



CITY OF VISTA ENGINEERING DEPARTMENT
PROJECT SPECIFICATIONS FOR

*MOONLIGHT AMPHITHEATRE RESTROOM
PROJECT*

C.I.P. No. 8314

Dwg. No. GP 20-024

OCTOBER 2020

PROJECT SPECIFICATIONS
for
**MOONLIGHT AMPHITHEATRE RESTROOM
PROJECT**
(C.I.P. No. 8314)
CITY OF VISTA, CALIFORNIA

Prepared in the
OFFICE OF THE CITY ENGINEER
CITY OF VISTA, CALIFORNIA
ENGINEERING DEPARTMENT

200 Civic Center Drive
Vista, CA 92084-6275



Greg Mayer, P.E.
City Engineer

11-5-2020

Date Signed

PROJECT SPECIFICATIONS FOR
MOONLIGHT AMPHITHEATRE RESTROOM PROJECT (C.I.P. No. 8314)

TABLE OF CONTENTS

<u>BIDDING AND CONTRACTUAL DOCUMENTS</u>	<u>PAGE</u>
Notice Inviting Bids	3
Instructions to Bidders	5
Proposal Forms	
Bid Proposal	22
Bid Schedule	27
Contractor’s Licensing Statement	29
Project References	30
List of Subcontractors.....	31
Non-Collusion Declaration.....	32
Bid Security Forms.....	33
Agreement and Bonds	
Construction Contract.....	38
Faithful Performance Bond	42
Payment Bond.....	45
Contractor's Certificate.....	48
Non-Collusion Declaration for Subcontractors.....	49
 <u>SPECIAL PROVISIONS</u>	
Supplementary General Provisions.....	51
Supplementary Technical Provisions.....	117
 <u>APPENDICES</u>	
Appendix A: Building Plans	
Appendix B: Site Plan (Grading Plan)	
Appendix C: City of Vista Engineering Construction Survey Request Instructions and Form	
Appendix D: City of Vista Stormwater Management Permit Application Form & Reference Information	
Appendix E: Potential Staging and Storage Area Exhibits	
Appendix F: San Diego Regional Standard Drawings	
Appendix G: City of Vista Landscape Specifications	
Appendix H: City of Vista Irrigation Specifications	
Appendix I: Geotechnical Reports	
Appendix J: Vista Business License Application	
Appendix K: Waste Management Permit Application	

PART I
BIDDING AND CONTRACTUAL DOCUMENTS

NOTICE INVITING BIDS

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Vista for furnishing all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities and all other items and facilities necessary therefore, as provided in the Contract Documents, for the **“MOONLIGHT AMPHITHEATRE RESTROOM PROJECT (C.I.P. No. 8314)”** in strict accordance with the Project Specifications and Plans on file in the City of Vista Engineering Department.

1. DATE OF OPENING BIDS

All Bidders are required to submit their bid electronically through the City's Electronic Bidding System (ProcureNow). Hardcopy bids will not be accepted. Bidders must register by creating a free account with ProcureNow at: <https://secure.procurenow.com/signup>. Registered bidders may obtain bid materials and view submission procedures at: <https://secure.procurenow.com/portal/cityofvista>. Bidders must also download this bid solicitation to appear on the Bidder's List as a "Prospective Bidder," receive addenda, and submit a bid. Bids shall be submitted electronically no later than **2:00 PM (on the dot) on TUESDAY, DECEMBER 15, 2020**.

Immediately after the bid submission deadline, bids will be unsealed and posted at: <https://secure.procurenow.com/portal/cityofvista>. ProcureNow will determine the official time for the advertised bid opening and such determination will be final. Bid Tabulation results will be available through ProcureNow

Any bids not received in a timely manner on the Bid Opening Date, as described above, will not be considered.

2. DESCRIPTION OF WORK

The Work generally consists of: **demolition, clearing and grubbing, site grading, retaining walls, water service, sewer lateral, electrical, landscaping & irrigation, site drains, erosion control, BMP for drainage, and masonry building construction.**

3. LOCATION OF WORK

The Work to be constructed is located on: **1200 VALE TERRACE DRIVE AND ADJACENT TO THE MOONLIGHT AMPHITHEATRE.** in the City of Vista, California.

4. CONTRACT DOCUMENTS

Contract documents are available electronically on the City's ProcureNow portal at: <https://secure.procurenow.com/portal/cityofvista>.

5. CONTRACTOR'S LICENSE CLASSIFICATION

In accordance with the provisions of the California Public Contract Code Section 3300, the Agency has determined that the Contractor shall be required to possess a valid **California. Class B General Building Contractor, License(s)** at the time that the Contract is awarded, and shall maintain said license(s) in good standing at all times during performance of the Work.

6. CONSTRUCTION COST OPINION AND TIME OF COMPLETION

The Engineer's Opinion of Probable Construction Cost for this Project is **SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00)** for the base bid items. All Work shall be completed in every detail to the satisfaction of the Agency within **ONE HUNDRED TWENTY (120) Working Days** after the date of the **NOTICE TO PROCEED**.

7. PRE-BID MEETING

A Pre-Bid Meeting will be held on **TUESDAY, DECEMBER 1, 2020, AT 10:00 AM** in the parking lot at 1200 Vale Terrace Drive, Vista, CA 92084. The scope of the Project and the bidding requirements are reviewed by the Agency and comments and questions from prospective bidders are discussed. **PROSPECTIVE BIDDERS ARE ENCOURAGED BUT NOT REQUIRED TO ATTEND.**

8. PROJECT ADMINISTRATION

All project related questions and requests for clarifications, changes, exceptions, and deviations to the terms and conditions set forth in this solicitation **shall be submitted via "Q&A"** through the City's Electronic Bidding System, ProcureNow.

All questions must be submitted through the City's Electronic Bidding System by the deadline listed in the City's Electronic Bidding System, or if no deadline is listed, **at least five (5) Working Days prior to the date fixed for opening of bids.**

9. CITY CHARTER / WAGES

NOTICE IS HEREBY GIVEN that, pursuant to the Vista City Charter and the Vista Municipal Code, payment of prevailing wages and compliance with the California Labor Code Sections 1770 et seq IS required for this Project.

By ORDER of the chartered City of Vista, California

Kathy Valdez, City Clerk
City of Vista, California

INSTRUCTIONS TO BIDDERS

1. SITE REVIEW

Prospective bidders are expected to conduct a site review of the Project prior to submitting a bid.

2. LOCAL CONDITIONS AND BID QUANTITIES

Bidders shall read the Project Specifications and documents, examine the Plans, review available documents, and make their own estimates of the existing facilities and the difficulties that will attend the execution of the Work called for by the proposed Contract including federal, state, and local laws and regulations, local conditions, uncertainty of weather, traffic, soil conditions and all other contingencies.

Since incorporation in 1963 and chartering in 2007, the City of Vista has constructed numerous projects throughout the City. The projects may have led to development of files and records that may materially affect the Contract. All bidders are strongly encouraged to request copies of those records and familiarize themselves with those records.

Bidders shall satisfy themselves by personal examination of the location of the proposed Work, and by such other means as they may choose as to actual conditions and requirements, and as to the accuracy of the quantities stated in the **BID SCHEDULE**. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and scope of work to be performed, as to the quantity of materials to be furnished, and as to the requirements of these Contract Documents. Information derived from the Plans, Project Specifications, profiles or drawings, maps, other reports, or from the Engineer or his assistants, shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not warranted or guaranteed, either expressly or implied, by the Agency. 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.

The quantities of work or material stated in the unit price items of the **BID SCHEDULE** are supplied only to give an indication of the general scope of the Work. The Agency does not expressly or by implication agree that the actual amount of work or material will correspond therewith, but reserves the right to increase or decrease the amount of any unit price item of the Work by an amount up to and including twenty-five percent (25%) of any bid item(s), or to omit portions of such work as may be deemed necessary or expedient by the Engineer without a change in the unit price.

Bidders shall not, at any time after the submission of a bid, make or have any claim for damages or anticipated profits or loss of profit or otherwise because of any difference between the quantities of work actually done and material furnished and those stated in said unit price items of the **BID SCHEDULE**.

The Bidder understands that the unit prices and total bid amount 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 SCHEDULE** to sales tax, use tax, or any other tax. The Bidder shall make no reference in the **BID SCHEDULE** to any patent fees or royalties on any patented article or process which may be furnished or used or to any premium for insurance or surety bonds in the Bid. All amounts bid shall be deemed and held to include any such taxes, fees, royalties or premiums which may be applicable.

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 in the Work of any invention, design, process, project, or device which is the subject of patent rights or copyrights held by others.

The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received by the Agency, whether or not yet effective. The total bid amount shall be deemed to include such taxes and the Contractor shall not be entitled to separate compensation for such taxes.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

This Project is not a Federally funded project.

The Agency hereby notifies all bidders that it will affirmatively ensure that in any Contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation. Components of the Agency's Disadvantaged Business Enterprise (DBE) Program can be found in the Appendices (see list of Appendices in Table of Contents on Page 2). The Agency may require of the low bidder and sub-contractors any DBE certification within four (4) Working Days after bid opening.

4. INTERPRETATION OF PLANS AND PROJECT SPECIFICATIONS

If any person contemplating the submittal of a bid for the proposed Contract is in doubt as to the meaning of any requirement of the Plans or Project Specifications, or he finds any discrepancies in or omissions from the Plans or Project Specifications, they shall submit a written request for an interpretation or correction thereof via "Q&A" through the City's Electronic Bidding System, ProcureNow.

The written request must be received by the deadline listed in the City's Electronic Bidding System, or if no deadline is listed, at least five (5) Working Days prior to the date fixed for opening of bids. The person making the request will be responsible for its prompt delivery.

Interpretations or corrections will be made only by **ADDENDA** to the Project Specifications or by dated revisions of the drawings. Addenda will be sent to registered bidders that have downloaded this solicitation through the City's Electronic Bidding System.

All addenda so issued shall become part of the Contract Documents. Acknowledgement of receipt of any and all addenda is required in the **BID SCHEDULE**. Failure of any bidder to receive any addenda shall not relieve such bidder from any obligations imposed by such addenda. The effect of all addenda to the Contract Documents shall be considered in the bid and said addenda

shall be acknowledged on the Bid Proposal. Before submitting a bid, each bidder shall inform himself as to whether or not any addenda have been issued. Failure to determine the existence of any addenda, to obtain and review such addenda, or to include in the bid any obligations imposed by such addenda issued may render the bid irregular and may result in its rejection.

5. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall make, file or be interested in more than one (1) bid for the same work unless alternative bids are specifically requested. A person, firm or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices of materials to a bidder, is not disqualified from submitting a sub-proposal or quoting prices to other bidders.

6. FORM OF BID AND SIGNATURE

The bids shall be made on the Bid forms provided through the City's Electronic Bidding System. These documents shall constitute the bid. The bid shall be submitted electronically for this solicitation on the City's ProcureNow portal at:
<https://secure.procurenow.com/portal/cityofvista>.

The Bid for the Work is intended to establish a total cost for the Work in its entirety. The Bidder shall state in the Bid the unit prices or Lump Sums for which he proposes to supply the labor, materials, supplies and equipment necessary to complete the Work required by the Contract Documents. Certain permit requirements, General Provisions, Supplementary General Provisions, and other work required by the Plans and/or the Specifications may not be listed in the Bid Schedule and are, in general, applicable to more than one listed Bid Item. Other required work may not be listed as a separate item in the Bid Schedule, but is necessary to complete the Work described in the Plans and/or the Project Specifications. The Bidder shall include the cost of all work not listed as a separate item in the Bid Schedule in the various related items of work listed in the Bid Schedule, so that the Bid for the Project reflects the total cost for completing the Work in its entirety.

If the proposal is made by an individual, it shall be signed and his full name and address shall be given; if it is made by a firm, it shall be signed with the partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

7. PREPARATION OF THE BID / REJECTION OF THE BID

The Bid shall be prepared such that it is complete and responsive to all requirements of the Contract Documents. The completed Bid shall consist of the following forms:

- a) Bid Proposal
- b) Bid Schedule
- c) Contractor's Licensing Statement
- d) Project References

- e) Contractor's List of Subcontractors
- f) Non-Collusion Declaration
- g) Bid Security Form (with bid bond, cash, certified check or cashier's check included)

Registered bidders may obtain the Contract Documents through the City's Electronic Bidding System.

Blank spaces in the Bid shall be properly filled in (using figures in the Bid Schedule). The Bid shall contain an acknowledgment of receipt of all addenda.

The phraseology of the Bid must not be changed, and no addition shall be made to the items mentioned therein. Alternative bids shall not be considered unless specifically requested and authorized by the Agency.

The Bid shall be signed in accordance with the "Instructions for Signing Bids, Bonds, and Contracts", included in the Contract Documents, and as required by the City's Electronic Bidding System.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. Unit prices shall not exceed two (2) decimal places.

All extensions of the unit prices bid and sums will be subject to verification by the Agency. If the unit prices entered by the Bidder exceed two (2) decimal places, the Agency will only use the first two (2) digits after the decimal points without rounding up or down.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- b) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the Agency's Final Estimate of cost.

Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the item total shall prevail.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

A Bid shall be considered irregular if certain situations occur, including, but not limited to, the following:

- a) The Bid contains blank spaces that are not properly filled in.
- b) The Bid contains unauthorized provisions, conditions, limitations, or alternatives.
- c) The Bid is either not typewritten or not printed in ink.
- d) The Bid contains interlineations, alterations, erasures, clerical errors or is otherwise illegible or unclear, or not properly initialed.
- e) The Bid is not properly signed in accordance with the instructions.
- f) The Bid contains unit prices and/or item totals that are unreadable or otherwise unclear, or are omitted.
- g) The Bid contains a significant “material” difference between the bid total written in figures, the bid total written in words, and/or the sum of the item totals after any math errors are corrected.

Bidder’s failure to submit the Bid on time through the City’s Electronic Bidding System, submit a complete Bid using all of the required Bid forms provided in the Contract documents or addenda, include a price for any Bid item that requires the Bidder to submit a price, acknowledge all addenda, or submit the appropriate Bid Security shall render the Bid non-responsive and shall be cause for its rejection.

In accordance with the provisions of Section 1771.1(b) of the California Labor Code – the Agency will not accept bid or enter into a Contract without proof of the contractor’s current registration with the California Department of Industrial Relations pursuant to Section 1725.5.

The Agency, in its sole discretion, reserves the right to reject any or all bids, and to waive any informalities or minor irregularities in the Bids, unless waiving such irregularity would give a competitive advantage to a Bidder.

8. ALTERNATIVE SCHEDULES

Bidders are directed to review the **BID SCHEDULE** and the appendices for details regarding the alternate bid items, if included.

The Agency will evaluate the bids based on the total amount of the Base Bid Items, and will not include the Alternate Bid Item(s) in determining the lowest responsible bidder. The Agency reserves the right to award the Contract on the Base Bid Items, and with or without any or all of the Alternate Bid Item(s). The Agency reserves the right to adjust the quantity of the Alternate Bid Item(s) after the award of contract.

9. LIST OF SUBCONTRACTORS FILED WITH BID

In accordance with the provisions of Sections 4100 through 4113, inclusive, of the Public Contract Code of the State of California (“Subletting and Subcontracting Fair Practices Act”), each bidder shall submit with his bid the name, location of place of business, and Contractor’s License Number of each proposed subcontractor who will perform work or labor or render service

to the principal Contractor in an amount in excess of one-half of one percent (0.5%) of the principal Contractor's bid, or in the case of the construction of streets or highways, in excess of one-half of one percent (0.5%) or ten thousand dollars (\$10,000), whichever is greater, and shall state the portion and dollar value of the Work which will be done by each such subcontractor in the List of Subcontractors form. If no subcontractor is listed for a portion of the Work, then the Contractor is required to perform that portion with his own forces.

An inadvertent error in listing the subcontractor's license number shall not be grounds for filing a bid protest, or grounds for considering the bid nonresponsive, if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening, provided that the corrected license number corresponds to the submitted name and location of the subcontractor.

Pursuant to Section 1725.5 of the Labor Code of the State of California, no contractor may be awarded a public works contract and no subcontractor of any tier may work on a public works project without proof of registration with the Department of Industrial Relations. To comply with these regulations, each bidder being considered for award of the Contract shall submit to the Agency the names and PWC Registration Number of each proposed subcontractor of any tier who will perform work or labor or render service to the principal Contractor in any amount within 7 days after the bid opening date. The inadvertent listing on the bid documents of a subcontractor that is not registered with the California Department of Industrial Relations will not necessarily invalidate the bid. An unregistered subcontractor can be replaced with one who is registered.

10. NON-COLLUSION DECLARATIONS

The bidder is required to execute a Non-Collusion Declaration in the form attached hereto, and submit the form with the bid. The Agency reserves the right to require, before awarding the contract, that the principal Contractor secure from each proposed subcontractor a Non-Collusion Declaration in the form also attached hereto, and submit all forms to the Agency.

If at any time it shall be found that the person, firm or corporation to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract so awarded shall be null and void, and the Contractor and the Contractor's sureties shall be liable to the Agency for all loss or damage which the Agency may suffer thereby, and the Agency may advertise anew for bids for such work.

11. BID SECURITY / RETURN OF BID SECURITIES

Each bidder shall submit with his bid an unconditional certified or cashier's check drawn on a solvent state or national bank, or a bidder's bond with a responsible corporate surety, on the form attached hereto, subject to the provisions for "Bonds" herein. Unless otherwise stated in the Contract Documents, said bid security or bidder's bond shall be in a sum at least ten percent (10%) of the total base bid amount, and shall be made payable to the Agency as a guaranty that the bidder will, if an award is made, in accordance with the terms of his bid, promptly execute a Contract in the required form, secure payment of Workmen's Compensation, and furnish

satisfactory Performance Bond, Payment Bond, and certificates of insurance, and endorsements within ten (10) Working Days following the posting of the Notice of Intent to Award a contract.

Notice of instructions to Principal and Surety regarding completion of Bidder's Bond:

- 1) Principal's signature with title must be properly notarized (i.e., proprietorship, partnership, corporation, joint venture). If corporation, affix seal;
- 2) Signature of Attorney-in-Fact for Surety must be properly notarized;
- 3) Attach certified copy of Power of Attorney for Surety's Attorney-in-Fact; and
- 4) If bond is executed in excess of surety company's treasury limit, evidence of how bond was reinsured must be attached over signature of Attorney-in-Fact.

Bidders must scan and upload a copy of their bid security or bidder's bond with their electronic bid submittal in ProcureNow. Bidders must also mail their bid security or original bidder's bond with a postmarked date no later than the Bid Date, to the following address:

ATTN: Conrad "Skip" Hammann, Consultant Project Manager
City of Vista Engineering Department
200 Civic Center Drive
Vista, CA 92084

The Bidder's name and the name of the Project shall be clearly listed on the outside of the envelope. To be eligible for a contract award, the Bidder's bid security or original bidder's bond must be received by the Agency within ten (10) working days of the posting of the Notice of Intent to Award a contract.

If a bidder to whom an award is made fails or refuses to execute the Contract, secure the payment of Worker's Compensation and furnish the required bonds and proof of insurance, all within the time stated in the provisions for "Execution of Contract / FAILURE TO EXECUTE CONTRACT" herein, the money represented by said check or bidder's bond shall become and remain the property of the Agency, the amount thereof being agreed to by the bidder as liquidated damages due the Agency on account of the delay in the execution of the Performance Bond, Payment Bond, and proof of insurance coverage, and in the performance of work thereunder, resulting from such failure or refusal.

The Agency reserves the right to retain the bid security of the three (3) apparent lowest responsible Bidders until the Contract Documents have been formally executed by the successful Bidder and the Agency, and the successful Bidder has filed with the Agency the Faithful Performance Bond, the Contractor's Payment Bond, and the insurance policies or certificates required by the Bid Documents, after which such bid securities will be returned to the respective Bidders whose bids they have accompanied.

12. PROJECT REFERENCES

All bidders shall provide evidence satisfactory to the Agency that the bidder has prior experience to properly perform in accordance with the terms of these Plans and Specifications by completing and submitting the PROJECT REFERENCES spreadsheet with his bid. The PROJECT REFERENCES list shall include projects successfully performed by the Bidder of comparable magnitude that

he or his associates are personally competent to manage the proposed undertaking, and to carry it forward to a successful conclusion.

13. LICENSE REQUIREMENTS

All prospective contractors submitting a bid shall have the appropriate license as required by these specifications. Failure to possess the specified license at the time of award shall render the bid as non-responsive and shall act as an absolute bar to award the Contract to any bidder not possessing said license at the time of award. Any Contract awarded to a contractor who was not properly licensed at the time of award or at any time during the Contract period shall be void pursuant to Section 7028.15 of the Business and Professions Code. The Agency shall verify that a contractor is properly licensed prior to the award of the Contract as part of determining the lowest responsible and responsive bidder.

14. CONTRACTOR'S REQUIRED SHARE OF CONTRACT WORK

In accordance with Subsection **2-3.2, Self Performance** of the Standard Specifications for Public Works Construction, the Contractor shall perform, with its own personnel from within its organization, Contract work amounting to at least **fifty percent (50%)** 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 of work required to be performed by the Contractor with its own personnel [i.e. the percentage of work which will not be performed by a Bidder's own forces will be determined by (1) adding the dollar value of all contracts shown on the list of subcontractors (excluding the dollar amount of any specialty items), then (2) dividing such total by the Bidder's Total Bid Amount (excluding the dollar amount of specialty bid items)].

Specialty Items shall be as listed in Subsection **2-3.2 ("Self Performance.")** of the latest edition of the San Diego Regional Supplement of the Standard Specifications for Public Works Construction ("Greenbook") and as identified with an "S" in the Bid Item Number column of the BID SCHEDULE.

15. ANNUAL PUBLIC WORKS BIDDER REGISTRATION (SB 854)

In accordance with the provisions of California Senate Bill 854, passed by the California State Senate on June 20, 2014, all contractors and subcontractors bidding and performing work on Public Works Projects must register on an annual basis with the California Department of Industrial Relations (DIR) and furnish electronic payroll records to the Labor Commissioner's Office.

In accordance with the provisions of Section 1771.1(a) of the California Labor Code, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any Contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by

Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the Contract is awarded. Prime contractors and their subcontractors must possess and maintain such registration with DIR in order to be awarded contracts and to perform work.

The Agency will verify that the contractors or subcontractors that bid on, or are listed in the bid proposal of, this Contract are currently registered and qualified to perform public work pursuant to Section 1725.5 in the State of California through the following URL website link at:

<https://efiling.dir.ca.gov/PWCR/Search.action>

In accordance with the provisions of Section 1771.1(a) of the California Labor Code – the Agency will not accept a bid or enter into a Contract without proof of the contractor’s current registration to perform public works pursuant to Section 1725.5.

In accordance with the provisions of Section 1773.3 of the California Labor Code, the Agency will provide notice to the Department of Industrial Relations of any public works Contract **within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work**, using the online PWC-100 “Extract of Public Works Contract Award” form, which can be found at:

<https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>

The online PWC-100 form is also transmitted to the Department of Apprenticeship Standards (DAS) to inform them of the award of a contract.

16. MODIFICATION AND WITHDRAWAL OF THE BID

Any Bidder may modify his prior to the scheduled closing time for receipt of bids by submitting an amended bid through the City’s Electronic Bidding System.

A bidder may withdraw his bid before the hour fixed for opening bids, without prejudice to himself, by cancelling their bid submission through the City’s Electronic Bidding System. No proposal may be withdrawn after the hour fixed for opening bids without rendering the accompanying certified or cashier's check or bidder's bond subject to forfeiture as liquidated damages in like manner as in the case of failure to execute the Contract after award, as hereinafter provided.

After the bids have been publicly opened, they shall not be withdrawn by the Bidders for a period of at least ninety (90) calendar days subject to the execution stated in the paragraph below. The ninety (90) calendar day review period may be extended by the Agency 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 established to the satisfaction of the Agency 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:

- 1) an error in judgment;
 - 2) an error in inspecting the site of the Work, or;
 - 3) an error in reading the Plans and Contract Documents.
- 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) Working Days** excluding Saturdays, Sundays, and State holidays, after the opening of the bids, in which said notice specifies in detail the nature of the error and how the error was made per Public Contract Code 5103(b).

17. (INTENTIONALLY LEFT BLANK)

18. PUBLIC OPENING OF BIDS

No bid received after the time named or at any place other than the place stated in the Notice Inviting Bids shall be considered. After the bid submission deadline, bids will be unsealed and a bid tabulation will be posted at: <https://secure.procurenw.com/portal/cityofvista>. ProcureNow will determine the official time for the advertised bid opening and such determination will be final.

After the bids are publicly opened, the Agency shall review all bids for responsiveness, compare the bids to the Engineer's Opinion of Probable Cost and investigate the responsibility and qualifications of all Bidders to whom the award is contemplated, for a period not to exceed **ninety (90) calendar days** after the Bids have been opened. Based on the findings from the review of the Bids, the Agency will provide a Notice of Intent to Award a contract to all bidders.

Following the posting of the Notice of Intent to Award a contract, anyone interested in inspecting bid documents in person or receiving electronic copies shall make a request to the City Engineer following the posting of the Notice of Intent to Award a contract. Bid documents will be sent electronically, and appointments for inspection of the bid documents will be scheduled to occur, within **five (5) Working Days** after the request is received by the Agency.

19. DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of Bidder and the rejection of the Bidder's bid or bids:

- a) Submittal of more than one (1) bid for the same work from an individual firm, partnership, or corporation under the same or different names.
- b) Evidence of collusion among Bidders.
- c) Modification of **BID SCHEDULE**.
- d) Submittal of an incomplete or invalid bid, and / or failure to include all required information, which precludes full analysis and review of said Bid and / or which precludes meaningful comparison of the Bid with other bids received by the Agency.

20. BID PROTESTS

Any bidder who submits a valid bid shall have the right to file a bid protest with the Agency before 5:00 p.m. on the **fifth Working Day** following the posting date of the Notice of Intent to Award a contract. However, bidder shall receive an extension to this deadline if the Agency has not fulfilled bidder's request for electronic copies of the bid documents or for an opportunity to inspect the bid documents at least **two (2) Working Days** prior to the deadline. In such cases, bidder may submit a bid protest before 5:00 p.m. on the **fifth Working Day** following the date on which bidder receives, or is provided an opportunity to inspect, the bid documents. Bid protests must be submitted in writing to the City Engineer of the City of Vista, City of Vista Civic Center, Engineering Department, 200 Civic Center Drive, Vista, California 92084-6275. The time limits and requirements set forth in this section are mandatory, and are the bidder's sole and exclusive remedy in the event of a bid protest, and failure to comply with these requirements shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings. If a protest is received from anyone other than a bidder, or after the specified time period, the protest shall be invalid. The protest shall conform to the following requirements:

- a) The initial protest document shall contain a complete statement of the basis for the protest.
- b) The protest shall refer to the specific portion, or portions, of the document that form the basis for the protest.
- c) The protest shall contain the name, address, and telephone number of the person representing the protesting party.
- d) The party filing the protest shall concurrently transmit a copy of the initial protest document, and any attached documentation, to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- e) The Agency shall issue a decision on the protest.

21. AWARD OF CONTRACT

No bidder may withdraw its bid for a period of **ninety (90) calendar days**.

The Contract shall be awarded within **ninety (90) calendar days** after the opening of bids, if it is in the interest of the Agency to do so. The Agency reserves the right to waive any informality or minor irregularities in any bid, to reject any or all bids, to reject one part of a bid and accept the other, except, to the extent that bids are qualified by specific limitations, to take bids under advisement for a period of ninety (90) calendar days after the date the bids are publicly opened, and to make award to the lowest responsible bidder as the interest of the Agency may require.

All terms and conditions contained in the Contract Documents shall become a part of the contract.

22. LOCAL BUSINESS ENTITY PREFERENCE

A Local Business Entity, as defined below, may be entitled to a preference as provided for in Section 3.08.040 of the Vista Municipal Code. If the lowest bid is submitted by someone other than a Local Business Entity, the Local Business Entity who submitted the lowest bid that is

within five percent (5%) of the lowest bid shall be given the opportunity to become the lowest bidder by reducing its bid to match the bid of the lowest bidder. In order to be deemed the lowest bidder, the Local Business Entity must agree in writing to reduce its bid to match the bid of the lowest bidder within three (3) Working Days of the City's request to match. Thereafter, the Contract may be awarded to that Local Business Entity if it otherwise qualifies as the Lowest Responsible Bidder.

A "Local Business entity" is:

- 1) a) A business entity providing services when the entity's principal place of business is located within the City as identified on a City business license or other official documents; or
b) a vendor making a sale of goods provided that such business or entity possesses a valid and current seller's permit or equivalent issued by the State Board of Equalization or its successor which identifies the City of Vista as the points of sale for all of its taxable retail sales within the City's jurisdiction; and
- 2) Holds a City of Vista business license that has been in effect for at least six (6) months prior to the issuance of a request for bids/proposals for which the company wishes to bid; and
- 3) Employs at least two (2) full-time, or four (4) part-time employees of the company whose primary residence is located within the City of Vista; or, if the company has no employees, then is at least fifty percent (50%) owned by one or more persons whose primary residences are located within the City of Vista.

23. **VETERAN-OWNED BUSINESS ENTITY**

A Veteran-Owned Business Entity, as defined below, may be entitled to a preference as provided for in section 3.08.020 of the Vista Municipal Code. Should the bidder who submits the lowest bid not be a Veteran-Owned Business Entity, then the lowest bid submitted by a Veteran-Owned Business Entity which is within two percent (2%) of the lowest bid may be deemed the Lowest Monetary Bidder, whether or not that bidder is the second lowest bidder, if the Veteran-Owned Business Entity agrees, in writing, to reduce its bid to match the bid of the lowest bidder within three days of the City's request to match. Thereafter, the Contract may be awarded to the Veteran-Owned Business Entity if it otherwise qualifies as the Lowest Responsible Bidder.

A "Veteran-Owned Business Entity" is:

- 1) Is a business entity which at least fifty one percent (51%) owned by one or more veterans; and
- 2) Holds a business license for at least 6 months prior to the issuance of the request for bids/proposals in
 - (a) the City of Vista; or
 - (b) one of the other Innovate 78 Corridor Economic Development Initiative cities of Carlsbad, Escondido, Oceanside, or San Marcos, provided that the city issuing the business license has enacted a substantially similar veterans business preference program as determined by the City Manager; and
- 3) (a) Is a Service-Disabled Veteran-Owned Small Business (SDVOSB) or Veteran-Owned Small Business (VOSB) registered with the Office of Small & Disadvantaged Business Utilization's Vets First Verification Program, a division of the U.S. Department of Veteran

Affairs, or (b) is a disabled Veteran Business Enterprise (DVBE) certified and registered with the Office of Small Business and DVBE Service, a division of the California Department of General Services.

24. EXECUTION OF CONTRACT / FAILURE TO EXECUTE CONTRACT

A bidder whose proposal is being recommended for acceptance shall execute a written Contract with the Agency, in the form of the **CONSTRUCTION CONTRACT** attached hereto, prior to contract award and within the time requested by the Agency. Thereafter, a bidder to whom an award is made shall secure the payment of Workmen's Compensation, and furnish good and approved bonds and insurance certificates, all as required in the following paragraph and all in accordance with the provisions hereof, within **ten (10) Working Days** from the date of the posting of the Notice of Intent to Award a contract, by the Agency to the bidder, according to the address given by him in his proposal.

If a bidder to whom award is made fails or refuses execute the Contract prior to bid award, or to thereafter conform to any of the stipulated requirements in connection therewith, the money represented by his check or bidder's bond shall become the property of the Agency, as provided in the provisions for "Bid Security" herein, any award made will be annulled, and, at the discretion of the Agency, an award may be made to the bidder whose proposal is next most acceptable to the Agency, and such bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made. A corporation whose proposal is being recommended for acceptance may be required, before the Contract is executed, to furnish evidence of its corporate existence, of its right to do business in California, and of the authority of the officer signing the Contract and bonds for the corporation.

25. BONDS

Except as otherwise provided in the Contract Documents, a bidder to whom the Contract is awarded shall, within the time stated in the provisions for "EXECUTION OF CONTRACT / FAILURE TO EXECUTE CONTRACT" herein, furnish a bond with an admitted corporate surety, or corporate sureties conditioned upon the faithful performance of the said bidder of all covenants and stipulations in the Contract. Said bond, hereinafter referred to as the Faithful Performance Bond, shall be in the form approved by the Agency and in the penal sum of at least one hundred percent (100%) of the total base bid amount payable under the Contract secured by two (2) or more sufficient sureties or by a surety company.

Within the time mentioned in the preceding paragraph, the bidder to whom the Contract is awarded shall also furnish a Payment Bond, approved by the Agency, in accordance with the provisions of Civil Code Section 3225-3228, inclusive, and Sections 3247-3252, inclusive. Unless otherwise specified in the Contract Documents, said Payment Bond shall be in a sum not less than one hundred percent (100%) of the total amount payable by the terms of this Contract, but not less than the sum prescribed by Section 3248 of the Civil Code, in any case.

Each bond shall incorporate, by reference, the Contract, and be signed by both the Contractor and the Surety.

Sureties must:

1) be listed in the latest version of U.S. Department of Treasury Circular 570 at:

https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

2) be authorized to issue bonds in California;

3) have bonding limitation shown in said Circular 570 sufficient to provide bonds in the amount required for the contract.

The Agency will verify that the corporate surety or sureties that furnish bonds for this Contract are admitted sureties authorized to provide such services in the State of California through the following URL website link at:

<http://www.insurance.ca.gov>

The surety or sureties on all bonds furnished must be satisfactory to the Agency. All insurance or surety companies providing insurance or surety bond(s) under the Contract shall be admitted in the State of California to transact the insurance business in the class of the type provided and shall have a general policy holder's rating of "A" or higher and a Financial Class V (\$10,000,000) or better as established in the most current A. M. Best's Key Rating Guide or equivalent or greater rating established by another recognized rating entity such as Moody's; provided however, that for the workers' compensation and employers' liability insurance business and having a general policy holders' rating of "A" or higher and a Financial Class VI or higher in the most current A.M. Best's Key Rating Guide. The party required to furnish bonds pursuant to these instructions shall furnish such bonds at his cost and expense. The Agency reserves the right to reject any bond if, in the opinion of the Engineer, the surety's acknowledgment is not in the form included in the Contract Documents or in another form substantially as prescribed by law.

Surety companies and insurance companies shall familiarize themselves with all of the conditions and provisions of the contract, and they waive the right of special notification of any change or modification of the Contract or of decreased or increased work or of the cancellation of the contract, or of any other acts by the Agency or its authorized agents, under the terms of the contract. Notwithstanding the provisions of any other contract or agreement, the failure of any surety company or insurance company to receive notification of any of the aforesaid changes shall in no way relieve the surety company or insurance company of its obligations under the contract. Notwithstanding any other provisions of the Contract Documents inconsistent with the provisions of this section, the Contractor shall not be responsible for the cost of repairing or restoring damage to the Work in excess of five percent (5%) of the Contract price caused by an act or acts of God, as defined in Public Contract Code Section 7105, occurring after the Contract for the Work is entered into.

To be approved, the Payment Bond must be in the form provided in these Project Specifications.

Unless a Contractor's Payment Bond is filed and approved as herein provided, no claim in favor of the Contractor arising under the Contract shall be audited, allowed or paid by the Agency. Any persons named in Section 3181 of the California Civil Code shall receive payment of their respective claims in the manner provided by Chapter 4, Part 4, Division 3, Title 15 of the

California civil Code upon having complied with the conditions of Section 3183 of the California Civil Code.

26. NOTIFICATION OF SURETY COMPANIES

The surety companies and other signers of any of the above mentioned bonds and insurance companies, shall familiarize themselves with all of the conditions and provisions of the contract, and they waive the right of special notification of any change or modification of the Contract or of extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by the Agency or its authorized agents, under the terms of the Contract; and failure to so notify the aforesaid surety companies or insurance companies of changes shall in no way relieve the surety companies of their obligation under the Contract.

27. LIABILITY INSURANCE

Before the Contract is executed on behalf of the Agency, a bidder to whom the Contract has been awarded shall furnish to the Agency a policy or certificate of protective liability insurance in which the Agency shall be named as an additional insured with the bidder. The policy shall insure the Agency, its officers and its employees, the bidder, his employees, and his subcontractors and their employees, and their heirs, agents, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the Work to be performed, and shall remain in full force and effect until the Work is accepted by the Agency. The policy shall provide for the limits stated with any insurance policy carried by the Agency. The public liability insurance shall be in the amounts set forth in of the Supplementary General Provisions. The insurance company shall meet the financial strength rating requirements set forth in the General Provisions.

28. INSURANCE CODE REQUIREMENTS

Attention is called to the provisions of the Insurance Code of the State of California with reference to the writing of insurance policies and bonds covering risks located in this state, and the premiums and commissions thereon. A bidder to whom the Contract is awarded shall furnish, at the time his bond or bonds are submitted for approval, satisfactory evidence that the requirements of said code have been observed.

29. ASSIGNMENT

In accordance with Section 4552 of the Government Code, the bidder shall conform to the following requirements. In submitting a bid to the Agency, the 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. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, services or materials by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

30. WAGE RATES

Pursuant to the Vista City Charter and the Vista Municipal Code, payment of prevailing wages and compliance with the California Labor Code Sections 1770 et seq IS required for this Project.

In accordance with the requirements of Section 1726 of the Labor Code, the Agency will ensure that public works contractors pay prevailing wages and are in compliance with public works laws and will report any suspected violations to the Labor Commissioner:

In accordance with the requirements of Section 1727 (a) of the Labor Code, the Agency will withhold and retain all amounts required to satisfy any Civil Wage and Penalty Assessment.

Information on the current prevailing wages can be obtained by contacting the State of California, Department of Industrial Relations, Division of Labor Statistics and Research, 45 Fremont Street, Suite 1160, San Francisco, California, 94105, (415) 703-4774 or from the California Department of Industrial Relations' internet website at <http://www.dir.ca.gov>.

31. SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

The Contractor may elect to receive one hundred percent (100%) of payments due under the Contract Documents from time to time, without retention from any portion of the payment by the Agency, if the Contractor deposits securities of equivalent value with the Agency in accordance with the provisions of Section 22300 of the California Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the Agency, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section and 16430 of the California Government Code.

INSTRUCTIONS FOR SIGNING BIDS, BONDS AND CONTRACTS

CORPORATIONS

Give name of corporation.

Proof of authorization shall be established (pursuant to Corporation Code Section 313) when the corporate officers listed below both sign the documents:

Signatures: Chairman of Board or President or Vice-President **AND** Secretary or Assistant Secretary or Chief Financial Officer or Assistant Treasurer.

Affix corporate seal and Notary's acknowledgment.

Others may sign to bind the corporation if the Agency has been furnished a certified copy of a resolution of the corporate board of directors authorizing them to do so.

PARTNERSHIPS

Signatures: All members of partnership. One may sign if the Agency has a copy of authorization [i.e., a 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].

Affix Notary's acknowledgment.

JOINT VENTURES

Give the names of the joint ventures.

Signatures: All joint ventures. One may sign if the Agency has a copy of authorization.

Affix Notary's acknowledgment.

INDIVIDUALS

Signature: The individual.

Affix Notary's acknowledgment.

FICTITIOUS NAMES

Show fictitious names.

Satisfy all pertinent requirements shown above (note: If the Bidder is a sole proprietorship, either a Fictitious Business Name Statement or a City of Vista business license is sufficient to establish the authority of an individual to bind the sole proprietorship).

BONDS

In addition to all pertinent requirements above, give signature of Attorney-in-Fact and apply surety's seal.

BID PROPOSAL

From: _____, Bidder,

For: The construction of

REAL PROPERTY IMPROVEMENTS

as specifically set forth in documents entitled

MOONLIGHT AMPHITHEATRE RESTROOM PROJECT (C.I.P. No. 8314)

The undersigned hereby proposes and agrees that if his bid as submitted in the attached **BID SCHEDULE** be accepted, he will contract in the form so approved to perform all work for which a Contract may be awarded him, to furnish any and all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities and all other items and facilities necessary therefore as provided in the Contract Documents, and to do everything required therein for the proposed Project as specifically set forth in said Contract Documents, together with appurtenances thereto, all as set forth on the Drawings and in the Project Specifications and other Contract Documents; and he further proposes and agrees to complete all the Work called for by the Drawings, Project Specifications, and other Contract Documents in strict conformity therewith within the time limits set forth therein; and that he will accept as full payment therefore the prices set forth in the **BID SCHEDULE** forming a part hereof.

The undersigned hereby submits either a **Bid Bond** or **Bid Security** in the form of **Cash, a Cashier's Check, or a Certified Check**, using the forms included in these Bid Documents, properly made payable to **CITY OF VISTA**, hereinafter designated as the Agency, **in an amount that is at least ten percent (10%) of the total base bid amount. The Bid Bond or Bid Security** is attached hereto and is given as a guaranty that the undersigned will execute the Contract and furnish the required bonds if awarded the Contract and, in case of failure to do so within the time provided, the proceeds of said bond or bid security shall be forfeited to the Agency. The Surety's liability to the Agency for forfeiture of the face amount of the bond shall be considered as established.

It is understood and agreed that:

1. The undersigned has carefully examined all Bid documents and other Documents which will form the Contract, including all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any said documents.
2. The undersigned has, by investigating the site of work, by reviewing and analyzing the Plans and Specifications, and by otherwise familiarizing himself with the Project, has satisfied himself as to the nature and location of the Work and has fully informed himself as to all conditions and matters which can in any way affect the Work or the cost thereof.
3. The undersigned fully understands the scope of the Work and has included in the various related items of Work the cost of all work not listed as a separate item so that the Bid for the Project reflects the total cost for completing the Work in its entirety, has checked carefully all words and figures inserted in this Bid, and he further agrees that the Agency shall in no way be responsible for any errors or omissions in the preparation of this proposal.
4. The undersigned will execute the Contract and furnish the required Performance Bond, Payment Bond, and proof of insurance coverage within the stipulated time after the posting of a notice to him of acceptance of his bid by the Agency; and further, that this bid may not be withdrawn for a period of **ninety (90) calendar days** after the date set for the opening thereof unless otherwise required by law. If any bidder shall withdraw his bid within said period, the bidder shall be liable under the provisions of the Bid Security, or the bidder and his surety shall be liable under the Bid Bond, as the case may be.
5. The surety or sureties and insurance companies named in the space provided have agreed to furnish bonds, insurance, and endorsements in the form and amounts set forth in the Contract Documents in the event the Contract is awarded on the basis of this proposal.
6. The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.
7. In conformance with current statutory requirements of Section 1860, et. seq., of the Labor Code of the State of California, the undersigned confirms the following as his certification:

“I am aware of the provisions of Section 3700 of the **Labor Code** which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that **code**, and I will comply with such provisions before commencing the performance of the work of this contract.”
8. Receipt of Addenda No. ___ through ___ is hereby acknowledged. (If none, write “NONE”).

9. In compliance with the Notice Inviting Bids and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the attached **BID SCHEDULE** upon which award of the Contract is made.

(Continued on next page)

DATE: _____, 20____

BIDDER'S NAME_____

BY_____

Signature

Printed Name

TITLE_____

BY_____

Signature

Printed Name

TITLE_____

(CORPORATE SEAL)

BIDDER'S MAILING ADDRESS:

Name and address of all members of the firm or names of all officers of the corporation.

CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF

CONTRACTOR'S LICENSE # _____

EXPIRATION DATE_____

CONTRACTOR'S LICENSE CLASS_____

SURETY OR SURETIES: _____

INSURANCE COMPANY:

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date

CONTRACTOR'S SIGNATURE

BID SCHEDULE

Pursuant to and in compliance with the Notice Inviting Bids and other Contract Documents relating to the proposal for the construction of

REAL PROPERTY IMPROVEMENTS

as specifically set forth in documents entitled

MOONLIGHT AMPHITHEATRE RESTROOM PROJECT (C.I.P. No. 8314)

all in accordance with the Plans and Project Specifications on file at the City of Vista Engineering Department, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the Work at the place the Work is to be done; and with the Plans, Project Specifications and other Contract Documents, hereby stipulated; the Contractor agrees to complete the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all labor, materials, tools, equipment, expendable supplies and all utility and transportation services necessary to perform the Contract, and complete in a workmanlike manner all of the Work required in connection with the Contract, all in strict conformance with the Plans and Project Specifications on file at the City of Vista Engineering Department.

All items shall be finished and functional per Plans and the Contract Documents. Items designated with an 'S' in the Bid Item column of the Bid Schedule are Specialty Items per Subsection **2-3.2 ("Self Performance")** of the San Diego Regional Supplement to the Greenbook.

Notes:

- 1] Please type or print legibly in spaces provided in the BID SCHEDULE.
- 2] Please do not use pencil.
- 3] Unit Prices shall be entered to two (2) decimal places only.

BID SCHEDULE

PROJECT NAME: MOONLIGHT AMPHITHEATRE RESTROOM PROJECT (C.I.P. No. 8314)

NAME OF BIDDER: _____

Base Bid Items

Bid Item	Description Of Work	Qty.	Unit	Unit Price	Item Total
1	Mobilization & Demobilization (5% maximum of Total Base Bid)	1	LS		
2	Storm Water Pollution Prevention and Erosion Control	1	LS		
3	Traffic Control and Construction Staging	1	LS		
4	Utility Potholing	1	LS		
5	Record Drawing ("As-Built") Plans (stipulated amount)	1	LS		\$1,500.00
6	Construct Restroom, Retaining Walls, and Site Improvements.	1	LS		

TOTAL BASE BID FOR IMPROVEMENTS (in figures): _____

TOTAL BASE BID FOR IMPROVEMENTS (in words):

NOTE

1. Determination of the lowest bid shall be based solely on the lowest TOTAL BASE BID FOR IMPROVEMENTS.
2. Unit prices shall prevail over extended total and grand total prices.
3. Late bids will not be accepted.
4. The following "Description of Bid Items" are part of the Bid Schedule and shall be submitted with the Bid.

A. Description of Base Bid Items:

Bid Item 1, Mobilization & Demobilization: Bid item shall include full compensation for all bonds, insurance, sureties, licenses, permits, facilities, labor, equipment and material necessary to complete all work required in advance of construction operations, and upon the initiation of construction operations, to mobilize all required equipment, materials and personnel on-site, and complete all associated and appurtenant work in accordance with the Standard Specifications, the Supplementary General Provisions, and as directed by the Engineer. The Bid Item shall also include all labor, equipment and material required to clean-up and restore the site, demobilize and remove all equipment, materials, and staging, and complete all work required at the end of construction operations in accordance with the Standard Specifications, the Supplementary General Provisions, and as directed by the Engineer. The lump sum price for this item shall not exceed 5% of the total contract price (5% maximum of Total Base Bid and Additive Alternate Bid Combined).

Bid Item 2, Implementation of Erosion Control, Sediment Control, Waste Management, Tracking Control, Contractor SWPPP Documentation upon Mobilization: Bid item shall include full compensation for all labor, equipment and materials required to complete all work necessary to maintain, repair and replace all temporary construction BMPs, provide project oversight by the QSD and QSP, monitor, document and report project compliance, complete all SWPPP administration and associated work as required to ensure the project's full compliance with State Water Resources Board's General Construction Permit (Order No. 2009-0009-DWQ) and Section 7-8.6 of the Supplementary General Provisions.

Bid Item 3, Traffic Control and Construction Staging: Bid item shall include full compensation for all labor, equipment and materials required to complete all work required to prepare, submit and obtain approved Traffic Control Plans from the City of Vista Traffic Engineering Department; handle traffic (including flagging costs and person(s) to safely control pedestrian and vehicular traffic), furnish tools, equipment and incidentals, and for doing all work involved in staging constructing, furnishing, placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system (including traffic control devices, temporary steel plate bridging, temporary road resurfacing); installation and removal of all required temporary striping and signing associated and appurtenant work as specified in the Standard Specifications, the Supplementary General Provisions, and as directed by the Engineer.

Bid Item 4, Potholing - Locate, Protect and Restore Existing Utilities and Improvements: Bid item shall include full compensation for all labor, equipment and material required to locate, protect and restore all existing utilities and improvements which "may be affected" or "are affected" by the Work in accordance with the Standard Specifications, the Supplementary General Provisions, and as directed by the Engineer. The location, protection, and restoration of existing utilities and improvements, specifically identified for payment under other bid items shall not be included for payment within this bid item. All other location, protection and restoration required to complete the Work shall be incorporated into this bid item.

Bid Item 5, Record Drawing ("As-Built") Plans (stipulated amount): Bid item shall include full compensation for all labor, equipment and material required to provide City with accurate "red line" plans showing the exact location of all improvements, existing utilities, that have been modified as part of the Work.

Bid Item 6, Construct Restroom, Retaining Walls, and Site Improvements: Bid item shall include full compensation for all labor, equipment and material required to construct restroom facility, grading, retaining walls, electrical, and site improvements as shown in the Appendix.

CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number: _____

Contractor's License Class: _____

Expiration Date: _____

*(As described in the **INSTRUCTIONS FOR SIGNING BIDS, BONDS AND CONTRACTS**, complete and sign the appropriate section for your company)*

Name of **Individual** Contractor (Print or type): _____

Signature of Contractor: _____

Business Address: _____

or

Name of **Partnership** or **Joint Venture** Firm: _____

Business Address: _____

Signature, printed name, title and address of members signing on behalf of the partnership:

Signature: _____ Name: _____ Title: _____

Address: _____

Signature: _____ Name: _____ Title: _____

Address: _____

or

Name of **Corporation**: _____

Business Address: _____

Corporation organized under the laws of the State of _____

Signature of Officer of Corporation

Printed Name and Title

Signature of Officer of Corporation

Printed Name and Title

PROJECT REFERENCES

The Bidder shall provide evidence that the Bidder has had the prior experience to properly perform in accordance with the terms of these Plans and Project Specifications.

List **ALL** contracts with public agencies entered within the past five (5) years of the most recent projects for which the Bidder has completed work of similar size and complexity to this project as the General (or Prime) Contractor, and the names and phone numbers of the contracting public agencies. Make copies of this page for listing additional projects.

Project No.	Date Completed	Public Agency Name, Contact Person & Phone	Project Name and Description of Work	Contract Amount
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Note: Attached pre-printed list to this page to list additional projects.

CONTRACTOR'S LIST OF SUBCONTRACTORS

PROJECT NAME: **MOONLIGHT AMPHITHEATRE RESTROOM PROJECT (C.I.P. No. 8314)**

NAME OF BIDDER: _____

In accordance with Division 2, Part 1, Chapter 4 of the Public Contract Code, the prime Contractor shall submit with its Bid a list of subcontractors who will perform work in excess of one-half of one percent (0.5%) of the prime Contractor's total Bid or \$10,000, whichever is greater.

Subcontractors listed must be properly licensed for the type of work they are to perform, and their license numbers must be indicated below. Do not list alternate subcontractors for the same work.

Name under which Subcontractor is licensed	License No. and Class	Address of Office, Mill or Shop	DBE (Yes/No)	Bid Item No(s).	Description of Subcontractor's Portion of Work	Dollar Value of Subcontract

(Provide additional copies of this sheet if needed)

NON-COLLUSION DECLARATION
MOONLIGHT AMPHITHEATRE RESTROOM PROJECT (C.I.P. No. 8314)
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
(Title) (Company Name)

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____, at _____, _____.”
(Date) (City) (State)

Signature

Printed Name

Title

BID SECURITY FORM
(For Cash or Checks)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Vista ("Agency") has issued an invitation for bids for the work described as follows:

[Work Description.](#)

WHEREAS _____

(Name, address, and telephone number of Bidder)

the undersigned bidder ("Bidder"), has submitted the accompanying bid to Agency for the work.

WHEREAS, bidders are required under the provisions of the Vista Municipal Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, the undersigned Bidder, is held and firmly bound unto Agency in the penal sum not less than ten percent (10%) of the total base bid amount, in lawful money of the United States of America in the form of *Cash, *a Certified Check, *a Cashier's Check (** Strike out the inapplicable words*) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Bidder shall not withdraw said bid within the period specified in the bidding specification, or, if no period be specified, for **ninety (90) calendar days** after the bid opening; or if the Bidder does not attempt to withdraw the bid when the requirements of Public Contract Code §5101 *et seq.* are not met; or if the Bidder is awarded a contract for the work by Agency and, within the time and in the manner required by the bidding specification, or if no period be specified, within **ten (10) working days** after the Contract is awarded, enters into the written form of contract included with bidding specification, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void and the cash or check shall be returned to Bidder; otherwise, the proceeds of the cash or check shall become the property of the Agency and the Bidder shall have no further interest therein.

[Text and signatures continued on page 2.]

In case suit is brought against the Bidder based on this obligation, Bidder further agrees to pay all court costs incurred by Agency in the suit and reasonable attorneys' fees in an amount fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by Bidder on the date set forth below, the name of each corporate officer being hereto affixed, and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

Bidder

By: _____
Its

By: _____
Its

(Seal)

This form must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

BID SECURITY FORM

Bond No.: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

The City of Vista ("City") has issued an invitation for bids for the work described as follows:

[Work Description.](#)

(Name, address, and telephone number of Bidder)

the undersigned bidder ("Principal"), has submitted the accompanying bid to City for the work.

Bidders are required under the provisions of the Contract to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and

(Name, address, and telephone number of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum not less than ten percent (10%) of the total base bid amount, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal shall not withdraw said bid within the period specified in the bidding specification, or, if no period be specified, for **ninety (90) calendar days** after the bid opening; or if the Principal does not attempt to withdraw the bid when the requirements of Public Contract Code §5101 *et seq.* are not met; or if the Principal is awarded a contract for the work by City and, within the time and in the manner required by the bidding specification, or if no period be specified, within **ten (10) working days** after the Contract is awarded, enters into the written form of contract included with bidding specification, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court.

Surety, for value received, hereby stipulates and agrees that no change, extension of time for award of a contract after opening of bids, alteration, addition, modification, or supplement to the terms of the bidding documents, the work to be performed thereunder, or the Contract Documents shall in any way affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such change, extension of time, alteration, addition, modification or supplement to the terms of said Bidding Documents, the Work to be performed thereunder, or the Contract Documents. Surety hereby waives the provisions of California Civil Code §§ 2819, 2845, and 2849. City is an intended beneficiary of this bond and has all rights of a party thereto.

[Text and signatures continued on page 2.]

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Signature

By: _____
Signature

Name and Title

Name and Title

By: _____
Signature

By: _____
Signature

Name

Name

(Seal)

(Seal)

This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into as of _____ (“Contract Date”), by and between the **City of Vista**, a chartered municipal corporation (“Agency”), and _____ (“Contractor”). Agency and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

In consideration of the mutual covenants contained herein, Agency and Contractor agree as follows:

SECTION 1

The Contract Documents consisting of the PROJECT SPECIFICATIONS, comprised of the NOTICE INVITING BIDS, the INSTRUCTIONS TO BIDDERS, the accepted BID PROPOSAL; BID SCHEDULE; CONTRACTOR’S LICENSING STATEMENT; PROJECT REFERENCES; CONTRACTOR’S LIST OF SUBCONTRACTORS;; PUBLIC CONTRACT CODE STATEMENTS AND QUESTIONNAIRE; NON-COLLUSION AFFIDAVITS; the CONSTRUCTION CONTRACT, CONTRACTOR’S CERTIFICATE, SUPPLEMENTARY GENERAL PROVISIONS, SUPPLEMENTARY TECHNICAL PROVISIONS, Special Provisions, Plans, Standard Plans and Specifications; together with all additions, deletions, modifications, appendices, and all addenda (No. ?), as prepared prior to the date of bid opening setting forth any modifications or interpretations of any said documents, are hereby incorporated in and made a part of this Contract as fully as if set forth herein.

SECTION 2

For and in consideration of the payments and agreements to be made and performed by the Agency as set forth in said Contract Documents, the Contractor agrees with the Agency to construct

PROJECT

as specifically set forth in documents entitled

DOCUMENTS

for which award of the Contract was made, to furnish at his own proper cost and expense all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities and all other items and facilities necessary therefore, as provided in the Contract Documents, and to do everything required therein. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will be required to secure the payment of Worker’s Compensation Insurance for its employees.

SECTION 3

For furnishing all said services and materials, payment of premiums on insurance policies, obtaining all permits and licenses of a temporary nature, furnishing and removing all plant, temporary work or structures, tools, and equipment, and for doing all the Work contemplated and embraced in this Contract, also for all loss and damage arising out of the nature of the aforesaid work during its progress or prior to acceptance from the action of the elements and from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work, and for all other risks of any description connected with the Work, also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said Contract Documents are expressly stipulated to be

borne by the Agency, and for well and faithfully completing the Work and the whole thereof within the stipulated time and in the manner shown and described in the said documents, and in accordance with the requirements of the Engineer under them, the Agency will pay, and the Contractor shall receive in full compensation therefore, the prices set forth by him in the accepted bid. The total compensation will be computed on the basis of the units of work actually performed in accordance with the requirements of the Contract Documents and paid for at the stipulated prices named in the BID SCHEDULE for completion of the Work.

SECTION 4

The Agency hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents, and the Parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

SECTION 5

Contractor agrees to indemnify, defend, and save harmless, the Agency, its officers, agents, employees and volunteers from and against any and all claims, demands, damages, losses and expenses, defense costs including attorney fees, or liability of any kind or nature which the Agency, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Contractor's performance under the terms of this Contract, caused in whole or in part by any negligent or willful acts or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Agency.

[Continued on page 3.]

SECTION 6

Contractor agrees that the Payment Bond and Performance Bond attached to/submitted concurrently with this Contract are for reference purposes only, and shall not be considered a part of this Contract. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorneys' fee provision contained in any payment bond or performance bond shall not apply to this Contract. In the event there is any litigation between the Parties arising from the breach of this Contract, each Party will bear its own attorneys' fees in the litigation.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed as of the Contract Date.

CITY OF VISTA, a chartered municipal corporation

By: _____

By: _____
JUDY RITTER, MAYOR

Name/Title

ATTEST:
KATHY VALDEZ, CITY CLERK

By: _____

By: _____

Name/Title

APPROVED AS TO FORM:
DAROLD PIEPER, CITY ATTORNEY

By: _____

RISK MANAGEMENT REVIEW:
DOLORES GASCON, RISK MANAGER

By: _____

FAITHFUL PERFORMANCE BOND

Bond No. _____

Premium: \$ _____

Effective Date: _____

PERFORMANCE BOND
LD; GP; DWG
APN

KNOW ALL PERSONS BY THESE PRESENTS that:

The City of Vista ("City") has awarded a contract (the "Contract") to THEPRINCIPAL ("Principal") for the work described as follows:

Work Description,

which Contract, and all Contract Documents set forth therein, are incorporated herein and made a part thereof by this reference.

Principal is required under the terms of the Contract to furnish a bond guaranteeing the prompt, full, and faithful performance of the Contract concurrently with delivery of the signed Contract to City.

NOW, THEREFORE, we, the undersigned Principal, and

(Name, address, and telephone number of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of amount Dollars (\$xxx), this amount being not less than one hundred percent (100%) the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City and its officers, agents, and others as therein provided, from any and all losses, liability and damages, claims, judgments, stop payment notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by City by reason of the failure or default on the part of Principal in the performance of any or all of the terms or the obligations of the Contract Documents, as they may be amended and supplemented including, but not limited to, Principal's liability for City's damages (including direct and consequential damages incurred by City for: rental expenses; losses of use, income, profit, business, and reputation; increased financing costs; and loss of management or employee productivity or of the services of such persons) caused by Principal's delays, as well as Principal's liability for other delay damages or liquidated damages, and any warranties or guarantees required thereunder; then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

When City declares that Principal is in default under the Contract, Surety shall promptly, take one of the following actions:

- (a) Remedy the default;
- (b) Undertake through its agents or independent contractors reasonably acceptable to City, to complete the Project according to the Contract Documents' terms and conditions then in effect including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; or, if required by City;

(c) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions using a procurement methodology approved by City, select a contractor or contractors — acceptable to City — to complete all of the Work, and arrange for a contract between the contractor(s) and City, to be secured with performance and payment bonds executed by an admitted surety insurer equivalent to the bonds issued on the Construction Contract, and Surety shall make available, as the Work progresses, sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract and Contract Documents, including other costs and damages for which Surety is liable under this Bond and all obligations with respect to warranties, guarantees, and the payment of liquidated damages as a result of Contractor's default;

(d) Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

(i) After investigation, determine the amount for which it may be liable to City and, as soon as practicable after the amount is determined, make payment to City; or

(ii) Deny liability in whole or in part and notify City, citing the reasons for denial.

If Surety does not proceed as provided above with reasonable promptness, Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond, and City shall be entitled to enforce any remedy available to City. If Surety admits liability and tenders payment, and City refuses the payment, or Surety has denied liability, in whole or in part, without further notice City shall be entitled to enforce any remedy available to City.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court. Principal and Surety agree that this Performance Bond shall not be considered a part of the Contract but rather is a separate obligation of Principal and its Surety, and that any attorneys' fee provision contained in this Performance Bond shall not apply to the Contract. In the event there is any litigation between the parties arising from the breach of the Contract, each party will bear its own attorneys' fees in the litigation.

FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2819, 2845, and 2849. City is an intended beneficiary of this bond and has all rights of a party thereto.

[Text and signatures continued on page 3.]

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

THEPRINCIPAL

By: _____
Signature

Name and Title

By: _____
Signature

Name

(Seal)

“Surety”

By: _____
Signature

Name and Title

By: _____
Signature

Name

(Seal)

This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

PAYMENT BOND

Bond No. _____

Premium: \$ _____

Effective Date: _____

**PAYMENT BOND
(LABOR AND MATERIALS)
LD; GP; DWG
APN**

KNOW ALL PERSONS BY THESE PRESENTS that:

The City of Vista ("City") has awarded a contract (the "Contract") to THEPRINCIPAL ("Principal") for the work described as follows:

Work Description,

which Contract, and all Contract Documents set forth therein, are incorporated herein and made a part thereof by this reference.

Principal is required under the terms of the Contract and the California Civil Code to furnish a bond to secure the prompt, full, and faithful payment of any Claimant, as hereinafter defined, for all labor, materials or services used or reasonably required for use in the performance of the work, concurrently with delivery to City of the signed Contract.

NOW, THEREFORE, we, the undersigned Principal, and

(Name, address, and telephone number of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of amount Dollars (\$xxx), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Division 4, Part 6, Title 3 of the California Civil Code (§ 9000 et seq.), or any 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 Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract ("Claimants"), Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Division 4, Part 6, Title 3 of the California Civil Code (§ 9000 et seq.), so as to give a right of action to such persons or their assigns in any suit brought upon the bond.

In case suit is brought upon this bond to enforce or interpret this bond's terms, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court. Principal and Surety agree that this Performance Bond shall not be considered a part of the Contract but rather is a separate obligation of Principal and its Surety, and that any attorneys' fee provision contained in this Performance Bond shall not apply to the Contract. In the event there is any litigation between the parties arising from the breach of the Contract, each party will bear its own attorneys' fees in the litigation.

FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2819, 2845, and 2849. City is an intended beneficiary of this bond and has all rights of a party thereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

THEPRINCIPAL

By: _____
Signature

Name and Title

By: _____
Signature

Name

(Seal)

By: _____
Signature

Name and Title

By: _____
Signature

Name

(Seal)

This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CONTRACTOR'S CERTIFICATE
MOONLIGHT AMPHITHEATRE RESTROOM PROJECT (C.I.P. No. 8314)
CONTRACTOR'S CERTIFICATE PURSUANT TO
SECTION 1861 OF THE LABOR CODE

I am aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Name of Contractor

By: _____
Signature

Printed Name

Title

Date

By: _____
Signature

Printed Name

Title

Date

NON-COLLUSION DECLARATION FOR SUBCONTRACTORS

MOONLIGHT AMPHITHEATRE RESTROOM PROJECT (C.I.P. No. 8314)

TO BE EXECUTED BY EACH AWARDEE OF A SUBCONTRACT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
(Title) (Company Name)

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. The provisions of this declaration shall not be held as disqualifying a person, firm or corporation who has submitted a sub-proposal to one bidder from submitting separate sub-proposals or quoting prices for materials or work to other bidders.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____, at _____,
_____.”
(Date) (City) (State)

Signature

Printed Name

Title

SUPPLEMENTARY GENERAL PROVISIONS

MOONLIGHT AMPHITHEATRE RESTROOM PROJECT (C.I.P. No. 8314)

This section makes additions, deletions, or revisions to PART 1 – GENERAL PROVISIONS of the 2012 Standard Specifications for Public Works Construction (“Greenbook”). All sections and subsections which are not changed remain in full force and effect.

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE AND SYMBOLS

1-1 GENERAL.

Modify this subsection by adding the following:

The terms “as shown,” “as indicated,” or “as specified” are understood to be followed by the phrase “in the Contract Documents.”

Working titles having a masculine gender, such as “workman” and “journeyman” and the pronoun “he,” are used in the Specifications for the sake of brevity, and are intended to refer to persons of either gender.

1-2 TERMS AND DEFINITIONS.

Modify the following terms and definitions to read:

Agency or City or Owner - The legal entity for which the Work is being performed, either the City of Vista, the Vista Community Development Commission, or the Buena Sanitation District.

Board – Where the word Board appears in the Standard Specifications, it shall mean the officer or body constituting the awarding authority of the Agency, either the City Council of the City of Vista, the Commission of the Vista Community Development Commission, or the Board of the Buena Sanitation District.

Special Provisions - Means the Supplementary General Provisions and Technical Provisions of the Project Specifications.

Standard Plans or Standard Drawings - Means the most recent editions of the Standard Drawings of the City of Vista and the San Diego Regional Standard Drawings (SDRSD), unless otherwise noted. The City of Vista Standard Drawings takes precedence over the San Diego Regional Standard Drawings.

Specifications or Standard Specifications - The Standard Specifications of the Agency are the latest edition of the Standard Specifications for Public Works Construction (“Greenbook”),

as written and promulgated by Public Works Standards, Inc., together with the most current Cumulative Supplement adopted by the Greenbook Committee of Public Works Standards, Inc. and along with the latest San Diego Regional Supplement to “Greenbook” as approved and adopted by the San Diego Regional Standards Committee.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract, except as amended by the Plans, Special Provisions, or other Contract Documents. The Special Provisions are supplemental to the provisions of the Standard Specifications, unless otherwise noted. Only those sections requiring elaborations, amendments specifying options, additions or deletions are called out.

Working Day - Modify c) as follows:

The Agency recognizes ten (10) holidays on which no work is to be scheduled, as follows:

HOLIDAY	OBSERVED ON
New Year’s Day	January 1
Martin Luther Day, Jr. Day	3 rd . Monday in January
President’s Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st . Monday in September
Veteran’s Day	November 11
Thanksgiving Day	4 th . Thursday in November
The day after Thanksgiving	Friday after 4 th . Thursday in November
Christmas Day	December 25

Add the following new terms and definitions:

Acceptance – Formal action of the Agency in determining that the Contactor’s Work has been completed in accordance with the Contract, filing a Notice of Completion with the County Recorder, which stipulates that date that the Work was completed, and notifying the Contractor in writing of the acceptability of the Work.

Award of Contract (Award) – Date of – Date on which the Mayor or designee executes the Contract.

ASTM Designations – The latest revised Specifications or tentative Specifications of the American Society for Testing and Materials.

Best Management Practices (BMPs) – (a) A measure implemented to protect water quality and reduce the potential for pollution (associated with storm water runoff); (b) Any program, technology, process, siting criteria, operating method, measure, or device that controls, prevents, removes, or reduce pollution.

CA MUTCD – California Manual on Uniform Traffic Control Devices.

Certificate of Compliance – A written document signed and submitted by a supplier or manufacturer that certifies that the material or assembled material supplied to the Work site complies with the requirements of the Contract Documents.

Disadvantaged Business Enterprise (DBE) - A for-profit “small business concern” that is at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals certified by the California Department of Transportation (Caltrans).

Inspector – The engineering or technical personnel authorized to act as agents for the Engineer in the supervision of work covered by these Specifications, limited to the particular duties entrusted to them.

Main or Trunkline Facility - An Owner owned and maintained principal subsurface conduit that collects sewage or storm drainage, or distributes potable water.

Material and Labor Bond - The Payment Bond as defined in the Civil Code of California relating to Payment Bond for Public Works.

Notice of Completion (NOC) – A document the Agency will file with the County Recorder, if in the Agency’s judgment, the Work has been completed. NOC stipulates the date that the Engineer accepted the Work. See California Civil Code section 3093.

Portable Emissions Unit - Any type of portable equipment which may discharge air contaminants into the atmosphere as stated in the San Diego County Air Pollution Control District Rules and Regulations.

Project - Means the total construction of all improvements located on the Site identified in the plan drawings and contractual documents.

Project Specifications - Comprised of the Notice Inviting Bids, the Instructions to Bidders, the BID documents, the Contract Documents, the Special Provisions, which include the Supplementary General Provisions and the Technical Provisions, permits issued by jurisdictional regulatory agencies, all appendices, the Standard Specifications, and all reference Specifications.

Punchlist – List of incomplete items of Work and of items of Work that are not in conformance with the Contract.

1-3 ABBREVIATIONS.

1-3.2 Common Usage.

Add the following:

AC..... Asphalt Concrete

AT&T.....	Local and long distance telephone company (formerly SBC and Pacific Bell)
CGP.....	Construction General Permit
CMP.....	Corrugated Metal Pipe
LUP.....	Linear Underground / Overhead Project
NCTD...	North County Transit District
NEC.....	National Electrical Code
OSHA...	Occupational Safety and Health Administration (Department of Labor)
PCR.....	Point of curb return
SWMP .	Storm Water Management Plan
VID.....	Vista Irrigation District
WPCP ..	Water Pollution Control Plan
WDID...	Waste Discharge Identification Number

1-3.3 Institutions.

Add the following institutions:

APWA.....	American Public Works Association
SDRWQCB.....	California Regional Water Quality Control Board, San Diego Region

SECTION 2 – SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT.

Revise to read as follows:

2-1 AWARD AND EXECUTION OF CONTRACT. Award and Execution of Contract shall be as provided for in the Project Specifications, Notice Inviting Bids, Instructions to Bidders, or the Specifications.

For projects with a value of \$75,000 and less, the City Manager is authorized to award the Contract and the Agency will send a “Notice of Intent to Award” to the Contractor accepting the Bidder’s proposal. Within **ten (10) Working Days** of the date of this notification, the Contractor shall submit the completed “Agreement and Bonds” portion of the Contract and the insurance certificates. The City Manager will then execute the Contract for the Agency.

For projects with a value greater than \$75,000, the City Council will award the Contract. The Agency will send a “Notice of Intent to Award” to the Contractor. Within **ten (10) Working Days** of the date of this notice, the Contractor shall submit the completed “Agreement and Bonds” portion of the Contract and the insurance certificates. After the City Council approves the Contract, the Mayor will execute the Contract for the Agency.

Add the following new subsections:

2-1.1 Integration.

Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

2-1.2 Change in Name and Nature of Contactor's Legal Entity.

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the Agency in order that proper steps may be taken to have the change reflected on the Contract.

2-2 ASSIGNMENT.

Add the following paragraph:

In accordance with Section 4551 of the Government Code, the Contractor and subcontractors shall conform to the following requirements. 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 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 acknowledgment by the parties.

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General.

Add the following to the second paragraph in this subsection:

As shown on the Plans or described in the Specifications, each element of the Work must be furnished complete, finished and functional. Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Specifications shall govern as to materials, workmanship and installation procedures. The specification calling for the higher material or workmanship shall prevail. In the event of any doubt or question arising respecting the true meaning of the specifications, reference shall be made to the representative of the owner of the facility affected by the work, whose decision shall be final.

Replace the last paragraph with the following:

If the Contractor, either commencing work or in the course of the work, finds any discrepancy between the Specifications and the Plans, or between either and the physical conditions at the site of the Work, or finds any error or omission in any of the Plans, or in any survey, the Contractor shall promptly notify the Engineer in writing of any discrepancy, error, or omission. No work shall be done in any area of such discrepancy until the Engineer has given approval for same in writing. The Contractor shall forward written Requests for Information (RFIs) to the Engineer in all such matters. Only written authorization from the Agency shall be binding over any deviation or changes in the Plans and Project Specifications. If the Contractor observes that any Plans or Specifications are at variance with any applicable law, ordinance, regulation, order or decree, the Contractor shall promptly notify the Engineer in writing of such conflict.

The Engineer on receipt of any such written notice will promptly investigate the circumstances and give appropriate instruction to the Contractor in writing. Until such instructions are given, any work done by the Contractor, either directly or indirectly, after the Contractor's discovery of such error, discrepancy or conflict, shall be at the Contractor's own risk, and the Contractor shall bear all costs arising therefrom.

2-5.2 Precedence of the Contract Documents.

Add the following:

With reference to the Drawings, the order of precedence, from highest to lowest, shall be as follows:

- a) Figures govern over scale dimensions. In the event of any discrepancy between any drawings and the figures thereon, the figures shall be taken as correct.
- b) Detail drawings govern over general drawings
- c) Large scale details shall take precedence over smaller scale drawings as to shape and details of construction.
- d) Work not particularly shown or specified shall be the same as similar work that is shown or specified.
- e) Addenda or Change Order drawings govern over Contract Drawings
- f) Contract Drawings govern over Standard Drawings
- g) Contract Drawings govern over Shop Drawings

The specifications contained in the Agency's Supplementary Special Provisions (General and Technical) take precedence over the specifications contained in the San Diego Regional Supplement to the Greenbook and the Greenbook. The specifications contained in the San Diego Regional Supplement to the Greenbook take precedence over the specifications contained in the Greenbook.

Should it appear that the Work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained on the Contract Documents, or in the event of any doubt or question arising respecting the true meaning of the Specifications, the Contractor shall forward written Requests for Information (RFIs) to the Engineer for such further explanation as may be necessary and the Engineer's decision shall be final and binding.

2-5.3 Submittals.
2-5.3.1 General.

Add the following to the end of the first paragraph:

Promptly after the Notice to Proceed has been received by the Contractor, the Contractor shall provide to the Engineer a complete list of names and addresses of all suppliers of materials to be used on the Work.

Revise the third paragraph as follows:

The Contractor shall allow a minimum of **ten (10) Working Days** for review of shop drawings and submittals. Each set of shop drawings or submittals shall be accompanied by a letter of transmittal and the Contractor's certification (see description of certification below).

Add the following paragraphs after the last paragraph:

All submittals shall be submitted prior to the start of the Work unless otherwise approved by the Engineer. No work shall begin until the construction schedule has been approved by the Engineer. The Contractor shall submit for Agency review and approval shop drawings and submittals for all long lead supplies, materials, and equipment within five (5) Working Days after the Notice to Proceed letter has been issued. The Contractor shall furnish the Engineer with a statement from the vendor(s) that the order(s) for said supplies, materials, and equipment has been received and accepted by said vendor(s) within fifteen (15) Working Days of said Notice to Proceed.

No work shall begin on the respective items of work that require a submittal until the submittals for those items of work have been approved in writing by the Engineer. When submitted for the Engineer's review, shop drawings shall include the Contractor's certification that the Contractor has reviewed, checked, and approved the shop drawings as conforming to the requirements of the Contract Documents. The following Contractor's certification shall appear on all submittals:

"It is hereby certified that the (equipment, material) shown and marked in this submittal is that proposed to be incorporated into this Project, is in compliance with the Contract Documents, can be installed in the allocated spaces, and is submitted for review.

Certified by: _____
Printed name: _____
Title: _____
Date: _____

A copy of each shop drawing and each sample as reviewed by the Engineer shall be kept in good order by the Contractor at the site and shall be available to the engineer. A review fee of two hundred dollars (\$200.00) will be withheld from the Contractor's progress payment for every re-submittal after the third time a submittal has been reviewed and rejected.

Submittals shall be mailed, emailed or delivered to the City of Vista Engineering Department listed below. Submittals by facsimile (FAX) are not acceptable.

City of Vista
Engineering Department
200 Civic Center Drive
Vista, CA 92084-6275

Email: Skip Hammann, Consultant Project Manager, skip.hamman@gmail.com

2-5.3.3 Shop Drawings.

Add the following after the last paragraph:

The following procedures will apply to shop drawing submittals:

- a) The Contractor shall submit to the Engineer for review five (5) copies of all shop drawings. These drawings shall be complete, certified by the Contractor, and shall contain all required information in detail. The Contractor shall make any corrections to shop drawings required by the Engineer.
- b) It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the third submission of a submittal item.
 - (1) If a submittal is returned to the Contractor marked "No exceptions taken," formal revision and resubmission of said submittal will not be required.
 - (2) If a submittal is returned to the Contractor marked "Make corrections noted," formal revision and resubmission of said submittal will not be required.
 - (3) If a submittal is returned to the Contractor marked "Amend-Resubmit," the Contractor shall revise said submittal and shall resubmit the required number of copies of the revised submittal to the Engineer.
 - (4) If a submittal is returned to the Contractor marked "Rejected-Resubmit," the Contractor shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the Engineer.
- c) When reviewed by the Engineer, each copy of the drawings will be stamped and signed by the Engineer.
- d) Two sets of said drawings will be returned to the Contractor.
- e) The review of the drawings shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. The Contractor shall assume all responsibility for accuracy of data, details, and dimensions shown in the submittals.

- f) The Contractor agrees that if deviations, discrepancies, or conflicts between shop drawing submittals and the Contract Documents in the form of Plans and Specifications, except as particularly noted within the submittal, are discovered either prior to or after shop drawings submittals are processed by the Engineer, the Plans and Specifications shall control and shall be followed.
- g) Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the Contract Plans and Specifications and shall not be taken as the basis of claims for Extra Work. The Contractor shall have no claims for damages or extension of time due to any delay resulting from making required revisions to shop drawings. The review of said drawings by the Engineering will apply to general design only and will in no way relieve the Contractor of responsibility for errors or omissions contained therein nor will such review operate to waive or modify any provisions or requirements contained in these Contract Specifications or on the Contract Drawings.
- h) The Contractor shall furnish to the Engineer eight (8) copies of instruction and maintenance manuals and parts lists of all major equipment furnished. Data in these manuals shall cover completely all items as specified and as supplied.
- i) Shop fabrication drawings and lay sheets are required for all steel pipelines sixteen inches and greater in diameter (16"+ Ø). The drawings and lay sheets shall fully illustrate horizontal station and vertical elevation of all joints and angle points, true angular deflection at locations of combined vertical and horizontal bends, and horizontal station for pipeline appurtenances.

2-5.3.4 Supporting Information.

Add the following items:

- 14) City of Vista Stormwater Management Permit and Storm Water Pollution Prevention Plan (SWPPP), if required, per Subsection **7-5 ("PERMITS.")**.
- 15) Waste Management Plan Permit Application per Subsection **7-8 ("WORK SITE MAINTENANCE.")**.
- 16) Noise Control Notification per Subsection **7-8.3 ("Noise Control.")**.

Add the following paragraphs:

Compliance certificates and weigh slips shall be provided for all fill material, aggregate base, asphalt concrete, Portland Cement Concrete, reinforcing steel, etc. The Contractor shall submit mix designs for asphalt concrete and Portland Cement Concrete to the Engineer for approval. All asphalt concrete and Portland Cement Concrete weigh slips (delivery tickets) shall include the mix design and number or the actual weights of aggregate, sand, cement and water in each truckload. In addition, the Contractor must schedule a meeting and meet with the Engineer each working day to confirm the quantities of materials shown on the weigh slips. The Engineer shall approve any admixtures prior to use. The Contractor shall submit to the Engineer a certified mill test report for each heat or size of reinforcing steel.

The Contractor shall submit the names and addresses of all suppliers of mineral construction materials, and the mine from which the materials were obtained, along with a copy of the Office of Mine Reclamation AB 3098 List (per California Assembly Bill 3098)

showing that the mining operation is listed, prior to delivering any mineral construction materials to the Project site. This documentation regarding the Office of Mine Reclamation AB 3098 List (per California Assembly Bill 3098) shall be made a part of every submittal required on the Project that includes mineral construction materials. Failure to identify the supplier and the mine may result in rejection of the submittal.

2-5.4 Record Drawings (“As-Builts”).

Add the following new subsection:

2-5.4 Record Drawings (“As-Builts”). It shall be the Contractor's responsibility to keep and maintain, on the job site, a clean, accurate, full-size and legible print set of Project plans that indicate all changes in work, modifications and existing conditions that are different from what is shown on the Plans. The Contractor shall record the location, by stationing to nearest foot, and the depth, by elevation to the nearest tenth of a foot (+/- 0.1'), of all underground utility facilities, including pipes, valves, plugged tees, capped ends, etc. The Contractor shall record, by dimension and / or scale drawings, all wiring, conduits and pull boxes as actually installed. All information necessary to maintain and / or service any concealed work shall be noted on the record drawings. The locations by station of sewer laterals and water services (both perpendicular and skewed) to their mains must be noted on the record drawings. Records shall be kept up to date with all entries checked by the Engineer before the Work is buried or covered up. The Contractor shall make the Record Drawings available for review by the Engineer at any time.

Upon completion of the Work and prior to final acceptance, the complete set of Plans, marked up to show as-built conditions, shall be delivered to the Engineer for review. Full compensation for preparing, maintaining and providing Record Drawings (“As-Builts”) shall be included in the stipulated lump sum price for this item of work. If no item is shown in the bid, then the Contractor shall include all costs in the various items of work.

2-6 WORK TO BE DONE.

Add the following paragraphs:

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures relating to the Work, and shall coordinate all portions of the Work under the contract, including the relations of the various trades to the progress of the Work, in accordance with these provisions.

The Contractor shall be responsible to the Agency for the acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and any other persons performing any of the Work under a Contract with the Contractor.

Any plan or method suggested to the Contractor by the Engineer but not specified or required, if adopted or followed in whole or in part, shall be used at the risk and responsibility of the Contractor; and the City and the Engineer will assume no responsibility therefore.

Nothing in these specifications shall be interpreted to make the Contractor an agent of the Agency.

Unless otherwise provided in these specifications, the Contractor shall provide and pay for furnishing all labor, materials, equipment, tools, implements, construction equipment and machinery, methods or processes, water, heat, utilities, transportation, and other facilities, services and incidentals necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Contractor shall leave the construction site in a neat, clean, and orderly condition upon completion of the Work.

2-7 SUBSURFACE DATA.

Add the following paragraph:

The Contractor shall investigate the existing geotechnical (soil) conditions prior to submitting a bid, and shall satisfy himself as to the existing geotechnical (soil) conditions, and include all costs to address those conditions in the bid. Upon removal of the existing surface improvements and excavation to subgrade by the Contractor, the Agency will sample existing soils for analysis of the R-value, moisture content, and compaction. Upon determination of the existing geotechnical (soil) conditions and a final street structural section, the Agency will advise the Contractor regarding addition of geogrid or adjustments to the thickness of the aggregate base and the asphalt concrete layers. Final payment for the approved street structural section will be made pursuant to the unit prices listed in the bid, based on actual quantities of the materials placed, and no additional compensation will be allowed.

For the Moonlight Amphitheatre Restroom Improvement Project, the excavation, placement, conditioning, and compaction of material shall be in accordance with the Plans, Specifications, the City of Vista Development Code (Chapter 17 Section 17.56); the report, prepared by Vinje & Middleton Engineering, Inc., titled "Limited Geotechnical Investigation for Proposed Restroom South Entrance to Moonlight Amphitheater, Brengle Terrace Park, Vista" dated August 26, 2019. Report is attached in Appendix.

2-8 RIGHT-OF-WAY.

Add the following paragraphs:

The Contractor shall not allow his employees to use private property for any reason or to use water or electricity from such property without written permission from the owner. The Contractor shall provide evidence of such permission in writing to the Engineer before entering upon such lands. In performing any work or doing any activity on lands outside the public rights-of-way, the Contractor shall comply with all applicable Federal, state and local laws,

ordinances, codes and regulations. The Contractor shall indemnify and hold the Agency, its officials, officers, employees, and agents free and harmless from all claims or suits for damages occasioned by such work or activity, whether done according to this subsection and with permission from the owner or in violations of this subsection without permission from the owner.

For all projects the Contractor shall be fully responsible for locating and obtaining permission to use construction storage area(s) and stockpile site(s) in addition to staging areas provided by the Agency. Where the Contractor may find it advantageous to use private property, it shall arrange for its use. The Contractor shall assume full responsibility for its rental, preparation, maintenance and cleanup in a manner satisfactory to the Agency and the property owner.

2-9 SURVEYING.

2-9.1 Permanent Survey Markers.

Delete the first paragraph and replace with the following paragraphs:

2-9.1 Permanent Survey Markers. The Contractor shall notify the Engineer and the Professional Land Surveyor or Registered Civil Engineer authorized to practice land surveying in the State of California (“Surveyor”) performing construction staking at least five (5) Working Days before starting work to allow for the preservation of reference points, survey monuments, lot stakes (tagged), benchmarks and other survey points.

In accordance with the Professional Land Surveyors Act (State of California Business and Professions Code 8771(a), (b) and 8773.2 (as amended by California Senate Bill 1563), the Surveyor performing construction staking for the Project shall file in the Office of the County Surveyor a Corner Record form or Record of Survey prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb survey monuments, lot stakes (tagged), or benchmarks without the consent of the Engineer, and in the case of willful or careless destruction, shall be liable for and charged with the cost of their replacement and of any expenses resulting from their unnecessary loss. Replacement shall be done only under the direction of the Engineer by a Register Land Surveyor or a Register Civil engineer authorized to practice land surveying within the State of California.

Upon submittal of all Corner Record forms or Records of Survey to the San Diego County Surveyor’s office, the Surveyor performing construction staking for the Project shall submit copies of the same records to the Agency. Upon acceptance and approval by the San Diego County Surveyor’s office, the Surveyor shall also submit Corner Record forms or Records of Survey (Mylar) copies of the same records to the Agency prior to completion of the Project.

2-9.2 Survey Service.

Delete all three paragraphs and replace with the following:

2-9.2 Survey Service. By contract with the Agency, the Surveyor shall coordinate and be responsible for the accuracy of all surveying performed for the Project. If the Professional Land Surveyor or Registered Civil Engineer (“Surveyor”) performing construction control surveying / staking requires additional information, he shall request it from the Agency. All construction surveying, monument preservation and monument replacement surveying necessary to complete the Work as shown on the Plans and as provided for in the Specifications and other Contract Documents shall be accomplished by or under the direction of a Surveyor. The Agency reserves the right to direct additional construction survey work when the Engineer determines it to be necessary to adequately construct the Work. The Contractor shall preserve construction survey stakes and marks for the duration of their usefulness.

The Contractor shall notify the Engineer and the Surveyor performing construction staking in writing by submitting a completed “City of Vista Engineering Construction Survey Request Instructions and Form” found in Appendices (see list of Appendices in Table of Contents on Page 2) at least **three (3) Working Days** before survey services will be required in connection with the laying out of any portion of the Work. The Surveyor performing construction staking for the Project shall set and station stakes for clearing limits, rough grade, sewers, storm drains, water, dry utilities, structures, finish (precise) grade, curbs, headers, base grade, pavement and other improvements. The Surveyor shall submit acceptable preconstruction survey tie notes to the Engineer for approval. A corresponding cut or fill to finish grade (or flowline) will be indicated on the Surveyor’s grade (cut) sheet. The Contractor shall be required to excavate all holes necessary for offset line and grade stakes if in excess of one-half foot (0.5’) deep.

All survey monuments, centerline ties and survey reference points shall be protected in place or reestablished where disturbed, in accordance with Section 8771 of the Professional Land Surveyor’s Act (Business & Professions Code Section 8700 et seq.), prior to Project acceptance.

2-9.4 Line and Grade.

Replace the first and second paragraphs with the following:

All work, including finished surfaces, shall during its progress and upon completion conform to the lines, grades, cross-sections, elevations and dimensions shown on the Plans. All distances and measurements are given thereon and will be made in a horizontal plane. Three (3) consecutive points shown on the same rate of slope must be used in common in order to detect any variation from a straight line. In the event any discrepancy exists, it must be reported to the Engineer. Failure to make this report shall make the Contractor responsible for any error in the finished work. Minor deviations from approved Plans, whenever required by the exigencies of construction, shall be determined in all cases by the Engineer and authorized in writing.

Add the following paragraphs and table:

The Professional Land Surveyor or Registered Civil Engineer authorized to practice land surveying in the State of California (“Surveyor”) performing construction staking will furnish

construction stakes to prosecute the Work as part of the various items of work. Surveying and staking shall be performed using survey equipment and methods appropriate for the Work. For grades equal to or less than one-half percent (0.5%), elevations for staking shall be established by differential leveling. The Surveyor performing construction staking for the Project shall provide the following stakes as needed to complete the Work:

STAKE TYPE	STAKE REQUIREMENTS
Clearing and Grubbing	Show limits of Work at fifty foot (50') maximum intervals and at angle points
Slope	Show rough grading for slopes at fifty foot (50') maximum intervals as needed for construction
Rough Grade	Show rough grading for road subgrade on centerline at fifty foot (50') maximum intervals and on slopes as needed to achieve cut or fill to finished grade as indicated on a grade sheet
Drainage Structure	Two (2) front corners with line stakes with ten foot (10') maximum offset, invert elevations in and out, and information for top of structure elevation
Pipelines (storm drain, sewer, water, etc.)	At twenty-five foot (25') maximum intervals for invert elevation or top of pipe; also at change of alignment or grade
Sewer and Storm Drain Manholes	Centerline, invert elevations in and out, and top of rim
Road Base	Establish finish base grade at centerline of street and intersections, provide "blue tops" at fifty foot (50') maximum on centerline of street and at ten to fifteen foot (10' - 15') grid within intersections
Finish Asphalt Grade	At twenty-five foot (25') maximum intervals for irregular asphalt cuts and fills to set leveling surfaces and at ten to fifteen foot (10' - 15') grid within intersections with additional stakes for landings at the bottom of curb ramps
Curb and Gutter	At twenty-five foot (25') maximum intervals and at the top of driveway entrance wings
Curb Return	At each quarter (1/4) delta with a stake at the curb return radius point
Curb Ramp	Top and bottom of curb transitions, lip of depressed gutter, finished surface at four (4) corners of top landing, & transitions
Driveway	Centerline and wings (join lines if matching to existing)
Street Light and Traffic Signal poles	Five to seven foot (5' - 7') maximum offset showing centerline of poles

The Surveyor performing construction control surveying / staking shall provide one (1) copy of all grade sheets to the Engineer.

The cost to reset construction survey stakes lost or destroyed during construction operations shall be borne by the Contractor.

2-9.5 Payment.

Add the following new subsection:

2-9.5 Payment. The Professional Land Surveyor or Registered Civil Engineer authorized to practice land surveying in the State of California (Land Surveyor) performing construction control surveying / staking will furnish construction stakes to prosecute the Work, and no compensation will be made to the Contractor for delays to the Work caused by the Contractor's lack of coordination with the Agency to schedule Construction Staking. Payment for all Work necessary for preserving, documenting, and re-establishing existing survey monuments, as specified, will be as shown in the bid, and no additional compensation will be allowed. The cost to reset stakes lost or destroyed during construction operations shall be borne by the Contractor. Payment for providing construction staking on the Project will be made by the Agency directly to the Land Surveyor under contract with the Agency.

2-11 INSPECTION.

Delete the second sentence in its entirety. Add the following paragraphs to the end of this subsection:

All work which is defective and has been rejected shall be remedied, or removed and replaced and made good by the Contractor in an acceptable manner. Unsuitable materials may be rejected notwithstanding the fact that such unsuitable materials have been previously overlooked by the engineer and accepted. No additional compensation will be allowed to the Contractor for the removal and replacement of remedial or defective work, or unsuitable materials.

Any work done beyond the lines and grades shown on the Plans or established by the Engineer, or any Extra Work done without written notice by the Engineer, will be considered as unauthorized work and will not be paid for. Upon order of the Engineer unauthorized work shall be remedied, removed or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Engineer made under Subsection **2-11** ("INSPECTION."), the Agency may cause rejected or unauthorized work to be remedied, removed or replaced, and to deduct the costs from any monies due or to become due to the Contractor.

The Contractor shall notify the Agency at least twenty-four (24) hours in advance of the time required for the inspection of any Work which will be covered or which will require special inspection procedures.

INSPECTION TYPE	PHONE NUMBER
City of Vista Building Inspection	760-639-6106
City of Vista Engineering Inspection	760-639-6113
City of Vista Landscape and Irrigation Inspection	760-643-5467

The Agency will pay for costs of inspection and materials testing, sufficient to verify the quality of the Contractor's work. Any retesting of failing areas, or costs due to the Contractor's failure to be ready for inspections requested by the Contractor, shall be paid for by the Contractor.

If the Contractor elects to work under this Contract more than eight (8) hours a day or more than forty (40) hours in a week, Saturday, Sunday or Agency holidays, unless otherwise specified, he shall arrange with the Engineer for the required inspection service and pay the Overtime Inspection Fees which will be charged at the following rates:

NUMBER OF OVERTIME HOURS	COST
4 hours or less per day	\$375.00
4 to 8 hours per day	\$750.00

When Overtime Inspection is required, the Contractor shall notify the Agency and pay inspection fees twenty-four (24) hours in advance. If the Contractor is directed by the Agency to work under this Contract more than eight (8) hours a day or more than forty (40) hours a week, the Special Inspection fee requirements will be waived.

The Contractor shall notify the Engineer of the completion of the Work and the Engineer will make an inspection of the Work. The Engineer will not make the final inspection until the Work provided for and contemplated by the Contractor has been completed and the final clean up performed. The Contractor may be present at the final inspection. The Contractor will be notified in writing of any defects or deficiencies to be remedied. When notified that corrective work is completed, the Engineer will again inspect the Work and when the Engineer is satisfied that all work has been done in accordance with the Plans and Specifications, the Engineer will recommend that the Work be formally accepted.

Add the following new subsections:

2-13 SITE EXAMINATION.

2-13 SITE EXAMINATION. The Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work, and the general and location conditions, such as, but not limited to, all other matters which could in any way affect the Work or the costs thereof. The failure of the Contractor to acquaint itself with all available information regarding any applicable existing or future conditions shall not relieve it from the responsibility for properly estimating the difficulties, responsibilities, or costs of successfully performing the Work according to the Contract Documents.

2-14 FLOW AND ACCEPTANCE OF WATER.

2-14 FLOW AND ACCEPTANCE OF WATER. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising there from.

2-15 NOTICE OF THIRD PARTY CLAIMS.

2-15 NOTICE OF THIRD PARTY CLAIMS. Pursuant to Public Contract Code Section 9201, the Agency will provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract. Contractor shall attempt to verify and resolve claims promptly.

2-16 SEPARATE CONTRACTS.

2-16 SEPARATE CONTRACTS. The Agency reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the work in place or discrepancies with the Contract Documents.

Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the Agency in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any Contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer will decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The Agency shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

SECTION 3 – CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR.

3-1.1 General.

Add the following to this subsection after the last sentence:

The Contractor shall give written notice of a proposed Change Order required for compliance with the Contract Documents within seven (7) Working Days of discovery of the facts giving rise to the proposed Change Order.

Add the following new subsection:

3-1.3 Cost Reduction Proposal.

3-1.3 Cost Reduction Proposal. The Contractor may submit to the engineer in writing, proposals for modifying the Plans, Specifications, or other requirements of the Contract for the sole purpose of reducing the total cost of construction.

The cost reduction proposal must not impair, in any manner, the essential functions or characteristics of the Project such as service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

The Contractor shall include the following information in the cost reduction proposal:

- a) A description of both the existing Contract requirements for performing the work and the proposed changes.
- b) An itemization of the Contract requirements that must be changed if the proposal is adopted.
- c) A detailed estimate of the cost of performing the work under the existing Contract and under the proposed change.
- d) A statement of the time within which the engineer must make a decision thereon.
- e) The Contract items of Work affected by the proposed changes, including any quantity variation attributable thereto.

These provisions of this subsection do not require the Engineer to consider any cost reduction proposal which may be submitted hereunder; nor will the Agency be liable to the Contractor for failure to accept or act upon any cost reduction proposal the Contractor has submitted pursuant to this subsection, nor for any delays to the Work attributable to any such proposal.

If a cost reduction proposal is similar to the information included in the Contract Documents or adopted by the Agency after the advertisement for the Contract, the Engineer will not accept such proposal and reserves the right to make such changes without compensation to the Contractor under the provisions of this subsection.

The Contractor must continue to perform the Work in accordance with the requirements of the Contract until a Change Order, incorporating the cost reduction proposal has been issued. If a Change Order has not been issued by the date upon which the Contractor's cost reduction proposal specified that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost reduction proposal must be deemed rejected.

The Engineer is the sole judge of the acceptability of a cost reduction proposal and the estimated net savings. In determining the estimated net savings, the Agency has the right to disregard the Contract Bid prices if, in the judgment of the Engineer, such prices do not represent fair measure of the value of the work to be performed or to be deleted.

The Agency reserves the right, where it deems such action appropriate, to require the Contractor to share in the Agency's costs of investigating the Contractor's cost reduction proposal as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall indicate his acceptance in writing allowing the Agency to deduct amounts payable to the Contractor for any monies due or that may become due to the Contractor under the Contract.

If the Engineer accepts your cost reduction proposal in whole or in part, the Engineer will issue a Change Order to incorporate the changes in the Plans and Specifications which are necessary to permit the cost reduction proposal, or such part of it as has been acceptable to be put into effect. If the Engineer's approval is conditional, the Change Order will include any conditions upon which the Engineer's approval is based.

The Change Order shall also include the estimated net savings in the cost of performing the Work due to the accepted cost reduction proposal and provides that the Contract cost be adjusted by crediting the Agency with fifty percent (50%) of estimated net savings amount.

The Contract time will not be extended by the acceptance of the cost reduction proposal and performance of the Work unless specified otherwise in the Change Order.

The amount specified as payable to the Contractor in the Change Order is full compensation for the cost reduction proposal and the performance of the Work.

The Agency expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the Agency when it determines that said proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted such proposal will be eligible for compensation subject to this subsection, and in that case, only for contracts awarded prior to submission of the accepted cost reduction proposal.

The cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this subsection, if the identical or similar, previously submitted proposal were not adopted for general application to other contracts administered by the Agency.

Subject to the provisions contained herein, the Agency must have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

The Contractor must bear all costs to revise bonds for the Project to include the cost reduction incentive proposal Work.

3-2 CHANGES INITIATED BY THE AGENCY.

3-2.1 General.

Add the following after the last paragraph:

Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any change resulting in a decrease or omission of any item or portion of work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.

3-2.4 Agreed Prices.

Add the following to this subsection after the first sentence:

Agreed prices shall be negotiated before commencement of the Work.

3-3 EXTRA WORK.

3-3.1 General.

Add the following to the first paragraph:

Any Extra Work performed by the Contactor without an approved Contract Change Order from the engineer shall be at the Contractor's risk and the Contractor shall not be entitled to payment without an approved Change Order. All Extra work shall be adjusted daily upon report sheets furnished by the Contractor, reviewed by the Engineer and signed by both parties. The daily report shall be considered thereafter as the true record of Extra Work done. New and unforeseen work will be classed as Extra Work only when said work is not covered and cannot be paid for under any of the various items or combination of items for which a bid price appears in the Bid Forms.

Add the following:

The Agency reserves the right to direct the Contractor to solicit competitive Bids for Extra work. If required by the Engineer, you must obtain competitive Bids from Subcontractor acceptable to the Contractor and must deliver such Bids to the Engineer who will then determine which Bids will be accepted.

Any request by the Contractor to change the Contract Price to include the price of Extra Work must be by written notice to the Engineer and must include itemized estimates. The Contractor's itemized estimates must detail all applicable elements of price (e.g. labor and payroll costs, quantities, crew composition, production rates, material costs, Subcontractor and Supplier costs, equipment costs, and supplemental costs).

If the Contractor's request to change the Contract Price arises from changes in the Schedule affecting all or part of the Project, or if the Contractor seeks a change in the Contract time, the Contractor's request must include the analysis require by Subsection 6-1 ("CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.").

3-3.2 Payment.

3-3.2.1 General.

Replace the first sentence with the following:

3-3.2.1 General. When the cost and time for Extra Work cannot be agreed upon prior to the commencement of the Work, the Agency will pay for Extra Work based on the accumulation of costs as provided herein and grant additional time to the Contract duration. Extra Work

shall be paid for under a written Change Order, approved by the Agency, in accordance with the terms therein provided. Generally, payment for Extra Work will be made at the unit price or lump sum previously agreed upon between the Contractor and the Agency.

3-3.2.2.3 Tools and Equipment Rental.

Replace the second paragraph in its entirety with the following:

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed most current listed rates found in the Caltrans Labor Surcharge and Equipment Rental Rates, which is available online at:

<http://www.dot.ca.gov/hq/construc/equipmnt.html>

Add the following new paragraphs:

Where the Contractor can substantiate that the rental rates prevailing locally exceed the published rate by more than fifteen percent (15%), the Contractor will be entitled to a rental rate adjustment. For equipment not listed in said publication, rental rates must not exceed listed rates prevailing locally at equipment rental agencies or distributors, at the time the Work is performed.

Whenever possible, Extra work must be accomplished using equipment available on Site or owned by the Contractor. If a specific piece of equipment must be rented to be used exclusively for the Extra Work, the rental rate will be the invoiced rate.

3-3.2.3 Markup.

3-3.2.3.1 Work by Contractor.

Replace the entire paragraph with the following:

3-3.2.3.1 Work by Contractor: The following allowable overhead and profit percentages shown in Table 3-3.2.3.1(A) below shall be added to the Contractor’s costs and shall constitute the markup for all overhead, insurance, and profits on work performed by the Contractor:

Table 3-3.2.3.1(A)

COMPONENT	OVERHEAD	PROFIT
Labor	10%	10%
Materials	10%	5%
Equipment Rental	10%	5%
Other Items and Expenditures	10%	5%

Regardless of the number of hierarchical tiers of Subcontractors, the five percent (5%) which is the Contractor’s allowance 3.5% (for overhead) and 1.5% (for profit) may be applied one time only to the performing Subcontractor’s total cost.

One percent (1%) shall be added to the sum of the costs and markups provided for in the subsection as compensation for bonding.

3-3.2.3.2 Work by Subcontractor.

Replace the entire paragraph with the following:

3-3.2.3.2 Work by Subcontractor: When all or any part of the Extra Work is performed by a Subcontractor, the markup established in 3-3.2.3.1 shall be applied to the Subcontractor's actual cost of such work. A markup of ten percent (10%) on the first Five-Thousand Dollars (\$5,000) of the subcontracted portion of the Extra Work and a markup of five percent (5%) on work added in excess of Five-Thousand dollars (\$5,000) of the subcontracted portion of the Extra Work may be added by the Contractor.

The markups specified in Subsections **3-3.2.3.1 ("Work by Contractor.")** and **3-3.2.3.2 ("Work by Subcontractor.")** shall be considered as full compensation and include, but not be limited to, the Contractor's labor costs for personnel not working directly on the Extra Work, including the cost of administration and any tools or equipment that they may use. Such costs shall not be reported as labor or equipment costs elsewhere except when they are actually used in the performance of the Extra Work. Labor costs shall in that case be reported for the labor classification corresponding to the type and nature of Extra Work performed.

3-3.3 Daily Reports by Contractor.

Add the following as the first sentence:

The Contractor shall notify the Engineer at the beginning of each working day when Extra Work is in progress.

SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP.

4-1.1 General.

Replace the subsection in its entirety with the following:

4-1.1 General. It is the intent of the Agency in drafting the Contract Documents to accept only first class work, materials, parts, equipment and workmanship. All materials, parts and equipment furnished by Contractor for the Work shall be new, high grade, free from defects, of specified kind and fully equal to samples when such samples are required. Used or secondhand materials, parts and equipment may be used only if permitted by the Specifications. When the quality or kind of material or articles required under the Contract are not particularly specified, the Contractor shall provide those representing the best of their class or kind. Quality of work shall be in strict accordance with generally accepted standards.

Materials, parts and equipment shall be furnished in such quantities, kinds and at such times as to ensure uninterrupted progress of the Work.

The quality of material, parts, equipment and work shall be subject to approval by the Engineer. The Engineer shall have access to the Work at all times during construction, and shall be furnished with every reasonable facility for securing full knowledge with regard to the progress, workmanship and character of the materials, parts and equipment used or employed in the Work. Materials and workmanship of a quality not conforming to the requirements of the Specifications shall be considered defective, and shall be subject to rejection. Defective work or material, whether in place or not, shall be remedied or removed and replaced by the Contractor, at its expense, and defective materials shall be removed from the Work site immediately, at the Contractor's expense, when so directed by the Engineer.

Any work done beyond the lines shown on the Plans or established by the Engineer, or any Extra Work done without written authority, will be considered unauthorized and will not be paid for by Agency. Upon Contractor's failure to comply promptly with any order of the Engineer made under the provisions of this Section, the Engineer shall have authority to cause such defective or unauthorized work to be remedied or removed and replaced, and to deduct the costs thereof from any monies due or to become due the Contractor. If the Work is found to be in compliance with these Specifications, the Engineer will furnish the Contractor with a certificate to that effect.

No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the Engineer. Upon failure of the Contractor to comply with any order of the Engineer made under the provisions of this subsection, the Engineer shall have the authority to remove and replace defective materials and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

If, during the prosecution of the work, the Contractor fails to immediately correct the defective or non-conforming work upon notice, or fails to correct the defective or non-conforming work in a manner conforming to the Contract Documents, the Engineer may order the Contractor to stop all or part of the Project. The Agency's right to stop the Project does not give rise to any duty on the Agency's part to stop Work for the Contractor's benefit or the benefit of any other party. The Contractor shall bear all direct and indirect costs and damages that result from the Agency's stop work notice.

When removing asbestos products, the Contractor shall comply with the requirements of Title 8, CCR, General Industry Safety Orders and Construction Safety Orders.

4-1.1.1 Agency-furnished Materials. The Agency may provide certain items (e.g. traffic signal poles, mast arms, meter pedestals, street lights, etc.) for use by the Contractor for this Project at no cost to the Contractor as described in the Special Provisions. The Contractor shall inspect the materials / equipment prior to submitting a bid and shall satisfy himself of the suitability of the materials / equipment for use on the Project, and include all costs in the bid. The Contractor shall provide all hardware and any other materials, equipment and appurtenances necessary to use the Agency-furnished items in the Work.

Upon written request from the Contractor at least twenty-four (24) hours in advance, any materials / equipment furnished by the Agency for the Project shall be available to the Contractor to take delivery of the items during regular Public Works Department Working Hours at the Agency's Public Works Yard at 1165 E. Taylor Street or the Agency's Storage Yard at 2430 Lupine Hills Drive as designated by the Agency. The Contractor shall inspect the materials / equipment at time of pick-up and shall satisfy himself of the suitability and quantity of the materials / equipment for use on the Project. The Contractor shall provide loading at the Agency's designated location, handling, transportation and delivery of the items to the Project site. The cost of handling and placing all materials / equipment after they are made available to the Contractor shall be considered as included in the Contract prices for items in connection with which they are used. No markup shall be applied to any material provided by the Agency.

The Contractor shall assume full responsibility for all Agency-furnished materials and/or equipment made available to him as soon as loading commences. Deductions will be made from any monies due to the Contractor to make good any shortages and deficiencies, from any cause whatsoever, which may occur after said materials and/or equipment have been furnished to the Contractor.

4-1.3 Inspection Requirements.

4-1.3.1 General.

Revise the first paragraph to read as follows:

4-1.3.1 General. Unless otherwise specified in these Specifications, inspection may be required at the source for such typical materials and fabricated items including, but not limited to, bituminous paving mixtures, structural concrete, precast concrete, street lighting poles, metal fabrication, metal casting, welding, concrete pipe manufacture, protective coating application, plastic liner, fiberglass tanks, plastic liner pipe, and similar shop or plant operations.

Revise third sentence of the second paragraph to read as follows:

Special items of equipment such as designed electrical panel boards, large pumps, sewage plant equipment, etc., are subject to inspection at the source.

4-1.4 Test of Materials.

Add the following paragraphs:

Geotechnical (soil) testing of fill materials, subgrade, subbase, and base will be conducted by the Agency and the Geotechnical Engineer. Geotechnical (soil) tests may include relative compaction tests, sand equivalents tests, sieve analysis, R-values, etc. The results shall be presented directly by the laboratory to the Engineer. No base, concrete or pavement shall be placed before the subgrade, subbase, base and fill have been compacted, tested and

approved. The cost of any initial geotechnical (soil) test shall be borne by the Agency. Additional geotechnical (soil) tests necessitated by a failure of one (1) or more of the initial tests shall be made by the laboratory at the expense of the Contractor. The Contractor shall make allowances in his construction procedure to permit testing of the Work in progress by the Engineer and no additional compensation shall be paid to the Contractor for delays due to testing.

Testing of any cast-in-place structure or concrete surface improvement will be conducted by the Agency. Concrete tests may include slump tests, air content, and compressive strength. Any results shall be presented directly by the laboratory to the Engineer. The cost of any initial concrete test shall be borne by the Agency. Additional concrete tests necessitated by a failure of one (1) or more of the initial tests shall be made by the laboratory at the expense of the Contractor. The Contractor shall make allowances in his construction procedure to permit testing of the Work in progress by the Engineer and no additional compensation shall be paid to the Contractor for delays due to testing.

The Contractor shall maintain and secure all material samples on the Project site, available to the Engineer for inspection and evaluation during normal working hours.

All packaged, manufactured products / materials for use on the Work shall be delivered to the Project site in their original unopened containers, bearing thereon the manufacturer's name and the brand name of the product.

Wherever any product / material is selected to be used on the Work, all such products or materials shall be of the same brand and manufacturer throughout the Work.

All products / materials shall be stored in such a manner that they will be completely protected from weather damage.

The Contractor shall pay for all failing tests that the Contractor or the Agency's representative request in conformance with the referenced specifications or as enumerated in the supplementary provisions.

4-1.6 Trade Names or Equals:

Add the following paragraphs:

In accordance with the provisions of Section 3400 of the California Public Contract Code, the Contractor shall be provided a period of not less than seven (7) Working Days after award of the Contract for submission of data substantiating a request for a substitution of an "equal" item. Data submitted after this time period may be rejected by the Agency.

The Contractor shall substantiate his offer for use of substitute materials, processes, or equipment, which he considers to be equivalent to that indicated, by submitting three (3) copies of a package of description, information, and performance data, showing the equality of the offered item, and such other necessary or related information as may be required by the Engineer (including, but not limited to, complete calculations, technical specifications,

samples, or published documents relating to the performance and physical characteristics of the proposed substitute). The burden of proof as to the comparative quality and suitability of alternative material, process, or equipment shall be the Contractor's responsibility. Independent testing or evaluation at qualified test facilities, including destructive testing, may be required as a condition of acceptance. Life cycle costs of the substitute items must be equivalent to those of the items indicated. The Engineer may require the Contractor to furnish a special performance warranty or other surety with respect to any proposed substitute. The Engineer shall be the sole judge as to the comparative quality and suitability of the substitute items, and the Engineer's decision shall be final.

The Contractor's offer of the substitute items shall contain the following statements and/or information that shall be considered by the Engineer in evaluating the proposed substitution:

1. A statement that the evaluation, and acceptance or rejection of the proposed substitute, will not prejudice the Contractor's completion of the Project in the specified time.
2. A statement as to whether or not acceptance of the proposed substitute will require a change in the Contract Documents.
3. A list identifying all variations of the proposed substitute from that specified.
4. A description of available maintenance, repair, and replacement service.
5. An itemized estimate of all costs or credits that will result directly or indirectly from acceptance of the proposed substitute, including redesign and claims from others.

Add the following new subsections:

4-1.10 Removal of Interfering Obstructions.

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character met during the process of excavation, it being understood that the cost of said removals are made a part of the unit price bid by the Contractor under other various items of work.

4-1.11 Procedure in Case of Damage to Public Property.

Any portions of curb, gutter, sidewalk or any other City improvement not identified for removal but damaged by the Contractor during the course of construction shall be replaced by the Contractor at the Contractor's own cost, at no additional charge to the Agency. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the BID SCHEDULE and Specifications and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during construction operations), shall be paid to the Contractor at the unit prices submitted in the Bid.

SECTION 5 - UTILITIES

5-1 LOCATION.

Revise the third paragraph of this subsection to read as follows:

At least **two (2) Working Days (48 hours minimum), but not more than fourteen (14) days**, prior to any potholing or excavating, the Contractor shall contact Underground Service Alert of Southern California at 811, 800-227-2600 or 800-422-4133 for a Dig Alert I.D. Number and shall ensure that all existing underground utilities have been marked by their owners prior to any potholing or excavating. Section 4216 / 4217 of the Government Code requires a Dig Alert I.D. Number to be issued before a "Permit to Excavate" will be valid.

Revise the fourth paragraph of this subsection to read as follows:

Caltrans and certain other agencies are not required to become a member of Underground Service Alert of Southern California. The Contractor shall contact Caltrans and other non-member agencies such as railroads, federal government and regional flood control districts for the location of their subsurface installations.

Revise the fifth paragraph of this subsection to read as follows:

Unless specified otherwise as previously potholed, elevations shown on the Plans for existing utilities are based on a search of record information available during the design only and are solely for the Contractor's convenience. The Agency does not warrant the accuracy of the completeness of the location, elevation or type of existing utilities and substructures shown on the Plans. The Contractor shall pothole (or by other suitable methods) and determine the location and depth of all utilities marked by their owners, and of all service connections and laterals, which may affect or be affected by the Contractor's operations. The Contractor shall provide all survey necessary to locate the proposed alignment for potholing purposes. Said potholing shall be done ahead of trench excavation and pipe laying such that the information on horizontal location and depth, in the form of a tabulated pothole report with utility type, stations, top of pipe elevation, and clearance from proposed facility profile, shall be given to the Engineer at least **fourteen (14) Working Days** ahead of trench excavation or other construction but not greater than **thirty (30) Working Days** ahead of construction in that area. The Contractor shall pothole all underground utilities which are shown on the Plans, or marked in the field by utility owners, as being within five feet (5') horizontal distance from the edge of any planned Project sewer main or lateral, water main or service, storm drain, electrical conduit, gas main, telephone and cable TV conduit, fiber optic conduit or irrigation conduit alignment, and which are within the trench excavation section or above the planned Project facility. The potholes shall be at all crossings of each utility and at one hundred foot (100') intervals along each parallel utility. The Contractor shall refill these potholes immediately after establishing those locations. The refilling shall conform to the relative compaction requirements for trenches. In the event obstructions not shown on the Plans are encountered during the progress of the Work which will require alterations to the Plans, or if potholing indicates utilities are located other than as shown on the Plans, the Engineer shall change the Plans and order the necessary deviation from the Project planned line and grade. The Contractor shall not

make any deviation from the specified line and grade without approval by the Engineer. Should any deviations in the line and grade be permitted by the Engineer at the request of the Contractor, any additional costs for thrust blocks, valves, concrete, or other additional costs shall be borne by the Contractor. Full compensation for such work shall be considered as included in the prices bid for other items of work. No extension of time or additional compensation will be made for delays caused by failure of the Contractor to complete necessary potholing in a timely manner. The Contractor shall bear the cost of repairing or replacing any existing facility damaged by his potholing work, and shall have affected services back in operation within four (4) hours of interruption.

Add the following new subsection to read as follows:

5-1.1 Payment. The lump sum price for Utility Potholing in the **BID SCHEDULE** shall include all labor, materials, and equipment necessary to perform the work and document the results, and no additional compensation will be allowed. If no bid item is shown in the **BID SCHEDULE** the payment is considered to be included in the prices bid for various related items of the Work.

5-2 PROTECTION.

Revise the second paragraph to read:

The Contractor shall furnish and place the necessary protection at its expense to ensure support of utilities located as shown on the Plans or in accordance with 5-1. Any damage to a utility shall be repaired by the Contractor to the satisfaction of the organization owning the facility at no additional cost to the Agency. The Agency reserves the right, if so requested by the utility owner, to permit the utility owner to repair such damage, and all expenses of whatever nature arising from such damage shall be borne by the Contractor.

Revise the third paragraph to read:

Upon learning of the existence and location of any underground utility main structures omitted from or shown incorrectly on the Plans, the Contractor shall immediately notify the Engineer and utility owner in writing. When authorized by the Engineer, support or protection of the utility main substructure will be paid for as provided in Subsection 3-2 or 3-3.

Add the following paragraph to this subsection:

During construction of the Work, some of the existing utilities may fall within the prism of trenches. If the existing utility does fall within the Contractor's trenches, the utility involved shall be supported properly by the Contractor to the satisfaction of the utility owner. The method of support of the utility, precautions to be taken during trench backfill and compaction, etc., shall be per the utility owner's requirements. The cost to support and protect existing utilities shall be included in the various bid items and no additional compensation shall be

allowed. The Contractor shall contact the utility owner should it anticipate such exposure of any of the existing utilities.

5-4 RELOCATION.

Revise the third and fourth paragraphs to read:

The Contractor shall alter, relocate, or reconstruct all fire hydrants, traffic signal and street light pullboxes, sewer cleanouts and manholes, storm drain cleanouts and manholes, and other surface and subsurface structures owned by the City of Vista or by the City of Oceanside, or those facilities required in the Plans or Specifications to be altered, relocated, reconstructed, or adjusted to grade. Payment for this work shall be as shown in the BID SCHEDULE. If no item is included in the Bid for this work, the cost for this work shall be included in the related items of 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.

All water valve covers and meter boxes owned by VID; CP Test Station covers; electrical utility vaults and transformers; gas utility valve covers; telecommunication vaults, manholes and risers; and other surface and subsurface structures, not owned by the City of Vista, or required in the Plans or Specifications to be relocated or adjusted to grade "By Others", shall be relocated or adjusted to grade by the owner of the respective utility. The Contractor shall notify each utility owner a minimum of two (2) Working Days before commencing the Work near their facilities.

Revise the fifth paragraph to read:

The utility owner will alter or relocate service connections as necessary within the limits of the Work or within temporary construction or slope easements. For sewer and water services, the Contractor shall arrange for the alteration or relocation of service connections as necessary between the sewer main or the water meter and property line, or between the sewer main or the water meter and the limits of temporary construction or slope easements. In all cases of alteration or relocation of service connections, the Contractor shall notify residences being affected a minimum of four (4) hours prior to said alteration or relocation, and service connections shall be returned to service in no more than four (4) hours. Payment for the alteration or relocation of sewer or water service connections shall be as shown in the Bid Schedule. If no item is included in the Bid for this work, the cost of this relocation shall be included in the Bid for the items of Work necessitating such relocation. Payment for the relocation of other utility service connections, when directed by the Engineer, shall be in accordance with 3-2 or 3-3. Payment will include the restoration of all existing improvements which may be affected thereby. The Contractor may agree with the owner of any utility to disconnect and reconnect interfering service connections. The Agency will not be involved in any such agreement.

5-6 COOPERATION.

Revise the first paragraph to read:

The Contractor shall so conduct its operations as to permit access to the Work site and provide time for utility work to be accomplished during the progress of the Work. The Agency has initiated communication with the appropriate utility companies that provide for the various service connections or utility relocations and adjustments as noted on the Plans. The responsibility for coordination with utility companies will be transferred to the Contractor with the Notice to Proceed and the Contractor shall assume the responsibility for all further coordination with the utility company. The Contractor shall be responsible for maintaining contact with the utility company representatives and providing necessary effort in scheduling utility work so that delays in overall construction schedule are avoided and utility services are in place for connection upon completion of Contract construction.

Add the following paragraphs to this Subsection:

The Contractor shall be responsible for coordinating with utility companies and other public service agencies, as necessary, to assure timely relocation or adjustment of franchise utilities and other facilities within the specified Contract completion time. The Contractor shall schedule his work to accommodate the adjustments, relocations and / or replacements, to avoid interference with the Contractor's work. The Contractor is required to contact the following organizations (as appropriate for the Project) prior to the start of the Work for updates to the status of the utility work, and for details regarding their respective schedules and requirements (i.e. inspections, etc.).

COMPANY	UTILITY	CONTACT	TELEPHONE	EMAIL
Vista Sanitation District	Sewer	Elmer Alex	760-643-5416	ealex@cityofvista.com
Buena Sanitation District	Sewer	Elmer Alex	760-643-5416	ealex@cityofvista.com
City of Vista	Well Water			
City of Vista	Storm Drain	Chris Arce	760-643-5459	carce@cityofvista.com
City of Vista	Traffic Signal	Chris Arce	760-643-5459	carce@cityofvista.com
City of Vista	Street Lights	Chris Arce	760-643-5459	carce@cityofvista.com
City of Vista	Fiber Optic Communication	Chris Arce	760-643-5459	carce@cityofvista.com
Vista Irrigation District	Water	Paul Dupree	(760) 597-3157	PDupree@vidwater.org
City of Oceanside Utilities	Water and Sewer	Cari Dale		cdale@ci.oceanside.ca.us
City of Oceanside Utilities	Contracts	John McKelvey		jmckelvey@oceansideca.org
Vallecitos Water District	Water and Sewer	Lee Kirby	760-744-0460	lkirby@vwd.org
SDG&E	Electric	Keenon Holmes	858-654-8602	kholmes@semprautilities.com
SDG&E	Gas	Vincent Vargas	(619) 214-2961	VVargas@sdge.com
SDG&E	Street Lights	Nicole Brodbeck	858-636-6832	Nbrodbeck@semprautilities.com
AT&T	Tele Communications	Kristy McClaskey	(760) 489-3115	km2398@att.com
Cox Communications	Tele Communications	Debra Capter	619-266-5217	Debra.Capter@cox.com
Charter Communications	Tele Communications	Michael Estrada	619.341.0516	Michael.Estrada@charter.com
Charter Communications	Tele Communications	Peter S. Crampton	619.207.7513	Peter.Crampton@Charter.com
Crown Castle	Tele Communications	Andrew Armstrong	760-613-4671	Andrew.armstrong@crowncastle.com
NCTD	Bus / Railroad	Ruth H. Mbah	760.967.2834	rmbah@nctd.org
NCTD	Bus / Railroad	ALT Dept. Email		ROW@nctd.org

The Contractor shall contact the organizations at the beginning of the Project, obtain information on their requirements, provide them a construction schedule that meets their requirements, update the construction schedule on a weekly basis, meet with the company representatives, provide an adequate construction window and a clear area for them to work, document meetings and coordination efforts, provide copies of all correspondence and other

documentation to the Agency on a weekly basis, and perform all other necessary coordination work to the satisfaction of the organizations and the Engineer. Notifications by the Contractor shall be in writing, with proof of receipt. Copies of each notification and proof of receipt shall be submitted to the Engineer.

SECTION 6 – PROSECTUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

6-1.1 Construction Schedule.

Delete this section in its entirety and replace with the following:

6-1.1 Construction Schedule. Within ten (10) Working Days after execution of the Contract or at the Pre-Construction Meeting, and prior to the commencement of work, the Contractor shall submit its proposed construction schedule to the Engineer using a scheduling program (e.g. Microsoft Project, Oracle’s Primavera or other approved equal program capable of producing the required information). The construction schedule shall be in the form of a tabulation, bar or Gantt chart, or graph satisfactory to the Engineer, and in sufficient detail to show chronological relationship of all activities on the Project. Said activities include, but are not limited to, estimated start and finish dates of all tasks that make up each bid item, submittal of shop drawings to the Engineer for approval, procurement of materials, and scheduling of equipment. Along with the construction schedule, the Contractor shall submit a cash-flow projection showing the anticipated amount of each monthly payment that will become due the Contractor in accordance with the construction schedule.

For the Moonlight Amphitheatre Restroom Improvement Project, the Contractor will coordinate his activities to avoid or minimize impacts to any productions scheduled at the amphitheater. A schedule of productions will be provided to the contractor at the preconstruction meeting.

The Contractor shall schedule and stage the Work on all streets to cause the least possible inconvenience to vehicular traffic (including busses and trash vehicles), bicyclists, pedestrians, adjacent businesses, local residences and schools.

The Contract time listed in the Specifications is the Agency’s best estimate of how long it will take to complete the Work. The construction schedule shall reflect all Contract requirements, shall recognize the requirements of Subsection **5-5 (“DELAYS.”)**, and shall reflect completion of all work under the contract, including Punchlist items, in the specified time and in accordance with the Project Specifications and Plans. No schedule shall call for completion of the Project before or after the Contract completion date. The Project owns the float time and is not for the exclusive benefit of any Party. As such, liability for delay of the project completion date rests with the party actually causing the delay to the project completion date. By way of the Contractor assigning activity durations and proposing the

sequence of the work, the Contractor hereby agrees to utilize sufficient and necessary management and other resources to perform the work in accordance with the construction schedule.

A Notice to Proceed shall be issued after the Pre-Construction Meeting, provided the Storm Water Pollution Prevention Plan (SWPPP) and the Construction Staging / Traffic Control Plan have been submitted by the Contractor and accepted by the Engineer, and all other appropriate Contract requirements are fulfilled. The Work shall start within ten (10) Working Days thereafter, and shall be diligently prosecuted to completion within the time provided in the Project Specifications.

For projects of forty-five (45) Working Days or more, the Contractor shall submit to the Engineer an updated construction schedule each month, showing the actual progress of the Work, as part of the Partial Payment request. Monthly progress payments are conditioned upon the Engineer receiving from the Contractor the monthly schedule update. Schedule updates must accurately reflect the "as-built" schedule. All changes to the schedule shall be highlighted or otherwise identified. Approved Change Orders shall also be incorporated in the updated schedule. It is highly recommended that a narrative be included with each update. The narrative should include a description of any logic changes made to the Project, a commentary as to gains and losses to critical and near critical activities, and a quantification of the gains and losses to the critical path. Failure to provide an updated construction schedule may result in withholding Contract payments until one is submitted.

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 of the Work for any reason, the Contractor shall submit to the Engineer a revised construction schedule in advance of beginning revised operations. In the event that an action either by the Agency or the Contractor results in a delay to the schedule, it is beneficial if the parameters pertaining to that action are recorded as they happen.

Add the following new subsection:

6-1.3 Pre-Construction Meeting.

6-1.3 Pre-Construction Meeting. A Pre-Construction Meeting shall be scheduled after the award and prior to construction. The Contractor (Principal and Project Superintendent) and any subcontractor for five percent (5%) or more of the work shall attend and be prepared to provide or discuss the following information:

- a) Construction schedule
- b) Subcontractors
- c) City of Vista Stormwater Permit and Storm Water Pollution Prevention Plan (SWPPP), if required
- d) Traffic Control Plans
- e) Survey requirements
- f) Materials and delivery schedule
- g) Local phone numbers for supervisory personnel

- h) List of Emergency phone numbers (see Subsection 7-17 of these Specifications)
- i) Required permits
- j) Coordination with other agencies

The Construction Schedule to be provided shall be as described in Subsection **6-1.1** (“**Construction Schedule.**”) of these Supplementary General Provisions.

6-3 SUSPENSION OF THE WORK.

6-3.1 General.

Replace this subsection in its entirety with the following:

6-3.1 General. The Engineer shall have the authority to suspend the Work, wholly or in part, for such period as the Engineer may deem necessary, due to unsuitable weather or to such other conditions (including an act of God or Force Majeure) as are considered unfavorable for the suitable prosecution of the Work, or for such time as the Engineer may deem necessary due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the Work. The Contractor shall immediately comply with the written order of the Engineer to suspend the Work wholly or in part and shall not resume the Work until ordered to do so in writing by the Engineer. Such suspension shall be without liability to the Contractor on the part of the City except as otherwise specified in Subsection **6-6.3** (“**Payment for Delays.**”).

In the event a suspension of work is ordered because of failure on the part of the Contractor to carry out orders given or to perform any provisions of the Work, such suspension of work shall not relieve the Contractor of his responsibility to complete the Work within the time limit set forth herein and shall not be considered cause for extension of the time for completion and, further, such suspension of work shall not entitle the Contractor to any additional compensation.

If the work is suspended or otherwise not continuously prosecuted for any cause whatsoever, within or without the time for completion, the Contractor shall, at his sole cost and expense, remove and replace all or any portion of the work already completed and inspected which Agency, at its sole discretion, could have been damaged during the suspension of work.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.2 Extension of Time.

Add the following paragraph to the end of this subsection:

Delays to the project caused by labor disputes or strikes involving trades not directly related to the project, or involving trades not affecting the project as a whole shall not warrant an extension of time. Daily charges for time extensions or delays from other causes shall be limited to negotiated amounts, or if no amounts are agreed upon, shall not exceed those charges documented to Agency’s satisfaction for additional labor and material costs associated with the delay, and an amount not exceeding 10% thereof for overhead and profit.

6-6.4 Written Notice and Report.

Replace the paragraph in this subsection with the following:

6-6.4 Written Notice and Report. If the Contractor desires payment for a delay as specified in Subsection **6-6.3 (“Payment for Delays.”)**, or an extension of time, it shall file with the Agency a written request and report of cause within ten (10) Working Days after the beginning of the event or occurrence giving rise to the delay. The written notice shall include a statement or estimate of the time extension or compensation being requested, documents supporting the request, including but not limited to evidence of all facts supporting the alleged claim and a current schedule showing the impact of the event or occurrence on the critical path. The request for payment or extension must be made at least fifteen (15) Working Days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Agency to consider such request.

By submitting a request for compensation or time extension, the Contractor agrees to make all books and records, including original bid estimates, subcontracts, daily reports, and correspondence, available to the Agency for review. The Contractor also agrees to include this requirement in all subcontracts.

6-7 TIME OF COMPLETION.

6-7.1 General.

Delete the paragraph in this subsection and replace with the following:

6-7.1 General. The Contractor shall complete all portions of the Work, including Punchlist items, in accordance with the terms and conditions of the Contract Documents, within **the number of days stated in the Notice Inviting Bids** from the date of the Notice to Proceed. Construction on the Project shall begin within ten (10) Working Days of the Notice to Proceed and progress in good faith towards completion without unnecessary delay. The Contractor must work diligently to complete all Punchlist items within twenty (20) Working Days after the Engineer provides the Punchlist.

During the course of construction of the Work, the Agency may require the Contractor to complete portions or phases of the Project, including backfill, compaction, testing, paving and site cleanup, before the Contractor will be allowed to proceed with other portions or phases of the Project. The specific requirements and limits, if necessary for this Contract, are either specified in the Special Provisions, shown on the construction drawings, or shall be determined by the Engineer.

6-7.2 Not Used.

Replace this subsection with the following:

6-7.2 Working Days / Hours.

6-7.2 Working Days / Hours. Unless otherwise specified, the Contractor's activities shall be confined to normal working hours between 7:00AM and 5:00PM, Monday through Friday.

No work shall be done on Saturdays, Sundays, or holidays without authorization by the Engineer. Deviation from these non-Working Days will not be permitted without the prior consent of the Engineer except in emergencies involving immediate hazard to persons or property.

Deviation from these working days and 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 during non-Working Days / Hours, overtime inspection fees will be charged against the Contractor. The overtime inspection fees will be calculated at overtime rates and will be deducted from any amounts due the Contractor.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

6-8.3 Warranty.

Replace the first paragraph in its entirety with the following:

The Work shall be warranted by the Contractor against defective materials and workmanship for a period of one (1) year, or longer.

The warranty period shall begin when the Work is accepted as complete by the Agency after the Notice of Completion has been recorded at the County Recorder's Office.

Replace the last paragraph with the following:

If at any time during the warranty period, or during the extended warranty period specified, the Engineer finds the Work, or any part of the Work, to be defective or not in conformance with the plans and specifications, whether or not manufactured, fabricated, installed, completed or overlooked and accepted by the Engineer, the Contractor must, in accordance with the Engineer's written instructions and within the specified time limits, either correct the defective or non-conforming Work, or, if it has been rejected by the Engineer, remove it from the Site and replace it with non-defective and conforming Work.

The Engineer may determine in its sole discretion to accept defective work in lieu of requiring the Contractor to correct or remove and replace the defective work. However, the Contractor must bear all direct and indirect costs of the defective work, and the diminished value to the Project, as determined by the Engineer. If the Engineer's acceptance of defective work occurs prior to Final Payment, the Engineer will issue a Change Order incorporating the necessary revisions in the Contract Documents with respect to the defective work and affording the Agency the appropriate decrease in the Contract Price.

If the Contractor fails to correct, remove, or replace defective work or non-conforming work within five (5) Working Days from the date of written notice from the Engineer, the Engineer may proceed expeditiously with any correction undertaken in accordance with this section. The Agency may remedy after five (5) Working Days from the date of written notice when the Contractor fails to correct the Work in accordance with the Contract Documents, or when he fails to comply with any other provision of the Contract Documents. If, in the opinion of the Agency, the non-conforming work or defective work creates a dangerous condition or requires immediate attention or correction to prevent further loss to the Agency or any other party, or to prevent interruption of operation of any Agency service or any service of any other party, The Agency will attempt to give notice required by this paragraph. If the contractor cannot be contacted or does not comply with the Agency's request for correction within a reasonable time determined by the Agency, then the Agency or other party may proceed to provide attention or make required corrections, and the cost of all correction or attention shall be charged to and paid for by the Contractor. The Agency may remedy immediately in the event of an emergency.

When undertaking remedial action under this section, the City may: exclude the Contractor from all or part of the Site; take possession of all or part of the Work, and suspend the Contractor's Work and or Services; and incorporate into the Project all materials and equipment stored at the Site or for which the City has paid but the Contractor has stored elsewhere.

The City will not allow an extension of the Contract Time or milestones because of any delay in the performance of the Project attributable to the City's undertaking remedial action to correct Defective Work.

For Building Projects which require a certificate of occupancy, not including sewer and water facilities, if the Contractor fails to correct the defective work listed on the Agency's "Punchlist" within forty-five (45) Working days after the Contract Time, he must reimburse the Agency for all costs to provide inspection services required to monitor Work beyond the forty-five (45) days. The Agency will bill the Contractor for the additional inspection at the Agency's established rates.

If the Contractor completes the Project or portions of the Project prior to the Notice of completion (NOC), he must preserve equipment by developing and implementing a preventive maintenance program in compliance with manufacturer's recommendations.

The Contractor must pay for any claims, costs, losses, and damages incurred by the Agency in remedying any deficiency (e.g., all costs of repair or replacement of Defective Work and all costs of repair of any other Work on the Project destroyed or damaged by correction, removal, or replacement of your Defective Work).

Add the following paragraphs to the end of this subsection:

Replacement of earthfill or backfill, where it has settled below the required finish surfaces, shall be considered part of repairs of defective work, and any repair of surfacing constructed

by the Contractor, which becomes necessary because of settlement or ground movement, shall be likewise considered part of such repair work.

Any existing improvements which are damaged by the Contractor's operations, or any new work, including concrete, which is cracked, chipped, discolored, improperly finished, heaved, vandalized, or for any other reason does not conform to the specifications, shall be replaced by the Contractor at no additional cost to the Agency.

The parties agree that no certificate given, with the exception of the certificate of final payment, shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective work or improper materials. Further, the certificate of final payment shall not terminate the Contractor's obligations under his warranty herein above. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any work done in accordance with any alterations of the same, shall release the Agency, the Agency's Council and its officials, officers and employees from any and all claims or liability on account of work performed under the Contract or any alteration thereof.

No materials, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the Work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by the Contractor, and further agrees that neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the Agency. The provisions of this article shall be inserted in all subcontracts and material contracts, and notices of its provisions shall be given to all persons furnishing materials for the Work when no formal contract is entered into for such materials.

With respect to all warranties, express or implied, from Subcontractors, manufacturers, or suppliers for Work performed and materials furnished under this Contract, the Contractor shall:

- a) Obtain for Agency all warranties that would be given in normal commercial practice;
- b) Require all warranties to be executed, in writing, for the benefit of the Agency or other parties; and
- c) Enforce all warranties for the benefit of the Agency or other parties, unless otherwise authorized in writing by the Agency.

This subsection shall not limit the Agency's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The Agency specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

6-9 LIQUIDATED DAMAGES.

Replace this subsection with the following:

6-9 LIQUIDATED DAMAGES. Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. For each consecutive working day in excess of the time specified for completion of Work, as adjusted in accordance with Subsection 6-6 (“**DELAYS AND EXTENSIONS OF TIME.**”), the Contractor shall pay to the Agency, or have withheld from monies due the Contractor, **the sum of five hundred dollars (\$500.00).**

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

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR’S EQUIPMENT AND FACILITIES.

7-1.1 General.

Replace the second paragraph with the following paragraph:

The Contractor shall provide his own sanitary accommodations, including enclosed portable toilets and hand washing stations, for the convenience of the workers on the Project. The accommodations shall be regularly maintained by a company that specializes in providing and maintaining those facilities. The Contractor shall ensure that all workers on the Project, including those of subcontractors, use the Contractor’s accommodations and do not use any public or private facilities while working on the Project.

Add the following paragraphs:

The Contractor must furnish adequate equipment to properly perform the Work in a workmanlike manner. Such equipment must be in good state of repair and maintained in such state during the progress of the Work. No worn or obsolete equipment shall be used, and in no case shall the maker’s rating of capacity for any equipment be exceeded. Equipment not suitable to produce the quality or work required for this Project will not be permitted to operate. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

All construction equipment, stationary or mobile, shall be equipped with properly operated and maintained muffler exhaust systems. Stockpiling in vehicle staging area shall be located

as far as practical from occupied dwelling units and shall be subject to approval by the Engineer.

Full compensation for conforming to the requirements of this provision shall be considered as included in the Contract price paid for various items of work and no additional compensation will be allowed therefore.

7-1.2 Temporary Utility Services.

Add the following to this subsection:

The Contractor shall contact Vista Irrigation District (VID) to obtain a construction water meter and determine all terms, costs, conditions and regulations imposed on the Contractor for use thereof. Contractor will be required to pay for usage of water through construction water meter.

7-2 LABOR.

7-2.1 General.

Add the following paragraphs to this subsection:

No contractor or subcontractor of any tier may be awarded a Contract for public work on a public works project or work on a public works project without proof of registration with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Registrations under Section 1725.5 expire annually at the end of June, and Contractor is responsible for verifying the renewal status of each subcontractor, of any tier, working on this Contract, and providing City with an updated list of all subcontractors and their registration status. Subcontractors who do not timely renew their registration must be removed from the job site until they are registered. The removal of a subcontractor for failure to be registered shall not be cause for any extension of time or additional compensation of any nature under the Contract.

In accordance with the requirements of Section 1771.1(j) of the Labor Code, the Agency will observe and enforce any Stop Order issued by the Labor Commissioner where a contractor or subcontractor engages in the performance of any public work Contract without having been registered in violation of the requirements of Section 1725.5 or this section, and will not allow the unregistered contractor or the unregistered subcontractor to work on any public works until the unregistered contractor or unregistered subcontractor is registered.

In accordance with the provisions of Section 1771.4(a)(1) of the California Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In accordance with the provisions of Section 1771.4(a)(2) of the California Labor Code, the prime contractor shall post job site notices, as prescribed by regulation.

7-2.2 Prevailing Wages.

Replace the subsection with the following paragraphs:

Pursuant to the Vista City Charter and the Vista Municipal Code, payment of prevailing wages and compliance with the California Labor Code Sections 1770 et seq IS required for this Project.

State prevailing rates of wages and classifications, as applicable to this contract, are ascertained and adopted by the State of California, Director of Industrial Relations (DIR) pursuant to California Labor Code Article 2 of Chapter 1 of Part 7 of Division 2, as amended, which is made a part herein, and the provisions of Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Certified payroll on an approved compliance format is required for all work under this Contract.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the Work is to be done have been determined by the Director of the California Department of Industrial Relations (DIR). These wages are set forth in the General Prevailing Wage Rates for this Project, available at the California Department of Industrial Relations' (DIR) Internet URL website link at:

<http://www.dir.ca.gov/DLSR/PWD>

When the Contractor intends to use a craft or classification not shown in the wage provisions, it will be required to pay the wage rate of that craft or classification most closely related to that craft or classification as shown on the wage provisions. In case of disagreement between the Contractor and the Agency, the Engineer shall decide the prevailing wages for the labor.

The Contractor shall comply with the provisions of California Labor Code Section 1773.8 which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

The Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) 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 the work or craft in which the worker is employed for any public work done under the Contract by Contractor or by any subcontractor.

Add the following new subsection:

7-2.2.1 Apprentices.

Attention is directed to the provisions of Section 1777.5 and 1777.6 of the labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him/her. The Contractor and any Subcontractor under him/her shall comply with the requirements of said sections in the employment of apprentices.

The Agency will provide notice to the Department of Industrial Relations of any public works Contract using the online PWC-100 form. The online PWC-100 form is also transmitted to the Department of Apprenticeship Standards (DAS) to inform them of the award of a contract. The Contractor and each subcontractor shall also submit a "Public Works Contract Award Information" form (DAS form 140) to inform all applicable apprenticeship committees of the award of a contract. The Contractor and each subcontractor shall provide written evidence to the Agency that the request for dispatch of apprentices to the training agencies has been completed using the DAS 142 form. Contributions to a training fund, or the California Apprenticeship Council, for every worker on the job, are required.

The Contractor and all subcontractors shall submit to the Agency copies of the "Public Works Contract Award Information" forms (DAS form 140) and all requests for dispatch of apprentices on the DAS 142 form. These DAS forms are available from the California Department of Industrial Relations' (DIR) Division of Apprenticeship Standards website link at:

<http://www.dir.ca.gov/DAS/das.html>

The Contractor is not required to use apprentices on projects under thirty thousand Dollars (\$30,000).

7-2.3 Payroll Records.

Add the following after the first sentence:

In accordance with the requirements of the California Prevailing Wage Laws, 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 work. The payroll records shall be certified and submitted to the DIR electronically in accordance with the California Prevailing Wage Laws. Contractor shall be subject to, and fully comply with, all California Prevailing Wage Laws, including, but not limited to, those pertaining to the maintenance and inspection of certified payroll records. Copies of the record of wages paid shall be certified by the Contractor and submitted to the DIR with each progress payment request. In the event of noncompliance with the requirements of this section for payroll records, and upon the request of the DIR, contractor penalties shall be withheld from Contract payments.

7-3 LIABILITY INSURANCE.

Delete this section in its entirety and replace with the following:

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

Without limiting the Contractor's indemnification, it is agreed that the Contractor shall maintain in force at all times the following policy, or policies, of insurance covering its operations:

- (a) **Commercial General Liability (CGL)** – Insurance Work Office Form CG 00 01 covering CGL on an “occurrence” basis, including products, completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
- (b) **Automobile Liability** – Insurance Work Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage. Any and all mobile equipment, including cranes, which are not covered under Automobile Liability, shall have said coverage provided for under Comprehensive General Liability policy.
- (c)
- (c) **Builder’s Risk (Course of Construction)** , utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Certificates of insurance and a complete copy of the insurance policies evidencing the coverages required by the clauses set forth above shall be filed with the Agency prior to the effective date of this Agreement. This is a condition precedent to the formation of any obligation by the Agency to compensate the Contractor under this Agreement.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used), unless otherwise approved in advance by City.
2. For any claims related to this Project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear. If the Project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such Projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the Contract or the beginning of Contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of Contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract effective date, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of Contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise approved by the City.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers'**

Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this Contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Contractor agrees to assist in every manner possible in the reporting and investigation of any accident and, upon request, to cooperate with all interested insurance carriers in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required for the resolution of any claim or lawsuit.

Nothing contained in these insurance requirements is to be construed as limiting the type, quality or quantity of insurance that the Contractor should maintain, or the extent of the Contractor's responsibility or liability for payment of damages resulting for the Contractor's operations under the contract. The carrying of the insurance specified herein shall not be construed to be a limitation of liability on the part of the Contractor or as a matter of law.

Add the following new subsection:

7-3.1 Failure to Procure Insurance.

Failure to Procure Insurance. Contractor's failure to procure or maintain required insurance program shall constitute a material breach of Contract under which the Agency may immediately terminate the Contract or, at its discretion, procure or renew such insurance to protect the Agency's interests and pay any and all premiums in connection herewith, and recover all monies so paid from Contractor, or deduct all monies so paid from payments due Contractor.

7-5 PERMITS.

Add the following paragraphs:

The issuance of a permit based on Plans, specifications, and other data shall not prevent the Agency from ordering correction of errors in said Plans, specifications, or other data, or

from preventing construction operations being carried on hereunder when in violation of any law, code or ordinance.

The Contractor shall submit to the Engineer for review and approval a completed *City of Vista Storm Water Management Permit* application (see Appendices or contact the Agency for forms and instructions). As part of the permit application, the Contractor must submit a Storm Water Pollution Prevention Plan (SWPPP) (if required) to the Engineer for review and acceptance as required by the Regional Water Quality Control Board. The Contractor shall comply with all provisions of the permit throughout the course of the Work. The permit must be approved by the Engineer prior to starting work. The Contractor shall include all costs for obtaining and complying with the requirements of the permit in the various items of work, and no additional compensation will be paid.

Compliance with the provisions of this section shall be considered as included in the various Contract items of work to which such regulations are applicable and no additional compensation shall be allowed therefore. Further, the enforcement of any requirements of the permits required during the performance of the Contract work shall not be made the basis for additional compensation.

If the Contractor is required to obtain permit(s) from other agency (agencies) to complete the Work in accordance with the Drawings and Project Specifications, the Agency will compensate the Contractor for the actual cost of the permit fee unless otherwise specified that the Contractor is responsible to pay the fee. The Contractor shall include all other costs associated with obtaining permits in various bid items for which the permit is required, and no additional compensation will be paid.

Add the following new subsections:

7-5.1 City of Vista Business License.

7-5.1 City of Vista Business License. A City of Vista Business License is required of the Contractor and all his/her Subcontractors prior to execution of the Contract. A fee will be charged for any new Business Licenses or renewal of any expired Business Licenses.

7-5.2 City of Vista No-Fee Construction Permit.

7-5.2 City of Vista No-Fee Construction Permit. After execution of the Contract and prior to beginning work, the Contractor shall apply for and obtain a no-fee Construction Permit from the Agency. Prior to applying for the permit, the Contractor shall first submit the following documents to the Engineer with proof that the policies / licenses are current:

- 1] **Contractor's License** of appropriate classification.
- 2] **City of Vista Business License** [see Subsection 7-5.1 ("**City of Vista Business License.**")]
- 3] **General Liability Insurance Certificate.** The Certificate shall be issued with the Agency listed as the Certificate Holder. The Agency shall also be listed as an additional

insured. See the Supplementary General Provisions for additional Certificate requirements and the amounts and types of liability coverage. If any Subcontractor does not have the amount of liability insurance required in the Project Specifications, the General Contractor must produce evidence that the Subcontractor's work is covered by the General Contractor's liability insurance policy.

- 4] **Worker's Compensation Insurance Certificate.** The Certificate shall be issued with the Agency listed as the Certificate Holder.
- 5] **Waste Management Permit Application.** The Contractor shall be required to recycle at least fifty percent (50%) of the generated waste in accordance with Vista Municipal Code Chapter 13.17.

A permit will be issued by the Agency to the Contractor covering the Contractor and all Subcontractors.

7-5.3 City of Vista No-Fee Building Permit.

7-5.3 City of Vista No-Fee Building Permit. After execution of the Contract and prior to beginning work, the Contractor shall apply for and obtain a no-fee Building Permit at the Agency's Community Development Department, 200 Civic Center Drive, Vista, CA 92084-6275, for any project which includes, but not limited to, the demolition or construction of a building or similar structure, or electrical installations, before commencing any work. The plans for projects requiring a Building Permit are typically reviewed and are pre-approved by the Agency's Building Department. All inspections related to the Building Permit must be arranged with the Building Department. All work covered by the Building Permit must be inspected and approved by the Building Inspector prior to acceptance by the Agency.

7-6 THE CONTRACTOR'S REPRESENTATIVE.

Replace the first two sentences with the following:

Before starting the Work, the Contractor shall provide in writing to the Agency a list of the representatives with local area codes and telephone numbers of at least two (2) persons in charge of or responsible for the Work, who can be reached for emergency work twenty-four (24) hours a day, seven (7) days a week.

Replace the third and fourth sentences with the following:

Contractor shall have on the site, at all times, a Superintendent who will be in charge of all aspects of the Contractor's work. The Superintendent shall be the individual authorized to receive directions from the Engineer of the Project and who will at all times act as the Contractor's representative. Any order or communication given to the Superintendent shall be deemed delivered to the Contractor. Contractor shall only replace the Superintendent upon written approval of the Agency. The Agency shall have the right to request that the Contractor

appoint a new Superintendent if the Engineer or the Agency determines that such a replacement would be in the best interest of the Project.

Add the following paragraphs:

The Contractor shall submit a daily report to the Engineer from the Contractor and all subcontractors, on forms approved by the Engineer. The report shall include a listing of all labor, materials and equipment involved for that working day. Failure to submit the daily report by the close of the next working day shall be just cause for the Agency to dispute progress pay requests. The Contractor shall coordinate daily with the Engineer to reconcile the report, and it shall be signed by both the Engineer and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through the Contractor. The report shall:

- 1] Show names of workers, classifications, and hours worked.
- 2] Show type of equipment, size, identification number, and hours of operation.
- 3] Describe the work done that working day, and what work was completed.
- 4] Describe status of any unresolved issues in such detail as the Agency may require.

7-7 COOPERATION AND COLLATERAL WORK.

Replace the first paragraph with the following:

Nothing contained in these documents shall be interpreted as granting to the Contractor exclusive occupancy of the construction site for the Work. Should construction be under way or subsequently begun by other forces or by other contractors within or adjacent to the limits of the Work, or in the vicinity of the Work to be done under this Contract, the Contractor shall so conduct his operations as to interfere to the least possible extent with the Work of such other forces or contractors. If the performance of this Contract is likely to be interfered with by the simultaneous performance of some other forces or contractors, the Engineer will decide which contractor shall continue or whether the Work can proceed simultaneously.

Any difference or conflicts that may arise between the Contractor and such other forces or contractors because of delays or hindrance to each other, shall be adjusted and determined by the Engineer. If the Work of the Contractor is delayed because of any acts or omissions of any other contractor or force, the Contractor shall on that account have no claim for additional compensation or extra cost against the Agency.

Add the following paragraphs:

The Contractor shall perform the Work in such a manner as to maintain in operation all existing utilities and other public services. The Contractor shall allow operations and maintenance crews from any utility or other public service agency to access their facilities at any time. Owners of the various utilities, and / or facilities at or near the Project site are as follows:

UTILITY	OWNER
Gas and Electric Power Transmission and Distribution Facilities	San Diego Gas & Electric Company (SDG&E)
Telephone and Communication Facilities	AT&T Corporation
Cable Television and / or Communication Facilities	Cox Communications, Inc. , Times Warner Cable, Crown Castle and/or Coastal
Sewer	City of Vista Public Works and Buena Sanitation District
Traffic Signals, Street Lights, and Fiber Optic Communication Facilities	City of Vista Public Works
Storm Drains	City of Vista Public Works
Well Water Distribution or Irrigation	City of Vista Public Works
Water	Vista Irrigation District (VID)
Bus / Railroad	North County Transit District (NCTD)
State Highways	California Department of Transportation (Caltrans), District 11

The following scheduling information is provided for the Contractor's information, but it does not alter the Contractor's responsibility.

- 1] The Contractor shall obtain a City of Vista Building permit prior to commencing any electrical work as detailed in Section 7-5 above. The Contractor shall contact The City of Vista Building Department for inspection of the meter pedestals, circuit breakers, wiring, and appurtenances.
- 2] Cox Communications (CC) [(and/or Times Warner Cable (TWC)] will pull in conductors and activate and activate the underground cablevision system after CC's [or TWC's] acceptance of Contractor's underground cablevision system conduits and appurtenances.

7-8 WORK SITE MAINTENANCE.

7-8.1 General.

Replace the second paragraph with the following:

The Contractor and all Subcontractors are required to clean up the site on a daily basis. This cleanup shall include, but not be limited to, the Contractor furnishing and operating a self-loading motorized street sweeper equipped with a functional water spray system or by hand (depending on the size of the daily job/cleanup), removal of all construction material that is no longer needed on the job site, daily removal of all construction rubbish/trash away from the job site, proper storage of all construction equipment including traffic control devices that are not in use. The sweeper shall clean all paved areas within the Work site and all paved routes at least once each working day for the purpose of keeping paved areas acceptably clean

whenever construction, including restoration, is incomplete. It shall be the Contractor's responsibility to keep vehicle and pedestrian travel ways broom clean at all times. Failure to comply with these daily cleanup requirements may result in the Agency performing the cleanup work and deducting the cost from the Contractor's payment(s).

The sweeper shall be certified to conform to the South Coast Air Quality Management District's (SCAQMD) (California) Rule 1186 requirements, which limit the amount of very fine particles of dust that can become airborne during sweeping operations. For additional information regarding SCAQMD's Rule 1186, go to Internet URL website link at:

<http://www.aqmd.gov/rules/doc/r1186/r1186 equip.pdf>

Upon completion and before making application for acceptance of the Work, the contractor shall clean the construction site and all ground occupied by him in connection with the Work of all rubbish, excess materials, temporary structures, and equipment. All parts of the Work area shall be left in a neat and presentable condition.

Care should be taken to prevent spillage on streets over which hauling is done, and any such spillage or debris deposited on streets due to the Contractor's operation shall be immediately cleaned up.

The Contractor shall remove and dispose of all structures, debris, or other obstructions to the construction of the Work as specified. Where such obstructions consist of improvements not required by law to be removed by the owner thereof, all such improvements shall be removed, maintained, and permanently replaced by the Contractor at his expense as required for performance of the Work.

The Contractor shall furnish all water necessary for compaction, cleaning, flushing, dust control, etc.

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the Work, or by public traffic, either inside or outside the right-of-way.

Full compensation for conforming to the requirements of this Subsection **7-8.1** shall be considered as included in the various items of work involved and no additional compensation shall be allowed therefor.

Add the following paragraphs to this subsection:

EDCO Waste and Recycling Company has an exclusive franchise agreement with the Agency for waste hauling. If the Contractor requires waste disposal service, that service must be provided by EDCO. The Contractor is to make his own arrangements with EDCO and pay for all waste disposal, which is to be included in his overall Contract bid.

As a result of AB 939, the Agency has established a Construction and Demolition (C&D) Recycling Ordinance (Vista Municipal Code Chapter 13.17) to help divert waste from landfills and to comply with mandates of the California Integrated Waste Management Board (per City

of Vista Ordinance No. 2006-19). Many of the materials generated from construction and demolition projects can be recycled or reused. The Agency requires any contractor that generates debris to use a recycling service (EDCO or other Agency-approved recycling company) and fill out a Waste Management Plan (WMP). The Contractor shall cooperate with the Agency's Inspector and Agency's Waste Management Compliance Officer in completing the WMP prior to obtaining the required "No Fee" Construction Permit. If you have any questions about the Agency's Construction and Demolition Recycling Ordinance or how to get a copy of this form, please contact Jason Cristman at 760-726-1340 x 1264.

The Contractor shall provide copies of all receipts from EDCO and include all demolition costs in his construction bid.

Full compensation for furnishing all labor, materials, equipment and incidentals for clean-up and dust control as specified, including weekends and other non-working days at the Agency's request, shall be considered as included in related items of work and no additional compensation will be allowed therefore.

7-8.2 Air Pollution Control.

Add the following paragraph:

All cold milling equipment, sandblast pots over one-hundred pounds (100 lbs.), portable engines over fifty horsepower (50 HP), and auxiliary engines on construction equipment which are not used to drive equipment require permits from the San Diego County Air Pollution Control District (SDAPCD). The Contractor must obtain and maintain all required permits, and follow all permit requirements.

7-8.3 Noise Control.

Add the following paragraphs:

The Contractor shall comply with local ordinances regulating noise level (see Vista Municipal Code Chapter 8.32).

All construction activities (including, but not limited to, the use of tools, machinery or equipment used in connection with construction operations), regardless of hours of operation, shall be kept below an average hourly sound level of seventy-five (75) dBA Leq measured at fifty feet (50') from the noise source. A noise level limit of ninety-five (95) dB at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. Examples include but are not limited to: equipment startups, equipment staging in or near the project, truck deliveries to the project, construction traffic loud talking, etc.

This ordinance applies to all grading operations and all public improvement construction on private or public property.

The Contractor shall not perform high-noise producing work (e.g. jack-hammering, saw-cutting, sand blasting, cold milling, compacting, etc.) between the hours of 10:00PM and 7:00AM, unless the Contractor is directed to perform work at night as part of a unique project, to avoid excessive impacts to traffic, businesses, or schools. The Contractor shall provide written notification to all residential properties within five hundred feet (500') of the work zone at least seventy-two (72) hours in advance of performing: 1) work during these hours; 2) high-noise producing during working hours. The proposed notification form and list of properties shall be submitted to the Engineer for approval.

Stationary construction equipment shall be placed such that emitted noises are directed away from sensitive noise receivers such as residential uses. The Contractor shall make every effort to create the greatest distance between noise sources and receptors during construction operations.

The Contractor shall use only such equipment on the Work and in such state or repair, that the emission of sound therefrom is within the noise tolerance level of that equipment, as established by accepted standards of the industry. Should the Agency determine that the muffling device on any equipment used on the Work is ineffective or defective so that the noise tolerance of such equipment, as established by accepted standards of the industry, is exceeded, such equipment shall not, after such determination by the Agency, be used on the Work until its muffling device is repaired or replaced so as to bring the noise tolerance level of such equipment within such standards.

7-8.4 Storage of Equipment and Materials.

7-8.4.1 General.

Add the following paragraphs:

For the MOONLIGHT AMPHITHEATRE RESTROOM PROJECT, the Contractor may use available spaces at the Brengle Terrace Park, parking lot 1200 Vale Terrace Drive, , as a staging area, at his own risk and as pre-approved by the City.. The Contractor shall return the site to its pre-existing condition after using any area for staying or storing materials or equipment.

The Contractor shall obtain and maintain, at his own cost, a construction staging area outside of the right of way or outside the boundaries of the Agency's property, unless a staging area is specifically shown on the Plans or described in the specifications. Any posted signs for or related to the staging area must be of professional quality and approved by the Engineer prior to placement. The staging area must be established, maintained and removed in a manner acceptable to the Engineer and the owner of the land where the staging area is situated. The Contractor shall be solely responsible for the security and liability of the staging area. The staging area maybe fenced, lighted and locked. Guard dogs are not allowed at the construction staging area. Such staging areas shall meet all requirements of applicable standards, codes, ordinances and laws, and shall be established at least five (5) Working Days prior to commencement of work.

When any product, material or equipment is to be stored outside the highway or street right-of-way or Agency property, the Contractor shall first obtain written permission from the

property owner on whose property the storage is to be made. The Contractor shall file with the Engineer an original permission letter, together with a written release from the property owner absolving the Agency or its employees from any and all responsibility in connection with storage of materials, products or equipment on said property.

Add the following subsection:

7-8.4.3 Storage on Private Property.

7-8.4.3 Storage on Private Property. The Contractor and all Subcontractors shall minimize the effects of construction operations upon private properties adjacent to the Work.

Prior to storing equipment or material on private property, the Contractor shall provide copies of all letters of permission or written agreements executed by affected property owners for the purpose of granting trespass rights to enter upon, stockpile or store Contractor's supplies and equipment to the Engineer. The Contractor shall, as a penalty to the Agency, forfeit **one hundred dollars** (\$100) per day as a fine for each parcel as determined by the Engineer for failure to provide copies of such documentation to the Engineer prior to storing equipment or material on private property. Said fine or fines will be deducted from the Contractor's subsequent monthly progress payment. The Contractor is solely responsible to initiate contact and negotiate agreement with property owners if the Contractor should desire to use private property for storage or other purposes.

Materials or equipment placed on private property without owner's consent or in breach of owner/contractor Contract shall constitute ground for immediate issuance of a stop work notice to the Contractor. The Contractor shall then be required to suspend all operations until affected property is cleaned up and restored to original condition. Additional Contract days will not be granted due to stop work action against Contractor.

7-8.6 Water Pollution Control.

7-8.6.1 General.

Add the following to this subsection:

The Contractor shall adhere to, the requirements of the San Diego Regional Water Quality Control Board (RWQCB). All work shall be performed in accordance with ORDER NO. R9-2013-0001, AS AMENDED BY ORDER NOS. R9-2015-0001 AND R9-2015-0100 NPDES NO. CAS0109266 - NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT AND WASTE DISCHARGE REQUIREMENTS FOR DISCHARGES FROM THE MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4s) DRAINING THE WATERSHEDS WITHIN THE SAN DIEGO REGION, which can be found on the Internet at:

http://www.waterboards.ca.gov/rwqcb9/water_issues/programs/stormwater/index.shtml

The Contractor shall adhere to, and shall perform in accordance with the requirements of Vista Municipal Code Chapter 13.18 – Storm Water Management and Discharge Control Program.

As part of the application for City of Vista Storm Water Management Permit, the Contractor shall submit an erosion control plan showing all pollution prevention, erosion and sediment control, and site management practices, to the City Engineer for review and approval, and shall implement and maintain all appropriate measures to prevent polluted discharges from entering storm water conveyance facilities (e.g. channels, storm drains, and water bodies). The Storm Water Management Permit application and erosion control plan must be prepared and submitted by the Contractor and approved by the City Engineer before any land disturbance activities can take place on the construction site.

For projects not subject to the Construction General Permit, before commencement, and until final acceptance of the Work by the City, the Contractor shall provide all measures necessary to avoid erosion and adverse drainage conditions, in conformance with the current Order and the City of Vista Grading Ordinance.

7-8.6.1.1 Compliance.

Add the following to this new subsection:

The Contractor shall make every effort to comply with the provisions of this subsection. However, should the Contractor violate any of the provisions of this subsection, or if pollution occurs in the work area for any reason, the Contractor shall immediately notify the City Engineer. If an unmitigated non-storm water discharge leaves the construction site, the Contractor shall immediately stop all the activity causing the discharge and mitigate the discharge and immediately notify the City Engineer or call the Storm Water Hotline at 760-726-1340 X 1686. In addition the Contractor shall, with seven (7) calendar days, submit written confirmation to the City Engineer describing the incident and corrective actions taken. If pollution, for whatever reason, is detected by the City Engineer before notification by the Contractor, the required written confirmation shall also include any explanation of why the Contractor had not notified the City Engineer.

As soon as practical, any and all waste material, sediment, debris or other pollution from any discharge shall be removed from the work area and/or the drainage system by the Contractor. Any remedial actions will be the sole responsibility of the Contractor.

The Agency may make any further corrective actions, as deemed necessary, for abatement of water pollution if the Contractor has violated any of the provisions of this subsection. The Contractor shall be responsible for all costs incurred for the corrective actions. Failure to comply with the requirements of this subsection may result in the suspension of Work per Subsections **6-3** and **6-6.3** (“**SUSPENSION OF THE WORK.**” and “**Payment for Delays.**”). The City’s Municipal Code (Vista Municipal Code) Section 13.18.200 allows for administrative, misdemeanor penalties, infractions, and civil actions for non-compliance and enforcement actions that include stop work orders. Failure may also result in significant fines and possible imprisonment. A prosecuting authority may assess fines of up to \$37,500 per calendar day

for each violation. The Contractor shall also reimburse the Agency for any fines assessed against and paid by the Agency and that are the result of the Contractor's failure to comply with these specifications.

Compliance with the requirements of this subsection shall in no way relieve the Contractor from its responsibility to comply with other provisions of the Contract, in particular its responsibility for repair of damage and for preservation of property.

7-8.6.2 Best Management Practices (BMPs).

Add the following to this subsection:

Prior to commencement of any land disturbance activities, the Contractor shall educate all employees, subcontractors, and suppliers about storm water pollution prevention and mitigation measures needed during various construction activities to prevent the impacts originating from construction discharges. The Contractor shall ensure that all personnel are periodically trained in storm water and urban runoff management. A list of attendees and copies of the educational materials shall be kept on file at the site and submitted to the City Engineer at the conclusion of each training session, upon request.

The Contractor shall designate a qualified person who is trained and competent in the use of Best Management Practices (BMPs) and who shall be on the site daily to evaluate the conditions of the site with respect to storm water pollution prevention. This person shall ensure the implementation of the conditions of the City of Vista Storm Water Management Permit, erosion control plan, Contract Documents, and other State and local regulations and ordinances with respect to the control of erosion, sediment and other forms of water pollution, as well as other waste management regulations.

The Contractor shall implement pollution control measures and BMPs to prevent the impounding of runoff, nuisance water, sediment movement, and debris movement from the construction site onto adjacent properties or from adjacent properties onto the construction site. If the City Engineer determines that the Contractor's measures are not adequate, the Contractor shall provide whatever additional measures are required to gain compliance.

The Contractor shall protect with BMPs, such as gravel bags and filter fabric, all new and existing storm water conveyance system structures and other facilities from sedimentation or other related construction debris and discharges, or by any other equal product that is acceptable to the City Engineer. The Contractor shall schedule and conduct land disturbance operations, such as demolition, clearing, and grading, to minimize or avoid rain fall induced erosion and sediment discharges and prevent tracking at the construction site during ingress and egress. Water pollution control activities shall also consist of implementing good housekeeping BMPs to reduce the discharge of pollutants from construction sites. Such features as drainage gutters, slope protection blankets, and retention basins, if applicable to the site as described in the erosion control plan, shall be constructed prior to start of work. The Contractor shall prevent any discharge of concrete rinse water or other pollutant into a storm water conveyance facility by using physical barriers.

The Contractor shall maximize the preservation of existing native and non-native vegetation and minimize soil disturbance within the limits of Work.

The Contractor shall show on the erosion control plan all water pollution, erosion control, and sediment control BMPs for the Work including the locations for concrete washout, vehicle maintenance, staging, dispensing of fuel, and storage areas. Further, the Contractor shall show all pollutant control measures or BMPs to be used to confine construction waste in designated areas, including construction entrance stabilization and wheel-wash measures to reduce the tracking or deposition of sediment onto public and private roads.

During the dry season (May 1 through September 30 each year), the Contractor shall inspect at least monthly all pollutant control measures or BMPs installed to mitigate construction activities during the dry season. During the rainy season (October 1 through April 30 each year), the Contractor shall inspect at least weekly all pollutant control measures, inspect before and after every rain event and every twenty-four (24) hours during any prolonged rain event.

The Contractor shall implement the following water pollution control measures:

(a) Minimum Water Quality Protection Requirements:

- (1) Eroded sediments and other pollutants must be retained on site and may not be transported from the Work site via sheet flow, swales, area drains, natural drainage, tracking by vehicles or equipment, or wind. Erosion from slopes and channels shall be controlled by implementing an effective combination of BMPs, such as the limiting of grading scheduled during the rainy season; planting and maintenance of vegetation on slopes; and cover to prevent or minimize erosion of susceptible slopes.
- (2) Stockpiles of earth and other work-related materials must be protected from being transported from the site by wind or water.
- (3) Fuels, oils, solvents, and other toxic and non-toxic substances shall be stored in accordance with the manufacturers' instructions. All storage containers shall be protected from the weather. Fuels, oils, solvents, and other toxic substances originating from the Contractor's operations shall not be allowed to contaminate the soil, storm water or surface waters or enter the ground water or be placed where they will enter a live stream, channel, drain, or other water conveyance facility.
- (4) The Contractor may not wash excess or waste concrete onto the ground or into the public rights of way or any drainage system. Provisions shall be made to retain concrete wastes onsite with containment until it can be appropriately disposed of or recycled.
- (5) Trash and construction-related solid wastes must be deposited into a covered receptacle to prevent contamination of rainwater and dispersal by wind.
- (6) Vehicle and equipment traffic shall not track sediments and other materials from the construction site. The Contractor must stabilize the entrance roadways to the construction site to inhibit sediments from being deposited into the public rights of ways. Accidental depositions must be swept up immediately and may not be washed down by rain or by any other means. All loose soil and debris shall be

removed from street areas upon starting operations and periodically thereafter as directed by the City Engineer.

- (7) Non-storm water, wash water and runoff from equipment and vehicle washing and any other activity shall be contained at the construction site.
- (8) The Contractor shall protect all new and existing storm drain system structures from sedimentation, or other construction related debris and discharges with gravel bags and filter fabric or by any other equal product or measure acceptable to the City Engineer. Accumulated debris shall be cleaned up and properly disposed of by the Contractor to prevent the materials from entering or being carried into storm water conveyances.
- (9) When making sawcuts in pavement, use as little water as possible and perform during dry weather. Cover each storm drain inlet completely with filter fabric or plastic during the sawing operation and contain the slurry by placing straw bales, sandbags, or gravel dams around the inlets. After the liquid drains or evaporates, shovel or vacuum the slurry residue from the pavement or gutter and remove from site. Alternatively, a small onsite vacuum may be used to pick up the slurry as this will prohibit slurry from reaching storm drain inlets.
- (10) Pavement marking:
 - Schedule pavement marking activities for dry weather.
 - Develop paint handling procedures for proper use, storage, and disposal of paints.
 - Transfer and load paint and hot thermoplastic away from storm drain inlets.
 - Provide drop cloths and drip pans in paint mixing areas.
 - Properly maintain application equipment.
 - Street sweep all grindings. Yellow thermoplastic grindings may require special handling as they may contain lead.
 - Paints containing lead or tributyltin are considered a hazardous waste and must be disposed of properly.
 - Use water based paints whenever possible. If using water based paints, clean the application equipment in a sink that is connected to the sanitary sewer.
 - Properly store leftover paints if they are to be kept for the next job, or dispose of properly.
- (11) After the completion of the Work, the construction site shall be cleared of trash and debris and restored to a condition equal to or better than that existing before construction by completing all approved landscaping and permanent or post-construction sediment controls.

(b) Erosion Control Plan

Whenever it appears that the construction site will have grading during the rainy season, or as requested by the City Engineer, the Contractor shall be prepared to execute a rain event action plan based on implementation of BMPs as specified in the Project's Erosion Control Plan.

The Contractor shall mark with a stencil, concrete stamp, or ceramic tile every storm drain inlet within the Project boundaries to indicate that no dumping is allowed in storm drainage facilities that discharge in the ocean. The stencil or tiles are available from the City Engineer, with five (5) Working Days advance notice. On curb inlets, the stencil shall be placed at the curb line on the inlet roof, the stamp should be placed on the inlet roof or in the sidewalk

behind the inlet, and the tile shall be affixed to the gutter with pavement-marker adhesive or inset in the concrete in the center of the inlet opening. On catch basins, the stencil, stamp, and tile shall be placed or imprinted next to the inlet grate. Extra concrete may be required next to the grate to accommodate the stencil, stamp, or tile dimensions.

7-8.6.5 Payment.

Replace the paragraphs in this subsection with the following:

All costs for the work required to comply with the requirements of this subsection shall be included in the bid item for Storm Water Pollution Prevention and Erosion Control as shown on the **BID SCHEDULE**. If no bid item is provided, the cost of the work required to comply with this subsection shall be considered as included in the prices bid for the various items of work.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

Add the following paragraphs:

The Contractor shall exercise due care to avoid injury to existing improvements or facilities, utility facilities, signage, adjacent property, trees, turf, lawn and shrubbery that are to be relocated or not to be removed.

All trees, turf, lawn, and shrubbery that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and waterlines, highway or street signs and facilities, and any other improvements or facilities within or adjacent to the Work shall be protected from damage. The Contractor shall provide and install suitable safeguards to protect such objects from damage. Relocations, repairs, replacements or reestablishments shall be equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified as approved by the Engineer.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect, as may be necessary, all foundations and other parts of all existing structures, and all portions of other existing facilities including waterlines, storm drains, and sewer lines, adjacent to and adjoining the site of the Work, which are in any way affected by the excavations or other operations connected with the performance of the Work.

The Contractor shall maintain all existing roadside mailboxes and official signs other than those called for removal, including but not limited to directional, warning, advisory, regulatory and street markers. The mailboxes and signs shall be maintained in an erect and functional position and condition at all times during the construction period in either temporary or permanent location as designated by the Engineer. Any of these facilities which are damaged or lost shall be replaced by the Contractor at no cost to the Agency.

The Contractor shall maintain in operation all existing traffic signals and street lighting for the benefit of the public during the progress of the Work. Existing electric services, traffic signal equipment, traffic signs, and street lights that are being replaced or relocated shall remain in service until the replacement facilities are installed and operational or useable).

All costs involved in protection and restoration of existing improvements shall be included in related items of work and no additional compensation shall be allowed therefore.

7-10 PUBLIC CONVENIENCE AND SAFETY.

7-10.1 Access.

7-10.1.1 General.

Add the following paragraphs:

The Contractor shall make every effort to keep driveways open during working hours. After hours all driveways shall be accessible with smooth and safe crossings through the construction.

7-10.1.1.2 Pedestrian Access.

Add the following paragraph:

For the **MOONLIGHT AMPHITHEATRE RESTROOM PROJECT - CIP 8318**, pedestrian access to amphitheater must be maintained to allow access to for scheduled performances. .

7-10.4.2 Safety Orders.

7-10.4.2.1 General.

Add the following paragraphs to this subsection:

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work, and the Contractor shall fully comply with all OSHA, State and Federal laws, rules, regulations and orders relating to safety of the public and workers.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations, and when in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property adjacent to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as may be necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses by the Agency for emergency repairs will be deducted from the progress payments and the final payments due to the Contractor. However, if the Agency does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

The acceptance by the Agency of a copy of the State of California Department of Industrial Relations Division of Occupational Safety & Health (CalOSHA) permit to perform excavation or trench work shall in no way be construed to impose tort liability on the Agency or any of its officers or employees by reason of any damage to person, including death or property damage resulting from or arising out of the use of such plan, and the Contractor shall be fully responsible for any such damage and shall indemnify and hold harmless the Agency, its officers and employees from any loss or liability resulting from the use of such plan.

7-10.5 Security and Protective Devices.

7-10.5.3 Steel Plate Covers.

Add to this subsection the Special Provisions listed in Subsection 7-10.5.3 (“Steel Plate Covers.”) in the latest edition of the San Diego Regional Supplement to the Greenbook with the following modifications:

Revise c) of the second paragraph of Subsection 7-10.5.3 (“Steel Plate Covers.”) in the latest edition of the San Diego Regional Supplement to the Greenbook to read as follows:

The surface of all structural steel plate covers used by the Contractor to bridge any excavation in the public right-of-way shall have a non-skid coating (“Skid Guard” or equal) with a minimum coefficient of friction = 0.35 per California Test Method 342 for all traffic steel plate covers within the traveled roadway of streets and alleys, and a minimum coefficient of friction of 0.50 per ASTM C 1028 for those steel plate covers in pedestrian crosswalks or accessible areas. The non-skid coating shall be black. When required by the Engineer, the Contractor shall certify in writing to the Agency that the steel plate covers to be used in the Work meet the required static coefficient of friction. Also when required by the Engineer, the Contractor shall have the steel plate covers to be used in the Work tested in accordance with the above standards for the verification of the required static coefficient of friction. Testing shall be done by an independent laboratory approved by the Engineer. The Contractor shall pay for any costs associated with the testing of the steel plate covers.

Replace the third paragraph of Subsection 7-10.5.3 (“Steel Plate Covers.”) [Method 1) and Method 2)] in the latest edition of the San Diego Regional Supplement to the Greenbook to read as follows:

Within any improved area (adjacent surface to trench is either asphalt or concrete), trench steel plate covers shall be recessed into the existing paved roadway surface equal to the depth of the plate thickness and to a width and length equal to the dimension of the plate by cold-milling.

Add the following paragraph to the end of Subsection 7-10.5.3 (“Steel Plate Covers.”) in the latest edition of the San Diego Regional Supplement to the Greenbook:

Payment for performing all work necessary to provide Steel Plate Covers shall be included in the various items of work that required the steel plate covers and no additional compensation will be allowed therefore.

7-11 PATENT FEES OR ROYALTIES.

Replace the subsection in its entirety with the following:

The Contractor shall absorb in its Bid all costs arising from the use of patented materials, equipment, devices, or processes used in or incorporated in the Work and agrees to indemnify and hold harmless the Agency and its duly authorized representatives, from all suits of law, or actions of every nature for or on account of the use of any patented materials, equipment, devices or processes.

Add the following new subsections:

7-15 RESPONSIBILITY FOR DAMAGE.

7-15 RESPONSIBILITY FOR DAMAGE. In addition to the provisions of Subsection **7-3** (“**Liability Insurance.**”) of the Standard Specifications as between the Agency and the Contractor, the Contractor shall take and assume all responsibility for the Work as stated herein and/or shown on the Plans.

The Contractor shall bear all losses and damages directly or indirectly resulting to him, to the Agency, the Engineer, their officers, employees, and agents, or to others on account of the performance or character of the work, unforeseen difficulties, accidents or any other causes whatsoever.

The Contractor shall assume the defense of and indemnify and save harmless the Agency, the Engineer, their officers, employees, and agents respectively from all claims, loss, damage, injury and liability of every kind, nature, and description, directly or indirectly arising from the performance of the Contract or work, regardless of responsibility for negligence; and from any and all claims, loss, damage, injury, and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the Contract, regardless of responsibility for negligence.

The Agency does not, and shall not; waive any rights against the Contractor which it may have be reason of the aforesaid hold harmless agreements, because of the acceptance by the Agency or deposit with the Agency by Contractor, of any insurance policies required herein or as described in Subsection **7-3**. The aforesaid hold harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by reason of any of the aforesaid operations of Contractor, or any Subcontractor, regardless of whether or not such insurance policies are determined to be applicable to any of such damages or claims for damages.

No act by the Agency, Engineer or their representatives in processing or accepting any plans, in releasing any bond, in inspecting or accepting any work, or of any other nature, shall in any respect relieve the Contractor or anyone else, from any legal responsibility, obligation or liability he might otherwise have.

7-16 INDEMNIFICATION.

7-16 INDEMNIFICATION. Contractor shall defend (with counsel of Agency’s choosing), indemnify and hold the Agency, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by Subcontractors for nonpayment, including without limitation the payment of all consequential damages and other related costs and expenses. Contractor shall defend, at Contractor’s own cost, expense and risk, with counsel of Agency’s choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Agency, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Agency, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse Agency, its officials, officers, agents, employees and representatives for any and all costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

7-17 EMERGENCY PHONE NUMBERS.

7-17 EMERGENCY PHONE NUMBERS. The Contractor shall provide the Engineer an emergency contact name and telephone number prior to the start of the Work that may be used to contact the Contractor in the event of an emergency for the duration of the Contract. Contractor shall also keep a list of emergency telephone numbers on the job site. In the case that more than ten (10) employees are on the job site at any time, said list shall be posted on a bulletin board, to be supplied and installed on the job site by the Contractor in a location visible and accessible to all employees.

The following emergency telephone numbers are listed for the convenience of the Contractor to assist in complying with these requirements:

AGENCY	PHONE NUMBER
City of Vista Fire Department (Rancho Dispatch)	858-756-3006
City of Vista Fire Department (Emergency)	911 or 858-756-1126
San Diego County Sheriff’s Office (Emergency)	911
Tri-City Medical Center, 4002 Vista Way, Oceanside, CA 92056	911 or 800-579-8262

AGENCY	PHONE NUMBER
San Diego Gas and Electric	800-611-7343

7-18 DOCUMENT RETENTION & EXAMINATION.

7-18 DOCUMENT RETENTION & EXAMINATION. In accordance with Government Code Section 8546.7, records of both the Agency and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment. Contractor shall make available to the Agency any of the Contractor’s other documents related to the Project immediately upon request of the Agency.

In addition to the State Auditor rights above, the Agency shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the Agency, for a period of four (4) years after final payment.

7-19 STATE LICENSE BOARD NOTICE.

7-19 STATE LICENSE BOARD NOTICE. Contractors are required by law to be licensed and regulated by the Contractors’ State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors’ State License Board, P.O. Box 26000, Sacramento, California 95826.

SECTION 9 – MEASUREMENT AND PAYMENT

9-3 PAYMENT.

9-3.1 General.

Add the following paragraph:

Except as may otherwise be provided in specific instances, nothing in the Contract shall be construed as vesting in the Contractor any property, any material, article or structure existing at the time of the award of Contract within the area in which the Work is to be done or in any material, article or structure subsequently furnished for the Work by the Agency, or in any material, article, structure or Work furnished or performed by the Contractor after having been accounted for on an approved estimate supporting the Contractor's demand for payment as provided in Subsection **9-3 (“Payment.”)** of the Greenbook. In the latter event any such material, article, structure or Work shall become the property of the Agency after being so accounted for.

9-3.2 PARTIAL AND FINAL PAYMENT.

Replace the fifth paragraph of this subsection:

Pursuant to Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any money held by the Agency to ensure performance of the 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 federally chartered bank as an escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to written Contract in accordance with the provisions of Section 22300 of the California Public Contract Code. For purposes of the escrow agreement, the Agency shall not certify that the Contract has been completed until at least forty five (45) calendar days after filing by the Agency of a Notice of Completion. Securities eligible for investment under this Section shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the Agency.

Add the following paragraphs to this subsection:

Requests for partial payments shall be submitted in a form satisfactory to the Agency. At a minimum, the form shall include all bid items, itemized breakdowns of lump sum bid items from the schedule of values (provided by Contractor), unit or lump sum prices bid, the quantities of each bid item for the current and past invoices, the dollar amount of each bid item, a total amount, and the name, address and phone number of the Contractor.

The Contractor shall meet with the Engineer to field measure quantities, and if an agreement is NOT reached, the disputed quantities shall be documented at that time. The Contractor shall not include in his invoice any quantities that have not been approved by the Engineer. The Engineer will not be required to pay for any disputed quantities of work until an agreement is reached with respect to the actual quantity in place. The Engineer may make payments for disputed quantities of work based on his own estimate, until such time that an agreement is reached.

The Agency will make partial payments in accordance with Section 20104.50 of the Public Contract Code, and these specifications. The Agency will pay progress payments within thirty (30) calendar days of receipt of an undisputed, complete and properly prepared payment request from the Contractor, or pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) calendar days, after receipt.

As part of the monthly request for partial payment, the Contractor shall submit:

- 1] A list of all subcontractors who worked on the project, along with their PWC Registration Number, so the Agency can ensure that all contractors and subcontractors are registered as required by Labor Code Section 1771.1;
- 2] Conditional and unconditional lien releases for the Contractor and all subcontractors;
- 3] An updated construction schedule (showing actual progress of the Work);
- 4] The Record Drawings (updated to indicate all changes made up to the end of the billing period).
- 5] Certified payroll records to the Labor Commissioner's Office;

Monthly progress payments are conditioned upon the Agency having received from the Contractor the monthly schedule update and other specified documents.

Contractor shall provide to City, as a condition precedent to the payment of Contractor's final retention, a complete list of all subcontractors who have worked on the Project, including their PWC Registration Numbers. This list must be provided at least 30 days prior to the payment of the final retention and shall be submitted under penalty of perjury.

The Agency is required by State Law to withhold final payment to the Contractor until at least 30 days after PWC-100 information has been submitted to the DIR, including the list of subcontractors who worked on the Project.

Add the following paragraphs to this subsection:

A prime contractor or subcontractor shall pay any subcontractor not later than ten (10) Working Days of receipt of each progress payment for satisfactory performance in accordance with the provision in Section 7108.5 of the California Business Code concerning prompt payment to subcontractors. The ten (10) Working Days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) calendar days may take place only for good cause and with the Agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction, and other remedies of that section.

The Agency will hold retainage from the prime contractor and will make prompt and regular incremental acceptances of portions, as determined by the Agency of the Contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within seven (7) calendar days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Contract work by the Agency.

9-3.3 Delivered Materials.

Add the following paragraph to this subsection:

Progress payments may include payment for specialty materials that will remain permanent features of the Work, not incorporated in the Work, but delivered and suitably stored at the site or at another location, insured and bonded by the Contractor and agreed to,

in writing, by the Engineer. Payment for stored materials will be based on a cost breakdown, acceptable to the Engineer, indicating the value and installation costs of such materials, provided each individual item has a value of more than five-thousand dollars (\$5,000). The Agency will pay a maximum of seventy-five percent (75%) of the value of the material, until such time as the material is permanently installed in the Work. The Contractor shall submit a bill of sale, invoice, or other documentation warranting that the Contractor has received the materials free and clear of liens, charges, security interests, and encumbrances, and evidence that the materials and equipment are covered by appropriate property insurance.

9-3.4 Mobilization.

Delete this subsection in its entirety and replace with the following:

9-3.4 Mobilization and Demobilization. Mobilization and Demobilization shall consist of preparatory work and operations, including, but is not limited to those necessary for the move-on and move-off operations such as:

- 1] Supplying, maintaining, and finally removing temporary facilities; including portable field office, sanitary facilities, electric power, water, telephone and other utilities, enclosures for storage of construction equipment, products / materials and incidentals;
- 2] Furnishing all insurance, bonds, licenses, materials, tools, equipment and incidentals involved in mobilization and preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidental to the project; for all other facilities, sureties, work and operations which must be performed or costs incurred prior to beginning work or various contractor items on or off the project site;
- 3] Making arrangements for construction personnel vehicle parking;
- 4] Application and acquiring permits from other agencies as required for the Project;
- 5] For other items not directly related to the bid items.

Payment for Mobilization and Demobilization shall be paid by the lump sum price bid as shown on the **BID SCHEDULE**. If the Mobilization and Demobilization bid item states a maximum percentage of total base bid on the **BID SCHEDULE**, the Agency reserves the right to conform the bid item price to the maximum stated percentage. When the Agency has to conform the bid item price to the maximum stated percentage, such action does not constitute a reason for the Contractor to withdraw their bid. If no separate item is shown in the bid for mobilization and demobilization, then the Contractor shall include all costs in the various items of work.

Placement of facilities and storage of construction equipment and materials shall be approved in advance by the Engineer. All such facilities and equipment shall remain the property of the Contractor. The Contractor shall be held responsible for all damage caused

during mobilization and demobilization. The Contractor shall leave all storage areas in a neat clean condition, satisfactory to the Engineer and in accordance with the provisions of storage permits set by the property owner.

When a separate bid item is included in the **BID SCHEDULE**, payments for mobilization and demobilization will be made in accordance to the following schedule:

- a] When the approved monthly partial payment estimate of the amount earned, not including the amount earned for mobilization and demobilization, is ten percent (10%) or more of the original Contract amount, twenty-five percent (25%) of the Contract item price for mobilization and demobilization will be included in the estimate for payment.
- b] When the approved monthly partial payment estimate of the amount earned, not including the amount earned for mobilization and demobilization, is twenty- five percent (25%) or more of the original Contract amount, the total amount earned for mobilization and demobilization shall be fifty percent (50%) of the Contract item price for mobilization and demobilization will be included in the estimate for payment.
- c] When the approved monthly partial payment estimate of the amount earned, not including the amount earned for mobilization and demobilization, is fifty percent (50%) or more of the original Contract amount, the total amount earned for mobilization and demobilization shall be seventy-five percent (75%) of the Contract item price for mobilization and demobilization will be included in the estimate for payment.
- d] When the approved monthly partial payment estimate of the amount earned, not including the amount earned for mobilization and demobilization, is seventy-five percent (75%) or more of the original Contract amount, the total amount earned for mobilization and demobilization shall be ninety-five percent (95%) of the Contract item price for mobilization and demobilization will be included in the estimate for payment.
- e] After final acceptance of the Project, the remaining unpaid amount, of the Contract item price for mobilization will be included for payment in the final progress payment.

9-4 BID ITEMS.

Add the following new subsection:

9-4 BID ITEMS. Payment for the work included in each Bid Item shall be made at the actual quantity constructed, using the units listed in the BID SCHEDULE and the Unit Prices included in the BID. All other work shown or mentioned on the Plans, in the Specifications, or in any one of the Contract Documents shall be considered as included in the related Bid Items shown in the BID SCHEDULE. The Contractor must complete all work that is shown or described in the Contract Documents, whether or not there is a specific Bid Item for that work, and no additional compensation will be allowed.

SUPPLEMENTARY TECHNICAL PROVISIONS

MOONLIGHT AMPHITHEATRE RESTROOM PROJECT (C.I.P. No. 8314)

This section makes additions, deletions, or revisions to PART 2 – CONSTRUCTION MATERIALS, PART 3 – CONSTRUCTION METHODS, PART 4 – ALTERNATE ROCK PRODUCTS, ASPHALT CONCRETE, PORTLAND CEMENT CONCRETE AND UNTREATED BASE MATERIAL, AND PART 5 – SYSTEM REHABILITATION of the 2012 Standard Specifications for Public Works Construction (“Greenbook”). As a convenience, these additions and amendments have been arranged in a format that parallels the Greenbook. All sections and subsections which are not changed remain in full force and effect. Additional Special Provision sections and subsections may be included in these supplements which may be written in a format different from that of the Standard Specifications. These additional Special Provision sections and subsections are intended to complement the Standard Specifications.

PART 2 - CONSTRUCTION MATERIALS

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1.1 General.

Add the following paragraph to this subsection after the first paragraph:

Contractor shall furnish the Engineer a copy of the mix design to be used and with legible certified weight-master’s certificate for each load of PCC delivered to the Work. Portland Cement concrete delivered to the project site having a water content and/or slump greater than that specified in the mix design shall be rejected and removed from the Work site.

201-1.4.4 Hand Mixing.

Replace the first sentence with the following:

201-1.4.4 Hand Mixing. Hand mixing concrete shall not be allowed except by prior permission from the Engineer and, if permitted, only when the amount of concrete required is less than one cubic yard (1 yd.³). Prepackaged unmixed concrete shall not be allowed except by prior permission from the Engineer.

201-2 REINFORCEMENT FOR CONCRETE.

201-2.2 Steel Reinforcement.

201-2.2.1 Reinforcing Steel.

Replace the first sentence with the following:

201-2.2.1 Reinforcing Steel. Unless otherwise specified, reinforcing steel, except longitudinal steel, shall be Grade 60 billet steel conforming to ASTM A615.

SECTION 202 - MASONRY MATERIALS

202-2 CONCRETE BLOCK.

Add the following new subsection:

202-2.3 Concrete Segmental Blocks.

202-2.3 Concrete Segmental Blocks. Segmental block retaining walls shall be Keystone “Compac II Units Tri Plane Face” style gravity blocks, with a split-faced surface, or approved equal. The color of the blocks shall be tan, and shall be selected from the standard colors provided by the manufacturer. The Contractor shall provide a submittal for the blocks for approval by the Engineer.

Add this new subsection:

207-27 UNDERGROUND UTILITY MARKING TAPE.

207-27.1 Detectable Underground Utility Marking Tape.

207-27.1 Detectable Underground Utility Marking Tape. Detectable Underground Utility Marking Tape shall have a minimum 0.005” overall thickness, with no less than a 35 gauge (AWG) aluminum foil core. The foil must be visible from both sides. The layers shall be laminated together with the extrusion lamination process, not adhesives. No inks or printing shall extend to the edges of the tape. All printing shall be encased to avoid ink rub-off. Detectable Underground Utility Marking Tape shall conform to the properties listed in **TABLES 207-27.1 (A) and 207-27.1 (B)** below.

**TABLE 207-27.1 (A)
DETECTABLE UNDERGROUND UTILITY MARKING TAPE PROPERTIES**

PROPERTY	METHOD	VALUE
Thickness	ASTM D2103	0.0056”
Tensile strength	ASTM D882	25 lbs/inch (5,500 psi)
Elongation	ASTM D882-88	<50% at break
Printability	ASTM D2578	>50 dynes/cm ²
Flexibility	ASTM D671-81	Pliable hand
Inks	Manufacturing specifications	Heat-set Mylex
Message repeat	Manufacturing specifications	Every 20”
Foil	Manufacturing specifications	Dead soft/annealed
Top layer	Manufacturing specifications	Virgin PET
Bottom layer	Manufacturing specifications	Virgin LDPE
Adhesives	Manufacturing specifications	>30%, solid 1.5#/R
Bond strength	Boiling H ₂ O at 100 degrees Celsius	Five (5) hours without peel

PROPERTY	METHOD	VALUE
Colors	APWA Code	See Table 207-25.1 (B) below

**TABLE 207-27.1 (B)
DETECTABLE UNDERGROUND UTILITY MARKING TAPE COLORS**

COLOR	UTILITY MARKED
Red	Electric power, distribution, transmission, and municipal electric systems.
Yellow	Gas and oil distribution and transmission, dangerous materials, product and steam.
Orange	Telephone and telegraph systems, police and fire communications, and cable television.
Blue	Water systems.
Green	Sanitary and storm sewer systems, nonpotable.

207-27.2 Material Approvals.

207-27.2 Material Approvals. Detectable Underground Utility Marking Tape shall meet the requirements of each of the following agency / association publications:

- (1) Department of Transportation, Materials Transportation Bureau, Office of Pipeline Safety. USAS code for pressure piping B31.8, paragraph 192.321(e).
- (2) National Transportation Safety Board, Washington, DC, Special Study Prevention of Damage to Pipelines. Adopted June 7, 1974. Report NTSB-PSS-73-1.
- (3) American Petroleum Institute (API). Recommended practice for marking buried liquid petroleum pipelines - API RP 1109.
- (4) General Services Administration, Washington, DC, Public Buildings Service Guide Specification for Mechanical and Electrical Equipment - PBS 4-1501, Amendment 2, Page 501-14, Paragraph 18, Subparagraph 18.1, Clause 18.1.1.
- (5) Rural Electrification Authority (REA), U.S. Department of Agriculture, Washington, DC, National Electrical Safety Code for Underground Construction for remote and immediate hazards.

SECTION 212 – LANDSCAPE AND IRRIGATION MATERIALS

212-1 LANDSCAPE MATERIALS.

Revise this subsection to read as follows:

212-1 LANDSCAPE MATERIALS. All landscape materials shall conform to all applicable City of Vista Standard Specifications for landscaping (see list of Appendices in Table of Contents). If not otherwise specified in the City of Vista Standard Specifications for

landscaping, landscape materials shall conform to the Greenbook, the San Diego Regional Supplement to the Greenbook, and these specifications.

212-1.1 Topsoil.
212-1.1.1 General.

Replace this subsection with the following:

All topsoil shall be Class "A" ("imported"), as specified herein.

212-1.2 Soil Fertilizing and Conditioning Materials.
212-1.2.5 Mulch.

Replace this subsection with the following:

All mulch shall be Type 1 (ground wood product) as specified herein.

212-1.5 Headers, Stakes, and Ties.
212-1.5.2 Headers and Stakes.

Replace the first paragraph as follows:

Headers shall be two inch by four inch (2" x 4") inch composite wood (similar to "Trex") except that two one inch by four inch (1" x 6") boards shall be supplied for laminations on turns and curves. Header stock shall be supplied in lengths of at least ten feet (10'). Stakes for headers shall be pointed one and one-half inch by eighteen inch (1-1/2" x 18") long of one-quarter inch (1/4") thick steel and be set at three feet (3') on center with stakes located within one foot (1') of both ends of each header. Header joint splicing shall use four inch x six inch (4" x 6") galvanized steel truss plates.

212-2 IRRIGATION SYSTEM MATERIALS.

Revise this subsection to read as follows:

212-2 IRRIGATION SYSTEM MATERIALS. All irrigation materials shall conform to all applicable City of Vista Standard Specifications for irrigation (see list of Appendices in Table of Contents). If not otherwise specified in the City of Vista Standard Specifications for irrigation, irrigation materials shall conform to the Greenbook, the San Diego Regional Supplement to the Greenbook, and these specifications.

212-3 ELECTRICAL MATERIALS.
212-3.1 General.

Add the following paragraph to this subsection:

All electrical materials used for irrigation shall conform to all applicable City of Vista Standard Specifications for electrical materials for irrigation. If not otherwise specified in the City of Vista Standard Specification for electrical irrigation systems, electrical materials used for irrigation shall conform to the Greenbook, the San Diego Regional Supplement to the Greenbook, and these specifications.

[

PART 3 - CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General.

Add the following paragraphs to this subsection:

Clearing and Grubbing shall include the protection of all items to remain, sawcutting, cold milling AC pavement, demolition of existing improvements, salvaging existing materials (topsoil) and improvements as specified or shown on the Plans, removal of deleterious materials, and proper disposal from the Project site of all existing surface and subsurface materials as required to construct the improvement as shown on the Plans and as described in the Specifications. Typical items to be removed include, but are not limited to, trash, fences, posts, poles, gates, street signs, AC dikes, AC paving, striping (by **grinding**), decorative concrete, concrete driveway entrance, concrete sidewalk, concrete curb and gutter, concrete headwall structures, retaining walls, landscape border logs, decorative walls, concrete pavers, reinforcing steel, rock, boulders and cobbles, trees, stumps and roots, shrubs, other vegetation or organic materials, soil, irrigation systems, spoils, debris, sewer pipe, storm drain pipe, storm drain inlets and grates, electrical conduits and pullboxes, wire, utility cabinets or boxes, drinking fountains, guardrails, delineators, pavement markers, and all other objectionable materials which interfere with the Work whether or not specifically indicated on the Plans or otherwise shown to be protected or relocated. Abandoned utility lines and structures not removed with Engineer's approval shall be filled with blown sand and conduits plugged. Concrete and bituminous pavement shall be removed to neatly sawed edges. Sawcuts shall be to a minimum depth of three inches (3").

Clearing and grubbing shall also include the relocation, adjusting or salvaging of all facilities so indicated on the Plans which are not designated as separate bid items or which are not included in other bid items.

If there are decorative items on private lots, including decorative concrete pavers, decorative wall blocks, rocks used for landscape decoration, boulders, and custom signs, and the Contractor would prefer to salvage items for the property owners, the items shall be removed carefully and placed at a location near the disturbed area on the private property, with the property owner's approval.

The Contractor shall remove existing irrigation systems (including both water supply and water distribution lines, electrical supply, and electrical control elements of the system) that are within the Project limits and place these materials on the property owner's property. Contractor shall cap ends of cut lines and wires, and mark locations with lath so that property owner can locate them later.

Miscellaneous fencing materials may be encountered during Work. The terminal post of each fence removed shall be reinforced by bracing or other appropriate means to maintain the

structural integrity of the portion of fence to remain. Relocation and reconnection of existing fences as shown on the Plans shall include all posts, hardware, and all incidentals necessary to complete the Work.

Terminations for all fire hydrants, WARF type services and associated piping to be removed and salvaged shall be in accordance with the Vista Irrigation District (VID) standards. The minimum requirements shall include removal of piping back to the mainline, closing the valve, and installation of a blind flange and thrust block.

All existing water services shall be relocated or extended to behind curb or behind sidewalk if contiguous to curb. The Contractor shall inspect and verify that the existing service, including the connection at the main, meets current Vista Irrigation District (VID) standards. Where existing services meet VID standards, extension of the service will be allowed at the price bid for water meter relocations.

All existing sewer or water facilities to be abandoned within the proposed Project limits shall be terminated at the mainline in accordance with district requirements. This shall include removal of the sewer and water service back to the main. The sewer lateral shall be capped with a fitting and sealed with concrete at the wye connection. The water service shall be terminated at the corporation stop and the stop closed.

During surface clearing operations, the Contractor shall not cover or bury any plant growth or other objectionable materials on public or private property. If the Contractor cannot successfully separate the plant growth from the surface soil and advertently or inadvertently mixes organic or other objectionable materials with the soil, the soil so contaminated shall be removed from the site by the Contractor. All costs, if any, associated with removing the soil mixed with organic or other objectionable materials and importing soil to replace said contaminated soil shall be borne by the Contractor and no additional payment shall be made to the Contractor.

During grading operations, the Contractor shall provide temporary graded driveways and continuing maintenance thereof to provide safe, smooth, stable and continuous access to all residences and businesses within the Project area. All costs, if any, associated with such grading operations shall be borne by the Contractor and no additional payment shall be made to the Contractor.

Unless otherwise noted on Plans, the Contractor shall protect all existing sewer, water, electric, telephone, communication, television, fire lines, street lights, traffic signal, red light cameras, irrigation, and other utilities, services and systems, whether shown on the Plans or not. The Contractor shall maintain all services in working condition during the course of the Work. The Contractor shall remove all existing abandoned pipelines and conduits of any type or use, and pipelines and conduits of any type or use that are abandoned during the course of the Work and shall replace said pipelines and conduits with properly compacted soils. The Contractor shall immediately restore to full operation any utilities, services or systems that are disturbed during the course of the Work.

300-1.3.2 Requirements.

Revise paragraph a) to read as follows:

- a) **Bituminous Pavement.** Bituminous pavement shall be removed to clean, straight lines. Sawcutting of edges to be joined is required, unless the entire pavement section is removed by cold milling. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be cold milling or other method approved by the Engineer, and a minimum laying depth of one and one-half inches (1-1/2") of new pavement material shall be provided at the edge of new pavement. Where new bituminous pavement adjoins existing pavement, either at a trench or a section where pavement has been removed or is being widened, the edges where new pavement meets existing pavement shall be trimmed to neat straight lines and cold milled a minimum of one and one-half inches (1-1/2") deep for a minimum of six inches (6") wide from the edge before paving or resurfacing, to ensure that all surfaces being paved or resurfaced are accessible to the rollers used to compact the subgrade or paving materials, and to provide an overlay key at the join line.

Revise the first two sentences of paragraph b) to read as follows:

- b) **Concrete Pavement.** Concrete pavement shall be removed to neatly sawed edges. Sawcuts shall be made to a minimum depth of three inches (3").

Revise the first sentence of paragraph c) to read as follows:

- c) **Concrete Curb, Walk, Gutters, Driveways, and Alley Intersections.** Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of three inches (3").

Revise the last sentence of paragraph c) to read as follows:

Curb and gutter shall be sawed to a minimum depth of three inches (3"), or otherwise as required to prevent damage to the adjacent concrete to remain, on a neat line at right angles to the curb face.

300-1.4 Payment.

Revise this subsection to read as follows:

300-1.4 Payment. The **BID SCHEDULE DOES NOT** include a bid item for Clearing and Grubbing. Full compensation for any necessary Clearing and Grubbing required to perform the construction operations specified or shown on the Plans will be considered as included in the price bid for the related items of work, and no additional compensation will be allowed therefore. Payment for removal and disposal of abandoned utilities shall be included in the various items of work and no additional compensation will be allowed therefore.

300-2 UNCLASSIFIED EXCAVATION.

300-2.1 General.

Revise this subsection to read as follows:

300-2.1 General. Unclassified excavation shall consist of all excavation, including roadway excavation, removal and stockpiling of suitable material, mixing and moisture conditioning of dry material, mixing and drying of wet material by various methods, disposal of unsuitable materials (including cobbles, rocks and boulders), salvage and stockpile of existing topsoil for use on the Project, and all other required earthwork operations to bring all areas that are within the grading and excavation limits on both public and private property to the required subgrade elevations and cross sections as shown on the Plans and as required in the Project's geotechnical investigation. Suitable excavated material may be used onsite to make all fills shown on the Plans. Unclassified excavation shall also include pumping and disposal of storm water and groundwater. Any tree roots or other deleterious material uncovered during excavation shall be completely removed and cut back so that new improvements will not be affected by future root growth.

In the event weather conditions make drying by aeration or other processes impractical as determined by the engineer, he may suspend the Work. However, the Contractor shall continuously provide for traffic and access requirements during the suspension period in conformance with these Technical Provisions. The Work shall be suspended as provided for in Section 6 ("PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK.") of the Standard Specifications except the suspension shall not be deemed to be suspension by the Agency for its own convenience or benefit.

Stockpiling of material and storage of equipment or supplies associated with excavation and/or soil aeration activities within existing or proposed wetland, willow woodland or riparian areas is strictly prohibited.

The excavation, placement, conditioning, and compaction of material shall be in accordance with the Plans, Specifications, the City of Vista Development Code (Chapter 17 Section 17.56), and the Geotechnical Report, prepared by VINJE & MIDDLETON ENGINEERING, INC., "LIMITED GEOTECHNICAL INVESTIGATION FOR PROPOSED RESTROOM SOUTH ENTRANCE TO MOONLIGHT AMPHITHEATER BRENGEL TERRACE PARK, VISTA", DATED AUGUST 26, 2019. The Geotechnical Report attached to these Project Specifications in its Appendices (see list of Appendices in Table of Contents on Page 2).

300-2.2 Unsuitable Material.

300-2.2.1 General.

Revise this subsection to read as follows:

300-2.2.1 General. All excess material generated by the grading operations that is not suitable for backfill shall be excavated and disposed of by the Contractor at a legal disposal site. The Agency makes no claim on the suitability or moisture content of the existing

materials. Any suitable local borrow materials at the site that the Contractor wishes to re-use shall be stockpiled by the Contractor. The location of stockpiles shall be approved by the Engineer prior to placement of materials, and all stockpiles shall be protected by erosion control measures.

All subgrade areas to receive fills or structures shall be inspected by the Geotechnical Engineer. All alluvial and colluvial soils, loose or poorly compacted soils, or existing dry material must be reworked before the placement of base or concrete can proceed. Areas where soils are loose or poorly compacted shall be reworked by excavating, blending and recompacting the loose soils to the specified compaction. The existing loose soils to be reworked shall be removed by the Contractor until a firm unyielding surface is exposed or to a depth determined by the Engineer. Dry materials shall be scarified and moisture conditioned to achieve the specified compaction. With the approval of the Geotechnical Engineer, the Contractor may choose to stabilize poorly-compacted areas with geogrid at his own expense.

If the Contractor wishes to temporarily stockpile material for disposal at a later date in any area other than the project area or construction staging area, the Contractor shall locate a suitable space **which is outside the Public Right-of-Way** and suitable to the Agency. The location of stockpiles shall be approved by the Engineer prior to placement of materials, and all stockpiles shall be protected by storm water pollution prevention and erosion control measures. The stockpiles shall be removed regularly from the Project site so as not to interfere with access to the Project.

If the excavated material is unsatisfactory as excavated for other uses in the Project, as determined by the Engineer, the Contractor shall remove and dispose of such excavated material off the site. The Contractor shall be responsible for obtaining a suitable legal disposal site for any unsuitable excavated materials in accordance with the appropriate section in the Standard Specifications.

300-2.2.2 Wet Material.

Revise this subsection to read as follows:

300-2.2.2 Wet Material. If required excavated material is unsatisfactory for the specified use on the Project solely because the material has a moisture content of four percent (4%) or more above the optimum moisture content, the Contractor shall process the material to reduce the moisture content to an optimum condition, or remove the material and replace it with suitable material. The material may be processed by blending the wet soil with soils having a lower moisture content and / or spreading the excavated material in a manner that enables the material to dry to optimum moisture content. With the approval of the Geotechnical Engineer, the Contractor may choose to stabilize unstable subgrade areas with geogrid at his own expense.

300-2.7 Selected Material.

Revise this subsection to read as follows:

300-2.7 Selected Material. Selected material encountered in excavation within the right-of-way shall be used as directed by the Engineer. Topsoil excavated within the limits of the Project may be considered as a selected material only for the purpose of backfilling areas to be planted.

300-2.8 Measurement.

Add the following paragraph to this subsection:

The Plans and the Specifications show work to be done which requires earthwork, both cut and fill, to establish the lines and grades shown on the Plans. The Agency has endeavored to establish reasonable accurate earthwork quantities of the work actually involved and these quantities represent the results of actual survey measurements and data and calculated adjustments for changes proposed on the Plans, however, due to the approximate nature of such data and therefore the difficulty of making accurate measurements of earthwork quantities for this type of project, the estimated quantities for grading will be assumed to be the actual quantity. The Contractor shall review the site and make his own estimate of the Work required to complete the Project. No modifications shall be made to the quantity shown on the Plans and in the Specifications, unless additional quantities of grading are ordered by the Engineer.

300-2.9 Payment.

Revise this subsection to read as follows:

300-2.9 Payment. The **BID SCHEDULE** for this Project **DOES NOT** include a bid item for Unclassified Excavation. Full compensation for all necessary Unclassified Excavation required to perform the construction operations specified or shown on the Plans will be considered as included in the price bid for the related items of work, and no additional compensation will be allowed therefore.

The excavation, stockpiling, and placement of topsoil and suitable local borrow material will be included in Unclassified Excavation. Removing such material from the stockpile and placing it in its final position is also included in Unclassified Excavation. The Contractor may stockpile suitable local borrow material or import suitable borrow material; however, no separate payment will be made for excavating material from an optional stockpile or importing suitable borrow material and placing the material in its final position.

The removal and disposal of unsuitable material, and the over-excavating and reworking of material that can be made suitable, including groundwater removal by various drying procedures or other remedial geotechnical (soil) treatment shall be included in Unclassified Excavation and no additional compensation will be allowed.

The over-excavation and processing or removal and disposal of wet materials shall be included in Unclassified Excavation and no additional compensation will be allowed.

No separate payment will be made for excavating topsoil temporarily stockpiled and placing in its final location on the slope and other areas to be planted for erosion control planting or landscaping, whether or not required by the Contract Documents or by the Engineer.

300-3 STRUCTURE EXCAVATION AND BACKFILL.

300-3.1 General.

Add the following paragraphs to this subsection:

In accordance with the provisions of Section 20676 of the State of California Public Contract Code, it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon all subcontractors and suppliers under him, to obtain all construction aggregate, sand, gravel, crushed stone, road base, fill materials, and any other mineral materials used for **Structure Backfill**, from a supplier that is included on the most current Office of Mine Reclamation AB 3098 List (per California Assembly Bill 3098). Failure to identify the supplier and the mine may result in rejection of the submittal, and any work completed using materials from an unlisted mine will be SUBJECT TO REJECTION.

The excavation, placement, conditioning, and compaction of material shall be in accordance with the Plans, Specifications, the City of Vista Development Code (Chapter 17 Section 17.56), and the Geotechnical Report, prepared by VINJE & MIDDLETON ENGINEERING, INC., "LIMITED GEOTECHNICAL INVESTIGATION FOR PROPOSED RESTROOM SOUTH ENTRANCE TO MOONLIGHT AMPHITHEATER BRENGEL TERRACE PARK, VISTA", DATED AUGUST 26, 2019. The Geotechnical Report is attached to these Project Specifications in its Appendices (see list of Appendices in Table of Contents on Page 2).

The Contractor shall excavate to the lines and grades required, whether or not specifically shown on the Plans. The Contractor shall provide and remove all shoring, sheeting, bracing, cribbing, pumping, lagging, piling, tiebacks, soil anchors, shields, temporary retaining structures, planking, or other types of support for the walls of all open excavations required. The Contractor shall excavate and maintain the bottom of all trenches and excavations in a condition that is level, firm, clean and free from all debris or foreign matter. Excavations shall be kept free from water at all times. The Contractor shall remove any unsuitable material encountered below grade as directed by the Engineer.

300-3.6 Payment.

Add the following paragraphs to this subsection:

Compensation for dewatering shall be considered as included in the lump sum price included as an incidental item to excavation and backfill or other items of work in the **BID SCHEDULE** and no additional compensation will be allowed therefore. Full compensation for any necessary work related to Unsuitable Materials required to perform the construction

operations specified or shown on the Plans will be considered as included in the price bid for the related items of work, and no additional compensation will be allowed therefore.

Full compensation for supporting the excavation for structures shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in providing excavation safety, shoring or sloping of excavations including, but not limited to, design of the shoring system; obtaining all necessary permits from the Division of Occupational Safety and Health; constructing shoring; and removal and disposal of the shoring materials; all as shown on the Plans, or as specified in the General Conditions, Standard Specifications, and these Supplementary Special Provisions; shall be considered as included in the related items of work and no additional compensation will be allowed.

No change will be made in the amount to be paid for supporting the excavation for structures as a result of required revisions in the excavation support details due to a type of soil encountered which requires a method of trench support different from that approved.

300-4 UNCLASSIFIED FILL.

300-4.1 General.

Add the following paragraphs to this subsection:

The excavation, placement, conditioning, and compaction of material shall be in accordance with the Plans, Specifications, the City of Vista Development Code (Chapter 17 Section 17.56), and the Geotechnical Report, prepared by VINJE & MIDDLETON ENGINEERING, INC., "LIMITED GEOTECHNICAL INVESTIGATION FOR PROPOSED RESTROOM SOUTH ENTRANCE TO MOONLIGHT AMPHITHEATER BRENGEL TERRACE PARK, VISTA", DATED AUGUST 26, 2019. The Geotechnical Report is attached to these Project Specifications in its Appendices (see list of Appendices in Table of Contents on Page 2).

Any objectionable material, including organic and inorganic debris, shall be removed, and shall not be placed in the fill.

The Contractor shall establish rough grade of the areas to be planted by placing fill material to a minimum of six inches (6") below the finished grade shown on the Plans. The Contractor shall then complete the grading work to establish finished grade by placing a minimum of six inches (6") of topsoil that has been stockpiled from the existing site or imported.

Excess soil remaining from excavations on the Project site may only be used for fill material when rocks, lumps, cobbles, clods, base material, or other solid materials such as broken concrete or asphalt from removal operations are suitable for the particular area to be filled as determined by the Engineer and conform to the requirements of the geotechnical investigation. Broken concrete or asphalt pavement materials shall not be allowed within site grading fill areas or roadway fills less than three feet (3') in height, within three feet (3') of final grade in any area or within five feet (5') (vertically) of the existing ground water table. Any concrete or asphalt placement shall be approved by the Geotechnical Engineer. Concrete or asphalt pieces shall be less than six inches (6") in maximum dimension and surrounded by soil particles when used as compacted fill. No nesting shall occur. If the Contractor wishes to use any of the excess material remaining from the Project excavations for any purpose, the material must be suitable

for use as fill or backfill and meet the requirements of Subsection **300-4** (“**UNCLASSIFIED FILL.**”) of the Standard Specifications and the geotechnical investigation for this Project. The Contractor shall first remove all organic material, construction debris, miscellaneous debris, rubbish, and other objectionable materials contained therein, then obtain tests of the material acceptable to **VINJE & MIDDLETON ENGINEERING, INC** to confirm its suitability.

Geotechnical (soil) testing of all fill materials; subgrade, subbase, and base will be conducted by the Agency and the Geotechnical Engineer. Geotechnical (soil) tests may include relative compaction tests, sand equivalent tests, sieve analysis, R-values, etc. The results shall be presented directly by the laboratory to the Engineer. No base or PCC pavement shall be placed prior to the subgrade or subbase being compacted, tested and approved by the Engineer.

The cost of any initial geotechnical (soil) tests shall be borne by the Agency. Additional geotechnical (soil) tests due to the failure of one (1) or more of the initial tests shall be conducted by the laboratory and any costs borne by the Contractor. The Contractor shall make allowances in his construction procedure to permit testing of the Work in progress by the Engineer, and no additional compensation shall be paid to the Contractor for delays due to testing.

300-4.9 Measurement and Payment.

Revise this subsection to read as follows:

300-4.9 Payment. The **BID SCHEDULE** for this Project **DOES NOT** list a bid item for Unclassified Fill. Full compensation for any necessary Unclassified Fill required to perform the construction operations specified or shown on the Plans will be considered as included in the price bid for **the related items of work**, and no additional compensation will be allowed therefore.

300-5 BORROW EXCAVATION.

300-5.2 Imported Borrow.

Add the following paragraph to this subsection:

In accordance with the provisions of Section 20676 of the State of California Public Contract Code, it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon all subcontractors and suppliers under him, to obtain all construction aggregate, sand, gravel, crushed stone, road base, fill materials, and any other mineral materials used for Imported Borrow, from a supplier that is included on the most current Office of Mine Reclamation AB 3098 List (as proposed in California Assembly Bill 3098 and now codified in Section 2717.(b) of the State of California Public Resources Code). Failure to identify the supplier and the mine may result in rejection of the submittal, and any work completed using materials from an unlisted mine will be SUBJECT TO REJECTION.

300-5.4 Measurement and Payment.

Revise this subsection to read as follows:

300-5.4 Measurement and Payment. The **BID SCHEDULE** for this Project **DOES NOT** list a bid item for borrow excavation. Full compensation for any necessary borrow required to perform the construction operations specified shall be considered as included in **the related items of work for which the borrow excavation is required**, and no additional compensation will be allowed therefore.

Add the following new subsection:

300-12 EROSION CONTROL.

300-12.1 General.

300-12.1 General. The Contractor shall provide erosion control and water pollution control conforming to the requirements shown on the Plans, as specified herein, and as elsewhere required by the Contract Documents. Erosion control and water pollution control shall include the Work specified herein, and such additional measures, as may be directed by the Engineer, to meet Best Management Practices, as defined herein, and to properly control erosion and storm water damage of the limits of work and construction impacts upon areas receiving drainage flows from within the limits of work.

The work covers the prevention, control and abatement of waterborne silts, sediments, earth materials, inorganics, chemicals, construction materials, trash, and debris in order that pollution of the existing onsite and downstream watercourses is prevented or minimized. The Work includes preventing, controlling or abating water polluting elements or materials which may result both directly and indirectly from within and outside the Project work limits. This includes water flow from, to, or through the site resulting from rainfall runoff, groundwater movement, and stream storm water discharge.

The work includes:

- a] the exercise of care and the execution of every reasonable precaution by the Contractor as required by the conditions of the site, weather and construction activities involved;
- b] the implementation of construction of various devices, facilities, or features shown on the Plans;
- c] the implementation or construction of any devices, facilities, or programs as required conditions of any regulatory agency permits for the Project. The Work therefore includes, but is not limited to, the construction and / or installation of temporary devices such as hay (straw) bales; silt fences; gravel bags; erosion control netting, fabric, blankets, or mats; silt or sediment basins; dikes or berms; swales, linings; ponds; diversion structures, pipes, and related facilities.
- d] the cleaning, repairing, silt and sediment removal, maintenance and the removal of devices.

Note: The Contractor's attention is also directed to the specific requirements contained within the regulatory agency conditional agreements.

Unless other more restrictive requirements are specified elsewhere in the General Conditions or these Special Provisions, or as a requirement of regulatory or other Agency permits, the following minimum provisions shall be met:

- a] Equipment and workers for emergency work shall be made available at all times during the rainy season. All necessary materials shall be stockpiled on site at convenient locations to facilitate rapid construction or deployment of temporary devices when rain is imminent.
- b] Devices shown on the Plans shall not be moved or modified without the approval of the Engineer.
- c] The Contractor shall restore all erosion control devices to working order to the satisfaction of the Engineer after each runoff-producing rainfall, and every 24 hours during a prolonged storm event, as needed.
- d] The Contractor shall install additional erosion control measures as may be required by the Engineer due to uncompleted grading operations or unforeseen circumstances which may arise.
- e] The Contractor shall be responsible and shall take necessary precautions to prevent public trespass onto areas when impounded waters create a hazardous condition.
- f] During the rainy season and when rainfall is probable, graded areas around the Project perimeter must drain away from the face of slope at the conclusion of each working day.
- g] All removable protective devices shown shall be in place at the end of each working day when the five (5) calendar day rain probability forecast exceeds thirty percent (30%).

Compliance with the requirements of this subsection shall in no way relieve the Contractor from his responsibility to comply with the other provisions of the contract, in particular his responsibility for damage and for preservation or property.

Failure to take said measures satisfactory to the Engineer or regulatory agencies will subject Contractor to orders to cease operations. Any losses to Contractor associated therewith shall be at Contractor's sole expense.

300-12.2 Grading Controls.

300-12.2 Grading Controls. The Contractor shall protect all areas that have been graded and/or cleared and grubbed as well as areas that have not been graded and/or cleared and grubbed within the limits of work from erosion. The Contractor shall provide temporary earth berm, fiber rolls, gravel bags, silt fences, stabilized construction entrances and similar measures, coordinated with its construction procedures, as necessary and as shown on the Plans to control on site and off site erosion during the construction period. The Contractor shall protect areas which have been cleared and grubbed prior to excavation or embankment operations, and which are subject to runoff during the duration of the contract. The criteria used to determine the appropriate erosion control measures shall be the "Best Management

Practices”, hereinafter BMP, defined and described in the latest edition of the "California Storm Water Best Management – Construction Handbook" as published by the Storm Water Quality Task Force [go to the CASQA on-line bookstore at the following URL to purchase, download or view handbook(s)]:

<http://www.cabmphandbooks.com>

The Contractor shall maintain a copy of the latest edition of the "California Storm Water Best Management – Construction Handbook" on the Project site and shall conduct its operations in conformity to said Handbook.

Excavation and Embankment areas, while being brought to grade and during periods of completion prior to final surface construction, shall be protected from erosion and the resulting siltation of downstream facilities and adjacent areas, and be graded so as to direct runoff into impoundment areas within the limits of work where such runoff shall have pollutants removed by BMP methods. The Contractor shall provide protection by BMP measures to eliminate erosion and the siltation of downstream facilities and adjacent areas. These measures shall include all means necessary to prevent polluted runoff from leaving the site.

300-12.4 Payment.

300-12.4 Payment. Payment for all work required to provide Storm Water Pollution Prevention and Erosion Control shall be included in the lump sum price included in the Bid specified as Storm Water Pollution Prevention and Erosion Control. Such price shall include full compensation for preparing the Storm Water Management Permit, the Storm Water Pollution Prevention Plan (SWPPP) where applicable, performing erosion control and water pollution control, conforming to the operational requirements herein, providing and maintaining all BMPs, removing all construction BMPs, conforming to the requirements of the current State Water Resources Control Board of California Order, and the current City of Vista Grading Ordinance, and no additional compensation will be allowed therefore.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES.

303-1.1 General.

Add the following paragraph to this subsection:

Concrete footings for traffic signals and street lights and other structures such as steps, ramps and walls shall conform to these Plans, City of Vista Standards, Caltrans Standard Plans and Standard Specifications, the California Building Code (CBC) and the San Diego Regional Standard Drawings (SDRSD). If not otherwise specified in the Caltrans Specifications, concrete footings shall conform to these specifications and shall be approved by the Engineer. Full compensation for all required work to construct concrete footings will be considered as included in the related items of work.

303-4 MASONRY CONSTRUCTION

Add the following new subsections:

303-4.3 Segmental Gravity Block Retaining Walls.

303-4.3.1 Construction.

303-4.3.1 Construction. The work for (Compac II) Segmental Gravity Block Retaining Wall includes furnishing and constructing the segmental gravity block retaining wall at the locations shown on the Plans. The Contractor shall excavate the base trench twenty-four inches (24") wide at a depth of fourteen inches (14"). The subgrade of the trench shall be compacted to ninety-five percent (95%) relative compaction and a six inch (6") layer of aggregate base added, tamped and leveled to form the base-leveling pad. The base-leveling pad shall be constructed such that the resulting top of wall is a continuous smooth profile throughout the entire length of wall. The first course of blocks will be placed on the compacted aggregate base and will remain eight inches (8") below adjacent grade. The remaining segmental gravity blocks shall then be placed per the manufacturer's recommendations.

303-4.3.2 Measurement and Payment.

303-4.3.2 Measurement and Payment. Payment for Segmental Gravity Block Retaining Wall shall be made per the bid price per square foot as shown on the **BID SCHEDULE**. The height portion of the square footage measurement shall be from the finished grade of the soil or concrete surface at the toe of the wall to the top of the wall. Such price shall include all materials, labor and equipment required to install the wall including the installation of the aggregate base.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.5 Walks.

Add the following new subsection:

303-5.1.5 Walks. Sidewalks shall be constructed in strict conformance with ADA standards. The cross slope on sidewalks shall in no case exceed two percent (2.00%). The clear width of sidewalk shall not be less than forty-eight inches (48"), measured from the back of curb. Construction tolerances shall not be a reason to exceed the minimum or maximum standards of the ADA. The width of the top of the curb cannot be counted as part of the sidewalk clearance.

If a monolithic retaining curb at the back of curb ramp or sidewalk with a maximum height of six inches (6") is required to minimize erosion or match existing improvements or earth, the Contractor shall construct those retaining curbs at the back of the curb ramp or sidewalk to

the limits determined by the Engineer. Retaining curbs shall not reduce the sidewalk clear width below the minimum of forty-eight inches (48”).

Where curbs are sleeved to provide connections to the gutter for yard drains, new sidewalk shall be constructed with under-sidewalk drains, in accordance with Subsection **306-7 (“Curb Drains.”)** and SDRSD **D-27 (“SIDEWALK UNDERDRAIN PIPE”)**.

Any irrigation facilities removed or adjusted for the construction of the sidewalk or other work shall be replaced, relocated, or re-configured with similar materials, so that the irrigation system is fully functional. Unless there is a bid item for landscaping and irrigation, payment for this work will be considered as included with other items of work.

Any turf, sod or landscaping removed adjacent to the Work for the construction of the sidewalk shall be replaced with new turf, sod or landscaping of the same type from a commercial nursery. Unless there is a bid item for landscaping and irrigation, payment for this work will be considered as included in the related items of work.

Expansion joints are required only at beginning and ending of curb returns.

303-5.7 Repairs and Replacements.

Revise this subsection to read as follows:

303-5.7 Repairs and Replacements. Any new work found to be defective or damaged, cracked, chipped, discolored, improperly finished, heaved, vandalized, or for any other reason does not conform to the specifications, prior to its acceptance, shall be replaced by the Contractor, at the Contractor’s expense, as approved by the Engineer.

The Contractor shall exercise great care in the construction of curb ramps to ensure compliance with the ADA standards. Any curb ramps that do not satisfy the ADA requirements in any aspect, including exceeding the minimum or maximum values by ANY amount, shall be removed and replaced by the Contractor at his expense. Construction tolerances shall not be a reason to exceed the minimum or maximum standards of the ADA.

303-5.9 Measurement and Payment.

Revise this subsection to read as follows:

303-5.9 Measurement and Payment. The **BID SCHEDULE** lists various items that include concrete construction. Items of work shall be measured and paid for as shown in the Bid.

For other items of work that include concrete construction for which there is no bid item, the cost of such items shall be included in the related Bid Items. Full compensation for any necessary work required to perform the construction operations specified or shown on the

Plans will be considered as included in the price bid for the related items of work and no additional compensation will be allowed therefore.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS.

306-1.1 Trench Excavation.

306-1.1.1 General.

Add the following paragraphs after the third paragraph:

The groundwater removal work shall include furnishing, installing, and operating a dewatering system capable of dewatering any excavation for any work in progress or planned, and subsequent removal of such equipment from the site.

The Contractor shall limit the area to be excavated at any one time to that area which can be properly dewatered by the equipment in use. The equipment in use shall be both capable of removing any water that accumulates in the excavation and maintaining the excavation in a dry condition while construction is in progress. The surface of the ground shall be sloped away from the excavation or temporary dikes or pipe culverts provided to prevent surface water from entering the excavation.

Disposal of the water from the dewatering system shall be in such a way as not to damage or overload the existing drainage facilities in the area. Protect from injury any portion of the Work completed or in progress, surfaces of streets, lawns or private property. No water shall be directed across a public street outside the construction limits.

All water encountered during the excavation shall be disposed of by the Contractor in such a manner as will not damage public or private property or create a nuisance or health menace. The Contractor shall furnish, install, and operate pumps, pipes, appliances, and equipment of sufficient capacity to keep all excavations free from water until the excavation is backfilled, unless otherwise authorized by the Engineer. The Contractor shall provide all means or facilities necessary to conduct water to the pumps.

Discharge of pumped groundwater shall be in conformance with the requirements of the Regional Water Quality Control Board, the County of San Diego Department of Environmental Health, the City of Vista, and other agencies having jurisdiction. The Contractor shall obtain all required permits before pumped water from naturally occurring groundwater or from rainfall is discharged to any storm drain or sewer. A means shall be provided for desilting the water before discharging it where required by the Engineer or by the terms of the discharge permits.

306-1.1.5 Removal and Replacement of Surface Improvements.

Revise this subsection to read as follows:

306-1.1.5 Removal and Replacement of Surface Improvements. Bituminous pavement, concrete pavement, landscaping, fences, curbs, sidewalks, or driveways removed in

connection with construction shall be removed and reconstructed in accordance with these specifications.

306-1.3 Backfill and Densification.

306-1.3.1 General.

Add the following after the third paragraph:

Material obtained from the project excavations may only be used as backfill after it has been determined to be acceptable and approved by the Geotechnical Engineer and the Engineer.

306-1.3.4 Backfilling Narrow Trenches.

Revise the first paragraph of this subsection to read as follows:

306-1.3.4 Backfilling Narrow Trenches. All narrow trenches for electrical and irrigation work shall be backfilled immediately after inspection and approval of the conduit placement by the Agency Inspector to minimize the length of time traffic control is required for the trench work. Narrow trenches are defined as ten inches (10”) or less in width. Backfill for narrow trenches shall be placed as specified in Subsection **306-1.3.1 (“General.”)** except as modified herein. Narrow trenches shall be backfilled by use of trench backfill slurry per Subsection **201-1 (“PORTLAND CEMENT CONCRETE.”)**, unless otherwise approved by the Engineer. Asphalt Concrete resurfacing of the trench per City of Vista Standard Drawings **SRF-08A** and **SRF-08B (“TRENCH PAVING STANDARD”)** may commence with other paving operations.

306-1.3.5 Jetted Bedding and Backfill Compaction Requirements.

Replace the first paragraph with the following:

306-1.3.5 Jetted Bedding and Backfill Compaction Requirements. Except as specified otherwise, trench bedding and backfill densified thru jetting shall be densified to a minimum ninety percent (90%) relative compaction.

306-1.5 Trench Resurfacing.

306-1.5.1 Temporary Resurfacing.

Modify the fourth paragraph to read as follows:

Full compensation for the furnishing, placing, maintaining, removing, and disposing of temporary resurfacing materials shall be included in the unit price of the underground conduit.

o **SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION**

308-1 GENERAL.

Revise this subsection to read as follows:

308-1 GENERAL. The surface preparation, construction of irrigation system for landscape areas, and installation of plants required by the Plans shall conform to the City of Vista standard special provisions for landscaping and irrigation, Technical Provisions from these specifications shall take precedence over other specifications.

The Contractor shall replace / restore all existing landscaping, sod, topsoil, and irrigation disturbed during the course of construction activities. All replacement of sod shall be of the same type as existed and as approved by the Engineer.

All replacement and new installation of landscape and irrigation shall be of the same type, size, caliper, and spacing as existing and as approved by the Engineer. All areas disturbed by construction, not covered by sidewalk or paved materials shall be landscaped and irrigated in accordance with these Technical Provisions.

All new landscaping shall be planted on salvaged topsoil or new Class A imported topsoil for a depth of twelve inches (12") as approved by the Engineer.

During surface clearing operations, the Contractor shall not cover or bury any plant growth or other objectionable materials on public or private property. If the Contractor cannot successfully separate the plant growth from the surface soil and advertently or inadvertently mixes organic or other objectionable materials with the soil, the soil so contaminated shall be removed from the site by the Contractor. All costs, if any, associated with removing the soil mixed with organic or other objectionable materials and importing soil to replace said contaminated soil shall be borne by the Contractor and no additional payment shall be made to the Contractor.

The Contractor shall coordinate the removal and reconnection of the existing irrigation system with the property owner. As soon as the improvements in the area where portions of the existing irrigation system had been removed are completed, the Contractor shall reconnect and adjust the irrigation heads so that irrigation may commence. Reconnection may entail replacement and reconfiguration of sprinkler heads for appropriate irrigation coverage. The Contractor shall sufficiently irrigate areas of existing landscaping that are not being irrigated by the compromised irrigation system during the shutdown period.

Any irrigation facilities removed or adjusted for the construction of the sidewalk or other work shall be replaced, relocated, or re-configured with similar materials approved by the Engineer, so that the irrigation system is fully functional and appropriate for the landscaping being irrigated.