ITEM NO. 5

STAFF REPORT

CITY OF OCEANSIDE

DATE: March 13, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF PLANS AND SPECIFICATIONS FOR IMPROVEMENTS ON CALIFORNIA STREET FOR THE SAFE ROUTES TO SCHOOL LINCOLN MIDDLE SCHOOL/PALMQUIST ELEMENTARY SCHOOL PROJECT**

SYNOPSIS

Staff recommends that the City Council approve the plans and specifications for improvements on California Street for the Safe Routes to School Lincoln Middle School/Palmquist Elementary School project; and authorize the City Engineer to call for bids.

BACKGROUND

Lincoln Middle School and Palmquist Elementary School are located along California Street, a widely-used collector road in Oceanside. California Street serves as a main route to both Lincoln Middle School and Palmquist Elementary School, and to the surrounding neighborhoods. The schools are located across the street from each other with a common striped crosswalk, across California Street, that the students use commuting to and from school. Several residents and school officials have requested safety evaluations largely due to speeding, improper turning movements, and/or right-of-way violations.

In July 2008, staff completed and submitted a grant request for the second cycle of the Federal Safe Routes to School (SRTS) Program. The grant application was for the installation of traffic devices on California Street, between Hunsaker and Ridgeway Street, for Lincoln Middle School and Palmquist Elementary School. The proposed traffic devices included the construction of curb pop outs, a median, and two radar feedback signs. Curb pop outs and the median will narrow the roadway thereby providing a safer area for students to cross the street. Radar feedback signs will act as a visual warning for drivers to decrease their travel speeds.

In October 2008, staff was informed that the City of Oceanside's grant request was awarded in the amount of $63,320 for Lincoln Middle School and Palmquist Elementary School improvements. Staff's grant request was one of the eight projects awarded out of 49 that were submitted for the second cycle of the SRTS.

After the City received notification of the approved grant request, staff started working with the Oceanside Unified School District to move forward with the project. At that time staff was made aware of the Oceanside Unified School District's modernization projects to several school locations, which included Lincoln Middle School and Palmquist Elementary School. Lincoln Elementary School was scheduled to have improvements made to their campus during the 2009-2010 school year, with Palmquist Elementary School improvements scheduled for a later date. As part of the school modernization projects, existing driveways and sidewalks were being relocated. This impacted the City's original grant request; therefore, City staff decided to wait until the modernization improvements were finalized to continue with the SRTS project. That resulted in a delay of the project.

On October 20, 2010, City Council accepted and appropriated $63,320 in SRTS grant funds to the Development Services Department.

Lincoln Elementary School's modernization improvements were completed in June 2010. Palmquist Elementary School's improvements were scheduled to start construction during the 2012-2013 school year.

A request for proposal (RFP) for professional design services for the Palmquist Elementary improvement was released on November 2, 2012. On December 11, 2012, staff hired RBF Consulting Inc., to prepare plans and specifications.

ANALYSIS

The Palmquist Elementary project is funded by SRTS grant funds and will require prevailing wages. The project also requires California Department of Transportation approval for each stage of the project, which has been obtained. The project calls for the construction of a median, curb pop outs, two solar radar feedback signs, and the removal and replacement of signing and striping along California Street between Hunsaker and Ridgeway Streets. The Engineer's estimate for the construction bid is $120,000.

The anticipated schedule for the project is as follows:

Bid Opening.....April 2013
Award of Contract.....May 2013
Start Construction.....June 2013
Construction Completion...August 2013

FISCAL IMPACT

The estimated total cost of this project, which includes engineering, administration, inspection, project management and contingency, is approximately $150,000. The FY 2012-13 Capital Improvement Program (CIP) budget for the SRTS Lincoln Middle School/Palmquist Elementary School project has a balance of $63,320 (917113800273.5305). To offset the additional costs of the project, $110,000 in TransNet funds will be programmed as part of the FY 2013-14 Capital Improvement Program budget; therefore, sufficient funds will be available.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve the plans and specifications for improvements on California Street for the Safe Routes to School Lincoln Middle School/Palmquist Elementary School project; and authorize the City Engineer to call for bids.

PREPARED BY:

David DiPierro
City Traffic Engineer

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

George Buell, Development Services Director

Scott O. Smith, City Engineer

Teri Ferro, Financial Services Director

CONTRACT DOCUMENTS FOR

SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES

CIP12-00001

OCEANSIDE, CALIFORNIA

Prepared by:

City of Oceanside
Development Services Department
300 North Coast Highway
Oceanside, CA 92054

March 13, 2013

PROJECT INFORMATION

PROJECT: **SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001**

PROJECT NUMBER: **CIP12-00001**

PROJECT MANAGER: **Darra Woods**
City of Oceanside
Development Services Department
300 North Coast Highway
Oceanside, CA 92054
(760) 435-5094

All questions or requests for information of a technical nature should be directed to the Project Manager.

The Plan Holder's List for this Project can be obtained by:

BELL BLUE REPROGRAPHICS
3740 Oceanic Way, Suite 305
Oceanside, California 92056
(760) 433-6881

CITY OF OCEANSIDE CONTRACT DOCUMENTS
TABLE OF CONTENTS

PROJECT: SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001

SECTION 1: NOTICE INVITING SEALED BIDS 1

SECTION 2: INSTRUCTIONS TO BIDDERS 3

SECTION 3: BID DOCUMENTS 13

SECTION 4: NOTICE OF AWARD 25

SECTION 5: AWARD DOCUMENTS 29

SECTION 6: NOTICE TO PROCEED 42

SECTION 7: GENERAL PROVISIONS 43

SECTION 8: SPECIAL PROVISIONS 72

EXHIBIT 1: STATE LABOR CODE REQUIREMENTS

EXHIBIT 2: STATE PREVAILING WAGE RATES

EXHIBIT 3: FAIR EMPLOYMENT PRACTICES PROVISIONS

EXHIBIT 4: NOTICE OF EQUAL EMPLOYMENT OPPORTUNITIES

EXHIBIT 5: CONSTRUCTION & DEMOLITION DEBRIS RECYCLING

CITY OF OCEANSIDE CONTRACT DOCUMENTS

SECTION 1: NOTICE INVITING SEALED BIDS

PROJECT: SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001

1.1 PUBLIC NOTICE IS HEREBY GIVEN that the City of Oceanside, hereinafter referred to as AGENCY, invites sealed bids for the above stated project and will receive such bids in the offices of and addressed to Oceanside City Clerk, 300 North Coast Highway, Oceanside, CA 92054, up to the hour of 11:00 a.m., the 1st day of April 2013, at which time they will be publicly opened.

1.2 Bids shall be written clearly and legibly in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside **"SEALED BID FOR SRTS TRAFFIC CALMING IMPROVEMENTS ON CALIFORNIA STREET FOR LINCOLN MS AND PALMQUIST ES, CIP12-00001 – DO NOT OPEN WITH REGULAR MAIL."**

1.3 The work to be done is described in the Plans, Special Provisions, and other Contract Documents for the above stated project. The AGENCY reserves the right to delete or reduce any bid item at the time the Notice of Award is sent. The general items of work included in the scope of work are as follows:

1.3.1 Scope of Work: Install two radar feedback signs, pop outs, a center median, a new crosswalk area, and new striping.

1.3.2 Location of Work: California Street between Hunsaker and Ridgeway Street.

1.3.3 Plan Reference Numbers: N/A

1.3.4 Time for Completion. Time is of the essence in the performance of work under this contract. All work shall be completed in every detail to the satisfaction of the Engineer, exclusive of Maintenance Periods, within 45 working days after the commencement date set forth in the Notice to Proceed.

1.3.5 Liquidated Damages: Per Section 7 of the General Provisions, Subsection 7.24, the Liquidated Damages for failure of the CONTRACTOR to complete the work within the Contract Time set forth in Subsection 1.3.4 and Section 6, Notice to Proceed are in the sum of five hundred dollars ($500) per consecutive day in excess of the contract time.

1.4 Copies of the Plans, Special Provisions, and other Contract Documents are available from **BELL BLUE REPROGRAPHICS, 3740 Oceanic Way, Suite 305, Oceanside, California 92056, (760) 433-6881** upon payment of a $$$$.00 (plus CA sales tax) non-refundable fee. Mailing fee information is available from Bell Blue Reprographics.

1.5 The CONTRACTOR to whom the contract is awarded shall be required to possess a Class "A" General Contractor's License at the time the contract is awarded.

1.6 As required by the California Labor Code, the CONTRACTOR to whom the contract is awarded, and any subcontractor under him, shall pay all workers employed on this project not less than the wages specified in the General Prevailing Wage Determination Made By The Director of Industrial Relations that is in effect on the date that the invitation for bids is first published ("State Prevailing Wage"). Copies of this Determination are on file with the AGENCY staff, and shall be made available for the review of any interested party upon request.

1.7 Further, there shall be no discrimination in employment practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of such person.

1.8 The AGENCY hereby affirmatively ensures that minority, or women business enterprises will be afforded full opportunity to submit bids in response to this notice and bidders will not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

1.9 Pursuant to California Public Contract Code Section 22300, and at the request and expense of the CONTRACTOR to whom the contract is awarded, securities shall be permitted in substitution of money withheld by the AGENCY to ensure performance under the contract.

1.10 The AGENCY reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of thirty (30) days after the date the bids are publicly opened.

Pursuant to the authority granted by the Oceanside City Council on the 13th day of March, 2013, the AGENCY hereby invites sealed bids for this Project.

PROJECT: SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001

By: _____

SCOTT O. SMITH

Title: City Engineer

Date: March 13, 2013

CITY OF OCEANSIDE CONTRACT DOCUMENTS

SECTION 2: INSTRUCTIONS TO BIDDERS

PROJECT: SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001

The Bidder shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

2.1 CONTRACT DOCUMENTS. The Contract Documents for this project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Documents, Notice of Award, Award Documents, Notice to Proceed, General Provisions, Special Provisions, Plans, Exhibit 1 through Exhibit 5, and all permits from other agencies as may be required by law.

The Contract Documents may be amended in writing from time to time in accordance with Subsections 2.9, 5.1.16, and 7.21, to clarify or modify the work contemplated in order to ensure the completion of the work in an acceptable manner. These amendments shall be incorporated into the Contract Documents.

The precedence of the Contract Documents is set forth in Subsection 5.1.1.

2.2 DEFINITIONS. The definitions set forth in this subsection shall apply to all Contract Documents.

a. **Addenda** – Written or graphic instruments issued in accordance with Subsection 2.9 prior to the opening of Bids, which clarify, correct or change the Contract Documents.

b. **AGENCY** - City of Oceanside.

c. **Agreement** – The written Public Works Agreement (Subsection 5.1) between the CONTRACTOR and the AGENCY which sets forth the Work to be performed and which incorporates all Contract Documents.

d. **Bid** – The firm offer by the Bidder to perform the Work set forth in the Contract Documents for the price set forth in the Bid Schedule.

e. **Bidder** – The legal entity (individual, sole proprietorship, partnership, corporation, or otherwise) submitting a Bid for the Work, acting through a duly authorized representative pursuant to Subsection 2.5, or a designated representative pursuant to the Notice of Award.

f. **Bidder's Security** – The security to be submitted by the Bidder pursuant to Subsection 2.13 to be used by the AGENCY in the event of the Bidder's failure to properly execute the necessary Award Documents set forth in the Notice of Award.

g. **Board** – City Council of the City of Oceanside.

h. **Caltrans** – California Department of Transportation.

i. **City Attorney** – The City Attorney of the City of Oceanside, or any Assistant or Deputy thereof.

j. **City Clerk** – The City Clerk of the City of Oceanside or the City Clerk's authorized designees.

k. **Code** – The codes of the State of California, unless otherwise specified.

l. **Completion Date** - The date of completion of all work under the Agreement as set forth in Section 6.

m. **Contract** – Contract Documents as defined in Subsection 5.1.1.

n. **CONTRACTOR** – The legal entity (individual, sole proprietorship, partnership, corporate, or otherwise) with whom the AGENCY has entered into the Agreement, acting through a duly authorized representative pursuant to Subsection 2.5. Upon proper execution of the Agreement, the CONTRACTOR shall be responsible for compliance with all requirements under the Contract Documents of the CONTRACTOR, the Bidder, the Successful Bidder, and the Prime CONTRACTOR.

o. **Contract Price** – The "total amount bid" set forth in the Bid Schedule (Subsection 3.5).

p. **Contract Time** – The amount of time for performance of all work under the Agreement as set forth in Section 6.

q. **County** – San Diego County.

r. **Day/Work Day** – Unless otherwise specified, the term "day" shall mean a calendar day of 24 hours, measured from midnight to the next midnight. A "work day" is any day other than 1) Saturday; 2) Sunday; 3) any day designated as a holiday by the AGENCY; 4) any other day designated as a holiday in a Master Labor Agreement entered into by the CONTRACTOR or on behalf of the CONTRACTOR as an eligible member of a Contractor Association, provided that the CONTRACTOR makes a written request for written confirmation from the Engineer within twenty (20) days after the designated holiday.

s. **Engineer** – The City Engineer of the City of Oceanside or the City Engineer's authorized designees.

t. **Federal** – The United States of America.

u. **Plans** – The design of the project as set forth in the Plan Reference Numbers referred to in Subsection 5.1 and amendments thereto approved in accordance with the Contract Documents. The plans describe the location, character, dimensions and details of the Work.

v. **Project** – The result of the performance of all Work set forth in the Contract Documents.

w. **Scope of Work** – The general description of the Work to be performed under the Contract Documents as set forth in Subsection 1.3 of the Contract Documents.

x. **Section/Subsection** – A reference in the Contract Documents to "Section" or "Subsection" shall refer to the Section or Subsection of the Contact Documents unless otherwise specified.

y. **Site** – The property within which the CONTRACTOR shall perform the Work under the Contract Documents as described in the Plans.

z. **Specifications** – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

aa. **Standard Drawings** – The Regional Standard Drawings, San Diego Area, 1988, and AGENCY approved supplements thereto.

bb. **Standard Specifications** – The 2009 edition of the Standard Specifications for Public Works Construction, including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of the Standard Specifications are available from the publisher, Buildings News, Incorporated, 3055 Overland Avenue, Los Angeles, CA 90034, 1-888-264-7483.

cc. **Standard Specifications of the City of Oceanside** – The most recent edition of the City of Oceanside Engineers Design and Processing Manual. Copies of this manual are available from the Development Services Department on the City's Website at http://www.ci.oceanside.ca.us/datarelation.aspx?Content=125.

dd. **State** – The State of California.

ee. **Subcontractor** – Any legal entity (individual, sole proprietorship, partnership, corporate, or otherwise) having a direct contract with the CONTRACTOR or any other subcontractor for the performance of a part of the Work.

ff. **Work** – Furnishing all materials, equipment, tools, labor and incidentals required by the Contract Documents to complete the project in a good and workmanlike manner satisfactory to the Engineer.

2.3 **DELIVERY OF BID**. Bids may be mailed or delivered by messenger. However, it is the Bidder's responsibility alone to ensure that the bid is received by the City Clerk prior to the hour and date for the bid opening specified in the Notice Inviting Sealed Bids. Any bids received by the City Clerk after the hour and date for the bid opening specified in the Notice Inviting Sealed Bids shall be returned unopened.

2.4 **BID DOCUMENTS**: All Bid Documents shall be typewritten or printed clearly and legibly in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside, **"SEALED BID FOR SRTS TRAFFIC CALMING IMPROVEMENTS ON CALIFORNIA STREET FOR LINCOLN MS AND PALMQUIST ES, CIP12-00001 – DO NOT OPEN WITH REGULAR MAIL."**

The Bid Documents for this project shall consist of Section 3, of the Contract Documents as follows:

Examination of Project Site and Contract Documents
Bidder's Certifications
Assignment by Bidder to AGENCY
Bidder's Obligations Upon AGENCY's Acceptance of Bid
Bid Schedule
Designation of Subcontractors
Contractor's License
Other Principals with Bidder
Bankruptcy Judgments and Financial Condition
References
Designation of Sureties
Labor Requirements
Fair Employment Practices Provisions
Equal Employment Opportunity Compliance
Additional Pages
Non-Collusion Affidavit
Bidder's Security

2.5 **BIDDER'S SIGNATURES**

2.5.1 The Bidder shall sign two documents in the Bid Documents:

a. Bid
b. Bidders Security

2.5.2 The legal name of the Bidder shall be typewritten or printed in Subsection 3.16(c) and below the signature line. The type of legal entity shall be included in the name of the Bidder (Examples: individual, sole proprietorship, general partnership, limited partnership, corporation). The name and title of all individuals signing for the entity ("Signatories") shall be typewritten or printed in Section 3.16(a) and 3.16(b) and below the signature line. All signatures shall be notarized.

The Bidder shall provide evidence that the individuals signing the document are authorized to bind the legal entity of the Bidder. The notarization does not constitute such proof unless the legal entity of the Bidder is an individual.

2.5.3 Sole Proprietorship. If the Bidder is a sole proprietorship, either a State Fictitious Business Name Statement or a City of Oceanside Business License is sufficient to establish the authority of an individual to bind the sole proprietorship.

2.5.4 Corporation. If the Bidder is a corporation, proof of authorization shall be established (pursuant to Corporation Code Section 313) if one of the corporate officers listed in column A below <u>and</u> one of the corporate officers listed in column below both sign the documents.

A_____ Chairman of Board or President or A_____ Vice President	AND	B____ Secretary or Assistant Secretary or B____ Chief Financial Officer or Assistant Treasurer

For any other combination of signatures of corporate officers, a copy of the board minutes, resolution, or articles of incorporation may be submitted to establish that the individuals have the authority to bind the corporation.

2.5.5 Partnership. If the Bidder is a Partnership, a State Certificate of Partnership (State form LP-1 for Limited Partnerships), or a copy of the Partnership Agreement is sufficient to establish the authority of a single General Partner to bind the Partnership.

2.5.6 Multiple Entities. If the individual or individuals signing the documents are signing on behalf of an entity other than the Bidder, and that other entity is authorized to bind the legal entity of the Bidder, then documentation must be submitted which establishes that the individuals have the authority to bind the other entity, and that the other entity has the authority to bind the legal entity of the Bidder.

2.6 CONTRACTOR'S LICENSE. The CONTRACTOR to whom the contract is awarded shall be required to possess a Class "A" General Engineering Contractor's License pursuant to Business and Professions Code Section 7056 at the time the contract is awarded.

2.7 DISQUALIFICATION OF BIDDERS. In the event that any bidder acting as a prime contractor has an interest in more than one (1) bid, all such bids shall be rejected, and the Bidder shall be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one (1) bidder, and while doing so, may also submit a formal bid as a prime contractor.

2.8 DESIGNATION OF SUBCONTRACTORS. The Bidder shall comply with the Subletting and Subcontracting Fair Practices Act as set forth in the Public Contract Code Section 4100 et seq., hereinafter referred to as the "Subcontracting Act." Any reference in these Contract Documents to the requirements of the Subcontracting Act are for the bidder's reference, and shall not limit the CONTRACTOR's obligations under law.

2.8.1 The Bidder shall set forth in Subsection 3.6 of the Bid Documents:

a. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work for this project, or a subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one–half (½) of one percent (1%) of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half (½) of one percent (1%) of the Bidder's total bid or ten thousand dollars ($10,000.00), whichever is greater.

b. The portion of the work which will be done by each subcontractor described in Subsection 2.8.1(a) above.

2.8.2 The Bidder shall list only one subcontractor for each portion of the Work as is defined by the Bidder in the Bid Schedule.

2.9 INTERPRETATIONS OF PLANS AND CONTRACT DOCUMENTS. If the Bidder is in doubt as to the meaning of any part of the Plans, Special Provisions or other Contract Documents, or finds discrepancies in or omissions from the Contract Documents, the Bidder shall submit to the City Clerk a written request for an interpretation or correction thereof prior to the time of publicly opening the bids. The Bidder shall be responsible for the prompt delivery of the request.

Any interpretation or correction of Contract Documents will be made only by written addendum by the Engineer to the Contract Documents. A copy of any addendum shall be delivered by the AGENCY to each person receiving a set of Contract Documents for this project.

The AGENCY shall not be responsible for any explanation or interpretations of the Contract Documents other than by written addendum. No oral interpretations of any provision in the Contract Documents shall be binding upon the AGENCY.

2.10 PREFERENCES FOR MATERIALS. Pursuant to Public Contract Code Section 3400, the AGENCY shall not limit the bidding, directly or indirectly, to any one specific concern.

Whenever any particular material, process, or equipment is indicated in the Contract Documents by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words "or equal." A listing of materials is not intended to be comprehensive, or in order of preference. The CONTRACTOR may supply any of the materials specified, or offer any material, process, or equipment considered to be equivalent to that indicated. Unless the CONTRACTOR clearly indicates in its Bid that it intends to offer an "equal" product, the Bid shall be considered as offering the brand name product.

The CONTRACTOR shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. The CONTRACTOR shall, at its expense, have the material tested as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will fulfill its intended function, and will sufficiently match other products in use by the AGENCY on public improvements either competed or in the course of completion.

Test methods shall be subject to the approval of the Engineer. Test results shall be reported promptly to the Engineer, who will evaluate the results and determine if the substitute item is equivalent.

All data and test results submitted by the CONTRACTOR in substantiation of the offered substitute shall be submitted to the Engineer within thirty-five (35) days after the Notice of Award, unless such submittal date is extended in writing by the Engineer. The Engineer shall make a determination to the CONTRACTOR, within ten (10) working days after the CONTRACTOR submits all substantiation of the offer, as to whether or not the offered substitution may be used in the performance of the Contract. A failure by the Engineer to issue a written determination to the CONTRACTOR within said ten (10) working days shall be deemed to be a rejection of the offered substitute. The Engineer's determination shall be final. Installation and use of a substitute item shall not be made by CONTRACTOR unless and until approved by the Engineer.

If a substitute offered by the CONTRACTOR is not found to be equal to the specified material, the CONTACTOR shall furnish and install the specified material at the price set forth in the Bid Schedule.

The CONTRACTOR shall not be entitled to an extension of Contract Time resulting from a request for substitution of materials.

2.11 IRREGULAR BIDS. Irregular bids may be rejected by the AGENCY.

A bid shall be considered irregular if any of the following situations occur:

(a) The Bid contains unauthorized provisions, conditions, limitations, or alternatives. (Alternative Bids shall not be considered unless specifically requested and authorized by the AGENCY prior to the bid opening.)

(b) The Bid is not typewritten or is not printed in ink.

(c) The Bid contains interlineations, alterations, erasures, clerical errors, or is otherwise illegible or unclear.

(d) The Bid is not properly signed in accordance with these instructions.

(e) The Bid is made on a form other than those provided in Section 3 of these Contract Documents. Additional descriptive matter may be submitted with the Bid if clearly documented in subsection 3.15 of the Bid Documents.

(f) The Bid is sent without sufficient postage.

(g) Multiple project bids are contained in the same envelope.

The AGENCY reserves the right to waive any irregularity except that the AGENCY shall not re-compute, adjust or modify the total amount bid submitted by any Bidder. The AGENCY reserves the right to adjust any Lump Sum or Unit Price item if the Total Bid Amount does not reflect the added value of the individual Bid items.

2.12 WITHDRAWAL OF BIDS. After a bid is received by the City Clerk, the bid may be withdrawn only by a written request signed by the Bidder. In order to cause a withdrawal of the bid, the request must be received by the City Clerk prior to the hour and date for the bid opening specified in the Notice Inviting Sealed Bids.

No oral request for withdrawal will be considered. No oral or written request for modification will be considered. The withdrawal of a bid shall not prejudice the right of the Bidder to submit a new bid, provided the new bid is submitted in accordance with these Instructions to Bidders.

After the bids have been publicly opened, they shall not be withdrawn by the bidders for a period of at least thirty (30) days subject to the exception stated in the paragraph below. The thirty (30) day period may be extended upon the written request by the Engineer and written approval by the Bidder.

A bidder shall be permitted to withdraw a bid after the opening of the bids only if the Bidder establishes to the satisfaction of the Engineer all of the following:

a. A clerical error was made by the Bidder in filling out the bid and the error was not due to an error in judgment, or an error in inspecting the site of the work, or an error in reading the plans or specifications.

b. The clerical error made the bid materially different than the Bidder intended the bid to be.

c. The Bidder gave the AGENCY written notice within five (5) days after the opening of the bids, which notice specifies in detail the nature of the error and how the error was made.

2.13 BIDDER'S SECURITY. A bid shall not be considered by the AGENCY unless a bidder's security in an amount equal to at least ten percent (10%) of the amount bid is enclosed with it in the sealed envelope. The bidder's security shall be in one of the following forms:

a. Cash

b. Cashier's check made payable to the AGENCY

c. A certified check made payable to the AGENCY

d. A bidder's bond executed by an admitted surety insurer, made payable to the AGENCY in the form of the Bidder's Bond in Subsection 3.17 of the Contract Documents. The Power of Attorney for the attorney in fact of the surety must be current and attached to the bond. The signature of the attorney in fact shall be notarized.

The Bidder's Security shall be held by the AGENCY and remain in effect until the successful bidder properly executes the necessary Award Documents as set forth in the Notice of Award (Section 4 of these Contract Documents).

If the Bidder is issued a Notice of Award by the AGENCY and the Bidder does not properly execute the necessary Award Documents as set forth in the Notice of Award, the award of Contract shall be void, and the Bidder's Security shall be forfeited to the AGENCY. The forfeited Bidder's Security shall be utilized by the AGENCY in accordance with Public Contract Code Sections 20170 through 20174.

2.14 AWARD OF CONTRACT. After the bids are publicly opened, the AGENCY shall review all bids for responsiveness to these Instructions to Bidders and the Bid Documents, compare the bids to the Engineer's estimate, and investigate the responsibility and qualifications of all Bidders to whom the award is contemplated for a period not to exceed sixty (60) days unless extended by written agreement between AGENCY and Bidder.

A responsible bidder shall be considered a bidder who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity and experience to satisfactorily perform the contract.

The AGENCY reserves the right to reject any or all bids and to waive any irregularity except that the AGENCY shall not re-compute, adjust or modify the total amount bid submitted by any Bidder. The AGENCY reserves the right to adjust any Lump Sum or Unit Price item if the Total Bid Amount does not reflect the added value of the individual Bid item.

If the AGENCY determines that it is in the AGENCY's best interest to award the contract, a Notice of Award shall be issued and sent to the responsible Bidder which has submitted the lowest responsive total bid amount as determined by the AGENCY.

AGENCY shall not be contractually obligated to any Bidder until a Notice of Award has been duly issued and a contract executed by both the Bidder and the AGENCY.

2.15 CONTRACT BONDS. Before execution of the contract, the Bidder shall provide two good and sufficient bonds in the amounts listed below:

a. "Performance Bond" for one hundred percent (100%) of the contract award to guarantee faithful and timely performance of all work, in a manner satisfactory to the AGENCY, and further guarantee that all materials and workmanship will be free from original or developed defects.

b. "Payment Bond" (material and labor bond) for one hundred percent (100%) of the contract award to satisfy claims of material suppliers, mechanics, and laborers employed by Bidder on the Work that is the subject of the agreement.

CITY OF OCEANSIDE CONTRACT DOCUMENTS

SECTION 3: BID DOCUMENTS

PROJECT: SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001

3.1 <u>EXAMINATION OF PROJECT SITE AND CONTRACT DOCUMENTS</u>. The Bidder declares that the project site, the terms of all Contract Documents, and the local conditions (including costs and physical conditions) affecting the performance of the work have all been carefully examined by the Bidder. The Bidder has taken all actions necessary to determine the requirements and difficulties of performance of the work.

The Contract Documents for this project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Documents, Notice of Award, Award Documents, Notice to Proceed, General Provisions, Special Provisions, Plans, Exhibit 1 through Exhibit 5, and all permits from other agencies as may be required by law.

The Contract Documents may be amended in writing from time to time in accordance with Subsections 2.9, 5.1.16, and 7.21, to clarify or modify the work contemplated in order to ensure the completion of the work in an acceptable manner. These amendments shall be incorporated into the Contract Documents.

The precedence of the Contract Documents is set forth in Subsection 5.1.1.

The Bidder's failure or omission to receive or examine any part of the Contract Documents, or to visit the site and be familiar with the existing conditions, shall in no way relieve the Bidder from obligation with respect to this bid or to the performance of the work under this contract.

3.2 <u>BIDDER'S CERTIFICATIONS</u>. Based upon the Bidder's above-stated examination of the project site and Contract Documents, and in accordance with the AGENCY's Notice Inviting Sealed Bids, the Bidder hereby bids to perform or cause to be performed all work as set forth in the Contract Documents which shall consist of furnishing all materials, equipment, tools, labor, transportation, services, and incidentals required to complete the project in a good and workmanlike manner satisfactory to the Engineer.

The Bidder understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

The Bidder understands that the unit prices set forth by the Bidder in the Bid Schedule shall include all appurtenant expenses, premiums, taxes, royalties, and fees. The Bidder shall make no reference in the Bid to Sales Tax, Use Tax, or any other tax. The Bidder shall make no reference in the Bid to any patent fees or royalties on any patented article or process which may be furnished or used in the Bid. The Bidder shall make no reference in the Bid to any premium for insurance or surety bonds. All amounts bid shall be deemed and held to include any such taxes, fees, royalties, or premiums which may be applicable.

The CONTRACTOR shall be responsible for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the AGENCY, except as is otherwise provided in California Public Contract Code Section 7105. CONTRACTOR shall also be responsible for expenses incurred in the suspension or discontinuance of the Work unless the CONTRACTOR is granted an extension of time for completion and a contract change order pursuant to Subsection 7.21 of the General Provisions.

The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation of the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

3.3 ASSIGNMENT BY BIDDER TO AGENCY. Pursuant to Public Contract Code Section 7103.5, in submitting a bid to AGENCY, Bidder offers and agrees that if the bid is accepted, it will assign to the AGENCY 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 Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, materials, or services by Bidder for the sale to AGENCY pursuant to the bid. Such assignment shall be made and become effective at the time AGENCY tenders final payment to Bidder.

3.4 BIDDER'S OBLIGATIONS UPON AGENCY'S ACCEPTANCE OF BID. If this bid is accepted for award by AGENCY, the Bidder receives a Notice of Award, Bidder agrees to properly execute all Contract Documents including bonds and insurance certificates in the time and manner specified in the Notice of Award.

Time is of the essence in the Bidder's performance of all obligations under these Contract Documents and all timing requirements shall be strictly adhered to unless otherwise modified by the AGENCY in accordance with the Contract Documents.

Bidder understands that failure to properly execute the Contract Documents in the time and manner specified in the Notice of Award shall result in forfeiture to the AGENCY of the Bidder's Security accompanying this bid. Upon proper execution of the Contract Documents by the Bidder and AGENCY, the Bidder shall perform all work for this project at the unit prices set forth in the following Bid Schedule.

3.5 BID SCHEDULE.

The contract is subject to award to the lowest responsible bidder based on the Base Bid.

NO	DESCRIPTION OF WORK	EST. QTY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	1	LS		
2	CONSTRUCTION SURVEY	1	LS		
3	INSTALL AND MAINTAIN TRAFFIC CONTROL	1	LS		
4	STORMWATER COMPLIANCE	1	LS		
5	REMOVE EXISTING STRIPES AND MARKINGS AND INSTALL NEW TRAFFIC STRIPING, LEGENDS, MARKINGS AND RAISED PAVEMENT MARKERS	1	LS		
6	DEMOLITION AND REMOVAL OF EXISTING CURBS, GUTTERS, SIDEWALKS, OTHER FLATWORK AND PAVEMENT SECTIONS AS NECESSARY TO INSTALL NEW IMPROVEMENTS	1	LS		
7	EXCAVATION AND GRADING	1	LS		
8	CONSTRUCT 6" HEIGHT CONCRETE CURB AND GUTTER (SDRSD G-2, TYPE G)	113	LF		
9	CONSTRUCT 6" MEDIAN CURB AND GUTTER (SDRSD G-6, TYPE B-3) W/ TRANSITIONS	101	LF		
10	CONSTRUCT SIDEWALKS AND CONCRETE FLATWORK	821	SF		
11	2" PAVEMENT GRIND AND MILL	220	SF		
12	SAWCUTTING	116	LF		
13	INSTALL AC PAVEMENT SECTION (4" AC OVER 10" AB)	2,030	SF		
14	INSTALL ADA COMPLIANT CURB RAMPS WITH TRUNCATED DOMES	2	EA		
15	INSTALL TRAFFIC SIGNS	4	EA		
16	INSTALL FORTEL VCALM-VMS-SOLAR RADAR FEEDBACK SIGN WITH MOUNTING HARDWARE, SOLAR CONTROLLER AND ENCLOSURE, SOLAR PANEL, BATTERIES, SD CARD, AND SOFTWARE. 30 INCH BY 30 INCH INTENSITY PRISMATIC REFLECTIVE W13-1(35) SIGN (25 MPH ADVISORY SPEED LIMIT SIGN)	2	EA		

NO	DESCRIPTION OF WORK	EST. QTY	UNIT	UNIT PRICE	TOTAL
17	INSTALL DROUGHT TOLERANT LANDSCAPING	1	LS		
18	INSTALL MEDIAN HARDSCAPE	293	SF		

Total Bid Amount in Numerals: $ _____

Total Bid Amount in Words: $ _____

_____

_____
Contractor

_____
By

_____
By

_____
Address

_____
Address

_____
Telephone Number

3.6 DESIGNATION OF SUBCONTRACTORS. As specified in Subsection 2.8 of the Instructions to Bidders, the Bidder shall comply with the Subletting Subcontracting Fair Practices Act as set forth in the Public Contract Code Section 4100 et seq. ("Subcontracting Act").

3.6.1 The Bidder shall be subject to the penalties set forth in the Subcontracting Act if the Bidder lists in his bid another contractor who will in turn sublet portions constituting the majority of work covered by the prime contract.

3.6.2 If the Bidder fails to specify a subcontractor or if the Bidder specifies more than one (1) subcontractor for the same portion of the work in excess of one-half (½) of one percent (1%) of the bidder's total bid, the Bidder agrees that it is fully qualified to perform that portion itself, and that the Bidder shall perform that portion itself.

If, after award of contract, the successful bidder ("CONTRACTOR") subcontracts, except as provided in the Subcontracting Act, the CONTRACTOR shall be subject to the penalties set forth in the Subcontracting Act. If the CONTRACTOR violates any provisions of the Subcontracting Act, the CONTRACTOR violates the contract, and the City Council may either cancel this Contract or assess a penalty to the CONTRACTOR in accordance with the terms of the Subcontracting Act.

3.6.3 The Bidder hereby certifies that the following is a list of all subcontractors which the Bidder is required by law to name in this bid:

	Item #'s of Work	Full Company Name, Address and Phone	Type and % of Work to be Performed	License No. & Classification
1.				
2.				
3.				

	Item #'s of Work	Full Company Name, Address and Phone	Type and % of Work to be Performed	License No. & Classification
4.				
5.				
6.				
7.				
8.				
9.				
10.				

3.7 CONTRACTOR'S LICENSE. Bidder certifies, under penalty of perjury, that the following information is true and correct. Any bid not containing the State Contractor's License Number and Class, and Expiration Date, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the AGENCY.

Bidder's Legal Name _____

State Contractor's License No. & Class _____

Original Date Issued _____

Expiration Date _____

3.8 OTHER PRINCIPALS WITH BIDDER. The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this bid:

_____

_____

_____

All current and prior DBA's aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows:

_____

_____

_____

3.9 BANKRUPTCY JUDGMENTS AND FINANCIAL CONDITION. If requested by AGENCY, the Bidder shall furnish, within ten (10) working days of request, a notarized financial statement, further references, and other information sufficiently comprehensive to permit an appraisal of the Bidder's current financial condition.

The date of any voluntary bankruptcy judgments against any principal having an interest in this bid are as follows:

_____

3.10 REFERENCES. The Bidder shall provide evidence that the Bidder has had the prior experience to properly perform in accordance with the terms of these Contract Documents.

The following are the five (5) most recent projects for which the Bidder has performed similar work of similar type, complexity, and dollar value recently constructed by the Bidder. The names, addresses, and phone numbers of the contracting agencies must be included:

	Date Completed	Agency Name, Address & Phone	Type of Work Performed	Contract Amounts
1.				
2.				
3.				
4.				
5.				

3.11 DESIGNATION OF SURETIES.

(a) PROJECT AWARDS OF $250,000.00 OR MORE

The bidder shall provide one of the following sureties:

1. A California admitted surety complying with Code of Civil Procedure §995.660; or
2. A current Treasury Listed Surety (Federal Register); or
3. A surety rated as A-X or higher by A.M. Best.

(b) PROJECT AWARDS OF LESS THAN $250,000.00

The bidder shall provide one of the following sureties:

1. A California admitted surety complying with Code of Civil Procedure §995.660; or
2. A current Treasury Listed Surety (Federal Register); or
3. A surety rated as B or higher by A.M. Best.

(c) A designated surety bond shall be made payable to the AGENCY. The bond shall contain a notarized signature of a duly authorized attorney-of-fact for the surety and be supported by a current power-of-attorney for the signator.

3.12 LABOR REQUIREMENTS. The Bidder certifies that it shall comply with the State Labor Code Requirements as set forth in Exhibit 1 attached hereto.

Pursuant to State Labor Code requirements, the Bidder shall comply with the General Prevailing Wage Determination Made by the Director of Industrial Relations as set forth in Exhibit 2 attached hereto ("State Prevailing Wages").

3.13 FAIR EMPLOYMENT PRACTICES PROVISIONS. Bidder certifies that affirmative action has been and shall be taken to meet all requirements of the Fair Employment Practices Provisions as set forth in Exhibit 3 of the Contract Documents, and that such affirmative action has been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

3.14 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE. Bidder certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

3.15 ADDITIONAL PAGES. The Bidder declares that the pages listed in this Subsection were added and included with these Bid Documents in order to accurately respond to the Instructions to Bidders and the Bid Documents. The following descriptions include the general nature of the additional information, as well as the number of additional pages. If any blank lines to not apply to the Bidder's Bid, write "None" on the blank line.

a) Addenda No(s) _____

b) Bidder's Security submitted pursuant to Subsection 2.13 of the Instructions to Bidders

_____

c) All other additional pages _____

_____

3.16 <u>NON-COLLUSION AFFIDAVIT</u>. Bidder shall fill in the three blank lines below with:

(a) The name of the person signing this bid on behalf of the Bidder.

(b) The title of the person signing this bid in relation to the Bidder.

(c) The legal name of the bidder.

(a) _____, being first duly sworn, deposes and says under penalty of perjury under the laws of the State of California that he or she has the right, power, legal capacity, and authority to execute this Bid as (b) _____ of (c) _____, the Bidder, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true, and, further that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute these Bid Documents on behalf of the bidder, and have caused these Bid Documents to be executed by setting hereunto their names, titles, and signatures hereon this day of _____, 2013, at _____ County, in the State of _____.

PROJECT: SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001

BIDDER: _____
Signature

_____
Signature

_____
Name and Title of Signatory

_____
Legal Name of Bidder

_____
Address

_____ _____
Telephone Number Federal Tax ID Number

SIGNATURES MUST BE MADE AND NOTARY ACKNOWLEDGEMENTS OF EXECUTION OF BIDDER MUST BE ATTACHED IN ACCORDANCE WITH SUBSECTION 2.5 OF THE INSTRUCTIONS TO BIDDERS.

3.17 BIDDER'S BOND

PROJECT: SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Bidder, and _____, as Surety, are held and firmly bound unto the City of Oceanside, as AGENCY, in the penal sum of _____ dollars ($_____), lawful money of the United States, which sum is at least ten percent (10%) of the total amount bid by Bidder to AGENCY for the above stated project, for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the above bounden Bidder submits a bid to AGENCY for the above referenced project (the terms and conditions of the bid are incorporated herein by reference); and if said bid is rejected by the AGENCY, or if said bid is accepted by the AGENCY and the Bidder properly executes all Contract Documents including bonds and insurance certificates in the time and manner specified in the Notice of Award, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect in favor of AGENCY.

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

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounden Bidder and Surety, and have set their names, titles, and signatures hereon this _____ day of _____, 2013.

BIDDER	SURETY
_____	_____
By: _____	By: _____
_____	_____
By: _____	By: _____
_____	_____
Address	Address
_____	_____
_____	_____
Telephone Number	Telephone Number

NOTARY ACKNOWLEDGEMENTS OF BIDDER AND SURETY MUST BE ATTACHED.

CITY OF OCEANSIDE

DEVELOPMENT SERVICES DEPARTMENT / ENGINEERING DIVISION

Date

Contact
Contractor's Name
Address
Address

Via Certified Mail

SUBJECT: **CONTRACT DOCUMENTS**
SECTION 4: **NOTICE OF AWARD**
PROJECT: **SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001**

Dear Contact:

The Oceanside City Council on behalf of the City of Oceanside, as AGENCY, awarded the contract for the above referenced project to (CONTRACTOR), as CONTRACTOR, on the _____ day of _____, 2013.

EXECUTION OF AWARD DOCUMENTS

In accordance with the Instructions to Bidders and the Bid Documents, the CONTRACTOR shall properly execute and deliver to the Engineer each of the following Award Documents:

1. Public Works Agreement, and
2. Faithful Performance Security, and
3. Payment Bond, and
4. Workers' Compensation Insurance Certification, and
5. Liability Insurance Certification.

If all the Award Documents listed above have not been properly executed and delivered to the Engineer within ten (10) working days of this Notice of Award, this award of contract shall be void, and the Bidder's Security submitted by the CONTRACTOR shall be forfeited to the AGENCY.

The contract for this project shall not be considered binding upon the AGENCY until the Public Works Agreement has been properly executed by both the CONTRACTOR, and the AGENCY.

The Public Works Agreement, the Faithful Performance Security, and the Payment Bond shall be signed by the CONTRACTOR (Bidder) in accordance with Subsections 2.5.2 through 2.5.6 of the Instructions to Bidders. When surety bonds are used as security, the surety's attorney in fact must have a current power of attorney attached to the bonds. The signature of the Attorney in Fact shall be notarized. Surety bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California.

The date on page one (1) of the Public Works Agreement shall be left blank. The date shall be filled in by the City Manager on the date that the AGENCY executes the Agreement.

The faithful performance security shall be in a sum not less than one hundred percent (100%) of the total contract price, in the form of the attached Performance Bond.

Pursuant to Civil Code Sections 3247 and 3248, the CONTRACTOR shall file a payment bond with and approved by the AGENCY. The payment bond shall be in a sum not less than one hundred percent (100%) of the total contract price. The payment bond shall be in the form of the attached Payment Bond and not a deposit in lieu of a bond.

The Workers' Compensation Insurance Certificate shall be provided pursuant to Subsection 5.1.9 of the Public Works Agreement. The Liability Insurance Certificate shall be provided pursuant to Subsection 5.1.10 of the Public Works Agreement.

Should any bond, security, or insurance certificate become insufficient or unsatisfactory to the AGENCY, notice will be given to the CONTRACTOR to that effect, and the Engineer may issue a Stop Work Notice to suspend the CONTRACTOR's performance until a satisfactory substitute is posted by the CONTRACTOR. No further payments shall be deemed due or will be made under the Contract until a satisfactory substitute is posted by the CONTRACTOR.

CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

In addition to submitting the Award Documents, the CONTRACTOR shall submit a proposed Construction Schedule to the Engineer within ten (10) working days after the date of the Notice of Award.

The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship and critical path of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, procurement of materials, and scheduling of equipment. The construction schedule shall include time, as necessary, for the protection, removal, or relocation of utilities and other existing improvements. The construction schedule shall reflect completion of all work under the Contract within the specified Contract Time and in accordance with

these specifications. The construction schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

Per Section 7, Subsection 7.24, the liquidated damages for failure of the Contractor to complete the work within the Contract Time set forth in Subsection 1.3.4 and Section 6, Notice to Proceed are in the sum of five hundred dollars ($500.00) per consecutive calendar day in excess of the Contract Time specified.

COMPLIANCE WITH NPDES AND STORMWATER DISCHARGE REQUIREMENTS

Prior to the commencement of any work, the CONTRACTOR shall verify evidence of existing coverage under California's Statewide General NPDES permit for Storm Water Discharges Associated with Construction Activities for all projects subject to the permit. CONTRACTOR shall also retain on the jobsite a Storm Water Pollution Prevention Plan (SWPPP) for the State Regional Water Quality Contractor Board (RCQCB) and the City's inspector, and shall implement the approved plan concurrent with the construction activities. CONTRACTOR shall comply with all applicable Federal, State and local laws, regulations and requirements pertaining to storm water discharges. Failure to do so can result in the issuance of a Stop Work Order until such time as the site is brought into compliance.

PRECONSTRUCTION MEETING

Within ten (10) working days after the CONTRACTOR has properly executed and delivered all Award Documents, as well as the proposed Construction Schedule, and prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the CONTRACTOR to review the proposed Construction Schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify procedures for inspection of work and transmittal of documents.

Prior to commencing work, the CONTRACTOR shall, through a person or persons authorized by subsection 2.5, designate in writing an authorized representative who shall have complete authority to act on behalf of the CONTRACTOR for this project, including the authority to execute contract change orders. The CONTRACTOR shall also designate in writing, a person who shall be at the project site and be in control of all work at any time that work is being performed, and who shall receive any communications and correspondence from the AGENCY, on behalf of the CONTRACTOR.

NOTICE TO PROCEED

Within ten (10) working days after the CONTRACTOR has properly executed and delivered the necessary documentation which was requested at the pre-construction meeting, the Engineer shall issue the Notice to Proceed. The Contract time shall commence upon the date set forth on the Notice to Proceed. The work shall start within fifteen (15) days thereafter, and be diligently and continuously prosecuted to completion within the Contract Time provided in the Notice to Proceed.

Please contact, Darra Woods, the Project Manager, at (760) 435-5094 in order to set the date for the pre-construction meeting, to coordinate the proposed construction schedule, and to facilitate the proper execution of the Award Documents.

Very truly yours,

SCOTT O. SMITH
City Engineer

SS: LW

CITY OF OCEANSIDE CONTRACT DOCUMENTS

SECTION 5: AWARD DOCUMENTS

5.1 PUBLIC WORKS AGREEMENT

PROJECT: SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001

PLAN REFERENCE NUMBERS: N/A

THIS PUBLIC WORKS AGREEMENT is made and entered into for the above referenced Project, this ____ day of _____, 2013, BY AND BETWEEN the City of Oceanside, as AGENCY, and (Contractor's Name), as CONTRACTOR.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

5.1.1 Contents of Contract Documents. The Contract Documents for this project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Documents, Notice of Award, Award Documents, Notice to Proceed, General Provisions, Special Provisions, Plans, Exhibit 1 through Exhibit 5 and all permits from other agencies as may be required by law. All Contract Documents not attached hereto are incorporated herein by reference.

The Contract Documents may be amended in writing from time to time in accordance with Subsections 2.9, 5.1.16, and 7.21, to clarify or modify the work contemplated in order to ensure the completion of the work in an acceptable manner. These amendments shall be incorporated into the Contract Documents.

If there is a conflict between Contract Documents, the document highest in precedence shall control. The precedence shall be:

a. Requirements set by Local, State and Federal law, including permits required thereby.

b. Amendments approved pursuant to Subsections 2.9, 5.1.16, and 7.21.

c. Instructions to Bidders, Notice of Award, Award Documents, Notice to Proceed and General Provisions.

d. Special Provisions.

e. Plans.

f. Bid Documents and Exhibits.

g. Notice Inviting Sealed Bids, all other notices, reports, and documents to the extent specifically referred to in other Contract Documents.

5.1.2 Agency's Obligations. AGENCY hereby promises and agrees to pay CONTRACTOR for all work performed in accordance with these Contract Documents at the time, in the manner, and upon the conditions set forth in the Contract Documents.

5.1.3 Authorized Agency Representatives. On behalf of the AGENCY, and through the authority of the City Manager, the City Engineer (hereinafter "Engineer") shall be the AGENCY's authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Engineer may delegate authority in connection with this Agreement to the Engineer's designees. The Engineer is authorized to approve change orders which do not exceed twenty five thousand dollars ($25,000.00) or which do not exceed ten percent (10%) of the Contract price. Change orders in excess of these amounts shall be approved only by action of the City Council. The Project Manager shall be the Engineer's authorized representative for the purposes of administering this Contract, interpreting and enforcing the terms of the Contract Documents and approving contract change orders which do not result in a change in compensation or time for performance. The Project Manager shall be Darra Woods unless otherwise amended in writing by the Engineer. The Project Manager and the Inspector, on behalf of the Engineer, shall be authorized to suspend the CONTRACTOR's performance, and shall have access at all times to the Project Site and all Contract Documents in the CONTRACTOR's possession. The Inspector shall be Darra Woods unless otherwise amended in writing by the Engineer. The CONTRACTOR shall promptly comply with instructions from the Engineer or from any authorized representative.

5.1.4 Contractor's Obligations. For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to perform or cause to be performed all work set forth in the Contract Documents which shall consist of furnishing all materials, equipment, tools, labor and incidentals required to complete the project in a good and workmanlike manner satisfactory to the Engineer. The CONTRACTOR shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work.

The CONTRACTOR shall perform diligently and continuously in order to complete all work set forth in the Contract Documents in every detail to the satisfaction of the Engineer. The CONTRACTOR shall complete all work in every detail to the satisfaction of the Engineer, exclusive of maintenance periods, within the Contract Time of 45 working days after the Commencement Date set forth in the Notice to Proceed is sent by the AGENCY.

The CONTRACTOR'S work at the Project Site shall be confined to work days between 8:00 a.m. and 4:30 p.m. on residential, local, and collector streets, and 9:00 a.m. and 3:00 p.m. on arterial streets. Some arterial streets may require night work between the hours of 9:00 p.m. and 5:00 a.m. as determined by the Engineer. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation, inspection fees will be charged against the CONTRACTOR. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due to the CONTRACTOR.

CONTRACTOR's relationship to the AGENCY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the AGENCY as an agent, or to bind the AGENCY to any obligation whatsoever, unless specifically authorized in writing by the Engineer.

CONTRACTOR shall be solely responsible to AGENCY for the performance of the CONTRACTOR, and any of its employees, agents, subcontractors, or suppliers, under these Contract Documents. The CONTRACTOR agrees to bind every subcontractor by the terms of these Contract Documents as far as such terms are applicable to the subcontractor's work. Only competent workers shall be employed on the Work. Any person employed, who is found to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails or refuses to perform work properly and acceptably, shall be immediately removed from the Work by the CONTRACTOR and not be re-employed on the Work.

5.1.5 Time of the Essence. Time is of the essence in performance of work under these Contract Documents and all timing requirements shall be strictly adhered to unless otherwise modified by the AGENCY in accordance with the Contract Documents.

5.1.6 City Business License. Prior to the commencement of any work under this Agreement, the CONTRACTOR shall obtain and present a copy of an Oceanside City Business License to the City Engineer.

5.1.7 Compliance with NPDES and Storm Water Discharge Requirement. Prior to the commencement of any work, the CONTRACTOR shall verify evidence of existing coverage under California's Statewide General NPDES permit for Storm Water Discharges Associated with Construction Activities for all projects subject to the permit. CONTRACTOR shall also retain on the jobsite a Storm Water Pollution Prevention Plan (SWPPP) for inspection by the State Regional Water Quality Control Board (RWQCB) and the City, and shall implement the approved plan concurrent with the construction activities. CONTRACTOR shall comply with all applicable Federal, State and local laws, regulations and requirements pertaining to storm water discharges. Failure to do so can result in the issuance of a Stop Work Order until such time as the site is brought into compliance.

CONTRACTOR shall comply with California RWQCB Order No. R9-2008-0002. CONTRACTOR shall file a discharge Notice of Intent (NOI), and comply with all permit requirements for any proposed discharge of groundwater, including construction groundwater extraction, or excavation or foundation groundwater extraction from any source (other than storm water runoff) regardless of volume. The discharge of groundwater NOI and permit requirements are separate from, and in addition to, the

State General NPDES Permit for storm water discharge associated with construction activities, NOI, and related storm water permit requirements.

5.1.8 Contractor's Compensation. The CONTRACTOR agrees to receive and accept the sum of $ _____ pursuant to the Bid Schedule set forth in Section 3.5, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations according to the terms and conditions of the Contract Documents. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of faithfully completing the work in the time and manner specified in the Contract Documents.

5.1.9 Workers' Compensation Certification. Pursuant to Labor Code Section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance Subsections 5.1.10(d) through 5.1.10(h) of this Agreement.

The portion of Section 3700 of the California Labor Code which is relevant to this project is as follows:

> "Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

5.1.10 Liability Insurance.

(a) CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage, insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

(b) CONTRACTOR shall maintain insurance in the following minimum amounts:

(1) FOR PROJECTS OF $250,000 OR MORE

(a) Comprehensive General Liability Insurance (bodily injury and property damage)

Combined Single Limit Per Occurrence	$1,000,000
Automobile Liability Insurance	$1,000,000

or

(b) Comprehensive General Liability Insurance (bodily injury and property damage)

General limit per occurrence	$1,000,000
General limit project specific aggregate	$2,000,000
Automobile Liability Insurance	$1,000,000

(2) FOR PROJECTS LESS THAN $250,000

(a) Comprehensive General Liability Insurance (bodily injury and property damage)

Combined Single Limit Per Occurrence	$ 200,000
Automobile Liability Insurance	$ 200,000

or

(b) Comprehensive General Liability Insurance (bodily injury and property damage)

General limit per occurrence	$ 200,000
General limit project specific aggregate	$ 500,000
Automobile Liability Insurance	$ 200,000

(3) FOR ALL PROJECTS

If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the AGENCY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTACTOR shall also notify the AGENCY's Project Manager promptly of all losses or claims over $25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR's work.

(c) All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as an additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be in excess only and not contributing with the insurance provided pursuant to this Section.

(d) All insurance companies providing coverage under this agreement shall satisfy the following:

(1) FOR PROJECTS OF $250,000 OR MORE

A California admitted company; or

A company rated as A-X or higher by A.M. Best

(2) FOR PROJECTS LESS THAN $250,000

A California admitted company; or

A company rated as B or higher by A.M. Best

(e) All insurance companies affording coverage shall provide thirty (30) day written notice to the City of Oceanside should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

(f) CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

(g) CONTRACTOR shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a Stop Work Notice until the CONTRACTOR has cured the default.

(h) Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

5.1.11 Contractor's Indemnification of Agency. CONTRACTOR shall indemnify and hold harmless the AGENCY and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the CONTRACTOR or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except only for those claims arising from the established sole or active negligence or sole willful misconduct of the AGENCY, its officers, agents, or employees. CONTRACTOR's indemnification shall include all claims

for damages arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Contact Documents. CONTRACTOR's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the AGENCY, its officers, agents, or employees in enforcing the provisions of this subsection, and in defending against such claims, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the AGENCY, defend any such suit or action brought against the AGENCY, its officers, agents, or employees.

5.1.12 Contractor's Guarantee. The CONTRACTOR hereby guarantees that the entire work performed and all materials, parts, and equipment furnished on this project by the CONTRACTOR, all subcontractors, suppliers and vendors shall meet all requirements of this contract as to the quality of materials, equipment, and workmanship during the Guarantee period. The Guarantee period shall begin on the date on which the work of improvement for this Public Works Agreement is accepted by the AGENCY, or the date of recordation of the Notice of Completion, whichever is earlier, and shall be in effect for three hundred and sixty five (365) days thereafter.

If the Engineer determines that any of the work performed, or any of the materials, parts or equipment furnished are defective, or have become defective, during the Guarantee period, the AGENCY shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs performed by the CONTRACTOR. For the purposes of this Guarantee, the term "defective" shall mean any work performed, or any materials, parts, or equipment furnished which fails to be in a condition as originally intended in accordance with the Plans and Special Provisions, due to the negligent or intentional acts, errors or omissions of the CONTRACTOR.

If the AGENCY elects to have the needed replacements or repairs performed by the CONTRACTOR, and the Engineer gives written notice of this election to the CONTRACTOR, the CONTRACTOR agrees to perform the replacements or repair at no cost to the AGENCY within thirty (30) days after the date of the Engineer's written notice.

If the CONTRACTOR fails to perform within thirty (30) days after the date of the Engineer's written notice, or if the AGENCY elects to perform the needed replacements or repairs itself, the AGENCY shall be entitled to compensation from the CONTRACTOR for all costs and expenses reasonably incurred in restoring the work to the condition as originally intended, including the cost of any such equipment or materials replaced, the cost of removing and replacing any other work necessary, and attorneys' fees.

5.1.13 Assignment and Delegation. This Contract and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated, without the express written consent of the AGENCY. Any attempt to assign or delegate this contract without the express written consent of the AGENCY shall be void and of no force or effect. A consent by the AGENCY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5.1.14 Entire Agreement. The Contract Documents comprise the entire agreement between AGENCY and CONTRACTOR concerning the work to be performed for this project. The Contract Documents are complementary; what is called for in one is binding as if called for by all.

5.1.15 Interpretation of the Contract. The interpretation, validity and enforcement of this Contract shall be governed by and construed under the laws of the State of California. The Contract Documents do not limit any other rights or remedies available to AGENCY.

The Table of Contents and section and subsection headings contained in the Contract Documents are for convenience in reference and are not intended to define or limit the scope of any provision thereof.

Should any provision herein be found or deemed to be invalid, these Contract Documents shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of these Contract Documents are severable.

The CONTRACTOR shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

5.1.16 Contract Modification. This Contract may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto, or in accordance with subsection 7.21

5.1.17 Waiver. No term or provision hereof shall be deemed waived and no default or breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented to such breach. The consent by any party to, or waiver of, a breach or default by the other, shall not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach or default.

5.1.18 Signatures. The individuals executing this Public Works Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the AGENCY.

5.1.19 Notices. All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO AGENCY:	TO CONTRACTOR:
Scott O. Smith, City Engineer	_____
Development Services Department	_____
300 North Coast Highway	_____
Oceanside, CA 92054	_____

Either party may change its address by notice to the other party as provided herein. Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three (3) working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Public Works Agreement to be executed by setting hereunto their names, titles, hands, and seals this _____ day of _____, 2013.

PROJECT: SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001

[Contractor's Name]	City of Oceanside
By: _____	By: _____ City Manager
By: _____	Date: _____
Date: _____	_____ Attest: City Clerk
_____ City Business License No.	_____ Approved as to Form: City Attorney
_____ Federal Employer I.D. No.	

NOTARY ACKNOWLEDGEMENTS OF CONTRACTOR MUST BE ATTACHED.

Performance Bond No: _____

CITY OF OCEANSIDE CONTRACT DOCUMENTS

SECTION 5: AWARD DOCUMENTS

5.2: PERFORMANCE BOND

PROJECT: SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, AGENCY has awarded and CONTRACTOR is about to execute a Public Works Agreement for the above referenced Project ("Contract") and the terms thereof, which are incorporated herein by reference, require the furnishing of a bond with said Contract providing for the faithful performance of said contract by the CONTRACTOR.

NOW, THEREFORE, WE, _____, as CONTRACTOR, and _____, as Surety, are held and firmly bound unto the City of Oceanside, as AGENCY, in the penal sum of _____ dollars, ($_____), lawful money of the United States of America, said sum being one hundred percent (100%) of the estimated amount payable by AGENCY under the terms of the Contract, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded CONTRACTOR shall in things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the AGENCY, it officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect in favor of AGENCY.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the AGENCY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees, for value received, that no alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the contract shall in any way affect the Surety of its obligations on this bond, and notice of any such alterations is hereby waived by Surety.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounden CONTRACTOR and Surety, and have set their names, titles, and signatures hereon this _____ day of _____, 2013.

PROJECT: SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001

Contractor	Surety
_____	_____
Name	Name
_____	_____
By	By
_____	_____
By	By
_____	_____
_____	_____
Address	Address
_____	_____
Telephone Number	Telephone Number

NOTARY ACKNOWLEDGEMENTS OF CONTRACTOR AND SURETY MUST BE ATTACHED.

Payment Bond No: _____

CITY OF OCEANSIDE CONTRACT DOCUMENTS

SECTION 5: AWARD DOCUMENTS

5.3 PAYMENT BOND

PROJECT: SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, AGENCY has awarded and CONTRACTOR is about to execute a Public Works Agreement for the above reference Project ("Contract") and the terms thereof, which are incorporated herein by reference, require the furnishing of a payment bond upon the terms and conditions set forth herein.

NOW, THEREFORE, WE, _____ as CONTRACTOR, and, _____ as Surety, are held and firmly bound unto the City of Oceanside, as AGENCY, in the penal sum of _____ dollars, ($_____), lawful money of the United States of America, said sum being one hundred percent (100%) of the estimated amount payable by AGENCY under the terms of the Contract, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these present.

The condition of this obligation is such that if the CONTRACTOR or any of its subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done; or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor that the surety will pay for the same, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon the bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any of the Contract Documents pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under the Contract Documents or under this bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefits such bond has been given, by reason of any breach of contract between the AGENCY and CONTRACTOR, and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounden CONTRACTOR and Surety, and have set their names, titles, and signatures hereon this _____ day of _____, 2013.

PROJECT: SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001

Contractor	Surety
_____	_____
Name	Name
_____	_____
By	By
_____	_____
By	By
_____	_____
Address	Address
_____	_____
Address	Address
_____	_____
Telephone Number	Telephone Number

NOTARY ACKNOWLEDGEMENTS OF CONTRACTOR AND SURETY MUST BE ATTACHED.

Date

Contact
Contractor's Name
Address
Address
City, State Zip Code

Via Certified Mail

SUBJECT: **CONTRACT DOCUMENTS**
SECTION 6: **NOTICE TO PROCEED**
PROJECT: **SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001**

Dear Sir or Madam:

You are hereby authorized to commence performance of the work for the above referenced project in accordance with the Agreement dated the [date in the face of the Agreement]. The commencement of the Contract time for this project shall be [date of commencement]. The work shall start within fifteen (15) days thereafter.

Time is of the essence in the performance of work under these Contract Documents and all timing requirements shall be strictly adhered to unless otherwise modified by the AGENCY in accordance with the Contract Documents.

You are required by the terms of the Contract Documents to perform diligently and continuously in order to complete all work in every detail to the satisfaction of the AGENCY, exclusive of maintenance periods, within the Contract time of 45 working days after the date of the commencement of the Contract time.

Therefore, the date of completion of all work under the Agreement ("Completion Date") is the [Completion Date], unless this date of completion is otherwise modified in writing in accordance with the procedures set forth in the Contract Documents.

Very truly yours,

SCOTT O. SMITH
City Engineer

SS: lw

SECTION 7: GENERAL PROVISIONS

PROJECT: SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001

7.1 PERMITS. Unless specifically stated otherwise in these Contract Documents, the CONTRACTOR shall, prior to the start of any work, obtain and pay all costs incurred for any and all permits, licenses, and other authorizations necessary to perform the work. The permits, licenses, and other authorizations which the CONTRACTOR shall obtain include, but are not necessarily limited to, the following: Right-of-Way Permit with Traffic Control Plan.

7.2 SUBMITTALS. The CONTRACTOR shall submit to the Engineer all shop drawings, samples, materials lists, equipment data, equipment and instruction manuals, record documents, and other submittals required by the Contract Documents, with reasonable promptness. In no event shall the CONTRACTOR make submittals later than ten (10) days prior to the date by which the AGENCY's approval is required to commence work in accordance with the CONTRACTOR's construction schedule. The CONTRACTOR shall submit complete assembly, lay out, and setting drawings for each item of material to be fabricated or manufactured to specifically fit or otherwise meet the requirements of the Contract Documents.

When submittals are required by these Contract Documents, or requested by the Engineer, the CONTRACTOR shall prepare the submittal in accordance with current modern engineering practices and at the CONTRACTOR's expense. Drawings shall be of a size and scale to show clearly all necessary details. Each drawing shall be a good quality transparency, accompanied by two (2) prints. The submittals shall be delivered to the Engineer in a format acceptable to the Engineer.

The CONTRACTOR shall give written notice, with all submittals, of any deviation from the requirements of the Contract Documents. The deviations shall be clearly indicated or described including all other changes required to coordinate the Work. Any claim or dispute by the CONTRACTOR shall be submitted to the Engineer in accordance with Subsection 7.22.

The Engineer shall review each submittal and either approve, approve with exceptions noted, or reject the submittal.

If approved, the original shall be retained by the Engineer, and the Engineer shall furnish the CONTRACTOR with an approved copy of the submittal. Approval of submittals by the Engineer shall not relieve the CONTRACTOR from responsibility for errors or omissions in the submittals. If rejected, the original shall be returned to the CONTRACTOR with a marked-up copy indicating corrections to be made for resubmittal by the CONTRACTOR.

The CONTRACTOR shall allow for at least ten (10) working days for review of submittals by the Engineer, and shall allow for no more than ten (10 working days for correction and resubmittal, by the CONTRACTOR, of rejected submittals.

The CONTRACTOR shall not proceed with the ordering of fabrication, delivery, or installation of any work for which submittals are required, prior to approval of the submittal by the Engineer.

7.3 PLANS AND SPECIAL PROVISIONS. The CONTRACTOR shall maintain a control copy of the Contract Documents, including all modifications and all as-built conditions which deviate from the plans or specifications, on the Project Site at all times, to which the Engineer shall have access at all times.

The Contract Documents are intended to describe a functionally complete project, and the AGENCY has endeavored to include in the Contract Documents information pertaining to conditions which may affect the cost of the work. However, the AGENCY does not warrant the completeness or accuracy of such information, and the AGENCY disclaims responsibility for the completeness or accuracy of such information. The CONTRACTOR shall be responsible for making reasonable examinations of the site, including field measurements, and the Contract Documents throughout the term of this project, in order to ascertain the existence of any site condition or apparent error or omission in the Contract Documents which could interfere with the satisfactory completion of the work, or which could affect the cost of the work.

If the CONTRACTOR is in doubt as to the meaning of any part of the Plans, Special Provisions, or other Contract Documents, or if the CONTRACTOR discovers any apparent error or omission in the Contract Documents, the CONTRACTOR shall promptly notify the Engineer in writing.

The CONTRACTOR shall, upon discovering any existing condition at the site which is not set forth in the Contract Documents and which is not defined as a changed condition as set forth below, but which could reasonably be assumed to interfere with the satisfactory completion of the work, promptly notify the Engineer and take such action which is reasonably necessary to perform the work.

The Engineer shall promptly investigate the conditions set forth in any notice submitted by the CONTRACTOR pursuant to this subsection. The Engineer shall respond in writing with a clarification or interpretation which is consistent with or reasonably inferable from the overall intent of the Contract Documents.

Any claim or dispute by the CONTRACTOR shall be submitted to the Engineer in accordance with Subsection 7.22.

7.3.1 CONFORMED PLANS AND SPECIFICATIONS.
The AGENCY may, at its option, provide the CONTRACTOR with a conformed set of plans and specifications with the changes made by the bid addenda. CONTRACTOR shall review the conformed plans and specifications to verify whether they accurately reflect the addenda, and shall notify the AGENCY within 21 working days of any apparent discrepancies. Each item in the conformed plans and specification shall thereafter be deemed to be consistent with the bid plans and specifications and all addenda unless the CONTRACTOR takes exception to it with 21 working days by explaining why an item is at variance with the bid documents. The AGENCY may give conformed plans and specifications to the CONTRACTOR multiple times, in whole or in sections, throughout the construction, and a separate 21 working day comment period applies to each portion when provided to the CONTRACTOR.

7.4 CHANGED CONDITIONS.

7.4.1 The CONTRACTOR shall promptly notify the AGENCY in writing of any of the following "changed conditions" before the conditions are disturbed:

(a) Material that the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class 1, Class II, or Class III disposal site in accordance with provisions of existing law.
(b) Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents.
(c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

7.4.2 The Engineer shall promptly investigate the conditions set forth in the CONTRACTOR's notice. If the Engineer determines that there is a changed condition which causes a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work, a change order shall be issued in accordance with the procedures set forth in Subsection 7.21. If the Engineer determines that the conditions set forth in the CONTRACTOR's notice do not entitle the CONTRACTOR to a change order, then the CONTRACTOR will be advised of the determination in writing.

7.4.3 In the event that a dispute arises between the AGENCY and the CONTRACTOR as to whether there is a changed condition which entitles the CONTRACTOR to a change order, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents in accordance with the Disputed Work provisions set forth in Subsection 7.22. Any claim or dispute by the CONTRACTOR shall be submitted to the Engineer in accordance with Subsection 7.22. The CONTRACTOR shall retain any and all rights provided by law which pertain to the resolution of disputes and protests between the AGENCY and the CONTRACTOR.

7.5 UTILITIES. The CONTRACTOR shall comply with all requirements for the Protection of Underground Infrastructure as set forth in Government Code Sections 4215 – 4217.

7.5.1 Location of Utilities. The location and existence of substructures were determined from a search of records maintained by their owners. However, the AGENCY does not warrant the completeness or accuracy of this information, and the AGENCY disclaims responsibility for the completeness or accuracy of such information.

The CONTRACTOR shall locate and protect service laterals, conduits, and appurtenances of any underground facility, the presence of which could reasonably be inferred from the presence of visible facilities such as buildings, meters, and junction boxes, prior to doing any work that may damage any such facilities, or interfere with their service.

Where underground main distribution conduits such as water, gas, sewer, electric power, telephone or cable television are shown on the Plans, the CONTRACTOR, for the purpose of preparing a Bid, shall assume that every property parcel will be served by a service connection for each type of utility.

If the CONTRACTOR, while performing the contract, discovers utility facilities not identified by the AGENCY in the contract plans or specifications, it shall immediately notify the Engineer and utility in writing.

The Engineer shall promptly investigate the conditions set forth in any notice submitted by the CONTRACTOR pursuant to this Subsection 7.5. The Engineer shall respond in writing in one of the following ways: a notice of the AGENCY's intent to perform any necessary work itself, a clarification or interpretation which is consistent with or reasonably inferable from the overall intent of the Contract Documents, or a change order. Any claim or dispute by the CONTRACTOR shall be submitted to the Engineer in accordance with Subsection 7.22.

Pursuant to Government Code Section 4215, the AGENCY shall assume responsibility for the cost of the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the construction site subject to this contract, if such utilities are not identified by the AGENCY in the plans and specifications made a part of the Contract Documents. The CONTRACTOR shall be compensated, in accordance with Subsection 7.21, for the costs of locating and repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. The CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the AGENCY or the owner of the utility to provide for removal or relocation of such utility facilities.

7.5.2 Notifications to Utility Owners. As provided in Section 4216 of the Government Code, at least two (2) working days prior to commencing any excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations, the CONTRACTOR shall contact the regional notification center (Underground Service Alert of Southern California) at 1-800-227-2600 and obtain an inquiry identification number. The CONTRACTOR shall delineate the area to be excavated, in accordance with Government Code Section 4216.2, using a marking which has been approved by the Engineer. The CONTRACTOR shall remove all markouts, whether placed by his crews or Underground Service Alert, within thirty (30) days of completion of the excavation work or when the markouts are no longer needed.

The CONTRACTOR shall also contact Caltrans for location of its subsurface installations. In addition, the CONTRACTOR shall notify the owners of all utilities and substructures not less than forty-eight (48) hours prior to working in the vicinity of any such facility.

The CONTRACTOR shall determine the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. If no pay item is provided in the Contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.

Any list of names and telephone numbers for utility or substructure owners shown on the Plans or in any other Contract Document is intended for the convenience of the CONTRACTOR and is not guaranteed to be complete or correct.

7.5.3 Protection of Utilities. The CONTRACTOR shall not interrupt the service function or disturb the support of any utility, such as the base and thrust blocks, without authority from the owner or order from the AGENCY. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.

Where protection is required to ensure support of utilities located by the AGENCY in accordance with the Contract Documents, the CONTRACTOR shall, unless otherwise provided, furnish and place the necessary protection at its expense.

The CONTRACTOR shall immediately notify the Engineer and the utility owner if any utility is disturbed or damaged. The CONTRACTOR shall bear the costs of repair or replacement of any utility damaged if located by the AGENCY in accordance with the Contract Documents.

When placing concrete around or contiguous to any non-metallic utility installation, the CONTRACTOR at its expense, shall:

(a) Furnish and install a two inch (2") cushion expansion joint material or other similar resilient material ; or
(b) Provide a sleeve or other opening which will result in a two inch (2") minimum clear annular space between the concrete and the utility; or
(c) Provide other acceptable means to prevent embedment in or bonding to the concrete.

Where concrete is used for backfill or for structures which would result in embedment, or partial embedment, of a metallic utility installation; or where the coating, bedding or other cathodic protection system is exposed or damaged by the CONTRACTOR's operations or as may be required by the Work, the CONTRACTOR shall notify the Engineer and arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system.

7.5.4 Removal of Utilities. Unless otherwise specified, the CONTRACTOR shall remove all interfering portions of utilities shown on the Plans, or indicated in the Contract Documents as "abandoned" or "to be abandoned in place." Before starting removal operations, the CONTRACTOR shall ascertain from the AGENCY whether the abandonment is complete, and the costs involved in the removal and disposal shall be included in the Contract Price for the items of work necessitating such removals.

7.5.5 Relocation of Utilities. When feasible, the owners responsible for utilities within the area affected by the Work will complete their necessary installations, relocations, repairs or replacements before commencement of work by the CONTRACTOR. When the Contract Documents indicate that a utility installation is to be relocated, altered or constructed by others, the AGENCY will conduct all negotiations with the owners and the work will be done at no cost to the CONTRACTOR, except as otherwise provided in the Contract Documents. Utilities which are relocated in order to avoid interference with the proposed permanent work shall be protected in their relocated position at the CONTRACTOR's cost.

When the Contract Documents provide for the CONTRACTOR to alter, relocate, or reconstruct a utility, all costs for such work shall be included in the Contract Price for the items of work necessitating such work. Temporary or permanent relocation or alteration of utilities requested by the CONTRACTOR for its convenience shall be its responsibility, and it shall make all arrangements and bear all costs.

The utility owner will relocate service connections as necessary within the limits of the Work or within temporary construction or slope easements unless otherwise specified. When directed by the Engineer, the CONTRACTOR shall arrange for the relocation of service connections as necessary between the meter and property line, or between a meter and the limits of temporary construction or slope easements. The relocation of such service connections will be paid for by the AGENCY in accordance with Subsection 7.21. Payment will include the restoration of all existing improvements which may be affected thereby.

7.5.6 Cooperation. When necessary, the CONTRACTOR shall so conduct its operations as to permit access to the worksite and provide time for utility work to be accomplished during the progress of the Work.

7.6 SITE ACCESS. The AGENCY shall provide the CONTRACTOR with access to the Project Site. All actions performed by the CONTRACTOR outside of the Project Site shall be the responsibility of the CONTRACTOR and at the CONTRACTOR's cost.

7.7 SURVEYING.

7.7.1 Permanent Survey Markers and Lot Stakes. The CONTRACTOR shall notify the Engineer in writing at least seven (7) days before starting Work in order that the Engineer may take necessary measures to ensure the preservation of survey monuments, bench marks, and lot stakes. The CONTRACTOR shall preserve and shall not disturb permanent survey monuments, bench marks, or lot stakes unless otherwise authorized in writing by the Engineer. The CONTRACTOR shall bear the expense of replacing any such markers that may be disturbed without authorization. Replacement shall be done by the AGENCY or the CONTRACTOR, at the Engineer's discretion and in accordance with written notice thereof.

Replacements by the CONTRACTOR shall be made by a Civil Engineer or Land Surveyor registered in the State of California.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the CONTRACTOR shall adjust the monument cover to the new grade at the CONTRACTOR's expense unless otherwise specified in the Contract Documents.

7.7.2 Survey Service. The AGENCY shall perform and be responsible for the accuracy of surveying adequate for construction. The CONTRACTOR shall preserve and shall not disturb construction survey stakes and marks unless otherwise authorized in writing by the Engineer. The CONTRACTOR shall bear the expense of replacing any such markers that are disturbed without authorization. Replacement shall be done by the AGENCY or the CONTRACTOR at the Engineer's discretion and in accordance with written notice thereof.

The CONTRACTOR shall notify the Engineer in writing at least two (2) working days before survey services will be required in connection with the laying out of any portion of the Work. The CONTRACTOR shall dig all holes necessary for line and grade stakes.

Unless otherwise specified, stakes will be set and stationed by the AGENCY for curbs, headers, sewers, storm drains, structures, and rough grade and a corresponding cut or fill to finished grade (or flowline) indicated on a grade sheet.

7.7.3 Line and Grade. All work shall conform to the lines, elevations, and grades shown in the Plans and other Contract Documents.

Three (3) consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, the CONTRACTOR shall be responsible for any error in the grade of the finished work.

Grades for underground conduits will be set at the surface of the ground. The CONTRACTOR shall transfer them to the bottom of the trench.

7.8 CONTRACTOR'S CONTROL OF THE SITE. The requirements set forth in this Section, and Subsection, and in these entire Contract Documents are in addition to those imposed by Federal, State, and Local Law, and shall in no way relieve the CONTRACTOR of its obligations under law. The CONTRACTOR's compliance with Local law shall include but not be limited to, the City Grading Ordinance and Urban Runoff Regulations (Chapter 40 of the City Code).

7.8.1 Noise. The CONTRACTOR shall ensure that the noise level is not greater than 86 dba at a distance of fifty feet (50') unless otherwise authorized by the Engineer, or unless necessary for the safety of persons at the site.

7.8.2 Cleanup and Dust Control. Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the CONTRACTOR shall keep the worksite clean and free from waste matter, rubbish, and debris. The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. Any mud or other debris which results from CONTRACTOR's abatement of dust shall be cleaned by the CONTRACTOR.

When required, by the Engineer, the CONTRACTOR shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean wherever construction, including restoration, is incomplete.

No materials or equipment shall be stored onsite in excess of five (5) days prior to installation or continuous use unless otherwise approved in writing by the Engineer. All materials and equipment not installed or used in the Work shall be removed from the site within five (5) days after no longer needed for the Work, and stored offsite at the CONTRACTOR's expense unless otherwise approved in writing by the Engineer.

Upon completion of the Work, and before final inspection, the entire worksite shall be cleared of equipment, unused materials, and rubbish so as to present a clean and neat appearance to the satisfaction of the Engineer.

Care shall be taken by the CONTRACTOR to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned by the CONTRACTOR. Excess excavated material from catch basins or similar structures shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the Contract Documents. Forms and form lumber shall be removed from the site as soon as practicable after stripping.

7.8.3 Air Pollution Control. The CONTRACTOR shall report in writing to the Engineer, to the San Diego Air Pollution Control District, and to the Regional Office of the Environmental Protection Agency any discharge of smoke, dust, or any other air contaminants which are a violation of Federal, State, or Local law.

7.8.4 Vermin Control. At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin and pests. Necessary extermination work shall be arranged and paid for by the CONTRACTOR as part of the Work within the Contract time and shall be performed by a licensed exterminator in accordance with requirements of law. The CONTRACTOR shall be responsible for any injury to persons or property, and for the elimination of offensive odors resulting from extermination operations.

7.8.5 Sanitation. The CONTRACTOR shall provide and maintain enclosed toilets for the use of persons engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition.

Wastewater shall not be interrupted. Should the CONTRACTOR disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill.

7.8.6 Temporary Light, Power, and Water. The CONTRACTOR shall at its own expense, furnish, install, maintain, and remove all temporary light, power, and water, including piping, wiring, lamps, and other equipment, necessary for the Work. The CONTRACTOR shall not draw water from any fire hydrant, except to extinguish a fire, without first obtaining permission from the applicable water agency. When water is required from a fire hydrant or blowoff, the CONTRACTOR shall apply for a water meter with a permit from the City of Oceanside Water Utilities Department.

7.8.7 Water Pollution Control. The CONTRACTOR shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution and shall conduct and schedule its operations so as to minimize or avoid discharge of pollutants including, but not limited to, sediment to said channels, drains, and waters. Water pollution Best Management Practice (BMPs) shall include construction of those structural and non-structural BMPs which may be required to provide prevention, control, and abatement of water pollution. The CONTRACTOR shall comply with all reporting requirements to the Engineer, the San Diego Regional Quality Control Board, and to the Regional Office of the Environmental Protection Agency, for any violation of Federal, State or Local law.

7.8.8 Drainage and Erosion Control. The CONTRACTOR shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete or other acceptable material will be permitted when necessary to protect the Work, provided their use does not create a hazard or nuisance to the public. Such dams shall be removed from the site as soon as their use is no longer necessary.

7.8.9 Advertising. The names of contractors, subcontractors, architects, or engineers, with their addresses and the designation of their particular specialties, may be displayed on removable signs only if prior written approval is received from the Engineer.

Commercial advertising matter shall not be attached to or painted on the surfaces of buildings, fences, canopies, or barricades.

7.9 COOPERATION AND COLLATERAL WORK. The CONTRACTOR shall be responsible for ascertaining the nature and extent of any simultaneous, collateral and essential work by others. The AGENCY, its workers and contractors, and others, shall have the right to operate within or adjacent to the worksite to perform such work.

The AGENCY, the CONTRACTOR, and each of such workers, contractors, and others, shall coordinate their operations and cooperate to minimize interference.

The CONTRACTOR shall include in its Bid all costs involved as a result of coordinating its work with others. The CONTRACTOR will not be entitled to additional compensation from the AGENCY for damages resulting from such simultaneous, collateral and essential work. If necessary to avoid or minimize such damage, or delay, the CONTRACTOR shall redeploy its workforce to other parts of the Work.

7.10 SITE SAFETY AND PROTECTION OF IMPROVEMENTS.

7.10.1 The CONTRACTOR shall initiate, maintain, and supervise all safety precautions and programs in connection with the work which are necessary to prevent damage, or injury to, or loss of the following:

(a) Any employees, laborers, suppliers, other persons on the work, and other persons and organizations who may be affected thereby;

(b) Any work and materials and equipment incorporated in the project, or to be incorporated therein, whether in storage on or off the site;

(c) Any personal property of the CONTRACTOR or the CONTRACTOR's agents;

(d) Other property at the site or adjacent thereto (both public and private) which is not designated for removal, relocation or replacement in the course of construction, including trees, shrubs, lawn, walks, pavements, roadways, structures, utilities, and underground facilities.

7.10.2 The CONTRACTOR shall be responsible for any of the above described damage, injury, or loss arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the AGENCY, except as is otherwise provided in California Public Contract Code Section 7105.

7.10.3 In the event of an occurrence of one of the above described damage, injury, or loss to public property or other property to be incorporated into the project, the CONTRACTOR shall repair or replace the damage, injury, or loss at the CONTRACTOR's cost, and to the satisfaction of the Engineer. Repairs and replacements shall be at least equal in quality to existing improvements, and shall match them in finish and dimension.

7.10.4 The CONTRACTOR shall give reasonable notice to occupants or owners of adjacent property with improvements (including tress, plants, fences, irrigation, and other improvements) which may be adversely impacted by the CONTRACTOR's work. The CONTRACTOR shall repair or replace any damage, injury, or loss to private improvements on adjacent property at the CONTRACTOR's expense and to the satisfaction of the property owner and occupant as well as the Engineer.

7.10.5 Safety Orders. The CONTRACTOR shall have at the worksite, copies of: *Construction Safety Orders, Tunnel Safety Orders,* and *General Industry Safety Orders* issued by the State Division of Industrial Safety. The CONTRACTOR shall comply with provisions of these and all other applicable laws, ordinances, and regulations.

Before excavating any trench five feet (5') or more in depth, the CONTRACTOR shall submit to the AGENCY a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for the workers' protection from the hazard of caving ground during the excavation of such trench. If the plan varies from the shoring system standards, the plan shall be prepared by a registered Civil Engineer. No excavation shall start until the Engineer has accepted the plan, the CONTRACTOR has obtained a permit from the State Division of Industrial Safety, and a copy of the permit has been received by the Engineer. Nothing in this section shall be construed to impose forth liability on the AGENCY or any of its employees.

7.10.6 Use of Explosives. Explosives may be used only when authorized in writing by the Engineer, or as otherwise stated in the Specifications. Explosives shall be handled, used, and stored in accordance with all applicable regulations. The Engineer's approval of the use of explosives shall not relieve the CONTRACTOR from liability for claims caused by blasting operations.

7.10.7 Special Hazardous Substances and Processes. Materials that contain hazardous substances or mixtures may be required on the Work. A Material Safety Data Sheet as described in Section 5194 of the California Administrative Code shall be requested by the CONTRACTOR from the manufacturer of any hazardous product used.

Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturers' warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.

The CONTRACTOR shall notify the Engineer if a specified product cannot be used under safe conditions.

7.11 TRAFFIC CONTROL.

7.11.1 Vehicular and Pedestrian Access. The CONTRACTOR's operations shall cause no unnecessary inconvenience to the public, including trash, mail, and other services provided to the public over AGENCY rights-of-way. The access rights of the public shall be considered at all times, and vehicular and pedestrian traffic shall be permitted to pass on public rights-of-way through the Work at all times, unless the CONTRACTOR receives prior written approval of a detour plan from the Engineer. The CONTRACTOR shall provide at least seventy-two (72) hours written notice to the Engineer requesting approval of a detour plan, prior to the performance of any work or the establishment of any detour or closure in the public right-of-way. The CONTRACTOR shall notify the occupants or owners of all affected properties at least forty-eight (48) hours prior to any temporary obstruction of access.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless prior approval of a detour plan is received from the Engineer.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 300 feet (90m), also shall be maintained unless prior approval of a detour plan is received from the Engineer.

Vehicular access to residential driveways shall be maintained to the property line unless prior approval of a detour plan is received from the Engineer.

The CONTRACTOR shall cooperate with owners and occupants of affected properties as well as other parties involved in providing services to the public (trash collection, mail delivery, etc.), in order to maintain existing schedules for these services.

Grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One-half shall be kept open and unobstructed until the opposite side is ready for use. If one-half of a street is being improved, the other half shall be conditioned and maintained as a detour.

7.11.2 Detour Plans. In the event that the CONTRACTOR submits a detour plan and receives approval from the Engineer, the CONTRACTOR shall perform in accordance with the approved detour plan, which shall include, at a minimum the following requirements:

At least one twelve-foot (12') wide traffic lane shall be provided for each direction of travel on all streets at all times. The traffic lanes shall be maintained on pavement, and shall remain unobstructed. Lane transitions shall not be sharper than a taper of thirty to one (30:1).

Clearances from traffic lanes shall be five feet (5') to the edge of any excavation and two feet (2') to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

One four foot (4') wide paved pedestrian walkway shall be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane shall be five feet (5').

Traffic control warning signs, lights, and devices shall conform to the California Department of Transportation, Caltrans 1990 Traffic Control Manual.

The CONTRACTOR shall provide barriers, guards, lights, signs, temporary bridges, flagpersons and watchpersons, advising the public of detours and construction hazards. The CONTRACTOR shall also be responsible for compliance with additional public safety requirements which may arise during construction. The CONTRACTOR shall furnish and install, and upon completion of the Work, promptly remove all signs and warning devices.

At least forty-eight (48) hours in advance of closing, or partially closing, or of reopening, any street, alley, or other public thoroughfare, the CONTRACTOR shall notify the Police, Fire, Traffic and Engineering Departments of jurisdictional agencies involved, and comply with their requirements. Deviations must first be approved in writing by the Engineer.

The CONTRACTOR shall secure approval, in advance, from authorities concerned, for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements set forth in the Traffic Manual published by the California Department of Transportation, covering "signs." This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

Temporary traffic channelization shall be accomplished with barricades or delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The CONTRACTOR shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping on pavement surfaces by allowed to remain.

7.11.3 Storage of Equipment and Materials in Public Streets. Construction equipment and materials (including excavated materials) shall not be stored in streets, roads, or highways without the prior written approval of the Engineer.

7.11.4 Haul Route. The CONTRACTOR shall receive written approval of its haul route from the Engineer, prior to hauling any dirt, construction materials, or construction waste over AGENCY rights-of-way.

7.12 CONTROL OF MATERIALS. The CONTRACTOR shall ensure that all materials, parts and equipment furnished for the project shall be new, high grade, and free from defects. Used or secondhand materials, parts, and equipment may be used only if specifically permitted in the Special Provisions. Quality of work shall be in accord with the generally accepted standards unless otherwise specifically set forth in the Contract Documents. Materials and work quality shall be subject to the Engineer's approval.

Before ordering any materials or performing any work, the CONTRACTOR shall verify all measurements, dimensions, elevations, and quantities.

Materials and work quality not conforming to the requirements of the Contract Documents shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the CONTRACTOR, at its expense, when so directed by the Engineer.

If the CONTRACTOR fails to replace, repair, or restore any defective or damaged work or material within ten (10) working days after the date of the Engineer's written notice, the Engineer may, but shall not be obligated to, cause such work or materials to be replaced at the CONTRACTOR's expense. The replacement expense shall be deducted from the amount to be paid to the CONTRACTOR. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such expenses, the CONTRACTOR shall pay the difference to the AGENCY.

Materials and equipment shall be stored so as to ensure the preservation of their quality and fitness for the project. Stored materials and equipment to be incorporated in the project shall be located so as to facilitate prompt inspection.

The CONTRACTOR shall be responsible for taking any and all actions necessary to protect supplies, materials, equipment, and personal property of CONTRACTOR and CONTRACTOR's agents from loss, damage, or theft.

7.13 INSPECTION OF MATERIALS AND EQUIPMENT.

7.13.1 General. Unless otherwise specified, inspection is required at the source for such typical materials and fabricated items as bituminous paving mixtures, structural concrete, metal fabrication, metal casting, welding, concrete pipe manufacture, protective coating application, and similar shop or plant operations. Steel pipe in sizes less than eighteen (18") inches vitrified clay, asbestos-cement and cast iron pipe in all sizes are acceptable upon certification as to compliance with the Specifications, subject to sampling and testing by the AGENCY. Standard items of equipment such as electric motors, conveyors, elevators, plumbing fixtures, etc., are subject to inspection at the jobsite only. Special items of equipment such as designed electrical panel boards, large pumps, sewage plant equipment, etc., are subject to inspection at the source, normally only for performance testing. The Specifications may require inspection at the source for other items not typical of those listed in this subsection.

7.13.2 Inspection of Materials Not Locally Produced. When the CONTRACTOR intends to purchase materials, fabricated products, or equipment from sources located more than fifty (50) miles outside the geographical limits of the AGENCY, an inspector or accredited testing laboratory, approved by the Engineer, shall be engaged by the CONTRACTOR at its expense, to inspect the materials, equipment or process. This approval shall be obtained before producing any material or equipment. The inspector or representative of the testing laboratory shall judge the materials by the requirements of the Plans and Specifications. The CONTRACTOR shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by the approved inspector. Approval by said inspector shall not relieve the CONTRACTOR of responsibility for complying with the Contract documents.

7.13.3 Inspection by the AGENCY. The AGENCY will provide all inspection and testing laboratory services within fifty (50) miles of the geographical limits of the AGENCY.

7.13.4 Test of Materials. Before incorporation in the Work, the CONTRACTOR shall submit samples of materials, as the Engineer may require, at no cost to the AGENCY. The CONTRACTOR, at its expense, shall deliver the materials for testing to the place and at the time designated by the Engineer. Unless otherwise provided, all initial testing and a reasonable amount of retesting shall be performed under the direction of the Engineer, and at no expense to the CONTRACTOR. If the CONTRACTOR is to provide and pay for testing, the Specifications will so state.

The CONTRACTOR shall notify the Engineer in writing, at least fifteen (15) days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of material.

If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the CONTRACTOR's responsibility to renotify the Engineer when samples which are representative may be obtained.

7.13.5 Certification. The Engineer may waive materials testing requirements of the Specifications and accept the manufacturer's written certification that the materials to be supplied meet those requirements. Materials test data may be required as part of the certification.

7.13.6 Weighing Equipment. All scales used for proportioning materials shall be inspected for accuracy and certified within the past twelve (12) months by the State of California Bureau of Weights and Measures, by the County Director or Sealer of Weights and Measures, or by a scale mechanic registered with or licensed by the County.

The accuracy of the work of a scale service agency, except as stated herein, shall meet the standards of the California Business and Professions Code and the California Administrative Code pertaining to weighing devices. A certificate of compliance shall be presented, prior to operation, to the Engineer for approval and shall be renewed whenever required by the Engineer at no cost to the AGENCY.

All scales shall be so arranged that they may be read easily from the operator's platform or area. They shall indicate the true net weight without the application of any factor. The figures of the scales shall be clearly legible. Scales shall be accurate to within one percent (1%) when tested with the plant shut down. Weighing equipment shall be so insulated against vibration or moving of other operating equipment in the plant area that the error in weighing with the entire plant running will not exceed two percent (2%) for any setting nor one and a half percent (1½%) for any batch.

7.13.7 Calibration of Testing Equipment. Testing equipment, such as, but not limited to pressure gages, metering devices, hydraulic systems, force (load)-measuring instruments, and strain measuring devices shall be calibrated by a testing agency acceptable to the Engineer at intervals not to exceed twelve (12) months and following repairs, modification, or relocation of the equipment. Calibration certificates shall be provided when requested by the Engineer.

7.14 <u>INSPECTION</u>. The Work is subject to inspection and approval by the Engineer. The CONTRACTOR shall notify the Engineer before 12:00 p.m. of the working day before inspection is required. Unless otherwise authorized, work shall be done only in the presence of the Engineer or an authorized representative. Any work done without proper inspection will be subject to rejection. The Engineer and any authorized representatives shall at all times have access to the work during its construction at shops and yards as well as the project site. The CONTRACTOR shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with these specifications. Inspection of the work shall not relieve the CONTRACTOR of the obligation to fulfill all conditions of the Contract.

The CONTRACTOR shall be responsible for cutting, fitting, or patching required to complete the work or to make its parts fit together properly.

If inspections indicate that any portion of the work does not meet the requirements specified in the Contract Documents, the CONTRACTOR shall rework that portion until the requirements are attained to the satisfaction of the Engineer. Inspection of areas which have not met the requirements will be performed by the Engineer at the CONTRACTOR's expense.

7.15 MONTHLY PROGRESS REPORTS. The CONTRACTOR shall submit monthly Progress Reports to the Engineer on or before the monthly submittal date. The monthly submittal date shall be established at the preconstruction meeting. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments may be withheld pending receipt of any outstanding reports.

If the CONTRACTOR desires to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the CONTRACTOR shall submit to the Engineer a revised construction schedule in advance of beginning revised operations.

7.16 MEASUREMENT OF WORK.

7.16.1 General. Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal planes, however, linear quantities of pipe, piling, fencing, and timber shall be considered as being the true length measured along the longitudinal axis.

Unless otherwise provided in the Specifications, volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimension. The planimeter shall be considered as the instrument of precision adapted to the measurement of all areas.

Materials and equipment delivered but not incorporated into the Work shall be included in the estimate for progress payment.

7.16.2 Methods of Measurement. Materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the methods stipulated in the particular sections involved.

7.16.3 Certified Weights. When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by the Engineer, on a completely automated weighing and recording system. The CONTRACTOR shall furnish the Engineer with duplicate licensed weighmaster's certificates showing the actual net weights. The AGENCY will accept the certificates as evidence of the weights delivered.

7.16.4 Units of Measurements. Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

7.16.5 Lump Sum Work. Items for which quantities are indicated as "lump sum", L.S. or "Job" shall be paid for at the price indicated in the Bid Schedule. Such payment shall be full compensation for the items of work and all work appurtenant thereto. When required by the Specifications or requested by the Engineer, the CONTRACTOR shall submit to the Engineer within fifteen (15) days after award of contract, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. This schedule shall equal in total the lump sum bid and shall be in such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

7.16.6 Mobilization. When a bid item is included in the Proposal form for mobilization and subject to the conditions and limitations in the Specifications, the costs of work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate. When no such bid item is provided, payment for such costs will be considered to be included in the other items of work.

7.17 PROGRESS PAYMENTS.

7.17.1 Requests for Payment. The CONTRACTOR shall submit written requests for monthly progress payments to the Engineer on or before the monthly submittal date. The monthly submittal date shall be established at the preconstruction meeting.

Each month, the CONTRACTOR shall make an approximate measurement of the work performed as of the monthly submittal date, as a basis for making the monthly request for progress payments. The City Engineer will then review the request for payment to ensure its conformance with the Measurement of Work Section 7.16, the Contract Unit Prices, and other Contract requirements.

From the amount of the request for payment which is approved by the Engineer, five percent (5%) shall be deducted and retained by the AGENCY, and the remainder less the amount of all previous payments, and less the amount of all valid setoffs, shall be paid to the CONTRACTOR.

Valid setoff shall include:

(a) The cost to correct defective work which has not been remedied by the CONTRACTOR; and
(b) Claims against the CONTRACTOR or any of its subcontractors for labor and materials furnished; and
(c) Failure of CONTRACTOR to make proper payments to any subcontractors, employees, or suppliers; and
(d) Costs resulting from default by the CONTRACTOR on any other term or condition of this Contract; and
(e) Liquidated damages.

Progress payments will be provided within thirty (30) days of the submittal date for which payment was requested and approved as outlined above. If the CONTRACTOR fails to meet the monthly submittal date, progress payments will not be issued for that month.

7.17.2 Retention Substitutes. In accordance with the Public Contract Code Section 22300, securities shall be permitted in substitution of money withheld by the AGENCY to ensure performance under this contract.

At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the AGENCY, or with a state or federal chartered bank as the escrow agent, who shall then pay such moneys to the CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to the CONTRACTOR. Securities eligible for investment under this Subsection shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the CONTRACTOR and the AGENCY. The CONTRACTOR shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If an escrow agreement is used as security, it shall be null, void, and unenforceable unless it is substantially similar to the form stated in Public Contract Code Section 22300.

7.17.3 Other Remedies. No progress payment made to the CONTRACTOR or its sureties will constitute an acceptance of the work, a waiver of the liquidated damages or a waiver of any other remedies available at law.

7.18 <u>USE OF IMPROVEMENTS PRIOR TO ACCEPTANCE</u>. The AGENCY reserves the right to take over and utilize all or part of any completed work. The CONTRACTOR will be notified in writing in advance of such action. Such action by the AGENCY will relieve the CONTRACTOR of responsibility for injury or damage to said completed portions of the improvement resulting from use by public traffic or from the action of the elements or from any other cause, except injury or damage resulting from the CONTRACTOR's operations or negligence. The CONTRACTOR will not be required to reclean such portions of the improvement before field acceptance, except for cleanup made necessary by its operations. Nothing in this section shall be construed as relieving the CONTRACTOR from full responsibility for correcting defective work or materials, nor from completing all work under the contract.

In the event the AGENCY exercises its right to place into service and utilize all or part of any completed work, the AGENCY shall assume the responsibility and liability for injury to persons or property arising out of or resulting from the utilization of the facility or appurtenance so placed into service, except for any such injury to persons or property caused by any willful or negligent act or omission by the CONTRACTOR, subcontractor, their officers, employees, or agents.

7.19 ACCEPTANCE OF WORK; FINAL PAYMENT. When the CONTRACTOR is satisfied that the Work at the Project Site is finished, the CONTRACTOR shall request a punch list and final inspection from the Engineer. The CONTRACTOR shall continue to make corrections to the Work at the Project Site upon receiving direction from the Engineer. The Work at the Project Site shall not be considered complete until the CONTRACTOR receives a notice from the Engineer requesting submittal of "as-built" plans and any other required final reports or documents.

All work under the Agreement, pursuant to the requirement of the Notice to Proceed, shall not be considered complete until after the CONTRACTOR has completed all Work in the field, submitted copies of the "as-built" plans, and submitted any other final reports and documents, all to the satisfaction of the Engineer. The "as-built" plans shall show in red, in detail, all construction changes, particularly the location and depth of conduit runs, and crossings, and the locations of standards, pull boxes, and other substructures.

Upon completion of all work under the Agreement, as defined above, the Engineer shall accept the Work on behalf of the AGENCY, and request that a Notice of Completion be filed in the offices of the County Recorder. The Board delegates to the Engineer authority to accept public projects.

The five percent (5%) retention shall be paid to the CONTRACTOR thirty-five (35) days after the date of the recording of the Notice of Completion. The AGENCY reserves the right to withhold the five percent (5%) retention to the extent that:

(a) there is defective work not remedied by the CONTRACTOR, or,

(b) there are claims against the CONTRACTOR or any of its subcontractors for labor or materials furnished; or,

(c) the CONTRACTOR has not made proper payments to subcontractors, employees, or materialmen; or,

(d) the CONTRACTOR has defaulted on any other term or condition of this Contract.

Payment of the final progress payment shall be contingent upon the CONTRACTOR furnishing the AGENCY with a release of all claims against the AGENCY by the CONTRACTOR and its subcontractors and suppliers arising by virtue of the Contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the CONTRACTOR from the operation of the release.

The acceptance by the CONTRACTOR of the final progress payment shall constitute a waiver of all claims by the CONTRACTOR except those previously made in writing and still unsettled.

7.20 CONTRACTOR'S ASSIGNMENT OF TITLE. Section 7103.5 of the Public Contract Code provides:

> "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 assign 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 Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the 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, without further acknowledgement by the parties."

The CONTRACTOR further warrants that all goods, services, and materials provided to the AGENCY in accordance with this Contract are free and clear of all liens and encumbrances.

7.21 CHANGES IN WORK.

7.21.1 Contents of Change Proposals, Change Orders, and Claims. Any Change Proposal or Claim submitted by the CONTRACTOR shall be signed by the authorized representative of the CONTRACTOR as defined in Subsection 2.5, and shall include the information set forth in this subsection 7.21.1 below. A Change Order issued by the AGENCY shall be signed by the Engineer and contain the information set forth in this subsection 7.21.1 below:

(a) the project name and number; and,

(b) detailed description of the change or claim; and,

(c) the reason for the change or claim; and,

(d) the increase or decrease in dollar value of the Contract price resulting from the change or claim, or the method of determining compensation for the change or claim; and,

(e) the number of work days which will be added or subtracted from the date of completion of all work under the Agreement by virtue of the change or claim.

7.21.2 Contractor Initiated Changes. The CONTRACTOR may request changes in specific methods of construction, or changes in the Plans and Special Provisions, by submitting written Contract Change Proposals to the Engineer.

The Change Proposal shall be reviewed by the Engineer, and may be approved by the Engineer if the change does not materially affect the Work, the change is not detrimental to the Work or the interests of the AGENCY, and the request is received by the Engineer within ten (10) working days of the start of the condition which caused the change. Nothing herein shall be construed as granting a right to the CONTRACTOR to demand approval of Change Proposals.

7.21.3 Agency Initiated Changes. The AGENCY may order a change to the Work, if the change is within the scope of work, by written Change Order signed by the Engineer. The Change Order shall include the information set forth in Section 7.21.1 above.

The CONTRACTOR shall promptly and diligently perform in accordance with the Contract Documents as amended by the Engineer.

The CONTRACTOR shall, within ten (10) working days of a written request by the Engineer, submit a proposed change (in accordance with Section 7.21.1 above) in Contract Price and Contract Time which the CONTRACTOR certifies and justifies are resulting from the Change Order. This proposed change may be negotiated by the AGENCY and CONTRACTOR in order to reach an agreement as to the impact of the Change Order upon the Contract Price and the Contract Time. The process of submitting the proposed change and negotiating an agreement, or any failure to reach an agreement as to any resulting change of Contract Price or Contract Time, shall not relieve the CONTRACTOR of its obligation to perform in accordance with the Contract Documents.

7.21.4 Change of Contract Price.

(a) If a change to the Work is covered by Contract Unit Prices set forth in the Bid, or any other "Stipulated Unit Prices" set forth in the Contract Documents, then the applicable Contract Unit Prices or Stipulated Unit Prices shall govern the increase or decrease to the Contract Price.

(b) If a change to the Work is not covered by Contract Unit Prices set forth in the Bid, or any other "Stipulated Unit Prices" set forth in the Contract Documents, then the increase or decrease to the Contract Price shall be the Cost of Work to the CONTRACTOR calculated in accordance with Section 7.21.5 below, unless otherwise agreed to in writing between the AGENCY and CONTRACTOR.

7.21.5 Cost of the Work.

(a) **Daily Reports.** In order to be entitled to an adjustment to Contract Price due to extra work for which the CONTRACTOR is not already being compensated in accordance with this "Cost of the Work" section, the CONTRACTOR shall submit a daily report to the Engineer in a form subject to the review and approval of the Engineer. The daily report shall include copies of supporting documents to substantiate all costs listed therein. Supporting documents shall include payroll

sheets, delivery tickets, purchase orders, and invoices. The CONTRACTOR shall submit the daily report to the Engineer by 4:00 p.m. of the next work day. The CONTRACTOR and the Engineer shall both make a reasonable effort to come to an agreement as to the description of the extra work performed, and shall make written notations appended to the daily report to note any points of disagreement. The daily report shall describe only that extra work performed by the CONTRACTOR for which the CONTRACTOR wishes to be compensated in accordance with this section. The daily report shall include, at a minimum, the following:

1) The names, classifications, and hours of all laborers,
2) The quantities and types of materials used,
3) The type of equipment, size, identification number, and hours of operation, including loading and transportation if applicable,
4) Any other costs for services and expenditures allowable under this Section 7.21.5.

(b) **Labor.** Labor costs shall include only the actual direct costs of workers and foremen (including payroll taxes, workers compensation insurance, liability insurance, pension, and other assessments or benefits required by law) to the extent they performed extra work. Labor costs shall not include the cost of supervisors or office staff, or any other indirect costs which are covered by the markup.

(c) **Materials.** Material costs shall include only the actual direct costs of materials delivered and installed in the extra work.

(d) **Equipment Rental.** Equipment rental shall include the actual direct costs of equipment used on the extra work.

(e) **Other items.** The AGENCY may, in its discretion, authorize the direct costs of other items required for the extra work, to the extent those other items are not covered under markup or Subcontractor work.

(f) **Markup.** The CONTRACTOR shall be entitled to a markup of fifteen percent (15%) of the actual net increase in the above direct costs which are substantiated in accordance with this section 7.21.5. The markup shall cover all indirect costs including but not limited to bond and insurance premiums, office overhead, profit, and the purchasing or renting of small tools and equipment.

(g) **Subcontractor's Work.** In order for the CONTRACTOR to be entitled to an adjustment in the Contract Price based upon the work of a subcontractor, the CONTRACTOR shall submit documentation in accordance with section 7.21.5(a) through 7.21.5(f) above for the subcontractor's work. The CONTRACTOR shall be entitled to a markup on the subcontractor's costs (direct and markup) equal to ten percent (10%) on the first two-thousand ($2,000) dollars of the subcontractor's costs, and five percent (5%) on work in excess of two-thousand ($2,000) dollars of the subcontractor's costs.

7.22 CLAIMS AND DISPUTES.

7.22.1 Claims for Additional Compensation. If the CONTRACTOR wishes to make a Claim for additional compensation, the CONTRACTOR shall submit a written claim to the Engineer within ten (10) working days of the start of the condition which caused the purported increase in Contract price. The Claim shall include all the information required by Section 7.21.1 In order to substantiate the Claim, the CONTRACTOR shall, at a minimum, submit daily reports in accordance with Section 7.21.5.

The Engineer shall review the CONTRACTOR's claim and may authorize additional compensation in accordance with the criteria set forth in Sections 7.21.4 and 7.21.5.

7.22.2 Claims for Additional Time. If the CONTRACTOR wishes to make a Claim for an increase in Contract Time, the CONTRACTOR shall submit a written Claim to the Engineer within ten (10) working days of the start of the condition which purportedly caused the increase in Contract Time. The Claim shall include all the information required by Section 7.21.1. In order to substantiate the Claim, the CONTRACTOR shall, at a minimum, submit a specific description of the manner in which the condition impacts the CONTRACTOR's construction schedule.

The Engineer shall review the CONTRACTOR's claim and may authorize extensions of time in accordance with the criteria set forth in this section only when a delay is caused to the entire Work for the Project. Extensions of time shall not be granted for noncontrolling delays to portions of the Work unless the CONTRACTOR demonstrates that such delays also delay the progress of the entire Work.

If delays are caused by events which are reasonably foreseeable to and within the control of the CONTRACTOR, the CONTRACTOR shall be entitled to no extension of time. Such events shall include, but are not limited to, the AGENCY's suspension of work due to the CONTRACTOR's failure to maintain required insurance, and failure to provide adequate safety measures at the site.

If delays are caused by unforeseen events beyond the control of both the CONTRACTOR and the AGENCY, the CONTRACTOR shall be entitled to an extension of time, but the CONTRACTOR shall not be entitled to any additional compensation due to the delay. Such unforeseen events include war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, and other causes substantially equal in gravity.

If delays are caused solely by the AGENCY, the CONTRACTOR shall be entitled to an extension of time, and may be entitled to additional compensation in accordance with Section 7.22.1 only if the delays are unreasonable under the circumstances and not within the reasonable contemplation of the CONTRACTOR at the time the project was bid.

7.22.3 Disputed Work. In the event that a dispute arises between the AGENCY and the CONTRACTOR as to the interpretation of Contract Documents, including change orders, or the compensation for Work, or the time for completion of the Work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall diligently proceed with all work to be performed under the Contract Documents. No work shall be delayed or postponed by the CONTRACTOR pending resolution of any disputes or disagreements with the AGENCY unless otherwise agreed upon in writing. The AGENCY shall compensate the CONTRACTOR based on the City Attorney's interpretation of the AGENCY's obligation to pay, or on a subsequent written agreement of the parties, or as determined by arbitration, or as fixed in a court of law.

7.22.4 RESOLUTION OF DISPUTED CLAIMS: ADMINISTRATIVE REVIEW AND CIVIL ACTION PROCEDURES

1. <u>DEFINITION</u>.

For the purpose of this Section, "claim" means a separate demand by the CONTRACTOR for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the CONTRACTOR is not otherwise entitled to, or (C) an amount the payment of which is disputed by the AGENCY.

2. <u>ADMINISTRATIVE REVIEW BY AGENCY</u>.

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by statute for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the AGENCY shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the AGENCY may have against the CONTRACTOR.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the AGENCY and the CONTRACTOR.

(3) The AGENCY's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the AGENCY shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the AGENCY may have against the CONTRACTOR.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the AGENCY and the CONTRACTOR.

(3) The AGENCY's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

(d) (1) For claims of over three hundred seventy-five thousand ($375,000), the AGENCY shall respond in writing to all written claims within ninety (90) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the AGENCY may have against the CONTRACTOR.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the AGENCY and the CONTRACTOR.

(3) The AGENCY's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within sixty (60) days after receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

(e) If the CONTRACTOR disputes the AGENCY's written response, or the AGENCY fails to respond within the time prescribed, the CONTRACTOR may so notify the AGENCY, in writing, either within fifteen (15) days of receipt of the AGENCY's response or within fifteen (15) days of the AGENCY's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the AGENCY shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(f) Following the meet and confer conference, if the claim or any portion remains in dispute, the CONTRACTOR may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. CONTRACTOR understands and agrees that timely and properly filing a Government Code claim is a condition precedent to maintenance of a civil action for money or damages based on such claim. For purposes of those provisions, the running of the period of time within which a Government Code claim must be filed shall be tolled from the time the CONTRACTOR submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

3. <u>CIVIL ACTION PROCEDURES</u>.

(a) The parties agree that if the CONTRACTOR files a civil action, then within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the matter will be submitted to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.

(b) (1) The parties agree that if the matter remains in dispute, the case will be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 [Article 3, (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure] shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

7.23 SUSPENSION OF WORK.

7.23.1 General. The Work may be suspended in whole or in part when determined by the Engineer that the suspension is necessary in the interest of the AGENCY. The CONTRACTOR shall comply immediately with any written order of the Engineer suspending Work.

7.23.2 Archaeological and Paleontological Discoveries. If discovery is made of items of archaeological or paleontological interest, the CONTRACTOR shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Engineer. When resumed, excavation operations within the area of discovery shall be as directed by the Engineer.

Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones and fossils.

The CONTRACTOR may be entitled to an extension of time and compensation for suspension of Work in accordance with the provisions of Section 7.22.2.

7.24 LIQUIDATED DAMAGES. Failure of the CONTRACTOR to complete the Work within the Contract Time set forth in the Notice to Proceed will result in damages being sustained by the AGENCY. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the Contract Time specified, as adjusted in accordance with Section 7.22, for which all work is not completed, the CONTRACTOR shall pay to the AGENCY, or have withheld from monies due it, the sum of five hundred dollars ($500.00).

Execution of the Contract shall constitute agreement by the AGENCY and CONTRACTOR that five hundred dollars ($500.00) per day is the reasonable estimate of the value of the costs and actual damage caused by failure of the CONTRACTOR to complete the Work within the allotted Contract Time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the CONTRACTOR if such delay occurs.

7.25 DEFAULT BY CONTRACTOR. If, in the opinion of the Engineer, there is a reasonable doubt as to the CONTRACTOR's ability to complete performance under the Contract Documents or the CONTRACTOR is not complying in good faith with the terms of the Contract Documents, or in the event of a breach of a material requirement of the Contract Documents, the CONTRACTOR shall be in default of the Contract.

Upon default, the City Attorney shall give written notice to the CONTRACTOR and the Surety of the Faithful Performance Bond to cure the default within five (5) working days of the notice or, if more than five (5) working days are reasonably required to cure the default, the notice shall require adequate assurance of due performance within five (5) working days. At a minimum, adequate assurance shall consist of the CONTRACTOR's actual performance in accordance with the Contract Documents, and written documentation of the CONTRACTOR's demands for performance to subcontractors and suppliers, and the subcontractor's and supplier's written acknowledgement thereof.

If the CONTRACTOR complies with the notice, the Contract Documents shall remain in full force and effect.

If the Surety gives the AGENCY written notice that the Surety will assume control and perform the work as successor to the CONTRACTOR, the Surety shall be responsible for completion of all the CONTRACTOR's obligations under the Contract, and the Surety shall be entitled to all compensation owed to the CONTRACTOR under the Contract.

If the CONTRACTOR or its Surety does not comply with the notice within five (5) working days, or after starting to comply, fails to continue to diligently perform, the AGENCY may exclude both the CONTRACTOR and its Surety from the premises and take possession of all materials and equipment, and complete the Work by any means allowable under the law.

AGENCY may also terminate this Agreement upon written notice to CONTRACTOR in the event that:

(a) CONTRACTOR shall voluntarily file or have involuntarily filed against it any protection under bankruptcy or insolvency act or law; or,
(b) CONTRACTOR shall be adjudicated a bankruptcy; or,
(c) CONTRACTOR shall make a general assignment for the benefit of creditors.

In the event of an exclusion of the CONTRACTOR and the Surety from the premises, the CONTRACTOR shall not be entitled to receive any further payment until the Work is completed. The CONTRACTOR shall be paid the actual amount due in accordance with the Contract Documents for the amount of work performed at the time of exclusion, less damages caused to the AGENCY by the CONTRACTOR's default.

The cost to the AGENCY of completing the Work, including any administrative costs and attorney's fees, shall be called "Completion Costs." Completion Costs shall be deducted from any money due or becoming due to the CONTRACTOR under the Contract. If the sums under the Contract are insufficient for the AGENCY to pay Completion Costs, the CONTRACTOR shall pay the AGENCY the amount of such unpaid Completion Costs within ten (10) working days of receipt of written certification by the City Attorney of the amount owed.

The provisions of this section shall be in addition to all other rights and remedies available to the AGENCY under law.

7.26 <u>TERMINATION OF THE CONTRACT</u>. The Board may terminate the Contract at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the AGENCY is prevented from proceeding with the Contract by an act of God, national emergency, proclamation of the President of the United States, order of any federal authority, by law, or by official action of a public authority, upon receipt of written notice by the Engineer, of the Board's termination.

In the event of such a termination, the CONTRACTOR shall be entitled to compensation only for the reasonable value of the work done.

CITY OF OCEANSIDE CONTRACT DOCUMENTS

SECTION 8: SPECIAL PROVISIONS

PROJECT: SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001

8.0 GENERAL. All construction shall conform to Parts 2 and 3 of the 2009 edition of the Standard Specifications for Public Works Construction except as specifically amended by these Contract Documents. The quantities listed in the bid schedule will not govern final payment. Payment to the contractor will be made only for actual quantities of contract items constructed in accordance with the plans and specifications. Upon completion of the construction, if the actual quantities show either an increase or decrease less than 25 percent of the total cost of the item, the contract unit prices shall prevail.

The Contractor shall perform, with its own organization, Contract work amounting to at least fifty (50) percent of the Contract Price except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. Following is a list of "Specialty Items" for this project: None.

Contractor shall provide all production, materials, and photocopies associated with the Public Notification Flyer at no additional cost to the Agency and shall be included in the Lump Sum Price per Location.

8.2 SUBMITTALS.

Prior to the issuance of the "Notice to Proceed", the Contractor shall, at his own expense, furnish for review and obtain approval by the Engineer three (3) copies each of detailed submittals for materials, installation drawings, and construction procedures for the following:

Material Submittals
(Must have an Engineering Stamp or have a professional company draw up the plans)

In addition, the Engineer may, at his discretion, require shop drawings on other equipment or construction activities not included in the above list. The Engineer shall have ten (10) calendar days to review and return the shop drawings.

8.3 MOBILIZATION – (Bid Item #1)

Description - The CONTRACTOR shall be paid a fixed lump sum price for the cost of providing bonds, insurance, financing, and moving equipment to and from the job site. This item shall be paid with the first monthly progress payment to the CONTRACTOR after award of the contract and shall include the costs of such mobilization and administration of the entire contract period.

See section "9-3.4 Mobilization" of PART I - STANDARD SPECIFICATIONS AND MODIFICATIONS TO THE STANDARD SPECIFICATIONS of these specifications for additional details regarding this item.

Payment – Payment for this item shall be made at the contract lump sum price and shall include full compensation for mobilization and demobilization, along with any incidentals to accomplish all the work as specified herein and no additional compensation shall be allowed.

8.4 CONSTRUCTION SURVEY – (Bid Item #2)

Description - This work shall include, but not be limited to providing construction centerlines, staking, and coordination as required for construction of the improvement shown on the plans.

Payment – Payment for this item shall be made at the contract lump sum price and shall include full compensation for construction survey, along with any incidentals to accomplish all the work as specified herein and no additional compensation shall be allowed.

8.5 TRAFFIC CONTROL (Bid Item #3)

Traffic control shall conform with Section 7-10 of the Standard Specifications and the California Manual on Uniform Traffic Control Devices for Temporary Traffic Control (current edition at time of bid) and contract plans.

Work hours for lane closures shall be from 9:00 a.m. – 3:30 p.m. at all the project locations unless approved otherwise by the City Engineer or his representative.

The Contractor shall not perform any work requiring a lane closure outside the time limits specified in these special provisions and as shown on the approved Traffic Control Plan.

At least one twelve-foot (12') wide traffic lane shall be provided for each direction of travel on all streets at all times. If a bike lane is closed, then at least one fourteen-foot (14') wide traffic lane shall be provided.

For each 15-minute interval, or fraction thereof past the time specified to completely reopen the roadway, the City will deduct $200.00 per interval from moneys due the Contractor under the contract.

The Contractor shall provide the Engineer a contingency plan for reopening closed lanes to public traffic in the event of an equipment breakdown, shortage of materials, lack of production of materials or other production failures. The Contractor shall submit the contingency plan within one working day as requested by the Engineer.

Traffic control permit and implementation shall be included in the bid item of the Bid Schedule and shall include full compensation for furnishing all labor, tools, equipment,

materials, maintenance; for doing work involved in furnishing, placing, maintaining and removing traffic control devices and detours; and other incidentals required to complete this item in its entirety and no additional payment will be made thereafter. There is no separate bid item for this section.

8.6 STORMWATER COMPLIANCE – (Bid Item #4)

Description – This work shall include, implementation of water pollution measures in strict accordance with the State Water Board, maintenance of storm water and non-storm water best management practices (BMPs) throughout the duration of all Work.

Payment – Payment for this item shall be made at the contract lump sum price and shall include full compensation for installation and maintenance of any and all storm water BMPs, along with any incidentals to accomplish all the work, for the duration of the project, as specified herein and no additional compensation shall be allowed.

8.7 REMOVE EXISTING AND CONSTRUCT TRAFFIC STRIPING, LEGENDS, MARKING AND RAISED PAVEMENT MARKERS – (Bid Item #5)

Description – This work consists of complete removal of all striping, markings and RPM's as shown in the Drawings and replacement of all striping and markings in their present locations with thermoplastic striping. Work also includes application of thermoplastic pavement markings and crosswalks. Work includes tie-in and replacement of all existing traffic striping, pavement legends and markers, placing raised pavement markers, traffic striping, pavement legends following completion of pavement repairs. All work shall conform to these specifications, Standard Specifications, and to any supplementary standards or specifications which may be referred to herein.

Materials - Thermoplastic shall conform to Section 84-2, "Thermoplastic Traffic Stripes and Pavement Markings" of the Department of Transportation Standard Specifications. Traffic paint shall be fast dry water borne conforming to Section 84-3, "Painted Traffic Stripes and Pavement Markings", of the Department of Transportation Standard Specifications. All paint shall be reflective and shall conform to requirements of the Air Quality Management District. Reflective raised pavement markers shall conform to Section 85, "Pavement Markers", of the Department of Transportation Standard Specifications and to the applicable provisions of the Caltrans standard plans. Two-way blue reflective markers, Type I shall be installed at fire hydrants.

Construction – Existing traffic stripes (including raised pavement markers) and markings shall be removed by wet sandblasting. Removal of existing thermoplastic striping or pavement markings shall be performed by grinding. Removal shall be to the satisfaction of the ENGINEER. Existing pavement markings that are removed by sandblasting or grinding shall be completely removed. The CONTRACTOR shall immediately and continuously remove blasting sand or grinding residue from the roadway during sandblasting or grinding operations and no residue shall be allowed to accumulate. All water used in wet sandblasting shall be recovered and shall not be allowed to enter any

public or private storm drain system. Traffic striping construction shall conform to the State Standard Specifications. All painted traffic striping shall consist of two coats of paint. A minimum of 7 days shall be provided between coats and/or as directed by the ENGINEER. Installation of reflective pavement markers shall conform to Section 85, "Pavement Markers", of the State Standard Specifications and to the applicable provisions of the Caltrans standard plans. Existing raised pavement markers shall be removed prior to asphalt concrete construction. The CONTRACTOR shall use current Caltrans stencils throughout this project. No striping work shall start until the ENGINEER has approved the spotted or "cat-tracked" markings. No section of any street shall be left without striping for more that 24 hours, or over weekends or holidays.

Measurement – Various type of Caltrans Detail striping, including paint or thermoplastic lines and raised pavement markers, shall be measured by the lineal foot. Measurement of new painted pavement legends shall be for each complete word or symbol. Raised pavement markers, shall be included in other bid items, except two-way blue reflective markers (Type I) shall be measured by each.

Payment – Payment for Removal and Replacement of Traffic Striping, Legends, Markings, and Raised Pavement Markers shall be made at the contract lump sum price and shall include full compensation for all paint or thermoplastic lines and raised pavement markers, removals and furnishing all labor, materials, tools, equipment and incidentals to accomplish all the work as specified herein and no additional compensation shall be allowed.

8.8 REMOVE EXISTING CURB AND GUTTER (Bid Item #6) CONSTRUCT 6" CONCRETE CURB & GUTTER (Bid Item #8) CONSTRUCT 6" MEDIAN CURB & GUTTER (Bid Item #9)

Description – This work shall consist of removing the existing curb and gutter to the lengths show on the Drawings and constructing new concrete curb and gutter per SDRSD G-2, types as shown on the Drawings, and new rolled curb and gutter per SDRSD G-6, type B-3 at locations and elevations shown on the Drawings or as directed by the ENGINEER in the field.

Measurement - Measurement of concrete curb and gutter shall be by the lineal foot as measured along the flow line.

Payment - Payment for concrete work shall be at the contract price per lineal foot as shown in the bid schedule and shall include the cost of removal and replacement of adjacent asphalt concrete in conjunction with the new curb and gutter installation and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals to accomplish the work as specified herein and no additional compensation shall be allowed.

8.9 EXCAVATION AND GRADING – (Bid Item #7)

Description – This work shall consist of removing the existing concrete cross gutter, sidewalks, and AC pavement, and grading required to achieve design grades, as shown on the Drawings or as directed by the ENGINEER in the field.

Measurement - Measurement of removals shall be by cubic yard of material excavated.

Payment - Payment for this work shall be at the contract price per cubic yard as shown in the bid schedule and shall include the cost of removal asphalt concrete, concrete cross gutter, and concrete sidewalks, and grading to allow beach access, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals to accomplish the work as specified herein and no additional compensation shall be allowed.

8.10 CONSTRUCT 4" THICK CONCRETE SIDEWALK (SDRSD G-7 THRU G-11) – (Bid Item # 10)

Description – This work shall consist of constructing new concrete sidewalks 4" thick per SDRSD G-7 through G-11 at the locations per the Drawings. The sidewalk shall provide for a minimum 5 foot wide path of travel with a cross slope that does not exceed 2%. **The CONTRACTOR is advised to allow for tolerances to avoid exceeding the mandatory 2% cross slope. Shall the cross slope exceed 2% the CONTRACTOR shall remove and reconstruct at no additional costs to the OWNER.**

Measurement - Measurement for sidewalk shall be by the square foot as measured along the plane of the finished surface.

Payment - Payment for concrete work shall be at the contract price per square foot as shown in the bid schedule and shall include the cost of removal and replacement of adjacent facilities as necessary and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals to accomplish the work as specified herein and no additional compensation shall be allowed.

8.11 2-INCH GRIND AND MILL (Bid Item #11)
INSTALL AC PAVEMENT SECTION 4"AC/10"AB (Bid Item #13)

Description - This work shall consist of removal of existing asphalt concrete pavement by cold milling to the depths shown on the Drawings.

Work shall also include excavating and disposing of existing pavement, aggregate base, cement treated base, and native material; the preparation of subgrade and milled surfaces prior to placement of new pavement section, pavement overlay, and furnishing, spreading, placing, and compacting of materials to the thickness shown per the Drawings or as directed by the ENGINEER. This work shall also consist of applying paint binder (tack coat) to all vertical and horizontal surfaces to be joined by new pavement.

Materials

Material Type	**Type of Pavement Repair**
Asphalt Concrete (Type III-C3, 1/2" maximum)	Replacement AC for excavated areas adjacent to new concrete improvements such as Curb &Gutter. Often referred to as "Slot Patching" (Included in various bid items)
Asphalt Concrete (Type III-C3, 1/2" maximum) Surface Course (2 to 4 inch repairs) Asphalt Concrete (Type III-B2, 3/4" maximum) Base Course (6-inch repairs lower lifts)	Pavement replacement on California Street

Asphalt Concrete
All Asphalt Concrete shall conforming to the provisions of Subsection 203 of the Standard Specifications. The CONTRACTOR shall submit the batch plant mix design (including stability test results) to the ENGINEER for review and approval at least fourteen (14) calendar days prior to commencing any work.

Asphalt Binder
The Asphalt Binder and tack coat shall be PG 64-10 and shall conform to section 203-1 of the Standard Specifications and as determined by the ENGINEER. The CONTRACTOR shall prevent the formation of carbonized particles caused by overheating Asphalt during manufacturing or construction.

Aggregate
The provisions of Section 400-4.2.2 "Aggregate", of the Standard Specifications shall have the following additional requirement: At least 75 percent, by weight, of the material retained on the No. 4 sieve shall have at least one fractured face as determined by California Test Method No.205.

Construction
AC REMOVALS BY COLD MILLING
Equipment - The cold milling machine shall be specifically designed for automatically controlled profiling. The automatic controls shall provide for accurately establishing profile grades at each edge of the machine by referencing from the existing pavement or an independent grade reference, where required, or be capable of automatically maintaining a designated cross slope from a single reference.

The machine shall be self-propelled and shall have sufficient power, traction and stability to maintain an accurate depth of cut. The machine shall also be equipped with means to effectively control dust generated by the cutting operation.

Construction – The existing asphalt concrete pavement shall be milled as shown on the Project Plans. Following planning, temporary asphalt cold patch shall be placed at edges of all cuts in the planed area adjacent to the travelled way. The patch shall be ramped and intended to better allow vehicles to cross the transition. This shall be a temporary measure and shall be removed immediately prior to overlay. Immediately following the milling process the CONTRACTOR shall have all milled material removed from the job site and disposed of at an appropriate disposal site. The milled section shall be cleaned of all loose material. Powerbrooming shall be supplemented by handbrooming when necessary, until the surface is free of deleterious material. Each street shall be swept immediately after the cold milling operation has been completed. **Streets shall not be washed to the extent that debris may enter the storm drain system.** All streets, gutters and local depression areas of catch basins shall be kept free of dirt, rocks or other debris at all times. During cold milling operations all catch basin inlets shall be covered with a fabric which shall allow the passage of water but shall not allow debris to enter storm drain. The longitudinal surface deviation of the finished cold planed surface shall not exceed 1/4" inch in10 feet. Hand-operated cold mill equipment may be required in areas not accessible to self-propelled machinery. Contractor shall take the necessary precautionary measures to avoid damaging concrete gutters, sidewalks, and other existing improvements. Shall damage occur, the Contractor shall replace entire damaged areas at no additional cost to the City. Areas of AC removal shall be marked in the field with white paint by the ENGINEER and as shown on the Drawings.

Payment – Payment for cold milling shall be included in the contract price per square foot where AC Removal and Replacement is required and shall include full compensation for coldmilling, removal and disposing of all milled material, sweeping and for furnishing all labor, materials, equipment and incidentals to accomplish the work as specified herein and no additional compensation shall be allowed.

AC REMOVALS BY SAW CUTTING AND EXCAVATION FOR NEW CURB AND GUTTER/SIDEWALK AND ROADWAY PAVEMENT PLACEMENT

Areas of AC removal shall be marked in the field with white paint by the ENGINEER and as shown on the table and exhibits in the Appendix of these specifications.

The depth of cut shall be deep enough to provide a clean, straight break without loosening, cracking or damaging adjoining asphalt or concrete.

Excavation shall conform to applicable provisions of Section 300-2 of the Standard Specifications and these Technical Provisions.

The CONTRACTOR shall sawcut pavement around all areas to be removed prior to the start of any excavation. All excavated materials shall be immediately removed from the site and recycled or disposed of at the CONTRACTOR's expense at a legal dumpsite. All excavated areas shall be immediately repaired with full depth AC as specified in these Technical Provisions or placement of new curb, gutter, and sidewalks.

Streets shall not be washed to the extent that debris may enter storm drain system. All streets, gutters and local depression areas of catch basins shall be kept free of dirt, rocks or other debris at all times. During removal and replacement all catch basin inlets shall be covered with a fabric which shall allow passage of water but shall not allow debris to enter storm drain. During sawcutting operations all excess water and mud shall be removed from surface by wet vacuum method. Material may be shoveled or broomed onto adjacent subgrade or dirt area provided it cannot get into storm drain.

Construction shall conform to applicable provisions of Sections 302 and 400 of the Standard Specifications and these Technical Provisions. Full depth asphalt concrete pavement repairs shall be constructed in equal lifts to the total overall after compaction thickness equal to existing or as directed by the ENGINEER.

Subgrade Preparation for Asphalt Concrete
The subgrade for asphalt concrete shall be graded smooth, level, and to a uniform depth and cross-section and compacted to 95% of maximum density at optimum moisture to a minimum depth of 6" below the subgrade plane as determined by California Test Method Nos. 216 & 231 and 12" of Class II aggregate material compacted to 95% of maximum density as shown on the plans.

Prior to placing asphalt concrete, the subgrade shall be subject to inspection/testing and approval by the ENGINEER. Any compaction tests ordered shall be at OWNER expense unless tests fail, in which case tests shall be at the CONTRACTOR's expense.

Paint Binder - Prior to placing of asphalt concrete, existing vertical AC, or concrete surfaces to be joined shall be cleaned of all loose material and shall have paint binder (tack coat) applied at the minimum rate of 0.20 gallons per square yard, in conformance with Section 302-5.4 of the Standard Specifications. Distribution, Spreading, and Rolling - Distribution, spreading and rolling shall conform to the requirements of Section 302-5 of the Standard Specifications and these Technical Provisions. The asphalt concrete for asphalt concrete repairs shall be spread and compacted in lifts of equal thickness not exceeding 4-inches or 0.25 feet in compacted thickness for each lift.

Compacting equipment shall conform to Section 302-5 of the Standard Specifications, except that in very small areas a vibrating tamper, as approved by the ENGINEER, maybe utilized. In general, it is desired that a steel wheeled roller shall always be utilized to finish off the full depth asphalt concrete surfaces. Tarpaulins shall be used to cover all loads from plant to project site.

Payment – Payment for subgrade preparation shall be included in the contract price per square foot where AC Removal and Replacement or new construction is required and shall include full compensation for furnishing all labor, materials, equipment and incidentals to accomplish the work as specified herein and no additional compensation shall be allowed.

8.12 SUBGRADE PREPARATION (Not a Bid Item)

Description - This work shall consist of preparation of the subgrade for Portland Cement Concrete (PCC) curbs and gutters, sidewalks, gutters, and asphalt concrete pavement.

Construction - Subgrade preparation shall conform to applicable provisions of Section 301-1 of the Standard Specifications and shall be compacted to a relative compaction of not less than 95% relative. The CONTRACTOR shall provide the necessary labor and equipment to excavate to a depth as determined by the ENGINEER in the field at each test site.

After the removal of the existing asphalt concrete pavement, concrete gutters, and objectionable materials, and prior to placing the asphalt concrete, if applicable the CONTRACTOR shall compact the top 0.50 feet of the existing aggregate base or native material to a minimum of 95% relative compaction.

The OWNER shall furnish the first compaction tests at no cost to the CONTRACTOR. Any retesting required due to first test failures shall be made by the OWNER at the CONTRACTOR's expense, cost of which shall be deducted from the CONTRACTOR's final payment. Furnishing and applying water as directed by the ENGINEER shall be considered incidental work, cost of which shall be included in the CONTRACTOR's bid price for other items.

Payment - Payment for subgrade preparation shall be included in the contract unit prices paid for other items of work and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for accomplishing the work as specified herein and no additional compensation shall be allowed.

8.13 SAWCUTTING – (Bid Item #12)

Description – This work shall consist of sawcutting to depths necessary and at the locations, lines, and grades shown on the Drawings. The depth of cut shall be deep enough to provide a clean, straight break without loosening, cracking or damaging adjoining asphalt or concrete.

Payment – Payment for sawcutting shall be included in the contract price per lineal foot, and shall include full compensation for furnishing all labor, materials, equipment and incidentals to accomplish the work as specified herein and no additional compensation shall be allowed

8.14 INSTALL ADA CURB RAMP (Bid Item #14)

Description – This work shall consist of constructing new concrete ADA curb ramps per SDRSD G-27 and SDRSD G-30, types as shown on the Drawings with detectable tactile truncated domes to all ramps or as directed by the ENGINEER in the field.

Materials - Detectable warning surface shall be Vitrified Polymer Composite (VPC) Cast In-Place Tactile Armor-Tile manufactured by Engineered Plastics Inc. (800.682.2525) or approved equal. The tile shall be yellow in color throughout the tile and shall be 3' x the entire width of the ramp, not including side flares.

Measurement - Measurement shall be by a count of each Pedestrian Ramp and shall include the Detectable Tactile Warning Surface installed.

Payment - Payment for each Pedestrian Ramp shall be paid for at the contract unit price per each and shall include the removal and replacement of the existing curb ramp and installation of a new curb ramp including, but not limited to concrete, excavation, subgrade, tile, and full compensation for furnishing all labor, materials, tools, equipment and incidentals for accomplishing the work as specified herein and no additional compensation shall be allowed.

8.15 DUST CONTROL AND CLEAN-UP (Not a Bid Item)

Description – This work shall consist of dust abatement by cleaning and sweeping to control dust which is the result of the CONTRACTOR's operations. In addition, this work shall consist of sweeping streets and/or sidewalks adjacent to the project if said dirt and/or dust is a result of the CONTRACTOR's operations.

Construction - Construction shall conform to the provisions of Section 7-8, "Project Site Maintenance", of the Standard Specifications.

Payment - Payment for Dust Control and Cleanup shall be included in the contract unit prices paid for other items of work and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for accomplishing the work as specified herein and no additional compensation shall be allowed.

8.16 REMOVE EXISTING AND RE-INSTALL SIGNS– (Bid Item #15)

Description – This work shall consist of removing and reinstalling signs and mailboxes at locations shown on the Drawings, or as directed by the ENGINEER in the field.

Measurement - Measurement shall be per each sign or mailbox as specified in the Contract Documents.

Payment - Payment for this item shall be at the contract price per each as shown in the bid schedule and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals to accomplish the work as specified herein and no additional compensation shall be allowed therefor.

8.17 INSTALLATION OF RADAR FEEDBACK SIGNS (Bid Item #16)

Install V-Calm-VMS solar radar feedback sign with mounting hardware, solar controller and enclosure, solar panel, batteries, SD card, and software on existing street light pole located on Douglas Drive, approximately 200 feet west of Festival Drive. The location will be verified by the engineer.

Install 30 inch by 30 inch intensity prismatic reflective W13-1(35) sign below the radar feedback sign. Minimum clearance of sign shall be seven (7) feet.

Provide Engineer with SD card prior to commencing the installation of the radar feedback sign.

Payment - Payment for radar feedback signs, solar panel, mounting hardware, solar controller and enclosure, batteries, SD card, software, and one advisory speed limit sign at the project location – Full compensation for the furnishing of all labor, equipment and materials for performing all the work shown on the plans and/or specified herein shall be considered to be included in the unit or lump sum price bid for the radar feedback sign and advisory speed limit sign, and no additional compensation will be allowed therefore.

8.18 INSTALL DROUGHT TOLERANT LANDSCAPING (Bid Item #17)

Description – This work shall consist of installing landscaping and soil materials in the newly constructed median island as shown on the contract drawings, including removal of all AC and Base material and backfill for areas to be planted.

Class A topsoil shall be used and provided from a source outside the limits of the project selected by the Contractor and in compliance with the requirements specified herein. The Engineer may make such inspections and perform such tests as deemed necessary to determine that the material meets the requirements.

At least 15 days before scheduled use, the proposed source of topsoil must be submitted to the Engineer for approval. The Contractor shall submit a written request for approval which shall be accompanied by a written report of a testing agency registered by the State for agricultural soil evaluation which states that the proposed source complies with these specifications. Class A topsoil shall have the same relative composition and structure, a friable sandy loam character, and be free of roots, clods and stones larger than 1 inch in greatest dimension, pockets of coarse sand, noxious weeds, sticks, brush, and other litter. It shall not be infested with nematodes or other undesirable insects and plant disease organisms.

Class A topsoil shall meet the following additional requirements:

1) Gradation Limits. Sand, 50 to 80 percent; clay 20 percent maximum; and silt, 30 percent maximum. The sand, clay, and silt gradation limits shall be as defined in ASTM D422.

2) Permeability Rate. Not less than 1/2 inch (13mm) per hour nor more than 2 inches (50mm) per hour when tested in accordance with ASTM D2434, California Test 220, or other approved methods.

3) Agricultural Suitability. The topsoil shall be suitable to sustain the growth of the plants specified.

Payment - Payment for landscaping installation shall be included in the contract lump sum price as shown in the bid schedule and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for accomplishing the work as specified herein and no additional compensation shall be allowed.

8.19 INSTALL MEDIAN HARDSCAPE (Bid Item #18)

Description – This work shall consist of constructing concrete hardscape at new planted median at the locations per the Drawings.

Measurement - Measurement for sidewalk shall be by the square foot as measured along the plane of the finished surface.

Payment - Payment for concrete work shall be at the contract price per square foot as shown in the bid schedule and shall include the cost of removal and replacement of adjacent facilities as necessary and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals to accomplish the work as specified herein and no additional compensation shall be allowed..

CITY OF OCEANSIDE CONTRACT DOCUMENTS

EXHIBIT 1: STATE LABOR CODE REQUIREMENTS

PROJECT: SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001

Throughout Exhibit 1, the term "Labor Code" shall mean the "California Labor Code."

E1.1 Prevailing Wages

a. Pursuant to Labor Code Section 1774, the CONTRACTOR, and any subcontractor under him, shall pay all workers employed on this project not less than the wages specified in the General Prevailing Wage Determination Made By The Director Of Industrial Relations in effect on the date of the invitation for bids for this project. The Prevailing Wage Determination is referred to on Exhibit 2. Additional copies of this Prevailing Wage Determination are on file with the Project Manager at the Engineering Division of the Development Services Department, 300 North Coast Highway, Oceanside, CA 92054, and shall be made available to any interested party on request.

b. Pursuant to Labor Code Section 1775, the CONTRACTOR shall, as a penalty to the AGENCY, forfeit not more than fifty dollars ($50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed, for any public work done under the contract by him or her or by any subcontractor under him or her. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the CONTRACTOR's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR in meeting his or her prevailing wage obligations, or the CONTRACTOR's willful failure to pay the correct rate of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the CONTRACTOR had knowledge of his or her obligations under the Labor Code. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate shall be paid to each worker by the CONTRACTOR.

c. To the extent that there is insufficient money due to a CONTRACTOR to cover penalties forfeited and amounts due, the AGENCY shall notify the Division of Labor Standards Enforcement of the violation. The Division of Labor Standards Enforcement, if necessary with the assistance of the AGENCY, may maintain an action in any court of competent jurisdiction to recover the penalties and the amounts due provided for herein. Such action shall be commenced not later than ninety (90) days after the filing of a valid notice of completion in the office of

the county recorder in each county in which the public work or some part thereof was performed, or not later than ninety (90) days after acceptance of the public work, whichever last occurs. No issue other than that of the liability of the CONTRACTOR for the penalties allegedly forfeited and amounts due shall be determined in the action, and the burden shall be upon the CONTRACTOR to establish that the penalties and amounts demanded in such action are not due.

d. Out of any money withheld, recovered, or both, there shall first be paid the amount due each worker, and if insufficient funds are withheld, recovered, or both to pay each worker in full, the money shall be prorated among all workers.

E1.2 Legal Day's Work

a. Pursuant to Labor Code Section 1810 et seq., eight (8) hours labor on this project shall constitute a legal day's work.

b. Work performed by employees of CONTRACTORs in excess of eight (8) hours during any one (1) calendar day, and forty (40) hours during any one (1) calendar week, shall be permitted on this project only upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one half (1½) times the basic rate of pay, and upon prior written consent of the Engineer.

c. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the Legal Day's Work requirements of Labor Code Section 1810 et seq.

d. To the extent that there is insufficient money due to a CONTRACTOR to cover penalties forfeited and amounts due, the AGENCY shall notify the Division of Labor Standards Enforcement of such violation. In the case of a worker claiming the difference between the prevailing wage rate and the amount paid him, the AGENCY shall first give the notice mentioned in Section 1190.1 of the Code of Civil Procedure. The Division of Labor Standards Enforcement, if necessary with the assistance of the AGENCY, may maintain an action in any court of competent jurisdiction to recover the penalties and the amount due provided for herein. Such action shall be commenced not later than ninety (90) days after the filing of a valid notice of completion in the office of the county recorder in each county in which the public work or some part thereof was performed, or not later than ninety (90) days after acceptance of such public work, whichever last occurs. No issue other than that of the liability of the CONTRACTOR for the penalties allegedly forfeited and amounts due shall be determined in such action, and the burden shall be upon the CONTRACTOR to establish that the penalties and amounts demanded in such action are not due.

e. Out of any money withheld or recovered or both, there shall first be paid the amount due each worker and if insufficient funds are withheld or recovered or both to pay each worker in full the money shall be prorated among all such workers.

E1.3 Payroll Records

Pursuant to Labor Code Section 1776, the CONTRACTOR shall be responsible for compliance with the following requirements:

a. The CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

b. The payroll records enumerated under subdivision (a) above, shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the AGENCY, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the AGENCY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs or preparation by the Division of Labor Standards Enforcement, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the CONTRACTOR.

c. Each CONTRACTOR shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request.

d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the AGENCY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR awarded the contract or performing the contract shall not be marked or obliterated.

e. The CONTRACTOR shall inform the AGENCY of the location of the CONTRACTOR's principal office for the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

As of the date of this contract, the CONTRACTOR's principal office is that which is set forth on the Public Works Agreement.

f. The Director of Industrial Relations shall adopt rules consistent with the California Public Records Act (California Government Code Section 6250 et seq.) and the Information Practice Act of 1977 (California Civil Code Section 1798 et seq.) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

g. Pursuant to Labor Code Section 1777, any CONTRACTOR, or subcontractor, or agent or representative thereof, doing public work who neglects to comply with any provision of the requirements of the Payroll Records section is guilty of a misdemeanor.

Additionally, any officer, agent, or representative of the AGENCY who willfully violates any provision of this article is guilty of a misdemeanor.

h. In the event that the CONTRACTOR does not comply with the Payroll Record requirements stated above, the CONTRACTOR shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in which respects the CONTRACTOR must comply with the Payroll Requirements. Should noncompliance still be evident after the twenty (20) day period, the CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

E1.4 Travel and Subsistence Pay

a. The CONTRACTOR shall be responsible for compliance with the requirements of Labor Code Section 1773.8.

b. Pursuant to Labor Code Section 1773.8, each CONTRACTOR and any subcontractor under him, shall pay all workers employed on this project such travel and subsistence payments as are defined in the applicable collective bargaining agreements executed by the representative of any craft, classification or type of worker needed to perform this Contract.

c. The CONTRACTOR shall be responsible for contacting the Department of Industrial Relations in order to obtain copies of all applicable collective bargaining agreements which have been filed at least thirty (30) days prior to the call for bids on this project.

E1.5 Apprentices

a. Pursuant to Labor Code Section 1777.5, the CONTRACTOR shall be responsible for compliance with all requirements in this "Apprentices" section.

b. Nothing in this section shall prevent the employment of properly registered apprentices upon public works.

c. Every such apprentice shall be paid the standard wage to apprentices under the regulations of the craft or trade at which he or she is employed only at the work of the craft or trade to which he or she is registered.

d. Only apprentices, as defined in Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 of the Labor Code are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training.

e. When the CONTRACTOR or any subcontractor under him or her, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the CONTRACTOR and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area of industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject CONTRACTOR or subcontractor, shall arrange for the

dispatch of apprentices to the CONTRACTOR or subcontractor in order to comply with this section. Every CONTRACTOR and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. CONTRACTORs or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentices work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the Land Surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

f. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the Land Surveyor classification. The CONTRACTOR shall employ apprentices for the number of hours computed as above before the end of the contract. However, the CONTRACTOR shall endeavor, to the greatest extent possible, to employee apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

g. The CONTRACTOR or subcontractor, if he or she is covered by this section, upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the CONTRACTOR that he or she employs apprentices in such craft or trade in the state on all of his or her contracts on an annual average of one (1) hour of apprentice work for every five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1 to 5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

h. "Apprenticeable craft or trade," as used in the section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1 to 5 ratio set forth in this section when it finds that any one (1) of the following conditions is met:

(1) Unemployment for the previous three (3) month period in the area that exceeds an average of fifteen percent (15%).

(2) The number of apprentices in training in such area exceeds a ratio of 1 to 5 (1:5).

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that, training cannot be provided by a journeyman.

i. When exemptions are granted to an organization which represents contractors in a specific trade from the 1 to 5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

j. The CONTRACTOR, or any subcontractor under him or her, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contactors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The CONTRACTOR or subcontractor may add the amount of such contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

k. All decisions of the joint apprenticeship committee under this section are subject to the provisions of Labor Code Section 3081.

State Labor Code Requirements

l. Pursuant to Labor Code Section 1777.7, in the event that a CONTRACTOR willfully fails to comply with the apprenticeship requirements of Labor Code Section 1777.5, such CONTRACTOR, both individually and in the name of the business entity under which the CONTRACTOR or subcontractor is doing business, shall:

(1) Be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of noncompliance is made by the Administrator of Apprenticeship, and;

(2) Forfeit as a civil penalty in the sum of fifty dollars ($50.00) for each calendar day of noncompliance. Notwithstanding the provision of Labor Code Section 1727, upon receipt of such a determination the AGENCY shall withhold from contract progress payments then due or to become due such sum.

m. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council.

n. Any funds withheld by the AGENCY pursuant to this section shall be deposited in the AGENCY General Fund.

o. The interpretation and enforcement of Labor Code Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

E1.6 Discrimination Prohibited

Pursuant to Labor Code Sections 1735 and 1777.6, the CONTRACTOR shall not discriminate in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of such persons, except as provided in Labor Code Section 3077 and California Government Code Section 12940.

CITY OF OCEANSIDE CONTRACT DOCUMENTS

EXHIBIT 2

PROJECT:
SRTS Traffic Calming Improvements on California Street
for Lincoln MS and Palmquist ES

CIP12-00001

STATE PREVAILING WAGE RATES

GENERAL PREVAILING WAGE DETERMINATION

MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

THAT IS IN EFFECT ON THE DATE THAT THE

INVITATION FOR BIDS IS FIRST PUBLISHED

Copies of this determination are available at www.dir.ca.gov/dlsr and are on file with the AGENCY staff, and shall be made available for the review of any interested party upon request.

CITY OF OCEANSIDE CONTRACT DOCUMENTS

EXHIBIT 3: FAIR EMPLOYMENT PRACTICES PROVISIONS

PROJECT: SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001

Under the terms of the Contract Documents for the above stated project, the CONTRACTOR, and all subcontractors, suppliers, and vendors, shall comply with all AGENCY, State and Federal laws, ordinances, codes, executive orders, or regulations, including amendments, and any other requirements regarding equal employment opportunities and fair employment practices, including the following provisions.

The CONTRACTOR in executing the Bid Documents, certifies that it shall meet and fully comply with these Fair Employment Practices Provisions.

The CONTRACTOR agrees to provide written evidence of compliance with these provisions upon request by the AGENCY.

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of such person. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. CONTRACTOR certifies that affirmative action has been taken to seek out minority and women business enterprises to the maximum extent feasible. The AGENCY's Minority Business Enterprise Plan and additional information is available from the DBE Liaison Officer, Development Services Department, 300 North Coast Highway, Oceanside, CA 92054.

3. The CONTRACTOR shall post a copy of EXHIBIT 4 of the Contract Documents, the "Notice of Equal Employment Opportunities", in conspicuous places available to employees or applicants for employment.

4. The CONTRACTOR shall notify in writing each labor union or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other contract or understanding, of the content of these Fair Employment Practices Provisions.

5. The CONTRACTOR will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment and Housing Commission, AGENCY, or any other appropriate agency of the County of San Diego, or the State of California, designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices Provisions of this Contract.

6. The CONTRACTOR shall notify in writing all supervisors, foremen and other personnel officers, of the content of these Fair Employment Practices Provisions.

7. The CONTRACTOR shall notify in writing all sources of employee referrals (including unions, employment agencies, advertisements, California Employment Development) of the content of these Fair Employment Practices Provisions.

8. Personally, or through its representatives, the CONTRACTOR shall, through negotiations with the unions with whom the CONTRACTOR has agreements, attempt to develop an agreement which will:

   a) Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.

   b) Otherwise implement an affirmative anti-discrimination program in terms of the union's specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.

9. The CONTRACTOR shall notify the awarding authority of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.

10. If the CONTRACTOR or any subcontractor is in violation of these provisions, the AGENCY will serve written notice on the CONTRACTOR setting forth the nature of the violation. The CONTRACTOR shall meet promptly with the AGENCY to determine the manner and time for correcting the violations. If the CONTRACTOR fails or refuses to so correct the violation, the AGENCY will pursue all remedies which may be required under the law.

11. A finding of willful violation of any of the Fair Employment Practices Provisions of this Contract or of the California Fair Employment and Housing Act shall be regarded by the awarding authority as a basis for determining the CONTRACTOR to be not a "responsible bidder" as to future contracts for which such CONTRACTOR may submit bids.

12. The AGENCY shall deem a finding of willful violation of the California Fair Employment and Housing Act to have occurred upon receipt of written notice from the Fair Employment and Housing Commission that it has investigated and determined that the CONTRACTOR has violated the California Fair Employment and Housing Act and has issued an order under Government Code Section 12970 or obtained an injunction under Government Code Section 12973.

    a) Nothing contained in the Fair Employment Practices Provisions shall be construed in any manner or fashion so as to prevent the AGENCY as awarding authority from pursuing any other remedies that may be available at law.

    b) Nothing contained in the Fair Employment Practices Provisions shall be construed in any manner or fashion so as to require or permit the hiring of an employee not permitted by the National labor Relations Act.

13. The CONTRACTOR shall include these Fair Employment Practices Provisions in every first tier subcontract or purchase order, and shall require each subcontractor, supplier, or vendor to similarly bind each further subordinate agreement.

14. The CONTRACTOR shall take action with respect to any subcontractor, supplier, or vendor as may be directed by the AGENCY or any other governing body to ensure enforcement of these provisions.

CITY OF OCEANSIDE CONTRACT DOCUMENTS

EXHIBIT 4: NOTICE OF EQUAL EMPLOYMENT OPPORTUNITIES

PROJECT: SRTS Traffic Calming Improvements on California Street for Lincoln MS and Palmquist ES - CIP12-00001

TO: _____

You are hereby notified as a union, labor representative, or other source of employee referrals that _____, as CONTRACTOR, as under contract with, _____, as AGENCY for the performance of the above-stated project. Under the terms of said contract, and in compliance with all AGENCY, State, and Federal orders regarding equal employment opportunities and fair employment practices, the CONTRACTOR will affirmatively ensure that no employee or applicant for employment is discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation during the course of said contract. This obligation for affirmative action includes recruiting, advertising, or soliciting for employment; hiring, placing, training, upgrading, transferring, or demoting; selection for training or apprenticeship; rates of pay or other forms of compensation; and layoff or termination.

Specific requirements for affirmative action under said contract are included on the AGENCY's Fair Employment Practices Provisions and Minority Business Enterprise plan. Copies of the AGENCY's Fair Employment Practices Provisions are available at the Personnel Division's office of Administrative Services Department, 300 North Coast Highway, Oceanside, CA 92054. Copies of the Minority Business Enterprise Plan are available at the DBE Liaison Officer's Office, Development Services Department, 300 North Coast Highway, Oceanside, CA 92054. The cooperation of all sources of employee referrals is essential to the performance of obligations under said provisions. Any comments or questions regarding said provisions should be submitted promptly in writing to the CONTRACTOR.

Copies of this notice will be posted by the CONTRACTOR in conspicuous places available to employees or applicants for employment.

_____

Contractor

By: _____ Date: _____

_____

Address

_____

Telephone

CITY OF OCEANSIDE CONTRACT DOCUMENTS

EXHIBIT 5: CONSTRUCTION & DEMOLITION DEBRIS RECYCLING

The Contractor is required to recycle **ALL** construction and demolition (C&D) debris generated as a result of the project and as identified in paragraph three. This section provides the information needed to comply with this requirement.

The Contractor shall submit a San Diego Regional Construction and Demolition Debris Materials Check-Off List, **Exhibit A,** to the Engineer not less than 10 days prior to beginning any work that will generate C&D (Construction & Demolition) debris. Within 5 days of receipt of **Exhibit A** from the Engineer, the City's Solid Waste Program Manager will review **Exhibit A,** indicate whether **Exhibit A** is approved or not approved and return it to the Engineer. Until **Exhibit A** is approved, Contractor shall not arrange for any containers from a recycling or disposal facility to be delivered to the project site, nor remove any C&D debris from the project site.

Accumulating clean loads of separated concrete, asphalt, dirt, metals, wood, etc. should be evaluated as the preferred processing method since fees for recycling separated materials are generally cheaper than recycling loads of mixed C&D debris (e.g., commingled wood, roofing, metals, green waste, etc.) However, space and time constraints may not allow for optimum source separation of materials and it may be necessary to removed mixed loads of C&D debris.

At the end of the project, the Contractor is also required to submit a San Diego Regional Waste Management Plan Recycling Summary Report, **Exhibit B**, with weight tags, to the Engineer to document compliance with this requirement. The project name, number and tonnage or cubic yards shall be shown on all weight tags. **Exhibit B** must be approved by the Engineer before the Final Construction Report can be written and the retention release process can be started. The Contractor shall keep a copy of all weight tags for records. Exhibits A and B are included at the end of these Special Provisions.

Authorized Recycling Facilities for C&D Debris:

ORGANIC PROCESSING FACILITIES

Agri Service (El Corazon)
Composting Facility - **SWIS 37-AA-0907**
3210 Oceanside Blvd.
Oceanside, CA 92056,
(760) 439-9920

Enniss Enterprise Materials Division
12421 Vigilante Road,
Lakeside, CA 99040
(619) 443-9024

Evergreen Nursery – SWIS 37-AA-0946
3231 Oceanside Blvd.
Oceanside, CA 92056
(760) 754-0340

Evergreen Nursery – SWIS 37-AB0005
(and) 7150 Black Mountain Road
San Diego, CA
(619) 670-1007

Hanson Aggregates A-1 Soils – SWIS 27-AA-0949
12560 Slaughter House Canyon Road
Lakeside, CA 92163

Miramar Greenery – SWIS 37-AB-0003
5180 Convoy St
San Diego, CA 92111
(858) 573-1418

Organic Recycling West (ORW) – SWIS 37-AA-0905
1202 La Media Road
San Diego, CA 92173
(619) 661-6712

CONSTRUCTION AND DEMOLITION FACILITIES

California Commercial Asphalt
9235 Camino Santa Fe
San Diego, CA 92121
(619) 586-0611
Asphalt (and)
387 Hollister
San Diego, CA
(619) 429-3301
Asphalt

EDCO Construction/Demolition Debris Recycling - SWIS 37-AA-9953
224 S. Las Posas Road
San Marcos, CA 92069
Recycling facility that processes source-separated CDI materials. Open Mondays through Saturdays from 5:30 a.m. to 11:30 p.m.
(760) 744-2700

Construction & Demolition Debris Recycling

Emery Materials & Recycling
1021 W. Washington Ave.
Escondido, CA 92025
(760) 738-8100
Clean fill, concrete or asphalt

Enniss Enterprise Materials Division
12421 Vigilante Road,
Lakeside, CA 92040
(619) 443-9024

Escondido Sand and Gravel
500 N. Tulip
Escondido, CA 92025
(760) 432-4690
Clean concrete and asphalt

Hanson Aggregates
3701 Haymar Drive
Carlsbad, CA 92008
(760) 729-2090
Clean concrete, asphalt and fill.
9229 Harris Plant Road
San Diego, CA 92145
(858) 715-5609
12560 Highway 67
Lakeside, CA 92040
Clean concrete and asphalt

Hester's Granite Company
2094 Willow Glen Drive
El Cajon, CA 92019
(619) 593-9020
Clean concrete and asphalt

IMS Recycling
2697 Main Street
San Diego, CA 92019
(619) 231-2521
All types of metals, electronics, computers

J. Cloud, Inc.
2094 Willow Glen Drive
El Cajon, CA 92019
(619) 593-9020
Clean concrete/asphalt, mixed concrete and asphalt, mixed loads, clean dirt

L.E. Morrison Sand and Gravel
332 Elkelton Place
Spring Valley, CA 91977
(619) 479-5888
Fill dirt, sand, concrete, clean green

Moody's Construction
3210 Oceanside Blvd.
Oceanside, CA 92056
(760) 433-3316

Romero Recycling Yard
8354 Nelson Way
Escondido, CA 92026
(760) 489-8412
Concrete, asphalt, rock

Vulcan Materials Company
10051 Black Mountain Road
San Diego, CA 92126
(858) 536-9684
Clean dirt, broken concrete, asphalt, brick, block and rock

WARE, Inc. (Madison Materials) – SWIS 30-AB-0386
1035 E. Fourth Street
Santa Ana, CA
(714) 836-4694
Concrete, wood, green waste, plastics, aluminum, paper, etc.

WyRock
2847 N. Twin Oaks
San Marcos, CA 92069
(760) 727-0878
Mobile crusher of concrete and asphalt

Merit Recycling Center
32102 Highway 94
Campo, CA 91906
(619) 478-9549
Newspaper, mixed paper, cardboard, phone books, white ledger, plastic bags, CRV #1-7 plastics, PET and HDPE plastics, tin/steel cans, glass, aluminum and non-ferrous material.

Ranchita/San Felipe Recycling Center
37560-A Montezuma Valley Road
Ranchita, CA 92066
(760) 782-0608
Open: 7 days/week, 24 hours
Newspaper, cardboard, CRV #1-7 plastics, PET and HDPE plastics, glass and aluminum.

Warner Community Recycling Center
30951 Highway 79
Warner Springs, CA 92086
(760) 782-3517
Newspaper, CRV #1-7 plastics, HDPE and PET plastics, glass and aluminum.

Full compensation for the recycling implementation shall be considered as included in the various contract items requiring recycling implementation as specified in these special provisions and directed by the Engineer and no additional compensation will be allowed therefore.

Construction & Demolition Debris Recycling

Exhibit A

Submit to Development Services Department, 300 North Coast Highway, Oceanside, CA 92054

Project Name: _____

Project Number: _____

Prepared By: _____ Phone: _____

Signature: _____ Date: _____

Contractor must identify all materials expected to be generated as a result of the building or demolition project at the time of the permit application

At the conclusion of the project, the permitee must report all tons recycled and disposed by material type and file a "Construction and Demolition Debris Recycling Report" with the Development Services Department.

Check all materials expected to be generated as a result of this project.

- ☐ Mixed Materials
- ☐ Asphalt
- ☐ Brick
- ☐ Cardboard
- ☐ Concrete
- ☐ Dirt/clean fill
- ☐ Lumber
- ☐ Plastic
- ☐ Roofing Materials
- ☐ Metals
- ☐ Yard Trimmings
- ☐ Sheetrock
- ☐ Salvaged Items (e.g., fixtures, lumber)
- ☐ _____

_____

A. Inerts _____

B. Construction Debris _____

C. Demolition Debris _____

A + B + C = Estimated Total Tons _____

Construction & Demolition Debris Recycling

Exhibit B

Submit to Development Services Department, 300 North Coast Highway, Oceanside, CA 92054

Project Name: _____

Project Number: _____

Prepared By: _____ Phone: _____

Signature: _____ Date: _____

Material Type	Quantity (in tons)	Total Recycled	Total Disposed	Facility Used	Method of Transport
Mixed Materials					
Clean Loads					
Asphalt					
Brick					
Cardboard					
Concrete					
Dirt/Clean Fill					
Lumber					
Plastic					
Roofing Materials					
Metals					
Yard Trimmings					
Sheetrock					
Salvaged items (e.g., fixtures, lumber)					
Other Materials (list)					
Total Tons					

Recycling Rate _____

Please submit copies of all facility weight tickets or receipts with this report. Originals must be maintained on file for three years. If the facility does not provide weights, please use the conversion factors bellow.

Material Type	Pounds per cubic yard	Tons per cubic yard
Mixed Materials	500	0.25
Asphalt	1,380	0.69
Brick	3,024	1.512
Cardboard	100	0.05
Concrete	1,855	0.9275
Dirt/Clean Fill	2,000	1
Lumber	300	0.165
Plastic	341	0.175
Roofing Materials	418	0.209
Metals	906	0.453
Yard Trimmings	108	0.054
Sheetrock	394	0.197
Salvaged Items	Please estimate in pounds	

Log of Boring No. BH - 6

Dates Drilled: 5/11/2011 Logged by: CGJ Checked By: HS

Equipment: CME 75 / 8" HSA Driving Weight and Drop: 140 lbs / 30 in

Ground Surface Elevation (ft): ±32 Depth to Water (ft): 10

Depth (ft)	Graphic Log	SUMMARY OF SUBSURFACE CONDITIONS This log is part of the report prepared by Converse for this project and should be read together with the report. This summary applies only at the location of the boring and at the time of drilling. Subsurface conditions may differ at other locations and may change at this location with the passage of time. The data presented is a simplification of actual conditions encountered.	SAMPLES DRIVE	SAMPLES BULK	BLOWS/ 6"	MOISTURE (%)	DRY UNIT WT. (pcf)	
		SANDY SILT (ML): fine- to medium-grained sand, brown.						
			■		4/4/4	21	88	ds
5								
		- black-brown	■		3/6/6	12	109	
10		**SAND (SP):** fine- to coarse-grained, black-brown.	■		3/3/5	22	99	
15			■		8/9/11	22	101	
20			■		6/4/22	15	107	
25		**SANDY SILT (ML):** fine- to medium-grained sand, black.	☒		2/3/4			wa
30			■		4/11/20	22	98	

Converse Consultants

Approximately 14-Acre Mixed Use Development
Mission Avenue, Oceanside
San Diego County, California
For: National Core

Project No. 11-81-152-01

Drawing No. A - 7a