

**CONTRACT DOCUMENTS INCLUDING:
ATTENTION BIDDERS
NOTICE TO CONTRACTORS
INSTRUCTIONS TO BIDDERS
BID PROPOSAL
GENERAL PROVISIONS
EXAMPLE AGREEMENT
CONTRACT DOCUMENTS**

FOR

**MARINWOOD CSD
EMERGENCY CREEK BANK SLIDE REPAIR WITH
RETAINING WALL**

**SAN RAFAEL, CALIFORNIA
(UNINCORPORATED MARIN COUNTY)**

Project Authorization:

Marinwood Community Services District

Board of Directors:

Sivan Oyserman	President
Lisa Ruggeri	Vice President
Christopher Case	Director
Kathleen Kilkenny	Director
Bill Shea	Director

District Manager:

Eric Dreikosen

August 9, 2023

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MARINWOOD COMMUNITY SERVICES DISTRICT
EMERGENCY CREEK BANK SLIDE REPAIR WITH
RETAINING WALL
SAN RAFAEL, CALIFORNIA
(UNINCORPORATED MARIN COUNTY)

Owner: Marinwood Community Services District
775 Miller Creek Road
San Rafael, CA 94903
Eric Dreikosen, District Manager
Phone: (415) 479-7751
Email: eric@marinwood.org

Engineer: Geomorph Design Group
2100 4th Street, #154
San Rafael, CA 94903
Matt Smeltzer, Principal
Phone: (510) 219-1064
Email: fluvialgeomorph@gmail.com

Geotechnical Engineer: Miller Pacific Engineering Group
504 Redwood Blvd., Suite 220
Novato, CA 94947
Eric Dabanian, GE
Phone: (415) 382-3444
Email: edabanian@millerpac.com

Building Envelope: Schatz Structures & Waterproofing, Inc.
1005 Northgate Drive, #180
San Rafael, CA 94903
Blake Schatz, S.E., RWC, Principal
Phone: (415) 798-8144
Email: bschatz@schatzstructures.com

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APPENDIX A – PUMP ROOM ENVELOPE REPAIR PLANS

<https://www.dropbox.com/scl/fi/gddc0xv34tblbzulhebcm/Appendix-A-Pump-Room-Envelope-Repair-Plans.pdf?rlkey=grbs79ulky6ipbfby6mkirilhu&dl=0>

APPENDIX B – SOLDIER-PILE RETAINING WALL PLANS

<https://www.dropbox.com/scl/fi/dkmgjd2h36ecu0jgwap6/Appendix-B-Soldier-Pile-Retaining-Wall-Plans.pdf?rlkey=80d8hw1inymv3zme7kunoo1ag&dl=0>

APPENDIX C – CREEK BANK SLOPE REPAIR PLANS

<https://www.dropbox.com/scl/fi/5xbx6of0yk8zie2z3kv4o/Appendix-C-Creek-Bank-Slope-Repair-Plans.pdf?rlkey=zolb6c6pxer0b7c1ze9ma99af&dl=0>

APPENDIX D – TECHNICAL SPECIFICATIONS

<https://www.dropbox.com/scl/fi/4lb5ak4wibsvhq2ybtisv/Appendix-D-Technical-Specifications.pdf?rlkey=1g14ryg5rr4xpsil7sdr7la0p&dl=0>

APPENDIX E – STRUCTURAL CALCULATIONS AND BORING LOG

<https://www.dropbox.com/scl/fi/2dzunfyy346nw5ruv8fo2/Appendix-E-Structural-Calculations-and-Boring-Log.pdf?dl=0&rlkey=6t0b7zybpcf04xzkmus1vjy8o>

ATTENTION BIDDERS

A. COMPLETENESS OF BID

Bidders should take care to complete all details in a legible manner in the bid documents. Failure to do so may be cause for rejection of the bid.

B. ENVIRONMENTAL CONTROL

The Contractor shall comply with all air pollution, water quality, and environmental control rules, regulations, ordinances and statutes which apply to the project and any work performed pursuant to the contract. Contractor shall comply with requirements and conditions of environmental permits issued by Army Corps of Engineers, NOAA National Marine Fisheries, California Department of Fish & Wildlife, and Regional Water Quality Control Board. Contractor shall comply with requirements and conditions of Marin County Construction (Building) Permit. Contractor shall obtain Encroachment Permit and gain approval for Traffic Control Plan from Marin County and comply with all requirements of those permits. Important: See Appendix D “Technical Specifications” SECTION 01 45 00 PERMITS for additional permit related control requirements for this project.

C. WAGE RATES

The Contractor's attention is directed to the applicability of State requirements concerning requirements for Wage Rates.

NOTICE TO CONTRACTORS

INVITING SEALED PROPOSALS OF BIDS

Sealed Proposals will be received by the Marinwood Community Services District located at 775 Miller Creek Road, San Rafael, CA 94903 by or before **2:00 pm Wednesday, September 6**. Any proposals received after this time will not be opened and will be returned. Timely received proposals will be collected by District staff at 2:00 PM and will be opened and read thereafter.

Project Title:

EMERGENCY CREEK BANK SLIDE REPAIR WITH RETAINING WALL

Project Description: **Base Bid:**

The work consists of furnishing all required labor, materials, transportation, equipment, incidentals, and services for construction of Creek Bank Slope Protection and Soldier-Pile Retaining Wall per Plans in Appendix B and Appendix C and Technical Specifications in Appendix D, including but not limited to:

Creek Bank Slope Repair

- Marin County Encroachment Permit
- Marin County-Approved Traffic Control Plan
- Mobilization
- Biological Supervision
- Creek Dewatering
- Sediment Control
- Bedrock Excavation (Hard Rock Excavation)
- Rock Rip-Rap Buttress
- Live Willow Brush-Layered Seeded Soil Lifts
- Seeded Fabric-Covered Soil Slope
- Boulder Anchored Large Wood Material
- Planting, Irrigation, and Maintenance

Soldier-Pile Retaining Wall

- Mobilization
- Clearing and Grubbing
- Temporary Benching & Shoring

- 18-inch Drilled Pier, 10-ft deep (7)
- 24-inch Drilled Pier, 14-ft deep (8)
- 18"x24" Grade Beam
- 24"x24" Grade Beam
- 8-inch Retaining Wall Stem
- Retaining Wall Backdrain & Backfill

In addition, there is 1 Additive Alternate Bid Item, as follows:

Add Alt 01 = Pump Room Envelope Repairs per Plans and Specifications contained in Appendix A.

Work shall be done in accordance with official plans and specifications. Electronic copies of the documents are available for download from the Marinwood CSD's website at:

<https://www.marinwood.org/contracts-rfp>

It is the responsibility of each prospective bidder to confirm his/her firm is on the planholder's list by emailing the District Manager at eric@marinwood.org to ensure receipt of any subsequent communications, such as Addenda. Partial sets of Bid Documents are not available from the Owner.

Contractors shall perform a *mandatory* site visit at the Contractor's convenience and submit the Verification of Site Visit form included in this Bid Packet with their bid.

Site Visit form must be signed off by the District Manager (Eric Dreikosen) or authorized representative.

A NON-mandatory pre-bid meeting will be held at 10:00 am on Tuesday, August 22, at the job site as located on the documents.

Award of contract, if awarded, will be to the responsible bidder with the lowest responsive bid whose proposal complies with prescribed requirements, and will be within twenty-one (21) days after receipt of proposals.

The Marinwood Community Services District reserves the right to reject any or all bids and the right to waive any irregularities.

The provisions of Public Contract Code 22300, regarding substitution of securities for monies withheld to ensure performance shall apply to this contract.

All Bidders shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the project and shall be skilled and regularly engaged in the general class or type of work called for under the Contract

Pursuant to Labor Code Section 1771.1 and subject to exceptions set forth by that section, no contractor or subcontractor may be listed on a bid proposal unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, and no bid shall be accepted nor contract or subcontract be entered into without proof of the contractor's or subcontractor's current registration to perform public work pursuant to Labor Code Section

1725.5. Any work performed on the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor is required to submit all certified payroll records directly to the Department of Industrial Relations in electronic format. Any bidder or contractor not properly licensed with the State of California shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of the contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

Bids are required for the entire work described herein. This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

The successful bidder shall furnish a payment bond and a performance bond.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates for Marin County where the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Department of Public Works, and are also available at the State of California Division of Labor Statistics and research web site at www.dir.ca.gov/dlsr/pwd/northern.html.

INSTRUCTIONS TO BIDDERS

- A. **MINIMUM QUALIFICATIONS** – All bidders must demonstrate qualifying experience of the Contractor and/or Subcontractors in writing included in their sealed bid a list of successfully completed similar projects with features similar to the project bid items: Retaining Walls, Boulder-Anchored Large Wood Material, Planted Rock Rip-Rap, Live Willow Brush Layered Soil Lifts.
- B. **ELIGIBILITY**- All bidders must be Contractors holding a valid Class A license to perform the required work as provided by the Business and Professions Code, and may be required to submit evidence to the Marinwood Community Services District as to their ability, financial responsibility, and experience, in order to be eligible for consideration of their proposal.
- C. **PROPOSAL GUARANTY**- All bids must be submitted on the proposal Form contained herein and shall be accompanied by a Proposal Guaranty of at least ten (10%) of the base bid. Guaranties shall be in the form of a certified or cashier's check or Bid Bond payable to the Marinwood Community Services District. Failure of the successful bidder to execute and return the contract, or to file acceptable bond, as required, within the time allotted shall be cause for the annulment of the award and forfeiture of the Proposal Guaranty.
- D. **BID BONDS** - The bid bond of bidders, other than the successful bidder, may be retained by the Marinwood Community Services District for a period of thirty (30) days after award or until fifteen (15) days after the successful bidder executes the contract and furnishes bonds, whichever occurs first. If a bidder to whom the contract is awarded fails, or refuses, to execute the contract within fourteen (14) days of notice of award, as herein provided, the District may award to the next responsible bidder with the lowest responsive bid and apply the bid bond of the bidder failing, or refusing, to execute contract as herein required. The bid bonds of bidders to whom no award was made will be returned upon request.
- E. **BIDS AND BID OPENING** – The Base Bids and Add Alternate Amounts will be read at the Bid Opening. Bids are required for Base Bids and Add Alternates as described herein, and neither partial nor contingent bids will be considered. Bidders will be at liberty to inspect and review the bids electronically via email request to the Marinwood Community Services District for the purpose of checking **after the bids have been publicly opened.**

- F. ADDENDUM - Every interpretation of the specifications, changes, additions or corrections will be in the form of an addendum to the contract documents, and when issued will be on file for download at the Marinwood Community Services District's website at least one working day before bids are opened. In addition, all addenda will be sent to each person holding contract documents but it shall be the bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda.
- G. TIME LIMIT AND LIQUIDATED DAMAGES – The Project must take place within the dates set forth in governmental permits. Subject to permit date limitations, all work involving creek dewatering and operating equipment on the dewatered creek bed must be completed before October 31st. The retaining wall and add option building envelope repairs must be completed within 90 consecutive calendar days from the date of the Notice to Proceed. "Calendar days" is defined as all days in a month, including weekends and holidays and is consecutive calendar days. Planting, irrigation, and maintenance must be completed by January 15th.

The Contractor shall pay to the Marinwood Community Services District the sum of **\$1500** per each and every calendar day delay in finishing the work beyond the date prescribed above. No work may be performed outside of permit allowance dates under any circumstances. It is understood that additional crews may be needed to complete the work within the timeline specified.

- H. LEGAL REQUIREMENTS – The attention of bidders is directed to the provisions of the specifications regarding legal relations and responsibility.
- I. SPECIFICATIONS – Questions regarding the bid packet shall be addressed to Eric Dreikosen, Marinwood Community Services District, 775 Miller Creek Road, San Rafael, CA 94903. Phone: 415-479-7751, Email: eric@marinwood.org. Questions regarding the plan drawings and specifications shall be addressed to the Engineer stated on specific plan sheets. Questions will be answered by an Addendum during the time of bidding and will be incorporated into the Contract. Any questions received less than three (3) days before bids close cannot be answered. Neither the Marinwood Community Services District nor the Engineer(s) will be responsible for any oral interpretations during the bidding period.
- J. CONTRACT BOND DOCUMENTS – The Contractor whose bid is accepted shall furnish the following bonds to Marinwood Community Services District (at no expense to Marinwood Community Services District), executed by a responsible surety in a form acceptable to the Marinwood Community Services District:

- a) Performance Bond
- b) Labor and Materials Bond

The Performance Bond shall be in an amount equal to one hundred percent (100%) of the total amount bid by the Contractor in their proposal.

The Labor and Materials Bond shall be in an amount equal to one hundred percent (100%) of the total amount bid by the Contractor in their proposal.

- K. EMPLOYEES AND NON-DISCRIMINATION – Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOV. CODE, SECTION 129990)**

Your attention is called to the “Nondiscrimination” clause, set forth in Section 7-1.02I(2), of the Standard Specifications, which is applicable to all-nonexempt state contracts and subcontracts, and to the "Standard California Non-discrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

Contractor shall not discriminate against any employee or applicant because of race, religion, color or national origin. This shall include employment, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other compensation, and selection for training and apprenticeship. Contractor shall post, in conspicuous places during the period of contract and available to applicants for employment, notices setting forth the provisions of this clause.

Contractor shall insert the foregoing provisions in all subcontracts there under, except subcontracts for standard commercial supplies or raw materials. The hiring of all labor for work shall be in accordance with applicable directives of the Fair Employment Practices Commission of the State of California.

Contractor shall cooperate fully with Marinwood Community Services District and affected Unions to promote and insure the maximum employment of minorities in accordance with State Standard Specifications, Section 7-1.02I(2), "Nondiscrimination," in all phases and at all levels of the work.

- L. APPRENTICESHIP - Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them.

Section 1777.5; as amended requires the Contractor or subcontractor employing tradesmen in any apprentice able occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
2. When the number of apprentices in training in the area exceeds a ratio of one to five, or
3. When the trade can show that it is replacing at least 1/30th of its membership through apprenticeship training on an annual basis statewide or locally, or
4. When the assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

The Contractor is required to make contributions to funds established for the administration of apprenticeship program if he employs registered apprentices or journeymen in any apprentice able trade on such contracts and if other Contractors on the public works site are making such contributions. The Contractor and any subcontractor under him shall comply with the requirements of Section 1777.5 and 1777.6 in the employment of apprentices.

- M. PREVAILING WAGES – In compliance with the provisions of Section 1776 of the Labor Code of the State of California, as amended, the Contractor and each of his subcontractors shall keep an accurate payroll record, showing the name, address, social

security number, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker employed by them in connection with the Project. Said records shall be available for inspection at all reasonable hours, and copies shall be made available to the employer or his authorized representative, the State Division of Labor Standards Enforcement, the State Division of Apprenticeship Standards, and the Marinwood Community Services District.

Attention is directed to Section 7-1.02K(2) "Wages", of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for Marin County where the work is to be completed, are available at the Marinwood Community Services District office, the Department of Public Works for the County of Marin, and are also available at the State of California Division of Labor Statistics and research web site at www.dir.ca.gov/dlsr/pwd/northern.html. These wage rates are not included in the bid package of plans and specifications for the project nor in the Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

**MARINWOOD COMMUNITY SERVICES DISTRICT
EMERGENCY CREEK BANK SLIDE REPAIR WITH
RETAINING WALL
BID PROPOSAL**

The Undersigned, as Bidder, doing business under the firm name of:

Name of Bidder:

Business Address:

Having carefully examined your Invitation for Bids, Instructions to Bidders, Specifications and Drawings and the Addenda listed below, and having examined the site of the work and all conditions affecting it, the undersigned proposes to furnish all labor, materials, plant, equipment and services and to perform all work necessary and incidental to the work as described in strict accordance with the above documents including Addenda numbered for consideration of the unit prices and extensions set forth in the following schedule:

Base Bid: Creek Bank Slope Protection and Soldier-Pile Retaining Wall per Plans in Appendix B and Appendix C and Technical Specifications in Appendix D, in accordance with the following Schedules of Values:

CREEK BANK SLOPE REPAIR					
<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Subtotal</u>
<u>1</u>	<u>Mobilization</u>	<u>1</u>	<u>LS</u>		
<u>2</u>	<u>Biology, Creek Dewatering, and Sediment Control</u>	<u>1</u>	<u>LS</u>		
<u>3</u>	<u>Bedrock Excavation</u>	<u>32</u>	<u>CY</u>		
<u>4</u>	<u>Rock Rip-Rap Buttress</u>	<u>1</u>	<u>LS</u>		
<u>5</u>	<u>Planted Rock Slope</u>	<u>1</u>	<u>LS</u>		
<u>6</u>	<u>Live Willow Brush-Layered Seeded Soil Lifts</u>	<u>1</u>	<u>LS</u>		
<u>7</u>	<u>Seeded Fabric-Covered Soil Slope</u>	<u>1</u>	<u>LS</u>		
<u>8</u>	<u>Boulder-Anchored Large Wood Material</u>	<u>1</u>	<u>LS</u>		
<u>9</u>	<u>Planting, Irrigation, and Maintenance</u>	<u>1</u>	<u>LS</u>		
		<u>SUB-TOTAL:</u>			

SOLDIER-PILE WALL (RETAINING WALL)					
<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Subtotal</u>
<u>1</u>	<u>Mobilization</u>	<u>1</u>	<u>LS</u>		
<u>2</u>	<u>Clearing and Grubbing</u>	<u>1</u>	<u>LS</u>		
<u>3</u>	<u>Temporary Benching & Shoring</u>	<u>1</u>	<u>LS</u>		
<u>4</u>	<u>18-Inch Drilled Pier, 10-Ft Deep</u>	<u>7</u>	<u>EA</u>		
<u>5</u>	<u>24-Inch Drilled Pier, 14-Ft Deep</u>	<u>8</u>	<u>EA</u>		
<u>6</u>	<u>18"x24" Grade Beam</u>	<u>37.5</u>	<u>LF</u>		
<u>7</u>	<u>24"x24" Grade Beam</u>	<u>47.5</u>	<u>LF</u>		
<u>8</u>	<u>8-Inch Retaining Wall Stem</u>	<u>521</u>	<u>SF</u>		
<u>9</u>	<u>Retaining Wall Backdrain & Backfill</u>	<u>1</u>	<u>LS</u>		
		<u>SUB-TOTAL:</u>			

BASE BID TOTAL AMOUNT: \$ _____

Additive Bid Item - Add Alt 01: required labor, materials, transportation, equipment, incidentals, and services for construction of Pump Room Envelope Repairs per Plans and Specifications contained in Appendix A, complete for the lump sum of:

PUMP ROOM ENVELOPE REPAIRS

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Subtotal</u>
1	Pump Room Envelope Repairs	1	LS		
TOTAL:					

The undersigned agrees that, if this Proposal is accepted, the undersigned will execute a Contract with the **Marinwood Community Services District** within seven (7) days from the date of the mailing of the notice of award to the bidder to the address given by them.

If the Proposal is accepted, the undersigned agrees to start work within fourteen (14) calendar days of issuance of the Notice to Proceed. It is also agreed that all work included in the specifications and drawings shall be completed in accordance with the timing and deadlines stated within the Instructions to Bidders Item G.

The undersigned proposes, upon award of the Contract, to furnish a performance bond in the amount of one hundred percent (100%) of the amount of the Contract and the required payment (material and labor) bond in the amount of one hundred percent (100%) of the amount of the Contract.

As a guarantee that the terms of this Proposal will be complied with, the undersigned submits herewith a Proposal guarantee in the amount of ten percent (10%) of the total bid, an executed Fair Employment Practices Certificate, and executed statement of subcontractors and an executed Non-Collusion Affidavit.

ADDENDA ACKNOWLEDGEMENT

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

Addendum #1 _____

Dated: _____

Addendum #2 _____

Dated: _____

Addendum #3 _____

Dated: _____

Addendum #4 _____

Dated: _____

Addendum #5 _____

Dated: _____

Addendum #6 _____

Dated: _____

STATEMENT OF SUBCONTRACTORS
For
MARINWOOD COMMUNITY SERVICES DISTRICT
MILLER CREEK BANK STABILIZATION & RETAINING WALL

The bidder is required to state below the name and address of each subcontractor and the portion of the work each subcontractor will perform:

Subcontractor name, address, license #	Subcontractor work
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Respectfully submitted,

Official Address: _____ Firm: _____

By: _____

Title: _____

Date: _____

No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) bid for the same project unless such alternate bids are called for. However, a person, firm or corporation who has submitted a sub-proposal to one bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

If this proposal is accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid with surety satisfactory to the District within three (3) working days of notice of award, the District may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Marinwood Community Services District.

It is hereby agreed that the undersigned, as bidder, shall furnish a faithful performance bond of the total amount of this proposal and a labor and materials bond in the amount of one hundred percent (100%) of the total amount of this proposal to the Marinwood Community Services District and at no expense to said Marinwood Community Services District, in the event that this proposal is accepted by said Marinwood Community Services District.

SUBCONTRACTS

The following "Specialty Item" of work is hereby exempted from percentage requirements of work performed by the Contractor's own organization and workmen under his immediate supervision:

NONE

VERIFICATION OF SITE VISIT

The bidder hereby verifies that they have visited the Marinwood Community Services District Miller Creek Stabilization & Retaining Wall site at 775 Miller Creek Road, San Rafael, CA 94903, on

Date

and have inspected the planned project areas.

Name of Bidder

Signature of Bidder

Confirmed by:

Signature of Owner or Authorized Representative

LIST OF SUBCONTRACTORS/APPRENTICES

The bidder shall here give a list of his proposed subcontractors. The information presented below must embrace the names and addresses of all subcontractors and a description of the work to be performed by each.

<u>SUBCONTRACTOR ADDRESS</u>	<u>LICENSE NUMBER</u>	<u>DESCRIPTION OF WORK</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The bidder shall indicate if the use of apprentices is planned and indicate how many and for what trades.

PLANNED APPRENTICES

TRADE/DESCRIPTION OF WORK

_____	_____
_____	_____
_____	_____
_____	_____

NOTE: NO SUBSTITUTION OR ADDITIONS MAY BE MADE WITHOUT PRIOR WRITTEN APPROVAL

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED
WITH BID**

State of California)

County of _____) ss.

To the MARINWOOD COMMUNITY SERVICES DISTRICT

_____, being first duly sworn, deposes and says that

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

Note: The above Non-collusion Affidavit is part of the Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Notary Seal

Signature of Notary Public

Signature of Document Signer

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

Currently, Standard Form 100 (EE0-1) is the only report required by the Executive Orders or their implementing regulations.

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

SUBCONTRACTOR DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Subcontractor, under penalty of perjury, certifies that, except as noted below, they or any other person including subcontractors associated therewith in the capacity of owner, partner, director, officer, manager:

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

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

Authorized Representative:

Name (typed)	Signature
Title	Date
Name of Company	Project Name

BIDDER SHALL INCLUDE A SIGNED DEBARMENT AND SUSPENSION CERTIFICATION FOR EVERY SUBCONTRACTOR LISTED IN THE BID. FAILURE TO INCLUDE SUBCONTRACT CERTIFICATION MAY DEEM A BID NON-RESPONSIVE.

Notes: The certification of this provision is a material representation of fact upon which reliance was placed. Providing false information may result in criminal prosecution or administrative sanctions and the termination of the contract for default.
The Contractor may submit the signed SUBCONTRACTOR DEBARMENT AND SUSPENSION CERTIFICATION form(s) up to 48 hours after the bid opening.

NOTICE

Section 7028.15 of the Business and Professions Code provides that it is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a Contractor within the state without having a license therefore except in certain cases.

Therefore, you must sign one of the following two statements:

1. I am familiar with the provisions of Section 7028.15 of the California Business and Professions Code in my opinion the following exceptions contained within the Code section apply:

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

Executed this _____ day of _____, at _____, California.

(Signature)

2. I am a licensed Contractor possessing the following license, the number of which is _____, the license expiration date is _____.

I declare under penalty of perjury that the foregoing is true and correct. Executed this _____ day of _____, at _____, California.

(Signature)

ANY BID NOT CONTAINING THE FOREGOING INFORMATION, OR A BID CONTAINING INFORMATION WHICH IS SUBSEQUENTLY PROVEN FALSE, SHALL BE CONSIDERED NON-RESPONSIVE AND SHALL BE REJECTED BY THE PUBLIC AGENCY.

PUBLIC CONTRACT CODES

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, explain the circumstances on a separate sheet of paper and attach it after this page.

Public Contract Code Section 10232 Statement

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statements and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

BID BOND
MARINWOOD COMMUNITY SERVICES DISTRICT
EMERGENCY CREEK BANK SLIDE REPAIR WITH RETAINING WALL

KNOW ALL PERSONS BY THESE PRESENTS, that Marinwood Community Services District (“District”), a local government agency located in the County of Marin, State of California, has received a Proposal from _____, (hereinafter designated as “PRINCIPAL”), whereby PRINCIPAL agrees to enter into a Contract with the District for the improvements more particularly described in all documents forming the complete Contract entitled MILLER CREEK BANK STABILIZATION & RETAINING WALL which said complete Contract is hereby referred to and made a part hereof; and

WHEREAS, said PRINCIPAL is required to furnish a bond in connection and with said Proposal, provided that if said PRINCIPAL fails or refuses to enter into said Contract, the Surety of this bond will pay the District the amount hereinafter set forth.

NOW, THEREFORE, we the PRINCIPAL and _____, as Surety, are held and firmly bound unto Marinwood Community Services District in the penal sum of \$ _____, lawful money of the United States, being not less than ten percent (10%) of the estimated Contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said PRINCIPAL, his/her/its heirs, executors, administrators, successors or assigns, shall fail to enter into said Contract, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney’s fee in such suit, which fee shall be fixed by the Court.

AS FURTHER TERMS OF THIS BOND, IT IS UNDERSTOOD AS FOLLOWS:

- (a) If said Proposal shall be rejected, or in the alternative;
- (b) If said Proposal shall be accepted and the PRINCIPAL shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said proposal) and shall furnish a bond for his/her/its faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal; then, this obligation shall be void, otherwise the same

shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the District may accept such Proposal; and said Surety does hereby waive notice of any such extension.

PROVIDED FURTHER, that no final settlement between the District and PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOTE: To be signed by PRINCIPAL and Surety and acknowledgment and Notarial seal attached.

(SEAL)

PRINCIPAL

By: _____
Title:

SURETY

By: _____
Title:

(Address of Surety)

Accompanying this proposal is _____.
(Notice: Insert the words "Cash \$ _____", "Cashier's Check", "Certified Check," or "Bidder's Bond.") in the amount equal to at least 10 percent of the total of the bid.

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

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names.

ADDENDA: This Proposal is submitted with respect to the changes to the contract included in addenda numbers) _____.
(Fill in any addenda numbers if addenda have been received.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

SIGN HERE:

Signature of Bidder: _____

Date: _____

Business address: _____

Business Phone No.: _____

Place of business: _____

Place of residence: _____

GENERAL PROVISIONS

A. DEFINITIONS AND TERMS

DISTRICT: District shall mean the Marinwood Community Services District, acting as the public entity awarding this contract by action of the Board of Directors sitting as the governing body.

STANDARD SPECIFICATIONS: Standard Specifications shall mean the most current Standard Specifications of the State of California, Business, Transportation and Housing Agency, Department of Transportation (Caltrans), as of the date of the contract, with the exception that Appendix D – “Technical Specifications” shall take precedence where applicable.

STANDARD PLANS: Standard Plans shall mean the most current standard plans of the State of California, Business and Transportation Agency, Department-of Transportation, as of the date of the contract with exception that Appendix A, Appendix B, and Appendix C – “Plan Sheets” or “Drawings” shall take precedence where applicable.

UNIFORM CONSTRUCTION STANDARDS: Uniform Construction Standards shall mean the most current Uniform Construction Standards approved and adopted by the County of Marin, as of the date of the contract.

CONTRACT DOCUMENTS: The work shall conform to the requirements of all the following contract documents:

Instruction to Bidders.

Project Plans.

These specifications, including the Notice to Contractors.

The Proposal and the Contract (or Agreement).

The two (2) contract bonds required herein.

Any supplemental agreements amending or extending the work.

Any working drawings, sketches, or instructions clarifying or enlarging upon the work specified herein.

Pertinent portions of any other documents included by reference thereto in these specifications, the Standard Specifications, or the Plans.

The Standard Specifications, insofar as they may apply. The Standard Plans, insofar as they may apply.

The Uniform Construction Standards, insofar as they may apply.

In case of conflict between the Standard Specifications and these following provisions, these provisions shall take precedence over and be used in lieu of such conflicting portions. It is the intent of this contract to obtain a finished, workmanlike job, complete in place.

B. PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder's attention is directed to the provision of Section 2 of the Standard Specifications as modified herein, with the exception that Appendix D – “Technical Specifications” shall take precedence where applicable.

All proposals shall be made in strict accordance with the Instructions to Bidders.

The Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the Marinwood Community Services District.

The Contractor further agrees, that within ten (10) calendar days after being notified in writing by the Marinwood Community Services District of any work not in accordance with the requirements of the Contract or any defects in the work, they will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time. In the event the Contractor fails to comply, it does hereby authorize the Marinwood Community Services District to proceed to have such work done at the Contractor's expense and he will honor and pay the costs and charges upon demand. The Marinwood Community Services District shall be entitled to all costs and expenses, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

No person, firm, or corporation shall be allowed to make, file or be interested in more than one (1) bid for the same project unless such alternate bids are called for. However, a person, firm or corporation who has submitted a sub-proposal to one bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

C. AWARD AND EXECUTION OF CONTRACT

Attention is directed to the provisions of Section 3 of the Standard Specifications and the following provisions:

The District has elected to let this contract under the terms and provisions of the State Contract Act, as provided in Section 10180 of the Public Contract Code.

In the State's Standard Specification Section 3-1.04, "Contract Award" is amended to read:

3-1.04 Contract Award - The right is reserved to reject any and all proposals. The award of the contract, if it were awarded, will be to the lowest responsible bidder with the lowest responsive bid whose proposal complies with all the requirements prescribed. Such award, if made, will be made within sixty (60) days after the opening of the proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the Marinwood Community Services District and the bidder concerned.

A responsible bidder is defined by the California Public Contract Code section 1103 as "a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform this public works contract."

A responsive bid is a solicited bid that has been determined to be in conformation with the conditions, completion or delivery requirements, and specifications that are set forth in the solicitation for bid. Responsive bids are those that are submitted in accordance with the instructions contained herein and that promise to do what the bidding instructions require. Responsive bids are those submitted on time; contain complete information, and required submittals and/or supporting documentation.

All bids will be compared on the base bid amount.

Upon execution of the contract by the Contractor and the Marinwood Community Services District, the Contractor shall furnish the Marinwood Community Services District (1) a Certificate of Consent to self-insure issued by the Director of Industrial Relations, or (2) a Certificate of Workers' Compensation Insurance issued by an admitted insurer, or (3) an exact copy or duplicate thereof certified by the Director or the insurer.

D. TIME LIMIT AND LIQUIDATED DAMAGES

The Contractor shall commence work and complete the project, in accordance with the time limits specified in the Instructions to Bidders.

The Contractor shall notify the District, in writing, three (3) calendar days in advance of the time that he plans to commence work.

Reference is made to Section 8 of the Standard Specifications, Prosecution and Progress, which provisions, except as modified herein and the Instructions to Bidders shall apply in case of failure to complete the work within the time limits specified. On the project to be constructed under these specifications, it has been determined that Marinwood Community Services District will be damaged to the extent of the amount specified in the Instruction to Bidders for each day of delay in completing the work in excess of the number of days specified, and the Contractor agrees to pay liquidated damages at that rate per day for any such delay. However, the Contractor shall not be assessed liquidated damages for delay in completion when such delay was caused by failure of the Marinwood Community Services District or the owner of any utility to provide for removal or relocation of existing utility facilities.

Attention is directed to Section 8-1.07, fourth paragraph, of the Standard Specifications and the following:

It shall be within the authority of the Project Engineer(s) to decide whether or not an increase in the number of working days will be granted and this decisions shall be final and conclusive on both parties to the contract and if such increase is granted, the Contractor will not be assessed with liquidated damages nor the cost of engineering and inspection during such increase.

E. SCOPE OF WORK

Reference is made to Section 4 of the Standard Specifications with the exception that Appendix D – “General Conditions and Project Specifications” shall take precedence where applicable.

F. PROGRAMMING OF WORK

Within one (1) week after the signing of the contract, the Contractor shall submit to the District, in chart form, a practical schedule of operations, giving the estimated times that each part or class of work will be or has been started or completed (including procurement of materials, plant and equipment). The schedule must be legible. The Contractor may be required to adjust elements of his/her schedule at the District’s direction.

G. CONTROL OF WORK

Reference is made to Section 5 of the Standard Specifications with the exception that Appendix D – “General Conditions & Project Specifications” shall take precedence where applicable.

H. CONTROL OF MATERIALS

Reference is made to Section 6 of the Standard Specifications with the exception that Appendix D – “General Conditions & Project Specifications” shall take precedence where applicable.

I. LEGAL RELATIONS AND RESPONSIBILITY

In connection with laws to be observed and responsibility of the Contractor, attention is directed to Section 7 of the Standard Specifications, and to the laws therein referred to, all of which are applicable to this contract.

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

Reference is made to the list of General Prevailing Wage Rates established by the Director of the Department of Industrial Relations, State of California. Said rates apply to this project. Copies of said Wage Rates are available as specified in the Notice to Contractors.

For any classification not included in the list, the minimum wage shall be the general prevailing rate for the County of Marin (“County”).

The Contractor shall adhere to all labor compliance regulations related to work in excess of eight hours in any single workday as described by the time in Section G of these General Provisions, and all other labor related requirements so much as they apply.

In case it becomes necessary for the Contractor or any subcontractor to employ on the work under this contract any person in a trade or occupation not covered on the list of prevailing wage rates, (except executive, supervisory, administrative, clerical, or other non-manual workers as such), the Contractor shall immediately notify the District who will promptly thereafter determine the prevailing rate for such additional trade or occupation applicable to

the latest collective bargaining agreements and shall furnish the Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

The District may request at any time, and the Contractor shall provide, certified payroll records indicating all wages paid to all workmen on the project for the time period requested.

- J. ARBITRATION -- The last paragraph in Section 9-1.22, "Arbitration," of the Standard Specifications is amended to read:

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said regulations. A Complaint in Arbitration by the Contractor shall be made not later than 180 days after the date of service in person or by mail on the Contractor of the final written decision by the Marinwood Community Services District on the claim.

The written notice of potential claim shall be submitted to the District prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the District, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

The written notice of potential claim shall be submitted on Form CEM-6201 furnished by the Marinwood Community Services District and shall be certified with reference to the California False Claims Act, Government Code Sections 12650- 12655. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 days of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of his actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.

It is the intention that differences between the parties arising under and by virtue of the contract be brought to the attention of the District at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the Marinwood Community Services District that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the Marinwood Community Services District to be pertinent to the potential claim, available to the Marinwood Community Services District for inspection and copying.

K. PROSECUTION AND PROGRESS

Reference is made to Section 8 of the Standard Specifications with the exception that Appendix D – “General Conditions & Project Specifications” shall take precedence where applicable.

The provisions of this section not modified by the Agreement or Contract shall apply to this project.

No subcontractor will be allowed on the project who is not listed in the List of Subcontractors contained in the Proposal, unless approved in advance and in writing by the District.

Neither the contract, nor any monies due, or to become due, under the contract, may be assigned by the Contractor without the prior consent and approval of the District, nor in any event without the consent of the Contractor's surety or sureties, unless such surety or sureties have waived their right to notice or assignment.

L. MEASUREMENT AND PAYMENT

1. Payment

The Contractor shall provide a detailed schedule of values for General Contractors labor and material installation and his Subcontractors. This schedule of values will be the reference for determining and verifying the General Contractors monthly progress payment requests.

Reference is made to Section 9 of the Standard Specifications and the following provisions:

- a) The Marinwood Community Services District may withhold from any estimate

due the Contractor, a sum sufficient to protect the Marinwood Community Services District from loss on account of (a) defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims, (c) failure of Contractor to make payments properly to subcontractors, or for material or labor, (d) a reasonable doubt that the contract can be completed for the balance then unpaid, (e) failure of Contractor to complete work on time or (f) damage to another Contractor on the project, which amounts withheld will be paid upon removal of grounds for withholding payment.

- b) Reference is made to Section 9-1.16, "Partial Payments." The Standard Specifications is amended to read:

Attention is directed to the prohibitions and penalties pertaining to unlicensed Contractors as provided in Business and Professions Code Section 7028.15a: and 7031.

Partial payments shall cover work completed through the 25th calendar day of each month for contracts where the number of working days exceeds twenty (20). For partial payment purposes, "work completed" shall be determined as set forth in Special Conditions, paragraph SC.26, and a request for partial payment may be initiated by application of the Contractor to the Project Engineer.

When partial payments are to be made, the District shall submit to the Contractor, on Marinwood Community Services District forms, an estimate of the total amount of work accomplished, which will show the computed amount due less a retention which shall be 5% of the value of the work accomplished, unless otherwise indicated in the Special Provisions. No partial payments will be made for materials stored on the job but not yet installed, unless otherwise provided in the Special Provisions.

Upon receipt of the estimate from the District, the Contractor shall submit a covering invoice to the Marinwood Community Services District, and upon receipt of the Marinwood Community Services District will promptly schedule payment.

2. Final Payment

Upon satisfactory completion of the work, the District shall submit to the Contractor a final estimate of all work accomplished. The Contractor shall then submit his final invoice to the Marinwood Community Services District, and the District will then recommend acceptance of the work. Notice of Completion will be filed and retention of monies will be made upon acceptance of the work as required by the laws of the State of California relating to the

mechanic's liens. All monies due in excess of the retention shall be paid to the Contractor upon acceptance of the work by the District.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

In the absence of a formal claim filed by the Contractor, the final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefor.

Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications is amended to read:

9-1.17D Final Payment and Claims. -After acceptance by the District, the District will make a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate or a written statement of all claims arising under or by virtue of the contract so that the District receives such written approval or statement of claims no later than close of business of the thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of such written approval or statement of claims by the District shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a notice or protest is required under the provisions in Sections 4-1.05, "Changes," 8-1.07, "Delays," 8-1.10, "Liquidated Damages," 4-1.06, "Differing Site Conditions," 5-1.36A and 5-1.36D, "Utility and Non-Highway Facilities," unless the Contractor has complied with the notice or protest requirements in said sections.

On the Contractor's approval, or if they file no claim within said period of 30 days, the District will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the District will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 5-1.27, "Records," and 9-1.21, "Clerical Errors."

If the Contractor within said period of 30 days files claims, the District will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the Marinwood Community Services District will pay the sum so found to be due. Such semifinal estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Sections 5-1.27, "Records," and 9-1.21, "Clerical Errors."

Claims filed by the Contractor shall be in sufficient detail to enable the District to ascertain the basis and amount of said claims. If additional information or details are required by the District to determine the basis and amount of said claims, the Contractor shall furnish such further information or details so that the information or details are received by the District no later than the fifteenth day after receipt of the written request from the District. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of such information or details by the District shall not be later than close of business of the next business day. Failure to submit such information and details to the District within the time specified will be sufficient cause for denying the claim.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The District or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the District to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code, Section 12650 et. Seq., the

undersigned, _____,
(Name)

_____ of
(Title)

(Company)

hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated _____

/s/ _____

Subscribed and sworn before me this _____ day of _____

Notary Public

My Commission Expires _____

Failure to submit the notarized certificate will be sufficient cause for denying the claim. Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the Marinwood Community Services District at its discretion.

Any costs or expenses incurred by the Marinwood Community Services District in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the Marinwood Community Services District within the meaning of the California False Claims Act.

The District Manager of the Marinwood Community Services District will make the final determination of any claims which remain in dispute after completion of claim review by the District. A board or person designated by said District Manager of the Marinwood Community Services District will review such claims and make a written recommendation thereon to the District Manager. The Contractor may meet with the review board or person to make a presentation in support of such claims.

Upon final determination of the claims, the District will then make and issue its final estimate in writing and within 30 days thereafter the Marinwood Community Services District will pay the entire sum, if any, found due thereon. Such final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work

done and the compensation payable therefor, except as otherwise provided in Sections 5-1.27, "Records," and 9-1.21, "Clerical Errors."

3. Alternate Withholdings

The Contractor may elect to receive 100% of payments due under this contract, without retention of any portion of the payment by the Marinwood Community Services District, excepting withholdings as set forth in Paragraph J. 1. If the Contractor elects to receive full payments, he shall at his own expense and, at the time of contract award, deposit securities equivalent to 10% of the award amount with the Marinwood Community Services District in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the Marinwood Community Services District's Auditor, whose decision on valuation of the securities shall be final. Attention is directed to Article 9-1.065 of the Standard Specifications.

M. INDEMNITY AND INSURANCE REQUIREMENTS

For the purpose of this Section L, "Indemnity and Insurance Requirements", and this section only, "Marinwood Community Services District" shall mean the public entity awarding this contract by action of the Board of Directors sitting as the governing body of such public entity.

1. Indemnity

Contractor shall effectively protect and guard Marinwood Community Services District, its officers, agents, and employees, from any liability as a consequence of any willful act, negligent act or non-negligent act or omission by the Contractor, any of the Contractor's employees or agents, or any subcontractor, and shall be responsible for any and all damage, injury, or death to persons, or damage to property. Contractor shall indemnify, defend and hold Marinwood Community Services District, Geomorph Design Group, Miller Pacific Engineering Group, Schatz Structures and Waterproofing, Inc., and associated consultants from any and all claims, suits, actions, costs, and liability ensuing in connection with the performance of the contract, or failure to protect the safety of workers or the general public, regardless of the existence of or degree of fault or negligence on the part of the Marinwood Community Services District or the Contractor, subcontractor, or any employee of any of these, other than the active negligence of the Marinwood Community Services District, its officers, or employees or consultants.

In those instances where the Marinwood Community Services District has obtained

"Rights of Entry" from private property owners upon whose property it will be necessary for the Contractor to enter to perform the work to be done under the contract, Contractor shall indemnify such property owners in the same manner as the Marinwood Community Services District is indemnified.

2. Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- i. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01 or equivalent.)
- ii. Insurance Service Office form number CA 00 01 (Ed. 01/87 or equivalent) covering Automobile Liability, Code 1 "any auto" with endorsement CA 00 29 (auto contractual).
- iii. Worker's Compensation insurance as required by the State of California and Employers Liability Insurance with limit of \$1,000,000. If there is an exposure of injury to employees under the U.S. Longshoremen's and Harbor Workers Compensation Act, the Jones Act or under laws, regulations or statues applicable to maritime employees, coverage shall be included for such injuries or claims. Contractor is responsible for determining if there is an exposure to such an injury and agrees to indemnify Marinwood Community Services District, Geomorph Design Group, Miller Pacific Engineering Group, Schatz Structures and Waterproofing, Inc., and associated consultants for all claims arising out of such an injury.

b. Minimum Limits of Insurance

Contractor shall maintain limits of no less than:

- i. General Liability: General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial

General Liability insurance has a general aggregate limit, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. Should any of the work involve any owned or operated watercraft, liability arising out of such watercraft shall be insured by Commercial General Liability Insurance or by equivalent insurance such as Protection and Indemnity Insurance.

- ii. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Marinwood Community Services District. At the option of the Marinwood Community Services District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Marinwood Community Services District or the Contractor shall provide a financial guarantee satisfactory to the Marinwood Community Services District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- i. The Marinwood Community Services District, its officials, employees and volunteers, Geomorph Design Group, Miller Pacific Engineering Group, Schatz Structures and Waterproofing, Inc., and associated consultants and their respective officers and employees, are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. This Additional Insured requirement can be provided in the form of an endorsement to the Contractor's insurance (using either the Marinwood Community Services District 's prepared form or using ISO form CG 20 10 11 85 or equivalent).
- ii. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Marinwood Community Services District, its officials, employees or volunteers, Geomorph Design Group, Miller Pacific

Engineering Group, Schatz Structures and Waterproofing, Inc., and associated consultants and their respective officers and employees. Any insurance or self-insurance maintained by the Marinwood Community Services District shall be excess of the Contractor's insurance and shall not contribute with it.

- iii. The workers' compensation policy is to contain, or be endorsed to contain the following provision: The workers' compensation policy shall contain a waiver of subrogation in favor of the Marinwood Community Services District.
- iv. Contractor shall advise District in writing if any insurance coverage or policy is suspended, voided, canceled by either party, or reduced in coverage or in limits.

e. Rights of Entry

All private property owners granting "Rights of Entry" for construction of the work shall be covered as insureds under the same coverage as provided the Marinwood Community Services District as respects their ownership of the property and the work done thereon.

f. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Companies writing the insurance under this article shall be licensed to do business in the State of California or be permitted to do business under the Surplus Line Law of the State of California.

g. Verification of Coverage

Contractor shall furnish the Marinwood Community Services District with original signed certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Marinwood Community Services District or on other than the Marinwood Community Services District's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Marinwood Community Services District before work commences. The Marinwood Community Services District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage. required by these specifications at any time.

h. Subcontractors

Contractor shall require all its subcontractors to name Contractor and Marinwood Community Services District and Geomorph Design Group, Miller Pacific Engineering Group, Schatz Structures and Waterproofing, Inc., and associated consultants as additional insureds under its general liability policy and Contractor shall require all its subcontractors to furnish separate certificates and endorsements. All coverages for subcontractors shall be subject to all of the requirements stated herein. Contractor shall be responsible for collecting and verifying the evidence of insurance from its subcontractors.

N. FORCE ACCOUNT AND EQUIPMENT RENTAL

Attention is directed to the provisions of Section 9-1.04 and 9-1.04D of the Standard Specifications with the exception that Appendix D – “General Conditions & Project Specifications” shall take precedence where applicable.

O. SANITARY FACILITIES & STORM WATER POLLUTION PREVENTION

The Contractor shall provide all necessary sanitary disposal (toilet) accommodations for the use of all workmen on the job site and shall maintain the same in a clean and sanitary condition.

The intent of these provisions is to enforce federal, state, and other local agencies regulations designed to eliminate storm water pollution. Storm drains discharge directly to creeks and the Bay without treatment. Storm water pollution due to construction operations shall be controlled by keeping pollution out of storm drain systems, reducing the exposure and discharge of materials and wastes to storm water, and by reducing erosion and sedimentation.

In this section, the term "storm drain system" shall refer to any storm water conduits, storm drain inlets and other storm drain structures, street gutters, channels, watercourses, creeks, lakes and the Bay.

1. **Material Storage.** The Contractor shall comply with the following practices for materials storage:

The Contractor shall propose designated areas of the project site, for approval by the District, suitable for material delivery, storage, and waste collection that, to the maximum extent practicable, are near construction entrances and at least 10' away from catch basins, gutters, drainage courses, and creeks.

During wet weather or when rain is forecast within 72 hours, the Contractor shall store

materials that can contaminate rainwater or be transported by storm water or other runoff to the storm drain system inside a building or cover them with a tarp or other waterproof material secured in a manner that would prevent any of the materials from contacting the rainwater.

The storage and disposal of all hazardous materials such as paints, thinners, solvents, and fuels; and all hazardous wastes such as waste oil, must meet all federal, state, and local standards and requirements.

2. **Street Sweeping.** At the end of each working day or as directed by the District, the Contractor shall clean and sweep roadways and on-site paved areas of all materials attributed to or invoiced in the work. The Contractor shall not use water to flush down streets in place of street sweeping.
3. **Hazardous/Waste Management.** The storage and disposal of all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels; and all hazardous wastes, such as waste oil and antifreeze; shall comply with all federal, state, and local standards and requirements. When rain is forecast within 72 hours or during wet weather, the District may prevent the Contractor from applying chemicals in the outside areas.
4. **Spill Prevention and Control.** The Contractor shall take any and all precautions to prevent accidental spills during the work under this contract. The Contractor shall keep a stockpile of spill cleanup materials such as rags or absorbents, readily accessible on-site. In the event of a spill, the Contractor shall immediately contain and prevent leaks and spills from entering the storm drain system, and properly clean up and dispose of the waste and clean up materials. If the waste is hazardous, the Contractor shall comply with all federal, state and local hazardous waste requirements.

The Contractor shall not wash any spilled material into the streets, gutters, storm drains, or creeks.

5. **Trench De-watering Operations.** All water produced from any dewatering operation must be de-silted prior to discharging it into the storm drain system through filtering materials methods meeting the Association of Bay Area Governments (ABAG) Standards for Erosion & Sediment Control Measures and/or through methods and procedures described in the California Storm Water Best Management Practice Handbook - Construction Activity (latest edition).

The Contractor shall reuse the water for other needs, such as dust control and irrigation,

to the maximum extent practicable. The rinse water shall be permitted to infiltrate in dirt area or shall be discharged to the sanitary sewer with permission of the Agency which owns the sewer.

6. **Creek Dewatering.** Creek dewatering shall be by gravity bypass such that incoming Miller Creek water is bypassed through the work area and completely discharged clean to Miller Creek downstream from the work area under the supervision of Subcontractor Qualified Biologist and in demonstrated compliance with all permit conditions and requirements.
7. **Grading and Excavation Operations.** The Contractor shall implement sedimentation and erosion control measures to prevent sediments or excavated material from entering the storm drain system.

The erosion and sedimentation control materials and methods shall be in accordance with ABAG Standards for Erosion and Sediment Control Measures and/or the procedures and methods described in the California Storm Water Best Management Practice Handbook –Construction Activity (latest edition). All erosion controls shall comply with Marin County requirements as referenced in the drawings, specifications, and by Marin County Department of Public Works standards.

8. **Vehicle/Equipment Cleaning.** The Contractor shall not perform vehicle or equipment cleaning on site or in the street using soaps, solvents, degreasers, steam cleaning equipment, or equivalent methods. Due to the sensitive environmental nature of the site, all cleaning of the Contractors vehicles or equipment, including clean-water wash off, must take place off-site and comply with County of Marin regulations.

The Contractor shall not dispose of any wash water from the cleaning of equipment and tools to the sanitary sewer or to the adjacent creek or directly on the site.

If using oil-based paint, the Contractor shall filter the paint thinner and solvents for reuse and dispose of the waste thinner and solvent, and sludge from cleaning of equipment and tools as hazardous waste.

9. **Vehicle/Equipment Maintenance and Fueling.** The Contractor shall not perform any maintenance and/or fueling of vehicles or equipment on the site and will not allow run-on of storm water or runoff of spills onto the ground, creek, sanitary sewer, or storm drains.

The Contractor shall clean up leaks and spills of vehicle or equipment fluids immediately

and dispose of the waste and cleanup materials as hazardous waste.

The Contractor shall inspect vehicles and equipment arriving on-site for leaking fluids and shall promptly remove such vehicles and equipment from the site until properly repaired at a remote location. Drip pans shall not be allowed as a temporary measure or substitute for properly functioning vehicles and equipment. The Contractor shall comply with Federal, State and other local agencies for above ground storage tanks.

10. Contractor Training and Awareness. The contractor shall train employees/subcontractors on the water pollution prevention requirements and all other environmental controls contained in these provisions and the Contract Documents. The Contractor will provide documentation to the District verifying that all required training has been completed, and will attend any additional training by the District, Engineer(s), and/or County of Marin staff. The Contractor shall inform all subcontractors of the water pollution prevention contract requirements and all other environmental controls and include appropriate subcontract provisions to ensure that these requirements are met.

Full compensation for conforming to the provisions herein specified shall be considered as included in the prices paid for the contract items or work involved in compliance with said provisions and no additional compensation will be allowed therefore unless specified as part of a contract item.

P. FINAL CLEANUP

Final cleanup shall conform to the requirements of Section 4-1.13 of the Standard Specifications and full compensation therefor will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

Q. FINAL INSPECTION

When the work covered by the project is substantially completed the Contractor shall notify the District, in writing, that the work will be ready for final inspection on a definite date which shall be stated in such notice. The notice shall be given at least five (5) days prior to the stated date for final inspection. If the District determines that the status of the work is as represented, they will make the arrangements necessary to have final inspection commenced on the date stated in such notice, or as soon thereafter as is practicable.

R. AUTHORITY OF DISTRICT AND CONDUCT OF WORK

Attention is directed to the provisions in Section 5, "Control of Work," of the Standard Specifications and these Special Provisions with the exception that Appendix D – "General Conditions & Project Specifications" shall take precedence where applicable.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications and the general provisions, the Contractor shall apply to the District for such further explanations as may be necessary and shall conform to them as part of the contract, so far as may be consistent with the original specifications; and in the event of any doubt of questions arising regarding the true meaning of the specifications, reference shall be made to the District, whose decision shall be final.

The Contractor shall be entirely responsible for any damage to roads, driveways, or property due to hauling, excavating, or other causes attributable to the work, and all such damaged portions shall be repaired when directed and as required to place them in as good a condition as existed before commencement of the work.

S. OVERTIME, WEEKEND WORK, AND LEGAL HOLIDAYS

Marinwood Community Services District inspection personnel will be available as required during normal working hours from 7:00 A.M. to 5:00 P.M. In the event that Contractor wishes to schedule overtime work after 5:00 P.M. or before 7:00 A.M. or Saturday or District holidays, he/she shall make arrangements with the District at least forty-eight (48) hours in advance of such overtime work. In the event that the District is unable to schedule the necessary personnel the Contractor's request may be denied and no work shall be performed outside of normal working hours unless the work is of an emergency nature. At no time shall work take place outside of workday, time or calendar date limits which may be set forth in the governmental permits for the Project.

District offices may be closed on holidays.

T. PROTECTION OF UNDERGROUND FACILITIES

The Contractor shall call Underground Service Alert at 1-800-227-2600 at least five (5) days prior to construction and 48 hours prior to any excavation.

U. SOUND CONTROL REQUIREMENTS

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

Contractor will adhere to all additional measures required by the Marin County Planning Commission Resolution No. PC20-004 included in the Contract Documents.

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

The noise level from the Contractor's operations, between the hours of 9:00 P.M. and 6:00 A.M., shall not exceed 86 decibels at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

V. CONSTRUCTION MATERIALS AND TESTING

Attention is directed to Section 6 of the Standard Specifications with the exception that Appendix D – “Technical Specifications” shall take precedence where applicable. The Contractor shall furnish all materials required for this project.

All materials incorporated in the project shall meet the requirements of the tests specified in the Standard Specifications and other minimum requirements specified therein or in these specifications.

The Contractor, shall at no additional expense to the Marinwood Community Services District, furnish certificates of inspection or laboratory reports from a reputable testing or inspection agency as to compliance with the specifications and the composition, durability and performance of any items as required in the Technical Specifications herein.

Required test reports on any material must be submitted and approved by the District or Engineer before incorporating that material in the work. All materials shall be adequately identified by tags or by other means as that material which has been tested and approved. Lack of proper identification shall be considered adequate cause of rejection of any material

which cannot be properly inspected on the job.

The Marinwood Community Services District reserves the right to make such additional inspection or test as it may require prior to acceptance of any material and also reserves the right to reject any material previously approved because of serious defects or damage discovered subsequent to such approval. Any materials rejected by the Marinwood Community Services District shall immediately be removed from the job site, and no payment will be allowed.

W. PUBLIC CONTRACTS CODE 7104: EXCAVATIONS DEEPER THAN FOUR FEET

7104. Contracts for digging trenches or excavations; notice on discovery of hazardous waste or other unusual conditions; investigations; change orders; effect on contract.

Any public contract of a local entity which involves digging trenches or other excavations that extend deeper than four feet below the surface shall contain a clause which provides the following:

- (a) That the Contractor shall promptly, and before the following conditions are disturbed, notify public entity, in writing, of any:
 - i. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - ii. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - iii. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) That the local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

- (c) That, in the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

X. ARCHAEOLOGICAL DISCOVERIES

The Contractor shall conform to paragraphs g-1 and h-1 on p10 of Marin County Planning Commission Resolution No. PC20-004 included in the Contract Documents and pause work in the vicinity of discoveries until they can be appropriately assessed. All articles of archaeological interest which may be uncovered by the Contractor during the progress of the work shall be reported immediately to the District. The further operations of the Contractor with respect to the find will be decided under the direction of the District.

Y. INTEGRATED PEST MANAGEMENT (IPM)

A. Integrated Pest Management

The Contractor shall be required to strictly adhere to the guidelines established in the Marinwood Community Services District's Integrated Pest Management (IPM) Ordinance and Policy, approved by the Board of Directors. Material for weed eradication and pest control shall be only those listed in the District's approved list and categories III and IV herbicides, non-corrosive, non-staining, and shall not leave a flammable residue. Pesticides shall be Environmental Protection Agency and California Department of Agriculture approved and used in strict accordance with manufacturer's label, recommendations, Federal, State, and local laws. All requests for application must be submitted to the District four calendar days prior to posting. Requests must include a map of the area, material requested to be used and dates of application requested. All applications must be approved by the District in writing and applicators must have a signed Pest Control Recommendation before application. Four (4) days prior to any pesticide application, any area to receive a pesticide application shall be posted to notify the public except those areas specifically noted in the Ordinance. Chemical application must use least toxic methods and be used as the last resort and only with written approval Failure to comply with the Marinwood Community Services District IPM Ordinance & Policy may result in fines of up to \$200.00 per incident and/or contract

termination. The current IPM policy and Ordinance is available at this website:
https://www.marinwood.org/sites/default/files/mcsd_ipm_policy_adopted_2-9-16.pdf

B. List of Materials

Within thirty (30) days after award, the successful bidder shall furnish to the District for approval a list of fertilizers, herbicides, insecticides, and other chemicals he proposes to use at each work site. He shall also furnish a sample label and a MSDS for each product. Contractor shall use only District approved materials.

C. Records

Contractor is required to maintain records of pest control activities. Contractor shall submit reports on a monthly basis to the District if fertilizers, herbicides, insecticides, and other chemicals were used at the work site. Reports are to include the date, name of the pest, the site/location the work was done, name of technician performing the work and corrective action taken. If a pesticide was used, the product name, the amount applied and the area treated must also be reported.

Z. SPECIAL CONDITIONS (“SC.1” THROUGH “SC.15” INCLUSIVE)

SC.1 Scope

Base Bid: The work consists of furnishing all required labor, materials, transportation, equipment, incidentals, and services for construction of Creek Bank Slope Protection and Soldier-Pile Retaining Wall per Plans in Appendix B and Appendix C and Technical Specifications in Appendix D.

In addition, there is one (1) Additive Alternate Bid Item, as follows:

Add Alt 01 = Pump Room Envelope Repairs per Plans and Specifications contained in Appendix A

SC.2 Character of Materials

-Not Applicable-

SC.3 Permits

The District will secure all necessary governmental permits for construction. These permits

and the conditions contained therein are incorporated as conditions of this Contract by reference. The Contractor shall familiarize himself with the requirements and conditions of each permit and agrees to fulfill the operating requirements and conditions of each permit. Without limitation, permit conditions may include specific date windows for pollution control and environmental protection measures, and the like.

SC.4 Environmental Protection Requirements

The Contractor shall provide and maintain during the life of the contract, environmental protective measures. Also, provide environmental protective measures required to correct conditions, such as oil spills or debris that occur during the construction operations. Comply with Federal, State, and local regulations pertaining to water, air, and noise pollution.

SC.5 Schedule

All construction must take place within the dates set forth in governmental permits. Subject to permit date limitations, all work included in the specifications and drawings re. creek bank slope repair (Appendix C) and soldier-pile retaining wall (Appendix B) shall be completed within 90 consecutive calendar days from the date when any equipment is staged on site. Work requiring creek dewatering and operating equipment on the channel bed may need to be completed by October 31, according to environmental permit conditions, with weather-dependent weekly extensions granted by permit agencies, if and as needed. Planting, irrigation, and maintenance work related to the creek bank slope repair must be completed during the period from November 15 to January 15.

SC.6 Time for Completion

In case the work must be suspended due to a regulatory agency constraint or constraints, and without fault or delay by Contractor for such suspension, the time for completion will be extended by an amount of time at least equal to that lost due to the time the constraint or constraints were in effect and consideration shall be given to any time which might be required for re-mobilization.

SC.7 Drawings

All work shall be in accordance with this Specification and the Contract Drawings:

MARINWOOD COMMUNITY SERVICES DISTRICT

APPENDIX A – PUMP ROOM ENVELOPE REPAIR PLANS

<https://www.dropbox.com/scl/fi/gddc0xv34tblbzulhebcm/Appendix-A-Pump-Room-Envelope-Repair-Plans.pdf?rlkey=grbs79ulky6ipbfbby6mkrihu&dl=0>

APPENDIX B – SOLDIER-PILE RETAINING WALL PLANS

<https://www.dropbox.com/scl/fi/dkmgjd2h36ecu0jgwwap6/Appendix-B-Soldier-Pile-Retaining-Wall-Plans.pdf?rlkey=80d8hw1inymv3zme7kunoo1ag&dl=0>

APPENDIX C – CREEK BANK SLOPE REPAIR PLANS

<https://www.dropbox.com/scl/fi/5xbx6of0yk8zie2z3kv4o/Appendix-C-Creek-Bank-Slope-Repair-Plans.pdf?rlkey=zolb6c6pxer0b7c1ze9ma99af&dl=0>

APPENDIX D – TECHNICAL SPECIFICATIONS

<https://www.dropbox.com/scl/fi/4lb5ak4wibsvhq2ybtisv/Appendix-D-Technical-Specifications.pdf?rlkey=1g14ryg5rr4xpsil7sdr7la0p&dl=0>

APPENDIX E –STRUCTURAL CALCULATIONS AND BORING LOG

<https://www.dropbox.com/scl/fi/2dzunfyy346nw5ruv8fo2/Appendix-E-Structural-Calculations-and-Boring-Log.pdf?dl=0&rlkey=6t0b7zybpcf04xzkmus1vjy8o>

SC.8 Protection of Structures

Reasonable and proper care in the preparation and execution of the work shall be used to assure the stability and integrity of utilities, other structures, landscaping, and fencing lying within or adjacent to the work site as they may be jeopardized by the operations of construction or moving or mooring of equipment.

The Contractor shall thoroughly familiarize himself with the locations of all structures within and adjacent to the work site, including underground utilities, to insure that none are

damaged during the conduct of the work. The Contractor shall make good all damage resulting from the conduct of the work or the moving of his/her equipment.

SC.9 Hard Material

-Not Applicable-

SC.10 Misplaced Material

Should the Contractor, during the progress of the work, lose, or misplace any material, machinery or appliance, which in the District's opinion may be dangerous to or obstruct or may be otherwise objectionable, the Contractor shall recover and remove it promptly. The Contractor shall give immediate notice, with description and location of such obstructions, to the District and, when required, shall mark such obstructions until they are removed. Should the Contractor refuse, neglect or delay compliance with this requirement, such obstructions may be marked and/or removed by the District and the cost of such marking and/or removal may be deducted from any money due or to become due the Contractor or it may be recovered under his bond.

SC.11 Removal of Equipment

Upon completion and acceptance of the work, the Contractor shall promptly remove all their equipment, debris and ancillary equipment and facilities placed or used by them under the Contract. No equipment or plant shall be adjacent to the project site or within any portion of the Marinwood area at the conclusion of the work for longer than 3 days upon project completion as determined by the Engineer(s).

SC.12 Time of Work

The Contractor will be allowed to work between the hours of 7:00 am and 6:00 pm, Mondays through Fridays, unless otherwise constrained by the terms of the County of Marin Construction Permit or regulations. Contractor to verify hours with the Building Permit Inspection Division of the County of Marin. No night, Saturday, Sunday or holiday work will be allowed **“without express written permission of the Marinwood Community Services District”**.

SC.13 Operations Plan

Prior to the commencement of work, the Contractor shall submit a project operations plan detailing the following items:

1. **Project Approach:** Specify where the project will start and where it will finish. Include a weekly schedule based on production and timing. The project approach shall describe the sequence of work. Approach shall specify which equipment shall be used including call names or model names of said equipment. The District and/or Project Engineer(s) reserves the right to require additional details and methodology should they find what is provided by the Contractor is unsatisfactory.
2. **Staffing Plan:** Contractor shall provide the names and roles of each person assigned to the project. This shall include but not be limited to employees, equipment operators, subcontractors, and a single point project manager. Contact information for the project manager shall be provided and include a cell phone number which can be reached during operating hours.

SC.14 Final Examination and Acceptance

The work will be accepted by segments as defined in Paragraph SC.15, Payment, below. As soon as possible after the completion of each segment, the work will be thoroughly examined before any segment is accepted as complete.

SC.15 Payment

Upon the Engineer's acceptance of the project, the District will make payment (subject to the Contract's retention provision) to the Contractor for the project, and release the Contractor from further obligation on the project. The intent of this paragraph is to pay and release the Contractor from work performed. Final payment shall be paid subject to Engineer's acceptance of all of the work and final review.

AA. CALIFORNIA PUBLIC RECORDS ACT (CPRA)

Contractor acknowledges and agrees that District is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information is submitted to District, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY" and identify the specific lines containing such information. In the event of a request for such information, District will make reasonable efforts to provide notice to Contractor prior to any disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, then Contractor is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Marin County before District's deadline to respond to the CPRA request. If Contractor fails to obtain such remedy, District may disclose the requested information without penalty or liability.

Contractor further agrees that it shall defend, indemnify and hold District harmless against any claim, action or litigation (including, but not limited to all judgements, costs, fees and attorneys' fees) that may result from denial by District of a CPRA request for information arising from any representation, or any action (or inaction) by Contractor.

**MARINWOOD CSD
EMERGENCY CREEK BANK SLIDE REPAIR WITH
RETAINING WALL**

**CONTRACT SECTION INCLUDED FOR INFORMATION ONLY AND IS NOT TO BE
COMPLETED WITH THE BID**

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023, by and between the MARINWOOD COMMUNITY SERVICES DISTRICT, hereinafter called "Owner" or "District" and _____ hereinafter called "Contractor."

WITNESSETH:

That the Owner and the Contractor for the considerations stated herein, agree as follows:

ARTICLE I. SCOPE OF SERVICES

1. The Contractor shall perform everything required to be performed as described in **Exhibit "A"** attached and shall provide and furnish all the labor, materials, necessary tools, equipment, and services required to complete all the work, in accordance with requirements contained in the contract documents therefore entitled, "**EMERGENCY CREEK BANK SLIDE REPAIR WITH RETAINING WALL**", 775 Miller Creek Road, San Rafael, CA 94903. Contractor shall furnish all materials, labor and equipment and perform the work for the construction of **EMERGENCY CREEK BANK SLIDE REPAIR WITH RETAINING WALL** (sometimes hereinafter called the "work") at a site in the vicinity of Marinwood, all in accordance with the attached specifications and drawings:

a. PUMP ROOM ENVELOPE REPAIR PLANS

<https://www.dropbox.com/scl/fi/gddc0xv34tblbzulhebcm/Appendix-A-Pump-Room-Envelope-Repair-Plans.pdf?rlkey=grbs79ulky6ipbfby6mkrihu&dl=0>

b. SOLDIER-PILE RETAINING WALL PLANS

<https://www.dropbox.com/scl/fi/dkmgjd2h36ecu0jgwwap6/Appendix-B-Soldier-Pile-Retaining-Wall-Plans.pdf?rlkey=80d8hw1inymv3zme7kunoo1ag&dl=0>

c. CREEK BANK SLOPE REPAIR PLANS

<https://www.dropbox.com/scl/fi/5xbx6of0yk8zie2z3kv4o/Appendix-C-Creek-Bank-Slope-Repair-Plans.pdf?rlkey=zolb6c6pxer0b7c1ze9ma99af&dl=0>

d. TECHNICAL SPECIFICATIONS

<https://www.dropbox.com/scl/fi/4lb5ak4wibsvhq2ybtisv/Appendix-D-Technical-Specifications.pdf?rlkey=1g14ryg5rr4xpsil7sdr7la0p&dl=0>

e. STRUCTURAL CALCULATIONS AND BORING LOG

<https://www.dropbox.com/scl/fi/2dzunfyy346nw5ruv8fo2/Appendix-E-Structural-Calculations-and-Boring-Log.pdf?dl=0&rlkey=6t0b7zybpcf04xzkmus1vjy8o>

all of which are hereby made a part hereof and, together with any Addenda and the Instructions to Bidders, constitute the entire Agreement between the Contractor and the Owner covering the work. Contractor agrees to perform the work for the **MILLER CREEK BANK STABILIZATION & RETAINING WALL** in strict compliance with said plans, specifications and contract documents. All work performed will be subject to the approval of the Owner or its authorized representatives.

2. “Owner’s Representative” or “Owner’s Representatives” shall mean such person or persons as may be duly authorized by Owner to act in a representative capacity for the Owner in matters covered by this Agreement. The words “as directed”, “as permitted”, “as decided” and words of like effect, shall mean that the correction, permission or requirement of the Owner’s Representative is intended. Similarly, the words “approved”, “acceptable”, “satisfactory” and words of like import shall mean approved by, acceptable to or satisfactory to the Owner’s Representative.

3. The work shall be commenced immediately after issuance of the Notice to Proceed, and all work included in the specifications and drawing shall be completed within the dates set forth in governmental permits, and, subject to permit date limitations, all work included in the specifications and drawings re. creek bank slope repair (Appendix C) and soldier-pile retaining wall (Appendix B) shall be completed within 90 consecutive calendar days from the date when any equipment is staged on site. Work requiring creek dewatering and operating equipment on the channel bed may need to be completed by October 31, according to environmental permit conditions, with weather-dependent weekly extensions granted by permit agencies, if and as needed. Planting, irrigation, and maintenance work related to the creek bank slope repair must be completed during the period from November 15 to January 15. days from the date on the Notice to Proceed. Time extensions will be awarded for unavoidable delays, such as rain days, based on approved change orders.

4. The Contractor represents that he has examined all the Contract Documents listed above and has fully acquainted himself with all conditions relative to the work at the site, of the work and

its surroundings and assumes the risk of any variances between the visible actual conditions relevant to the work and those set out in the Contract Documents. The Contractor represents that he has made all investigations essential to the full understanding of the difficulties that may be encountered in performing the work, and is familiar with local labor requirements, prevailing wage rates and general working conditions in the area. Having fully acquainted himself with the work, the site of the work, its surroundings and all risks in connection therewith, the Contractor assumes full and complete responsibility for completing the work in accordance with the Contract Documents and for the compensation and within the time provided herein.

ARTICLE II. FEES AND PAYMENT

1. All Federal, State and local taxes are included in the contract price, \$_____
2. The Owner shall pay Contractor all costs within the scope of the project per proposal dated ____, 2023.
3. **Payment Schedule:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "A"**.

ARTICLE III. PREVAILING WAGE RATES

1. Reference is hereby made to the "General Prevailing Wage Determination" made by the Director of Industrial Relations pursuant to California Labor Code Division 2, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, the provisions of which are hereby specified as the rate of prevailing wage to be paid workers on this project. (see **Exhibit "B"**).

ARTICLE IV. INSURANCE (Exhibit "C")

1. **Commercial General Liability:** The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The District shall be named as an additional insured on the commercial general liability policy.
2. **Commercial Automobile Liability:** Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.
3. **Workers' Compensation:** The Contractor acknowledges the State of California requires every

employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, Exhibit "C" attached, a letter of self-insurance, or a copy of the Certificate of Consent to Self- Insure shall be provided to District prior to commencement of work.

ARTICLE V. DEBARMENT CERTIFICATION (Exhibits "D" and "E")

1. The Contractor and Subcontractor shall agree to mutually exclude Marinwood Community Services District based on debarment by affiliates due to allegations of fraud, mismanagement, and similar improprieties.

ARTICLE VI. MODIFICATIONS AND AMENDMENTS

1. Any change in the provisions of this Agreement or the Specifications or Drawings made subsequent to the execution of this Agreement, except changes in the work and price pursuant to the Specifications, shall be made by formal Amendments executed and approved in the same manner as this Agreement.

2. All changes and additions to this Agreement or the Specifications or Drawing made prior to the execution of this Agreement through Addenda are listed below; if no changes or additions are listed, it is agreed that none were made.

ADDENDA:

ARTICLE VII. TIME LIMITS AND LIQUIDATED DAMAGES

1. The Contractor shall sufficiently obligate himself/herself to complete the work for the construction of the **MILLER CREEK BANK STABILIZATION & RETAINING WALL**, including bid alternates authorized by the District within **INSERT TIMEFRAME HERE** **consecutive calendar days** from the date of the Notice to Proceed.
2. Time extensions will be given only for unavoidable delays for adverse weather conditions as determined by the Architect.
3. The Contractor is cautioned that the specific time limits specified above are the essence of this contract, and he/she will be expected to take whatever measures are necessary to finish the work during this period. This shall include overtime work and working on weekends only as permitted by the County of Marin regulations and with the written consent of the Owner.

Should the completion of the work required under this contract be delayed beyond the overall contract time, as specified above, or such extension of time as may be allowed by reason of unavoidable delays, there shall be deducted from the total contract price for the work, for each and every calendar day by which such completion shall be delayed beyond said specified time or such extension thereof, the sum of nineteen hundred dollars (\$1500.00).

It is further understood and agreed that said sum shall be considered not as penalties but as liquidated damages which the District will suffer in expenses for District staff and for engineering by reason of the failure of the Contractor to perform and complete all the required work within the period specified or such extension of said period as may be allowed by reason of unavoidable delays.

Any money due or to become due the Contractor shall be retained by the District to cover said liquidated damages, and should such money not be sufficient to cover such damages, the District shall have the right to recover the balance from the Contractor or his/her sureties.

The filing of any bid for work shall constitute acknowledgment by the bidder that he/she understands, agrees and has ascertained that the District will actually suffer damages in the amounts hereinabove fixed for each and every calendar day that the completion of the work required shall be delayed beyond the expiration of the period fixed for such completion or such extension of said period as may be allowed by reason of unavoidable delays.

5. In computing liquidated damages, the Engineer will add to the date determined as the date for the completion of the work of the specific order of completion item, the number of calendar days of unavoidable delay, if any, which the District shall have found to have occurred in the prosecution of the work. This corrected date so adjusted as to include the number of calendar days of unavoidable delay, shall be taken as the date allowed under the contract for the

completion of said work. The number of calendar days elapsing between this corrected date for completion and the actual date of completion of said work, multiplied by the number of dollars per day for liquidated damages fixed in the specifications, will be the amount in dollars of liquidated damages which shall be deducted from the contract price on account of late completion of the work.

ARTICLE VIII. COMPONENTS OF THIS AGREEMENT

This contract consists of all of the following contract documents, all of which are as fully a part thereof as if herein set out in full and if not attached hereto, the same as attached hereto:

1. Notice to Contractors;
2. Specifications entitled:

“Contract Documents for MILLER CREEK BANK STABILIZATION & RETAINING WALL”
3. The accepted proposal of Contractor;
Plans entitled:

APPENDIX A – PUMP ROOM ENVELOPE REPAIR PLANS

<https://www.dropbox.com/scl/fi/gddc0xv34tblbzulhebcm/Appendix-A-Pump-Room-Envelope-Repair-Plans.pdf?rlkey=grbs79ulky6ipbfby6mkirilhu&dl=0>

APPENDIX B – SOLDIER-PILE RETAINING WALL PLANS

<https://www.dropbox.com/scl/fi/dkmgjd2h36ecu0jgwvap6/Appendix-B-Soldier-Pile-Retaining-Wall-Plans.pdf?rlkey=80d8hw1inymv3zme7kunoo1ag&dl=0>

APPENDIX C – CREEK BANK SLOPE REPAIR PLANS

<https://www.dropbox.com/scl/fi/5xbx6of0yk8zie2z3kv4o/Appendix-C-Creek-Bank-Slope-Repair-Plans.pdf?rlkey=zolb6c6pxer0b7c1ze9ma99af&dl=0>

APPENDIX D – TECHNICAL SPECIFICATIONS

<https://www.dropbox.com/scl/fi/4lb5ak4wibsvhq2ybtisv/Appendix-D-Technical-Specifications.pdf?rlkey=1g14ryg5rr4xpsil7sdr7la0p&dl=0>

APPENDIX E – STRUCTURAL CALCULATIONS AND BORING LOG

<https://www.dropbox.com/scl/fi/2dzunfyy346nw5ruv8fo2/Appendix-E-Structural-Calculations-and-Boring-Log.pdf?dl=0&rlkey=6t0b7zybpcf04xzkmus1vjy8o>

4. This Agreement
5. Performance, Labor, and Materials Bonds
6. Exhibit A: Scope of Services
7. Exhibit B: Prevailing Wage Rates
8. Exhibit C: Insurance Reduction/Waiver
9. Exhibit D: Debarment Certification for Contractor
10. Exhibit E: Debarment Certification for Subcontractor
11. General Liability, Automobile Liability, and Workers' Compensation Insurance, all as required pursuant to specifications.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed and original thereof, have been duly executed by the parties hereinabove named on the day and year first above written.

MARINWOOD COMMUNITY SERVICES DISTRICT

Address: 775 Miller Creek Road, San Rafael, CA 94903

By: _____(PRINT NAME)

_____(AUTHORIZED SIGNATURE)

Title: _____

Date: _____

CONTRACTOR

Firm: _____

Official Address: _____

By: _____(PRINT NAME)

_____(AUTHORIZED SIGNATURE)

Title: _____

Date: _____

PERFORMANCE BOND

We, _____, the Contractor in the contract hereto annexed, as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the Marinwood Community Services District, hereinafter called the OWNER, in the sum of _____ Dollars (\$ _____) lawful money for the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed and sealed and dated _____

The condition of the above obligation is that if said principal as Contractor in the contract hereto annexed, shall faithfully perform each and all of the conditions of said contract to be performed by him and shall furnish all tools, equipment, facilities, transportation, labor and material, other than material (if any) agreed to be furnished by the District, necessary to perform and complete in good workman like manner the work of:

The Marinwood Community Services District Miller Creek Bank Stabilization & Retaining Wall

in strict conformity with the terms and conditions set forth in the contract hereto annexed, and shall pay or cause to be paid all persons who perform labor for, or furnish materials to said contractor, or to any subcontractor in the execution of said contract then this obligation shall be null and void - otherwise to remain in full force and effort; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the work to be performed hereunder of the specifications accompanying same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications. It is further agreed that this bond shall cover all work for the duration of the contract.

Marinwood CSD
Emergency Creek Bank Slide Repair with Retaining Wall

NOTE: Signatures of those
executing or the surety must be
properly acknowledged.

_____ SEAL

_____ SEAL

_____ SEAL
Principal

_____ SEAL

_____ SEAL

_____ SEAL
Surety

LABOR AND MATERIALS BOND

We, _____, the Contractor in the contract hereto annexed, as PRINCIPAL, and _____ as Surety, are held and firmly bound unto the Marinwood Community Services District, hereinafter called the OWNER, in the sum of _____ Dollars (\$) lawful money for the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed and sealed and dated _____

The condition of the above obligation is that if said principal as Contractor in the contract hereto annexed, or his or its subcontractor, fails to pay for any materials, provision, provender of other supplies or items, used in, upon, for, or about the performance of the work contracted to be done by said Contractor, namely, to furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material (if any) agreed to be furnished by the District, necessary to perform and complete in good workmanlike manner the work of:

The Marinwood Community Services District Miller Creek Bank Stabilization & Retaining Wall

in strict accordance with the terms and conditions set forth in the contract hereto annexed, or for any work or labor done thereon of any kind, for amounts due under the Unemployment Insurance Act with respect to such work or labor, said surety will pay for the same in an amount not exceeding the sum herein before set forth, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the courts, the bond is executed in accordance with the requirements of Chapter 3 of the provisions thereof, and shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under and by virtue of the provisions of the Code of Civil Procedure, or to their assigns; and said surety, for value received, alteration or addition to the terms of the contract or to work to be performed thereunder of the specifications accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

NOTE: Signatures of those
executing or the surety must be
properly acknowledged.

_____SEAL

_____SEAL

_____SEAL
Principal

_____SEAL

_____SEAL

_____SEAL
Surety

EXHIBIT “A”
SCOPE OF SERVICES

(NOTE: This Exhibit to be completed based on the results of the bidding process and final agreements as to the scope of services.)

EXHIBIT "B"
FEES AND PAYMENTS
[INSERT PAYMENT SCHEDULE]
ADDITIONAL REQUIREMENTS FOR CONTRACTORS
TO MARINWOOD COMMUNITY SERVICES DISTRICT

**REGARDING PREVAILING WAGE RATES, LONGSHOREMEN WORKERS'
COMPENSATION ACT AND SB 854 REGISTRATION REQUIREMENTS**

All contractors/vendors doing business with public agencies throughout the State of California (including the Marinwood Community Services District) must comply with applicable labor compliance requirements including, but not limited to prevailing wages, SB 854, Labor Code Sections 1771.1(a) and 1725.5, Public Works Contractor Registration Program, Electronic Certified Payroll Records submission to the State Labor Commissioner and other requirements described at [http://www.dir.ca.gov/Public- Works/PublicWorks.html](http://www.dir.ca.gov/Public-Works/PublicWorks.html). Applicable projects are subject to compliance monitoring and enforcement by the California Department of Industrial Relations

Labor Code Section 1720 and Section 1771 defines "public works" as construction, alteration, demolition, installation, or repair work (including maintenance), done under contract and paid for in whole, or in part with public funds with a total cost (labor and materials) in excess of \$1,000. Maintenance Work (CCR Section 16000 and Section 16001) is defined as: Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired.

Pursuant to CCR Section 16001, the application of state prevailing wage rates when higher is required whenever federally funded or assisted projects are controlled or carried out by California awarding bodies of any sort.

Prevailing Wage Rates are available at the Marinwood Community Services District office, the Department of Public Works for the County of Marin, and at the State of California Division of Labor Statistics and Research website [http://www.dir.ca.gov/DLSR/PWD/ index.htm](http://www.dir.ca.gov/DLSR/PWD/index.htm). Said rates are based on an eight (8) hour day, forty (40) hour week, except as otherwise noted and currently in effect. Existing agreements between the Building Trades and Construction Industry groups related to wages, overtime, holidays, and other special provisions shall be strictly observed.

In accordance with California Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as

defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No Contractor or Subcontractor may be awarded a contract for a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5

In compliance with the provisions of Section 1776 of the Labor Code of the State of California, as amended, the Contractor and each of his Subcontractors 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, or worker employed by them in connection with the project. Said records shall be available for inspection at all reasonable hours, and copies shall be made available to the employee or his authorized representative, the State Division of Labor Standards Enforcement, the State Division of Apprenticeship Standards, and Marinwood Community Services District.

Commencing April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) pursuant to Section 1771.4 of the Labor Code.

To be eligible for contract award, pursuant to Labor Code Section 1773.2, contractors/vendors shall provide the general rate of per diem wages for each craft, classification or type of worker needed to execute the work. However, the Marinwood Community Services District will provide a copy of prevailing rate of per diem wages to be paid by contractors at its principal office located at: 1775 Miller Creek Road, San Rafael, CA 94903.

Additionally, if any work shall be performed on, in, or under a body of water and governed by the U.S. Longshoremen's and Harbor Workers Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, workers' compensation coverage shall be included for such injuries or claims. Contractor is responsible for determining if there is an exposure to such an injury and agrees to indemnify Marinwood Community Services District for all claims arising out of such an injury.

In addition, pursuant to Labor Code Section 1771.4(a)(2), the prime contractor shall post job site notices as prescribed by regulation.

Acknowledgement of Additional Requirements for Contractors:

Company

Print Contractor's Name and Title:

Signature:

Date:

EXHIBIT “C”

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR:

CONTRACT TITLE:

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	Check Where Applicable	Requested Limit Amount	CAO Use Only
General Liability Insurance	<input type="checkbox"/>	\$	
Automobile Liability Insurance	<input type="checkbox"/>	\$	
Workers’ Compensation Insurance	<input type="checkbox"/>		

Please set forth the reasons for the requested reductions or waiver:

Contract Manager Signature: _____

Date: _____

Extension: _____

Approved by Risk Manager: _____

Date: _____

**EXHIBIT “D”
DEBARMENT CERTIFICATION FOR CONTRACTORS**

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by District.
- The Contractor shall provide immediate written notice to District if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
- Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
- Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

Contractor: _____

Title: _____

Date: _____

**EXHIBIT “E”
DEBARMENT CERTIFICATION FOR SUBCONTRACTORS**

By signing and submitting this Contract, the Subcontractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by District.
- The Subcontractor shall provide immediate written notice to District if at any time the Subcontractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Subcontractor certifies that none of its principals, affiliates, agents, representatives or Sub-Subcontractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Subcontractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Subcontractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

Subcontractor: _____

Title: _____

Date: _____