - Column 14: Pipe Identification Number (PID)
 - 7. An observation table, sorted by Pipe Identification Number (PID), of all pipeline segments inspected with the following fields in the order listed. The observation table shall be accompanied by relevant photographs and schematics:
 - Column 1: Pipe Identification Number (PID)
 - Column 2: Position of Defect - Position
 - Column 3: Position of Defect - Clock
 - Column 4: Observation Code (per PACP)
 - Column 5: Observation Description (per PACP)
 - Column 6: Structural Grade (per PACP)

2.13 REVIEW OF VIDEO DOCUMENTATION

- A. All video documentation shall be reviewed by the Town for focus, lighting, clarity of view, and technical quality.
- B. Videos or photographs recorded while a camera has flipped over in the process Of traveling or the viewing of connection, obstructions, or defects are blocked by cables, skids or other equipment will not be accepted.
- C. Shape, focus, proper lighting, and clear, distortion-free viewing during the camera Operations shall be maintained. Failure to maintain these conditions will result in the rejection of the video and/or photographs by the Town.
- D. Videos or photographs recorded showing steam, inadequate lighting, or another poor Image quality will be cause for rejection by the Town.
- E. Any reach of storm drains where recording quality, inspection, and/or report is not acceptable to the Town according to this Specification shall be re-televised, or data modified at no additional cost to the Town.
- F. Loss of vertical hold which impacts the ability to read and interpret the video.
- G. Incorrect manhole identifications 'if it is not clear which line has been televised.
- H. Inaccurate footage readings. The footage measurements shall form the basis for possible subsequent storm drain line repair or rehabilitation work. Therefore any inaccuracy in the continuous footage measurement to a defect or any identifiable feature which leaves doubt as to the accuracy of the location of a specific defect or the total length of the manhole-to-manhole segment shall render the video of the line segment as unacceptable.
- I. Any other unidentifiable defect such as equipment interference or malfunction blurred or obscured images from an unknown source that detracts from the ability to read the video with reliable accuracy.

2.14 MEASUREMENT AND PAYMENT

Approximate quantities listed in the Notice to Contractors and quantities if listed for unit price items on the Bid Forms, are estimates given for comparing Bids, will be used to determine the lowest bid and for pricing changes to the Work. No claim shall be made against the City for excess or deficiency therein, actual or relative. Payment at bid prices agreed upon will be in full for the completion of all the work and will cover and compensate for mobilization, trash capture device uninstallation and reinstallation, all other expenditures incident to a satisfactory compliance with the Contract and furnishing all labor, materials, tools, equipment, traffic control, safety requirements, reports, supplies, hard drives and supervision to perform all work necessary to inspect the Town's storm drains.

EXHIBIT “I”

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Town four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Town and included as Exhibit “L” to the Contract. Failure to do so may, in the sole discretion of Town, result in the forfeiture of Contractor’s bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Town. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT “J”

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 NAME***]**

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT "K"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If this bid is due on or after March 1, 2015, then 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.

Contractor 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.

Name of Contractor: _____

DIR Registration Number: _____

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor 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.

Signature: _____

Name and Title: _____

Dated: _____

EXHIBIT “L”

PAYMENT AND PERFORMANCE BONDS

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 the **2023 STORM DRAIN SYSTEM CCTV VIDEO INSPECTION PROJECT** (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-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Town, its officers and agents, 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 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, 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 Documents, the Surety shall remedy the default pursuant to the Contract Documents, 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 Documents; or
- (2) 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.
- (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 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, 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.

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)

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

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:

2023 STORM DRAIN SYSTEM CCTV VIDEO INSPECTION PROJECT

(the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), 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 notarized 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 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)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

STATEMENT OF EXPERIENCE

1.

Proposer's Name	Company's Name
-----------------	----------------
2.

Business Address
3.

Business Telephone Number

From/To	City/Agency/Company	Contact Person	Contact Information	Contract Amount

Company

EXHIBIT “N”

SAMPLE OF CONSTRUCTION CONTRACT

TOWN OF COLMA CONSTRUCTION CONTRACT

2023 STORM DRAIN SYSTEM CCTV VIDEO INSPECTION PROJECT

1. PARTIES AND DATE.

This Contract is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] by and between the Town of Colma, a public agency and public corporation of the State of California ("Town") and [***INSERT NAME***], 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 public agency 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 duly licensed and experienced in providing [***INSERT DESCRIPTION OF PROJECT WORK***] related construction 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 it is familiar with the plans of Town. The following license classifications are required for this Project: [***INSERT LICENSE CLASSIFICATIONS***]

2.3 Project. Town desires to engage Contractor to render such services for the **2023 STORM DRAIN SYSTEM CCTV VIDEO INSPECTION PROJECT** ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, 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:

- Exhibit A (Location Map)
- Exhibits B through E (Existing Storm Drain System Layout Map)
- Exhibit F (Storm Drain Pipe Segments List and Dimensions)
- Exhibit G (Bid Items Quantity and Description)
- Exhibit H (Technical Specifications)
- Exhibit I (Special Conditions)
- Exhibit J (Contractor's Certificate Regarding Workers' Compensation)
- Exhibit K (Public Works Contractor Registration Certification)

- Exhibit L (Payment and Performance Bonds)
- Exhibit M (Statement of Experience)
- Exhibit N (Sample Construction Contract)
- Addenda
- Change Orders executed by the Town
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Town all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, 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, specifications, quantities, and estimates for the Work are further described in Exhibits "A" through "H", attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "I" attached hereto and incorporated herein by this reference.

3.2.1 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 writing by a valid change order executed by the Town. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Town may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the Town may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, 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 shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Town may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or

article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Town has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Town in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Town's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within 20 working days, for the base bid (Area 1 and Area 2) only and 10 additional working days for each Additive Alternate Bids A (Area 3) and B (Area 4) if awarded or subsequently added, 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" through "N" attached hereto, or may be provided separately in writing to 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. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Town as fixed and liquidated damages in the sum of five hundred dollar (\$500) 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.

3.4 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 any required 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 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 Contractor and shall not be re-employed on the Work.

3.5 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.

3.6 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 Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Town agrees to pay Contractor the Total Contract Price of _____ Dollars (\$_____.00) ("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.

3.7.2 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 the 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. Progress payment will not be signed as approved by the Town until the W-9 Form is submitted by contractor, preferably as soon as the contract agreement is signed.

3.7.3 Prompt Payment. 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. However, no progress payments will be made for Work not completed in accordance

with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 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 retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 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 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 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.

3.7.6 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 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 Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to 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. 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.

3.7.7 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.

3.7.8 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.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 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 "public works" and "maintenance" projects. Since the Services are being performed as part of 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. 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 Services available to interested parties upon request, and shall post copies at 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 claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 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. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 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 a penalty of \$25.00 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.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to Town, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years

as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor.

3.7.13 Contractor and Subcontractor Registration. 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. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "K" prior to contract execution.

3.7.14 Labor Compliance. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Town, or local agency regarding

discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Town and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, Town may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. Town reserves the right to defend any enforcement action brought against the Town for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Town for the costs (including the Town's attorney's fees) associated with, any settlement reached between the Town and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Town, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, Town will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 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, Contractor 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 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.

3.8.3 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 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 Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Town, Contractor shall be solely responsible for all costs arising therefrom. Town is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold Town, its officials, 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.

3.8.4 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, any required business license. While Contractor will not be charged a fee for any Town permits, Contractor shall pay the Town's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 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.

3.8.6 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.

3.8.7 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.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify Town against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When 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.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Resolution of Claims. Notwithstanding any other provision herein, all claims shall be resolved pursuant to the claims resolution process set forth in Public Contract Code Section 9204. Furthermore, the resolution of claims of \$375,000 or less shall also comply with the claims resolution procedures set forth in California Public Contract Code §§ 20104, et seq.

3.10.2 Third Party Claims. Pursuant to Public Contract Code Section 9201, the Town shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. The Town is entitled to recover its reasonable costs incurred in providing such notification.

3.10.3 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, claims and/or changed conditions, 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, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Town.

3.11 Loss and Damage. Except as may otherwise be limited by law, 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. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Town may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Town needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Town, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Town or the Town's agents, servants, or independent contractors who are directly responsible to the Town, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Town's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against Town or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Town or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Town for the cost of any settlement paid by Town or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Town's attorney's fees and costs, including expert witness fees. Contractor shall reimburse Town and its officials, employees, agents and authorized 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 not be restricted to insurance proceeds, if any, received by the Town, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, 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.

3.13.2 Minimum Requirements. Contractor shall, at its expense, 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 Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$5,000,000 per occurrence and \$5,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$5,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Town to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Town, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Town, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Town, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Town, its officials, employees, agents and authorized volunteers additional insured status 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; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of

subrogation; and (3) the insurance coverage shall be primary insurance as respects the Town, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Town, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Town, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled 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, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Town, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Town. Contractor 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 officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Town guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Town. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Town with original certificates of insurance and endorsements effecting 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 supplied or approved by the Town. All certificates and endorsements must 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.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Town, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Town in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Town, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Town in Exhibit "I" 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.

3.14.2 Performance Bond. If specifically requested by Town in Exhibit "I" 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.

3.14.3 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, 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. If Contractor fails to furnish any required bond, the Town may terminate the Contract for cause.

3.14.4 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.

3.15 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 to verify 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 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.

3.16 Employee/Labor Certifications.

3.16.1 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 "J" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 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.

3.16.3 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 and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 Town's Representative. The Town hereby designates the General Manager, 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.

3.17.2 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, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. 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.

3.17.3 Termination. This Contract may be terminated by Town at any time, either with or without cause, 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 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. 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.

3.17.4 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.

3.17.5 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, 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 Contractor, without further acknowledgment by the Parties.

3.17.6 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:

CONTRACTOR:

[***INSERT CONTRACTOR NAME AND ADDRESS***]
Attn: [***INSERT CONTRACTOR REP. NAME AND TITLE***]

TOWN:

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

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.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 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.

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

3.17.10 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Mateo, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 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.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and 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.

3.17.15 Conflict of Interest. Contractor maintains and 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 Agreement. 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 Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability.

For the term of this Contract, no official, 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. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Town's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 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.

3.17.16.2 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.

3.17.17 Authority to Enter 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.

3.17.18 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.

3.17.19 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 Town's Right to Employ Other Contractors. Town reserves right to employ other contractors in connection with this Project or other projects.

3.17.21 Federal Provisions. Not Applicable.

[SIGNATURES ON NEXT PAGE]

2023 STORM DRAIN SYSTEM CCTV VIDEO INSPECTION PROJECT

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE TOWN OF COLMA
AND [***INSERT CONTRACTOR NAME***]**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the
[***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

TOWN OF COLMA

[INSERT NAME OF CONTRACTOR]

By: _____
[INSERT NAME]
[INSERT TITLE]

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

By: _____
Town Attorney