SAUSALITO-MARIN CITY SANITARY DISTRICT

SAUSALITO SEWER COLLECTION SYSTEM REHABILITATION PROJECT (PHASE 1)

Addendum No. 1

The following shall modify the Contract Documents. The work shall be accomplished in accordance with such modifications. It is required that this addendum be attached to the Specifications.

IMPORTANT: Receipt of this Addendum must be acknowledged in the space provided on the Bid form when your bid is submitted. Failure to acknowledge receipt of this addendum may constitute grounds for rejection of the bid.

Addendum Items:

ENCROACHMENT PERMIT CONDITIONS:

Item 1.1: Contractor is required to obtain an Encroachment permit from the City of Sausalito prior to mobilizing. The permit will require the Contractor to submit a traffic control plan, storm water pollution prevention plan (SWPPP) and pay associated fees. Contractor shall obtain all approvals and follow all terms and conditions of the Encroachment Permit at no additional cost to Owner.

Item 1.2: Contractor shall provide a certificate of insurance including the following language: "The City of Sausalito and Sausalito-Marin City Sanitary District, its agents, officers, officials, employees & volunteers are included as additional insureds."

Item 1.3: Contractor shall request paving/resurfacing plans and schedules from the City prior to scheduling work and prior to mobilizing. Contractor shall prioritize work to address sewer replacements on roads scheduled for paving/resurfacing by the City prior to any other work.

Item 1.4: Work on main arterials in Sausalito such as Bridgeway, Caledonia, Alexander, 2nd St, Spencer and Rodeo, may need to be performed at special times. Limiting the extent of excavation and impacts on traffic flow on these roads are the main concern. Contractor shall work with the City as necessary to accommodate through access for all modes of travel at no additional cost to Owner. Note that the City has a high level of bicycle and foot traffic on these roadways. Recessed trench plates are required per Specification Section 1500.

CLARIFICATIONS AND MINOR CHANGES:

Item 1.5: Specification Section 00100, Article 4: There is no "Pre-Bid Video" for this project. Contractor is required to evaluate work locations on their own and to review manhole photographs. Nute Engineering will provide a link to examine photos to all bidders. The intent is to ensure you have information on MH depths, conditions and locations. As stated, the "walk-through" requires that you physically visit the locations so you understand the challenges and limited staging. Sausalito is not typical as roadways are narrow and winding, and the bulk of the city is located on hillsides.

Item 1.6: Section 00400, "BID FORM": Replace in its entirety with the attached Section 00400. The only change is the addition of a "Unit Price" column on the Bid Schedule.

Item 1.7: Section 00510, "AGREEMENT": Replace in its entirety with the attached Section 00510. The only change is the addition of a "Unit Price" column on the Bid Schedule.

Item 1.8: Contractor shall provide informational door hangers on all impacted residences (including staging locations) prior to starting work. Door hangers must be distributed 1 week in advance and again 2 days prior to the start of work. Include Contractors contact information, anticipated duration of work and type of work being performed.

ADDITIONAL SCOPE OF WORK

Item 1.9: Manhole frame and cover replacements: Replace 3 District manhole frames and covers located in the shoreline of the Bay. New frames and covers will be provided by the District. The new covers are manufactured by Armorock and are non-metallic. Work must be performed during low tide periods which correspond with the City's permitted working hours (Mon-Fri, 8:00 AM - 6:00 PM). Contractor shall provide a detailed work plan for approval prior to starting work.

- **a.** Contractor shall dispose of all existing covers and concrete.
- **b.** Dowel and epoxy #3 rebar into existing concrete after bushing. Follow reinforcement requirements in District Standard Specifications and Drawings, dated August, 2026.
- **c.** Form concrete berms over frame to match or exceed existing.
- **d.** For the manhole at the end of Main St.: Remove rusted plate and anchors. Install 316 stainless steel diamond plate (1/4" thick min.) in same location. Bush concrete and seal plate with Sikaflex 1A. Anchor plate with 3/8" all-thread, washers and double nuts at all corners. All hardware shall be 316 SS.



New Covers



End of Main St.



Next to Boardwalk



Swede's Beach


Southview Park
Bridgeway
Richardson St
4th St
3rd St
Main St
2nd St
Swede's Beach
Valley St
Sausalito Blvd
Edwards Ave
South St
Alexander Ave
Edwards Ave
Hi Vista Rd





<u>This Addendum No. 1 shall become part of the Contract and all provisions of the Contract shall apply thereto.</u>

Name of Bidder: _____

SECTION 00400

BID FORM

SAUSALITO-MARIN CITY SANITARY DISTRICT
MARIN COUNTY, CALIFORNIA

Project Title: SAUSALITO SEWER COLLECTION SYSTEM REHABILITATION PROJECT

THIS BID IS SUBMITTED BY:

Name of Bidder: _____

SUBMIT BID TO:	**BID OPENING:**
Kevin Rahman, PE **General Manager/District Engineer** **Sausalito-Marin City Sanitary District,** **1 East Road** **Sausalito, California 94965**	**District's Main Office** **Sausalito-Marin City Sanitary District,** **1 East Road** **Sausalito, California 94965**
NO LATER THAN: 2:00 P.M. **DATE OF BID: October 22, 2026**	**Right after 2:00 P.M.,** **October 22, 2026**

TO: Honorable Board of Directors

BID IS SUBMITTED ON: _____, 2026 (Month/Day)

IMPORTANT NOTE:

All prices and bids must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person submitting the Bid. Changes in or additions to the Bid Form, recapitulations of the work bid upon, alternative bids, or any other modifications of the Bid Form which are not specifically called for in the Bid Form, will result in rejection of the bid by the District. The District will treat all such bids as not being responsive to the Invitation for Bids. The District will not consider any oral or telephonic or email modification of any bid submitted.

Proposed prices shall be for the total net price including all applicable taxes and charges (unless otherwise specified), delivered F.O.B., Project site. Information must be furnished complete in compliance with the Contract Documents. The information requested and the manner of submission are essential to permit prompt evaluation of all Bids on a fair and uniform basis. Accordingly, the District reserves the right to declare as non-responsive and reject any Bid in which material information requested is not furnished or where indirect or incomplete answers or information is provided.

Name of Bidder: _____

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Name of Bidder: _____

I BIDDER REPRESENTATIONS

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with District in the form included in the Contract Documents to perform all Work as specified or indicated in the Contract Documents within the specified time and for the price indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

The undersigned Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for ninety (90) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of District.

As provided by Section 4552, et. Seq., of the California Government Code, in submitting a Bid to the District, the Bidder offers and agrees that if the Bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.SC. Section 15) or under the Cartwright Act (Chapter 2 (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the Bidder.

In submitting this Bid, the undersigned Bidder represents that:

Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

Date of mandatory pre-bid site visit	Name of representative who visited all project sites	Signature of Bidder

Bidder is familiar with and has satisfied itself as to all federal, state, and local laws and Regulations and Permits that may affect cost, progress, and performance of the Work.

Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Contract Documents.

Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by Bidder, and safety precautions and programs incident thereto.

Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Contract Documents.

Bidder is aware of the general nature of work to be performed by District and others at the Site that relates to the Work as indicated in the Contract Documents.

Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

As to the nature and scope of the Work, Bidder has given the District written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by the District, if made, is acceptable to Bidder, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by the District because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

II ADDENDA

Bidder has obtained a complete set of Contract Documents and carefully examined and studied the Contract Documents, all related information available to Bidders as defined in the Contract Documents, and the following Addenda, receipt of all of which is hereby acknowledged. A Bid may be deemed non-responsive if all Addenda issued by Owner are not listed.

Addendum Number	Addendum Date	Signature of Bidder

III BID SCHEDULE

Pursuant to your published Invitation for Bids for the above-referenced project, and in accordance with the approved Plans and Specifications for that project, the following Bid for said entire project is submitted by the firm indicated on this Bid Form.

The undersigned Bidder proposes and agrees to contract with the District to perform all of the above work, including subsidiary obligations as defined in the Contract Documents for the prices indicated in the BID SCHEDULE below.

Name of Bidder: _____

Pursuant to the provisions of the California Labor Code Section 6707, each bid submitted shall contain, in the bid, the amount included for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum in base bid item 2 below, the Bidder warrants that its action does not convey tort liability to the Owner, the Engineer, the Construction Manager, and other employees, agents, and subconsultants.

Further in submitting its Bid, the undersigned Bidder understands and agrees that that the Total Bid Price are each determined by the sum total of all respective bid item amounts in the applicable Bid Schedule shown below. In the event the addition of the bid item extended amounts does not equal the Total Bid Price the corrected addition of all bid item extended amounts will govern and the Owner will correct the respective total(s) accordingly. In case of discrepancy between words and figures, words will prevail.

Bid Items are further described in Section 01200, Measurement and Payment

BID SCHEDULE

Phase I Bid Items					
Item	Description	Quant	Unit	Unit Price	Total bid item price, dollars
1	Mobilization/Demobilization including SWPPP (not to exceed 5% of Total Bid Price)	1	LS		
2	Sheeting, shoring, and bracing, or equivalent method for the protection of life and limb in trenches and open excavations, pursuant to California Labor Code Sections 6705 and 6707.	1	LS		
3	Pipeburst Existing 4” or 6” Sewers With 6.63” OD DR17 HDPE Sewer Main	7,467	LF		
4	Pipeburst Existing 6” or 8” Sewers With 8.63” OD DR17 HDPE Sewer Main	804	LF		
5	Pipeburst Existing 10” or 12” Sewer With 12.75” OD DR17 HDPE Sewer Main	647	LF		
6	Open Cut and Sag Repair 6” to 12” Sewers With Matching OD, or Diameter specified by District, Install DR17 HDPE or PVC C-900 Sewer Main	1,100	LF		
7	Connect to Existing Manholes	114	EA		
8	Remove and Replace Manhole Frame and Cover, Raise to Grade	20	EA		
9	Rehabilitate Manhole and Coat with Polyurethane	17	EA		
10	Remove and Replace Rodhole	6	EA		
11	Remove and Replace 4’ Standard Manhole	1	EA		

Name of Bidder: _____

Phase I Bid Items					
Item	Description	Quant	Unit	Unit Price	Total bid item price, dollars
12	Locate & Pothole Existing Laterals, CCTV and Provide Quote to Rehabilitate Upper Lateral	175	EA		
13	Connect Existing Lower Lateral	175	EA		
14	Pothole Utility Mains	200	EA		
15	All Work in accordance with the Contract Documents, with the exception of work included under bid Items 1 thru 14.	1	LS		

TOTAL BID PRICE (Items 1 through 15) $_____

TOTAL BID PRICE (in words)_____

Bid prices shall include everything necessary for the completion of the work stipulated in the Contract Documents, including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include all federal, state and local taxes.

The lowest bid will be based on the Total Bid Price. Bid prices shall include everything necessary for the completion of the work stipulated in the Contract Documents, including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include all federal, state and local taxes.

IV COMPLETION

In accordance with the Specifications, the undersigned Bidder agrees to plan the Work and to prosecute it with such diligence that said Work shall be commenced within ten (10) days after the date of Notice to Proceed and shall be completed within the contract completion times specified in the Agreement. Furthermore, the undersigned Bidder accepts the liquidated damages specified in the Agreement in the event of failure to complete the Work within the specified times.

V BID GUARANTY

Bid security must be a Bidders Bond, a certified check or cashiers check payable to the Sausalito-Marin City Sanitary District, or cash. Bids secured by personal checks or personal guarantees will be rejected. Bid security must be in an amount not less than ten percent (10%) of the Total Bid Price.

VI NON-COLLUSION DECLARATION

The Bidder swears, deposes and says that he, she or it, as 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 to 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 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 agency thereof to effectuate a collusive or sham Bid.

Any person executing this affidavit on behalf of the Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to executed, and does execute, this affidavit on behalf of the Bidder.

VII SUBCONTRACTOR LISTING

In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100, and following, the subcontractors listed on the Bid Form attachment will perform the indicated work of improvement on the project.

VIII ATTACHMENTS

The Bidder shall complete all parts of, and submit with its Bid, the following attachments:

A. Certification of Bidder's Experience and Qualifications.
B. Public Works Contractor Registration Certification
C. Designation of Subcontractors
D. Schedule of Major Equipment and Material Suppliers
E. Bid Bond
F. Non-Collusion Declaration
G. Iran Contracting Act Certification
H. Debarment Certification
I. Section 00100- CONFIRMATION OF MANDATORY SITE VISIT

In addition, the following attachment requires submittal within three (3) business days following the opening of Bids:

A. Item C – Bidder's Financial Information marked "Confidential"
B. Bid Document Certification

IX BIDDER'S CALIFORNIA CONTRACTOR'S LICENSE INFORMATION

The undersigned Bidder is licensed in accordance with Chapter 9, Division 3 of California Business and Professions Code and Section 3300 of the California Public Contract Code, and the laws of the State of California

Bidder's Valid California Contractor's License No. _____

Classification(s) _____

Expiration Date: _____

Name of Bidder: _____

Bidder has contracted under this license number for _____ Years

X BIDDER'S CALIFORNIA PUBLIC WORKS PROJECT REGISTRATION INFORMATION

The undersigned Bidder is registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Bidder's Valid Public Works Registration No. _____

Registration Date: _____

Expiration Date: _____

The undersigned hereby swears and certifies under the penalty of perjury that all representations made herein are true.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business Address: _____

Phone Number: ( ) _____ FAX Number: ( ) _____

Email Address of Authorized Representative: _____

A Partnership

Partnership Name (typed or printed): _____

By: _____
(Signature of general partner- attach evidence of authority to sign)

Name (typed or printed): _____

Business Address: _____

Phone Number: ( ) _____ FAX Number: ( ) _____

Name of Bidder: _____

Email Address of Authorized Representative: _____

Name of Bidder: _____

A Corporation

Corporation Name (typed or printed): _____

State of Incorporation: _____

By: _____ (SEAL)
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

_____

Attest: _____
(Signature of Corporate Secretary)

Name (typed or printed): _____

Date of Qualification to do business is _____

Business Address: _____

Phone Number: ( ) _____ FAX Number: ( ) _____

Email Address of Authorized Representative: _____

Name of Bidder: _____

A Joint Venture

Joint Venture Name (typed or printed): _____

By: _____
(Signature of Joint Venture Partner - attach evidence of authority to sign)

Name (typed or printed): _____

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone Number: ( ) _____ FAX Number: ( ) _____

Email Address of Authorized Representative: _____

Joint Venture Name (typed or printed): _____

By: _____
(Signature of Joint Venture Partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone Number: ( ) _____ FAX Number: ( ) _____

Email Address of Authorized Representative: _____

Each joint venturer must sign. Add additional Joint Venture names and information below if needed. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

Name of Bidder: _____

A Limited Liability Company

Limited Liability Company Name (typed or printed): _____

By: _____

(Signature of Managing Partner or Officer - attach evidence of authority to bind the LLC under the LLC's articles of organization)

Name (typed or printed): _____

_____

Title: _____

Business Address: _____

Phone Number: ( ) _____ FAX Number: ( ) _____

Email Address of Authorized Representative: _____

Name of Bidder: _____

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Name of Bidder: _____

ATTACHMENT A

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS
(To Be Submitted with Bid)

PROJECT: _____

The undersigned Bidder represents that it is duly licensed, competent, and knowledgeable and has the special skills on the nature, extent and inherent conditions of the work to be performed on this project. Bidder further acknowledges that the conditions inherent in the construction of particular facilities may create, during construction, unusual or unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such risks and that it has the skill and experience to foresee and to adopt and implement protective measures to adequately and safely perform the construction work with respect to such hazards. The prospective Bidder's qualifications and responses to the questions set forth below are part of the District's evaluation of the Bidder's eligibility to receive the award based on the Bidder's responsibility and responsiveness. The Owner has determined that only Bidders meeting the mandatory minimum experience and qualification requirements set forth below will have the requisite quality, fitness, capacity and experience to perform the highly complex and vital construction work on this Project.

If the Bidder is a Joint Venture of two or more companies, each participant in the Joint Venture shall separately complete this ATTACHMENT A, **CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS,** and each participant shall meet the mandatory prior company project experience requirement and provide project information for each Joint Venture participant in the format found below. The Joint Venture's named Project Manager information should be the same for each participant's certification. Each Joint Venture participant shall also provide the required financial information found in Item C below.

A. QUESTIONS REGARDING BIDDER'S RESPONSIBILITY AND FITNESS TO CONTRACT FOR THE WORK.

If the Bidder answers "Yes" to any of questions 1 through 9 below, the Bidder must provide on a separate sheet a complete, detailed explanation of all of the facts and circumstances concerning the reasons for answering "Yes", and shall provide written documentation supporting its response.

1. Has your company's contractor's license been revoked at any time in the last five years?

   ☐ Yes ☐ No

2. Within the last five years, has a surety company completed a contract on your company's behalf, or paid for the completion of a contract to which your company was a party, because your company was considered to be in default or was terminated with cause by the project owner?

   ☐ Yes ☐ No

3. At the time of submitting this minimum qualification questionnaire, is your company ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code Section 1777.1 or Labor Code Section 1777.7?

   ☐ Yes ☐ No

4. At any time in the last five years, has your company, or any of its officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of any federal, state or local government contract?

   ☐ Yes ☐ No

5. Has your company or any if its owners, officers or partners ever been found liable in a civil suit for making any false claim or material misrepresentation to any federal, state or local public agency or entity?

   ☐ Yes ☐ No

6. In the last five years, has your company been denied an award of a public works contract based on a finding by any federal, state or local public agency that your company was not a responsible Bidder

   ☐ Yes ☐ No

7. In the last three years, has your company been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

   NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.

   ☐ Yes ☐ No

8. As a result of your company's actions or inactions, has the federal EPA, Region IX, or California Air Quality Management or Air Pollution Control District, or Regional Water Quality Control Board, or State Water Resources Control Board successfully and finally assessed penalties either against your company, or against an owner for violations occurring on a project on which your company was the contractor, three or more times in the past three years?

   NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

   ☐ Yes ☐ No

9. As a result of your company's actions or inactions, has the federal EPA, Region IX, or California Air Quality Management or Air Pollution Control District, or Regional Water Quality Control Board, or State Water Resources Control Board successfully and finally assessed a single penalty either against your company, or against an owner for a violation occurring on a project on which your company was the contractor, for a penalty amount over $100,000 in the last three years?

   NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

   ☐ Yes ☐ No

10. At any time in the last five years, has your company, or any of its officers or partners submitted a formal claim against the District.

    ☐ Yes ☐ No

Name of Bidder: _____

B. MANDATORY MINIMUM EXPERIENCE REQUIREMENTS

The Bidder has been engaged in the contracting business, under the present business name for _____ years and has experience in work of a nature similar to this project which extends over a period of _____ years (Bidder must show at least five (5) years of related experience). Work of similar nature is described below.

The Bidder, as a Contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows: ☐ N/A ☐ Yes, if yes, explain on a separate, signed sheet:

For the District to consider the Bidder a responsible Bidder for this specific procurement, given the complexity and importance of the timely and successful completion of the Project to further interests of the District and its residents, the Bidder must provide all information required below demonstrating that it has performed at least **$1 Million** in construction volume on no more than **six (6)** projects completed since **January 1, 2023** on one or more of the following types of projects:

1. Municipal Sewage and/or Water piping replacement including potholing, pipe bursting, open cut replacement and spot repairs in both asphalt roadway and easement locations.

The Bidder can include project(s) currently under construction, but only the total amount paid by the Owner(s) as of **July 1, 2026** on uncompleted project(s) can be included in this summation of construction volume. The Bidder is allowed to list up to a maximum of six (6) projects of the types listed above, that combined, will add up to at least **$1 Million** in completed volume of work. Any projects listed below which are not as defined above will not be considered by the District in meeting this pre-requisite experience requirement. **For example, ducting projects are not considered as a sewer pipeline project.**

Bidder also certifies that Bidder self-performed with its own labor force, including equipment and materials, at least **forty percent (40%)** of the value of the Work on each of the projects listed below. The District considers this level of past self-performance demonstrates a benefit to a Project in terms of better control of cost, schedule and safety.

Bidders are to complete this form and not attach their own form to the Bid Form.

Project #1 Name: _____

Owner: _____

Construction Cost: $ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Duration of Project (in months) _____

Name of Bidder: _____

Project #2 Name: _____

Owner: _____

Construction Cost: $ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion:

Duration of Project (in months) _____

Project #3 Name: _____

Owner: _____

Construction Cost: $ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Duration of Project (in months) _____

Project #4 Name: _____

Owner: _____

Construction Cost: $ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Duration of Project (in months) _____

Name of Bidder: _____

Project #5 Name: _____

Owner: _____

Construction Cost: $ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Duration of Project (in months) _____

Project #6 Name: _____

Owner: _____

Construction Cost: $ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Duration of Project (in months) _____

Total Construction Volume of listed Project(s) above: $ _____

Name of Bidder: _____

PROJECT MANAGER EXPERIENCE- To be submitted with Bid.

The Bidder shall name below the Project Manager who will be assigned to this Project and will be personally present on-site full time during construction. Bidder shall submit past completed water and/or wastewater pipeline rehabilitation project experience of this person. List three (3) completed water and/or wastewater pipeline rehabilitation projects below where the individual named below held the position of Project Manager. The demonstrated experience of the Project Manager must have been within the last three (3) years.

Name of Project Manager: _____

Number of Years of Total Construction experience as a Project Manager assigned to the types of projects as defined above: _____years

Number of Years as a Project Manager for your Company: _____ years

List three completed pipeline rehabilitation projects as defined above where the individual named above held the position of Project Manager.

Project #1 Name: _____
Owner: _____
Construction Cost: $ _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Representative Telephone No.: _____
Engineer or On-Site Construction Mgr.: _____
Engineer or On-Site CM's Telephone No.: _____
Date of Substantial Completion (must be within the last ten (10) years): _____
Duration of Project (in months) _____

Project #2 Name: _____
Owner: _____
Construction Cost: $ _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Representative Telephone No.: _____
Engineer or On-Site Construction Mgr.: _____
Engineer or On-Site CM's Telephone No.: _____
Date of Substantial Completion (must be within the last ten (10) years): _____
Duration of Project (in months) _____

Name of Bidder: _____

Project #3 Name: _____

Owner: _____

Construction Cost: $ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion(must be within the last ten (10) years) : _____

Duration of Project (in months) _____

This form is to be fully completed and submitted by the Bidder with the Bid. Bidder is not allowed to provide a substitute form of similar information.

The District will check project references listed to verify information provided along with skills and capacity represented by Bidder. It is very important that the Bidder verify that all contact information is current for each name listed above.

Failure of the Bidder to provide current and valid project contact information, all information required by this Attachment A certification, and/or failure of the Bidder to meet both the pre-requisite Company and Project Manager experience may be grounds for the District to determine the Bidder to be non-responsive and/or non-responsible and therefore ineligible for contract award.

C. FINANCIAL INFORMATION- DO NOT SUBMIT THE FOLLOWING INFORMATION WITH YOUR BID! The three lowest Bidders shall submit, within three (3) business days following the bid opening date, the following information demonstrating that the Bidder has sufficient financial resources to provide all work necessary to complete the Project, including construction, start-up, and warranty services.

1. Bidder must provide Bidder's most recent complete financial statement audited or reviewed by an independent CPA with accompanying notes and supplemental information. A financial statement that is not either reviewed or audited is not acceptable. Financial statement must be 2021 or later.
2. Bidder shall identify each claim filed against it in the last five (5) years by any project owner in arbitration or litigation seeking in excess of $100,000 and which (i) the project owner prevailed; or (ii) the resolution resulted in the project owner receiving an amount equal to or in excess of 55% of the amount asserted. For each such claim, Bidder shall provide the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution and the amount of the resolution). Are there any pending claims against your company that should you lose the claim(s), would adversely affect

your financial position or your ability to meet your obligations if awarded the contract for this project? If so, please explain.

Claims Filed <u>Against</u> Bidder

Project Name: _____

Date of Claim: _____

Claimant Name: _____

Court: _____

Status of Claim: _____

Explanation: _____

_____

Bidder shall identify each claim filed by it in the last five (5) years against any project owner in arbitration or litigation seeking in excess of $100,000 and which (i) the Bidder lost; or (ii) the resolution resulted in the Bidder receiving an amount equal to less than 50% of the amount asserted. For each such claim, Bidder shall provide the project name, date of the claim, name of the project owner, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution and the amount of the resolution). Are there any pending claims by your company against a project owner that should you lose the claim(s), would adversely affect your financial position or your ability to meet your obligations if awarded the contract for this project? If so, please explain.

Claims Filed <u>By</u> Bidder

Project Name: _____

Date of Claim: _____

Claimant Name: _____

Court: _____

Status of Claim: _____

Explanation: _____

_____

_____

To the extent permitted by law, all financial information provided by Bidder that is marked "Confidential" or "Proprietary" shall be handled by the District as non-disclosable in accordance with California Public Records Act (Government Code 6250). The District, upon receipt of the

requested financial information shall treat the same as confidential and take such reasonable measures as to protect it from public access. If the District receives a request, whether via the Public Records Act and/or via a judicial process that seeks the publication and/or production of said information, District agrees to provide notice in writing to the entity whose information is sought to afford them an opportunity to challenge the third party's access and/or to seek to quash the judicial process which seeks the publication and/or production thereof.

VERIFICATION AND SIGNATURE

I, the undersigned, certify and declare that I have read all the foregoing answers to this Statement of Qualifications Questionnaire. I also certify and declare that I have personally reviewed and approved the information provided for the Company Experience, Project Manager Experience, Company Safety Information and Financial Information. I certify and declare that the foregoing is true and correct.

Signed this _____ day of _____, 20____

_____
Bidder's Name

_____ _____
Authorized Signature Date

_____
Title of Signator

END OF CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

(THIS PAGE LEFT BLANK INTENTIONALLY)

Name of Bidder: _____

ATTACHMENT C

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

- Bidder shall maintain a current DIR registration for the duration of the project.
- Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

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Name of Bidder: _____

ATTACHMENT D

DESIGNATION OF SUBCONTRACTORS
(To Be Submitted with Bid)

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, sections 4100 et seq., each bidder shall set forth below: (a) the name and the location of the place of business, (b) the California State Licensing Board contractor license number, (c) the Department of Industrial Relations public works contractor registration number, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, including bridges, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

The Bidder's attention is directed to the provisions found in Section 00200-20.0, WORK PERCENTAGES, which stipulates the percent of the Work to be performed with the Bidder's own forces.

Work to be done by Subcontractor	Percent of Total Bid Price	Name of Subcontractor	Address of Business	CSLB Contractor License Number	DIR Registration Number

Name of Bidder: _____

Work to be done by Subcontractor	Percent of Total Bid Price	Name of Subcontractor	Address of Business	CSLB Contractor License Number	DIR Registration Number

Name of Bidder _____

Signature _____

Print Name and Title _____

Dated _____

(USE ADDITIONAL SHEETS IF NECESSARY)

Name of Bidder: _____

ATTACHMENT E

SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS

(To Be Submitted with Bid)

1. The undersigned Bidder represents that, if awarded the Contract, the items of major equipment and materials specified below will be supplied by the manufacturers or suppliers specified below. By so indicating, Bidder warrants that the equipment and materials manufactured and/or supplied by the named manufacturer or supplier will be provided on the Project unless review of submittal information or performance tests reveal that the equipment or material does not meet Contract requirements or the manufacturer or supplier is unable to meet the delivery requirements necessary to maintain progress of the Project based upon the accepted baseline construction schedule. Failure to indicate a manufacturer or supplier listed in the following schedule may render the Bid non-responsive and may be the basis for rejection of the Bid.

2. All major Equipment shall be bid according to the following:

(a) Not used.

(b) The following Major Equipment Schedule Table designates major equipment items to be provided. All costs for providing these equipment items shall be included in the Lump Sum Bid. The Bidder shall indicate which Manufacturer/Supplier of equipment he proposes to provide, by checking ONE of the named, listed items and, if the Bidder desires to propose an "or equal" equipment item, by writing in a proposed "or equal." If the Bidder writes in a proposed "or equal," he shall also check one of the named, listed items. It is the Bidder's responsibility that all equipment to be provided, either checked or proposed "or equal" write-in, meet the requirements of the Specifications.

(c) The opinion of the Engineer will be the final determination of whether a write-in “or-equal” meets the design intent. In the event that the Engineer allows the Bidder's proposed "or equal" material or equipment item for use as an "or equal”, the proposed "or equal" material or equipment item shall be provided for the amount included in the Lump Sum Bid with NO change in Contract price. Should the write-in proposed "or equal" item be determined "not equal" by the Engineer, then the Bidder hereby agrees to provide the checked Manufacturer/Supplier item for the amount included in his Lump Sum Bid. Should a Bidder fail to indicate which named manufacturer or supplier his Lump Sum Bid is based on, or checks more than one named Manufacturer/Supplier per listed equipment item, the Bidder hereby agrees to provide the Manufacturer/Supplier item noted as "A" for the amount included in his Lump Sum Bid with NO change in Contract Price.

(d) Allowances of proposed "or equal" equipment does not constitute a waiver of the Specifications. Proposed "or equal" equipment is defined as equipment proposed and named by the Bidder under the Manufacturer/Supplier column in the Major Equipment Schedule Table as equal and equivalent to the specified equipment.

(e) Proposed "or equal" equipment will only be considered after award and execution of contract. For each "or equal" (write-in) equipment item, Contractor shall submit a properly completed Section 01600.1 MATERIAL/ PRODUCT SUBSTITUTION REQUEST FORM, within thirty (30) calendar days after the date of the Notice to Proceed. Proposed “Or Equal” Substitution Form must be completely filled out, certified and include all required supporting documentation to allow Engineer to assess the "or equal" acceptability of the product or system. Failure to submit all the required information within the established time limit shall be grounds for determination that the proposed "or equal" major equipment item is "not equal" to the named, listed Manufacturer/Supplier equipment item.

(f) Within thirty (30) calendar days after receiving the proposed "or equal" major equipment submittals, the Engineer will notify Contractor, in writing, as to whether or not the submitted proposed "or equal" equipment, if any, are accepted as meeting the general specification requirements. The consideration of this equipment shall not be construed to indicate final acceptance by the District, nor relieve the Contractor and/or Manufacturer/Supplier of the equipment from providing the post-Contract award submittal information.

(g) To be deemed equal, the proposed "or equal” equipment shall be the same or better than the specified named product with respect to features, materials of construction, function, performance, reliability, quality, general dimensional configuration, operations and maintenance access and costs, and static and dynamic loads. Determination of equality in reference to the project design requirements will be made by the Engineer.

(h) No proposed "or equal" major equipment will be considered unless, in the opinion of the Engineer, it conforms to the Contract Drawings and Specifications in all respects, except for make and manufacturer and minor details.

(i) Design of this project is based upon the Manufacturer/Supplier equipment item noted as the "A" item in the Major Equipment Schedule Table. When a "B," "C," or "D" named item is named in the Major Equipment Schedule Table, the equipment or product of this "B," "C," or "D" named manufacturer or supplier is deemed "or equal" in quality; however, should a Bidder propose providing a "B," "C," or "D" named item, or proposed "or equal" (write-in) equipment, he shall comply with the following:

1) If the Bidder proposes "or equal" (write-in) equipment or equipment other than an "A" named manufacturer, he shall include in the Lump Sum Bid all additional costs (including all general construction, process mechanical, HVAC, plumbing, electrical, and instrumentation and control work), required to accommodate, furnish, and install the proposed equipment or material, training, and spare parts.

2) Contractor shall reimburse the District for Engineer's time and expense charges associated with the review of proposed "or equal" Major Equipment or System submittals, subsequent notification to Contractor of disposition, and any associated modifications to the Drawings.

Name of Bidder: _____

MAJOR EQUIPMENT OR SYSTEM SCHEDULE
SUPPLIED BY CONSTRUCTION CONTRACTOR

SECTION	EQUIPMENT OR SYSTEM	NAME OF EQUIPMENT OR SYSTEM SELECTED Indicate with a check mark within the ( )
N/A		

END OF SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIER

(THIS PAGE LEFT BLANK INTENTIONALLY)

Name of Bidder: _____

ATTACHMENT F

BID BOND
(To Be Submitted with Bid)

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED _____ as principal; and _____ as Surety, are hereby held and bound unto the SAUSALITO-MARIN CITY SANITARY DISTRICT, hereinafter called the "District", in the sum of _____ dollars ($_____) which sum is equal to at least ten (10) percent of the total amount of the Bid, for the Work, payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the construction of:

SAUSALITO SEWER COLLECTION SYSTEM REHABILITATION PROJECT

NOW, THEREFORE,

a) If the Bid is rejected, or in the alternative,
b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of Contract attached hereto (all completed in accordance with said Bid and Contract), and shall in all other respects perform the agreement created by the acceptance of said Bid;

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 default of the Principal hereunder shall be the 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 sub bid, and said Surety does hereby waive notice of any such extension.

Should the District file an action in a court of law to enforce this bond, the prevailing party shall be entitled to recover any and all costs and fees associated with the litigation, including but not limited to attorneys' fees and experts' fees. The parties agree that proper venue and jurisdiction for such an action will be the Superior Court of California in Marin County; any party's rights to other venue or jurisdiction under law (such as California Code of Civil Procedure sections 392 et seq.) are expressly waived.

IN WITNESS THEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Name of Bidder: _____

IN PRESENCE OF:

Principal Signature _____ (Seal)

Principal Name _____

Business Address _____

Surety Signature _____

Surety Principal Name _____

Surety Name _____ (Seal)

Business Address _____

(Note: This bond must be signed and acknowledged by both the Principal and Surety before a Notary Public, and acknowledgments, with Notarial Seals, attached hereto. Surety must be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer.") 1/05

SUBMIT BOND OR OTHER CASH GUARANTEE AS PART OF YOUR BID

END OF BID BOND

Name of Bidder: _____

ATTACHMENT G
NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

_____
(Date)

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Name of Bidder: _____

ATTACHMENT H

IRAN CONTRACTING ACT CERTIFICATION
(To Be Submitted with Bid)

(Public Contract Code Section 2200 *et seq.)*

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☐ The Contractor is not:

(I) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(II) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the work does not exceed $1,000,000.

Signed_____

Titled_____

Firm_____

Date_____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

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Name of Bidder: _____

ATTACHMENT I

DEBARMENT CERTIFICATION
(To Be Submitted with Bid)

By submitting its bid the bidder certifies in accordance with California Public Contract Code Section 6109 that neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109, contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on public works projects.

By: _____
(Official authorized to bind Bidder)

Title: _____

Firm: _____

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Name of Bidder: _____

ATTACHMENT J

BID DOCUMENT CERTIFICATION

(To Be Submitted within three (3) Business Days after the District has served written notice to all Bidders of the District's determination of the lowest monetary Bidder)

Project Name: _____ **PROJECT**

The undersigned hereby certifies that the bid documentation contained herein constitutes the complete, only and all documentary information used in the preparation of the Bid as specified in the Instructions to Bidders, and that I have personally examined these contents and have found that this bid documentation is complete. Furthermore, I certify that all Subcontractors whose total subcontract amount exceeds five percent (5%) of our Total Bid Amount have furnished separate Escrow Bid Documents and their bid documentation is also furnished herein.

By: _____

Title: _____

Firm: _____

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SECTION 00510

AGREEMENT

AGREEMENT FOR THE CONSTRUCTION OF

SAUSALITO SEWER COLLECTION SYSTEM REHABILITAION PROJECT

THIS AGREEMENT made and entered into this ___ day of _____, 2026, between the Sausalito-Marin City Sanitary District, a public entity organized and existing under the laws of the State of California, hereinafter referred to as the "District" or "Owner" and , _____ , hereinafter referred to as the "Contractor";

RECITALS

WHEREAS, the District Board of Directors heretofore caused Drawings and Specifications for the Work hereinafter mentioned to be prepared, and therefore did approve and adopt the Drawings and Specifications; and

WHEREAS, the District Board of Directors did cause to be published for the time and in the manner required by law, a Notice inviting sealed Bids for the performance of the Work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the District Board of Directors within the time specified in the Notice, and in the manner provided for therein, a sealed Bid for the performance of the Work specified in the Contract Documents, which the Bid, and the other Bids submitted in response to the Notice, the District publicly opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible Bidder for the performance of the Work, and the District Board of Directors, as a result of the canvass of the Bids, did determine and declare Contractor to be the lowest responsible Bidder for the Work and award a Contract to Contractor to do the Work referred to in the aforementioned plans and specifications; and

WHEREAS, Contractor is ready, willing and able to complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings and all other terms and conditions of the Contract Documents; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter, the District and Contractor agree as follows:

ARTICLE 1 — ARTICLE 1 – SCOPE OF WORK

1.1 The Work. The Contractor shall furnish all labor, materials, tools, apparatus, equipment, transportation, insurance, bonds, special services and skill to construct and complete in good workmanlike and substantial manner to the satisfaction of the District all the Work called for, and in the manner designated in, and in strict conformity with the Contract Documents for the project entitled: **SAUSALITO SEWER COLLECTION SYSTEM REHABILITATION PROJECT**. All incidental work not shown on the Plans or specified herein which is necessary to complete the Work so as to provide the project described, or shown, shall be furnished and installed as part of this Contract at no additional cost to the District.

1.2 Location of Work. The Work will be performed at the following location: City of Sausalito at intersection of Coloma and Bridgeway Streets as shown on the Contract Drawings.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 Contract Documents.

The Contract Documents consist of the following documents:

- Bidding Requirements (Sections 00100 through 00400. Does not include Section 00300, Supplemental Project Information Available to Bidders);
- Contracting Requirements (Sections 00510 through 00800);
- General Requirements (Division 1);
- Technical Specifications (all other Divisions following Division 1);
- District Standard Specifications
- Contract Drawings;
- Addenda (numbers ___ to____, inclusive);
- Permits from other agencies as may be required by law; and
- All other documents incorporated by reference into these Contract Documents.
- The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - Notice to Proceed (Section 00600);
  - Field Directive(s);
  - Change Order(s);
  - Construction Change Directive; and
  - Field Order(s).

2.2 Not Contract Documents. There are no Contract Documents other than those listed in this Section 00510, Article 2, Contract Documents, Section 00300, Supplemental Project Information Available to Bidders, and the information supplied therein, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided for in Section 00700, General Conditions and Section 00800, Supplemental General Conditions**.**

2.3 Definitions and Terms. Unless otherwise specifically provided herein, all terms, words and phrases defined in Section 00700- 1.02, Definitions of Words and Terms, shall have the same meaning and intent in this Agreement.

2.4 Entire Contract; Interpretation. This Agreement, together with the Contract Documents, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto (including without limitation, District's award of the Contract to Contractor and any applicable letter of intent), unless such agreement is expressly incorporated herein. District makes no representations or warranties, express or implied, not specified in this Agreement or the Contract Documents. This Agreement and the Contract Documents are the product of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code §1654) that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement or the Contract Documents.

2.5 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon District and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

2.6 Amendments. The terms of this Agreement or the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except as authorized by the Contract documents or by a written instrument signed by the Parties.

2.7 Further Assurances. The Parties shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement and the Contract Documents.

ARTICLE 3 – CONTRACT PRICE

3.1 Contract Price Breakdown. Subject to additions and deductions by Change Order(s) as provided in the Contract Documents, the District agrees to pay and Contractor agrees to accept, in full payment for completion of the Work in accordance with the Contract Documents as follows:

BID SCHEDULE

Phase I Bid Items					
Item	Description	Quant	Unit	Unit Price	Total bid item price, dollars
1	Mobilization/Demobilization including SWPPP (not to exceed 5% of Total Bid Price)	1	LS		
2	Sheeting, shoring, and bracing, or equivalent method for the protection of life and limb in trenches and open excavations, pursuant to California Labor Code Sections 6705 and 6707.	1	LS		
3	Pipeburst Existing 4” or 6” Sewers With 6.63” OD DR17 HDPE Sewer Main	7,467	LF		
4	Pipeburst Existing 6” or 8” Sewers With 8.63” OD DR17 HDPE Sewer Main	804	LF		
5	Pipeburst Existing 10” or 12” Sewer With 12.75” OD DR17 HDPE Sewer Main	647	LF		
6	Open Cut and Sag Repair 6” to 12” Sewers With Matching OD, or Diameter specified by District, Install DR17 HDPE or PVC C-900 Sewer Main	1,100	LF		
7	Connect to Existing Manholes	114	EA		
8	Remove and Replace Manhole Frame and Cover, Raise to Grade	20	EA		
9	Rehabilitate Manhole and Coat with Polyurethane	17	EA		
10	Remove and Replace Rodhole	6	EA		
11	Remove and Replace 4’ Standard Manhole	1	EA		
12	Locate & Pothole Existing Laterals, CCTV and Provide Quote to Rehabilitate Upper Lateral	175	EA		
13	Connect Existing Lower Lateral	175	EA		
14	Pothole Utility Mains	200	EA		
15	All Work in accordance with the Contract Documents, with the exception of work included under bid Items 1 thru 14.	1	LS		

TOTAL BID AWARD PRICE (Items 1 through 15) $_____

TOTAL BID AWARD PRICE (in words)_____

_____

_____

The above Total Contract Price includes all allowances, if any, provided for in the Contract Documents. Progress and final payments shall be in accordance with the General Conditions.

When, under the provisions of this Agreement, the District shall charge any sum of money against Contractor, District shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from District. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay District's charges against him, the District shall have the right to recover the balance from Contractor or its sureties.

Compensation for Unit Price Items shall be based upon the unit prices stated in above schedule times the actual quantities or units of work and materials performed or furnished. Unit prices paid by the District may change depending on actual quantities or units or work completed in accordance with Section 00700-9.04, Increased or Decreased Quantities.

3.2 Substitution of Securities for Money Withheld. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the District to ensure performance of the Agreement in the manner as provided by California Public Contract Code §22300. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the District or with an approved financial institution as escrow agent according to a separate Security Agreement. Securities eligible for substitution shall include those listed in §16430 of the California Government Code or bank or savings and loan certificates of deposit.

ARTICLE 4 – CONTRACT TIMES

4.1 Time is of the Essence. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of this Agreement.

4.2 Commence Work. Contractor shall commence execution of the Work on the date established in the Notice to Proceed. The District reserves the right to modify or alter the Commencement Date of the Work.

4.3 Days to Achieve Contract Times. The Contractor shall diligently execute the Work to complete each Milestone listed below within the following number of consecutive calendar days from the date established in the Notice to Proceed for the commencement of the Contract Time.

Times Allowed for Completion

Contractual Completion Event	Completion Time (# of calendar days from Notice to Proceed date) or Seasonal Dates
Substantial Completion	400
Final Completion	440

Milestones – Milestones are further defined in Section 01140, Work Restrictions and Section 00800, Supplementary Conditions.

4.4 Liquidated Damages. The District and Contractor recognize that time is of the essence of this Agreement and that the District will suffer financial loss if the Work is not completed within the contract times specified in 4.3, **Days to Achieve Contract Times**. The actual fact of the occurrences of damages and the actual amount of the damages which District would suffer if the Work were not completed within the specified times set forth above are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it would be impracticable and extremely difficult to fix the actual damages.

Damages which District would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, construction management, inspection, and supervision; the loss suffered by the public within the District's constituent cities by reasons of the delay in the completion of the project to serve the public at the earliest possible time; and, costs associated with ongoing and extended permit compliance.

Accordingly, the District and the Contractor agree that as liquidated damages for delay, in accordance with California Government Code Section 53069.85, the Contractor will forfeit and pay to the District liquidated damages in the amounts set forth in the table below, per day for each and every calendar day that expires after the time for completion specified in the above section 4.3, Days to Achieve Contract Times, except as otherwise provided by extension of time pursuant to Section 00700-8.04, Time Extensions, of the General Conditions.

It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this Contract was made, and that the District may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor.

Damages for Delays

Milestone	Contractual Completion Event	Dollars Per Day Liquidated Damages (Amount in Dollars)
	Substantial Completion	$1,000
	Final Completion	$ 500

4.6 Damages for Violations of Environmental Impact Mitigation Requirements. The Contractor recognizes that the District has defined environmental controls for the Work to promote compliance with the environmental impact mitigation requirements identified in the District's certified Final Initial Study / Mitigated Negative Declaration and related mitigation monitoring and reporting plan for the Work. In addition to the liquidated damages specified in Section 4.4, **Liquidated Damages**, the District and the Contractor agree that penalties imposed on and costs incurred by the District as a result of violations of such requirements caused by the actions or inactions of the Contractor, its employees, or subcontractors, the Contractor will forfeit and pay the District any and all penalties and costs for such violations, up to a maximum of $10,000 per calendar day. Costs related to such penalties and violations include, without limitation, District staff time, District equipment costs, materials, District's consultants and legal fees.

ARTICLE 5 – INSURANCE AND BONDS

5.1 Insurance. Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions and the Supplementary Special Conditions. By execution of this Agreement, the Contractor certifies as follows:

"I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract."

5.2 Faithfull Performance Bond and Payment Bond. The Contractor, simultaneously with the execution of the Agreement, will be required to furnish a Faithful Performance Bond to guarantee the Faithful Performance of the Contract equal to one hundred (100%) of the Total Contract Price set forth in Article 4 and a Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California equal to one hundred percent (100%) of the Total Contract Price set forth in Article 4. The bonds must be issued by a surety company admitted in California and with a current A.M. Best's rating of no less than A-:VII or equivalent, unless otherwise approved by Agency.

Any alteration(s) made in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alteration(s) is hereby given, and any surety on said bonds hereby waives the provisions of Sections 2819 and 2845 of the California Civil Code.

Contractor must submit the following document with the bonds: The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

ARTICLE 6 – CITY'S REPRESENTATIVE(S) AND AUTHORITY'S CONSULTANTS

6.1 District's Representative. The District has designated **Kevin Rahman,** or his/her designee to act as District's Representative. The District may change the individual(s) acting as District's Representative(s), or delegate one or more specific functions to one or more specific District's Representative at any time with notice and without liability to Contractor. Each District's Representative is the beneficiary of all Contractor obligations to the District, including without limitation, all releases and indemnities. All documents requiring the signature/approval of District shall be signed by the District's Representative.

6.2 Design Engineer. The District has designated **Carollo Engineers** to act as Design Engineer. The Design Engineer is included within and covered by Contractor's release and indemnity obligations to the District.

6.3 Construction Manager. The District has designated **Kevin Rahman,** to act as Construction Manager. The District may assign, upon mutual agreement, all or part of the District's Representative's duties, rights and responsibilities to the Construction Manager. The Construction Manager is the beneficiary of all Contractor obligations to the District, including without limitation, all releases and indemnities.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.1 Representations and Warranties. In order to induce the District to enter into this Agreement, Contractor makes the following representations and warranties:

A. Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

B. Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, record drawings, drawings, products specifications or reports, available for bidding purposes, of physical conditions, including Underground Facilities, which are identified in Section 00300, Supplemental Project Information Available to Bidders**,** or which may appear in the Contract Documents. Contractor further acknowledges and agrees that, in executing the Agreement, it is relying on its own observation of (1) the site of the Work, (2) access to the Site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Contract, the plans, the specifications, and other related information made available to Contractor by the District.

C. Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

D. Contractor has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and record drawings and actual conditions and the written resolution thereof (if any) through Addenda issued by the District is acceptable to Contractor.

E. Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

F. Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

Contractor has listed the following Subcontractors consistent with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq*.: **Name of Subcontractor and Address of Mill or Shop**	**Description of Subcontractor's Work**	**Subcontractor's License No.**

ARTICLE 8 – LABOR CODE COMPLIANCE AND DAVIS-BACON WAGES

8.1 **California Labor Code**. Pursuant to the provisions of §1770 et seq. of the California Labor Code, which are hereby incorporated by reference and made a part hereof, the Director of the Department of Industrial Relations has determined the general prevailing rate of the per diem wages and the general prevailing rate for holiday and overtime Work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to perform the Work. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at District office, or may be downloaded from the State Department of Industrial Relations website, Division of Labor Statistics and Research, http://www.dir.ca.gov/dlsr/. The rate of prevailing wage for any craft, classification or type of workmanship to be employed in performing the Work is the rate established by the applicable collective bargaining contract which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate is adopted.

It shall be mandatory for the Contractor and all subcontractors to pay not less than such specified prevailing wage rates to all workers employed in the performance of the Work. If any worker engaged in the performance of the Work is paid less than the specified prevailing wage rate, the Contractor shall pay to each such worker the difference between the specified prevailing wage rate and the actual amount paid to such worker for each calendar day or portion thereof. In addition, Contractor shall comply with the provisions of California Labor Code §1775, including provisions which require Contractor to (a) forfeit as penalty to District not more than $200 for each calendar day or

portion thereof for each worker (whether employed by Contractor or any Subcontractor) paid less than the applicable prevailing wage rates for any work done under this Contract in violation of the provisions of the California Labor Code, and (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week for all laborers, workers and mechanics employed in connection with the performance under the Contract Documents or any subcontract thereunder, and showing the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by District and its agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the District harmless from any and all claims made by the State of California, the Department of Industrial Relations, any Subcontractor, any worker or any other third party with regard thereto. Contractor shall be responsible to ensure compliance with section 1776. Failure to comply with that section may result in the California Labor Commissioner's assessment of a penalty of $100 per day per affected worker.

The Contractor shall post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

The successful Bidder and its subcontractors shall employ the appropriate number of apprentices, in each apprenticeable craft, on the project site as stipulated in California Labor Code sections 1777.5, 1777.6 and 1777.7. Failure to comply may result in the California Labor Commissioner's assessment of a penalty of $100 for each day of noncompliance.

Pursuant to California Labor Code Section 1771.1, by execution below, the Bidder and its Subcontractors certify that when the Bidder's bid was submitted, the Bidder and its Subcontractors were registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code, subject to limited legal exceptions. Pursuant to California Labor Code Section 1771.1, by execution below, the Bidder and its Subcontractors certify that they are registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code, subject to limited legal exceptions.

8.2 Davis-Bacon Wages.- Not Used.

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 Assignment. Contractor shall not assign this Contract or any rights under or interests in the Contract without the District's written approval. No assignment will release or discharge the Contractor from any duty or responsibility under the Contract Documents.

9.2 Successors and Assigns; No Third Party Beneficiaries. The provisions of this Agreement and the Contract Documents shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the Parties. Nothing contained in this Agreement or the Contract Documents is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights or remedies hereunder.

9.3 Contractor Bankrupt. If Contractor should commence any proceeding under federal bankruptcy law, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the District may, without prejudice to any other right or remedy, terminate the Agreement and complete the Work by giving notice to Contractor and its surety according to the General Conditions.

The District shall have the right to complete, or cause completion of the Work, all as specified in the General Conditions.

9.4 Unfair Competition. The following provision is included in this Agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, with further acknowledgment by the parties."

9.5 Nondiscrimination and Equal Opportunity. The Contractor shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any affirmative obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract.

9.6 No Waiver of Remedies. Neither the inspection by the District or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by the District, nor any extensions of time, nor any positions taken by District or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to District or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, and the District shall have any and all equitable and legal remedies, which it would in any case have.

9.7 Governing Law. This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Marin, State of California, and governed by California law (excluding choice of law rules). By entering into this Agreement, the Contractor consents and submits to the jurisdiction of Courts of the State of California, over any action of law, suit in equity, and/or other proceeding that may arise out of the Contract Documents.

9.8 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement or the Contract Documents shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

A. personal delivery, in which case notice is effective upon delivery;

B. certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

C. nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

D. facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

Any written notice to Contractor shall be sent to:

Company Name _____

Company Address _____

Individual's Name _____

Individual's Email Address _____

Individual's Direct Dial Phone #: _____

Individual's Fax # _____

Any written notice to District shall be sent to:

Attn: Kevin Rahman, District Engineer

1 East Road

Sausalito, CA 94965

kevin@smcsd.net

9.9 Execution in Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

DATE: _____

BY_____

_____
Print Name

_____
Title

_____
DIR Registration #

_____
Federal ID#

_____
California Contractor's License # & Classifications

_____
Contractor's License Expiration Date

Type of Business Entity *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
_____ Corporation
_____ Limited Liability Company
_____Other (*please specify:*_____)

If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

Sausalito-Marin City Sanitary District
a California Public Entity

DATE_____ BY _____
Kevin Rahman, General Manager

****END OF SECTION 00510****