



CITY OF LA MESA
COUNTY OF SAN DIEGO
CALIFORNIA

Contract Documents and Specifications

HIGHWOOD PARK COURT RESURFACING PROJECT

BID NO. 22-16

BID DATE: May 17, 2022
2:00 PM

ELECTRONIC BIDS ONLY

PREPARED BY

Mike Kinnard, P.E.,
Associate Engineer

DATE

4/26/22

APPROVED BY

Michael Throne, P.E.
Director of Public Works

DATE

APRIL 27, 2022

MARK ARAPOSTATHIS, Mayor
JACK SHU, Vice Mayor
BILL BABER, Councilmember
COLIN PARENT, Councilmember
LAURA LOTHIAN, Councilmember
GREG HUMORA, City Manager

HIGHWOOD PARK COURT RESURFACING PROJECT, BID NO. 22-16

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SPECIAL PROVISIONS

ATTACHED

NOTE: Material specifications are given in the Special Provisions

NOTICE INVITING BIDS

Bids, uploaded to the City of La Mesa, via PlanetBids, will be received electronically until **May 17, 2022**, at which time they will be publicly opened, for furnishing labor, material, and equipment and performing all work required for:

HIGHWOOD PARK COURT RESURFACING PROJECT, Bid No. 22-16 in the City of La Mesa, County of San Diego, State of California, as shown on City of La Mesa Drawings No. 9375.01 through 9375.02 and according to the specifications.

OPINION OF PROBABLE CONSTRUCTION COST: The opinion of probable construction cost for this project is \$160,000.

Classification of valid contractor's license which the Prime Contractor must have at the time of bid and contract award: A or B.

No bid will be awarded to a Contractor who is not licensed in accordance with the provisions of Chapter 9, Division 3 of the Business and Professions Code.

Plans, Specifications, Information for Bidders, Bid Bond form, Performance and Payment Bond Forms, Special Provisions, and Agreement Forms may be secured at no cost from our website: www.cityoflamesa.com at Bid Opportunities under Business, as well as bid holder lists and bid results.

All bids must be submitted electronically to PlanetBids at the prescribed upload location. It is the sole responsibility of the Bidder to see that their bid is received in proper time. Any bids received after the scheduled closing time for receipt of the bids will not be considered valid. See Information for Bidders and other contract documents for bidding procedure and other requirements of said bid.

The right is reserved by the City to reject any and all bids and to waive any irregularities or informalities in bids received.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry via PlanetBids (only) at least five (5) calendar days prior to bid opening. Any such inquiries or questions, after five (5) calendar days prior to bid opening is not permitted.

Contractors and subcontractors for a public works construction project shall comply with the requirements of SB 854 and Labor Code Section 1771.1(a).

A COPY OF THE PREVAILING WAGE RATES SHALL BE POSTED ON THE JOB SITE BY THE CONTRACTOR.

OVERTIME AND HOLIDAY WORK: Time and one-half for all overtime, except Sundays and holidays, which shall be double-time. The holidays upon which double time rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of workman employed on the project.

May 17, 2022
Bid No. 22-16

The holiday construction moratorium in the City shall apply to all locations on this project. During the moratorium, all construction activities shall be halted and all roadways shall be open to the public in full capacity. The moratorium shall begin the Monday before Thanksgiving and is lifted the day after New Year's Day.

Payment of travel and subsistence payments to each workman needed to execute the work provided for herein shall be made, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Section 1773.8 of the Labor Code of the State of California.

In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, proper indentured apprentices may be employed in the prosecution of the work.

If the project requires the employment of workers in any apprentice-able craft or trade, once awarded, the Contractors or subcontractors must apply to the joint apprenticeship council unless already covered by local apprentice standards (Labor Code Section 1777.5).

Information relative to the number of apprentices, identifications, wages, hours of employment, and standards of working conditions shall be obtained from the Director of the Department of Industrial Relations, who is the Administrative Officer of the California Apprenticeship Council, P. O. Box 603, San Francisco, CA 94101.


The City Council of the City of La Mesa, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R., Part 8), issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible Bidder without discrimination on the grounds of race, color, or national origin.

All bids will be compared on the basis of the BASE BID including pursuant to Public Contract Code 20103.8 (b).

The particular attention of prospective Bidders is hereby directed to the applicable sections in the specifications for full directions and requirements as to submittal of bids, bonds, insurance, and agreements.

CITY OF LA MESA

DATED: APRIL 27, 2022



Michael Throne, P.E.
Director of Public Works

INFORMATION FOR BIDDERS

1. **PREPARATION OF BID FORM:** The Owner invites bids on PlanetBids. The Bid Forms attached are to be submitted at such time and place as is stated in the Notice Inviting Bids. All blanks in the Bid Forms must be appropriately filled in. **The electronic Bid Schedule submitted on PlanetBids is considered the official bid pricing submittal.**

All bids must be submitted electronically via PlanetBids. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after scheduled closing time for receipt of the bids will not be accepted.

2. **SIGNATURE:** The bid must be signed and uploaded to PlanetBids with the name of the Bidder. The signature shall be in longhand form of the person(s) duly authorized to sign the bid. Completing and submitting the electronic Bid Schedule on PlanetBids will be construed as the contractor having signed the Bid Schedule.

Following bid opening and identification of the apparent low bidder, all required bid documents bearing wet signatures shall be submitted to the City no later than three (3) business days after Bid Opening. Bidders that are not the apparent low shall be required to submit hard copies with wet signatures to the City within 2 days of notification from the City. Not complying with the aforementioned requirements may result in the rejection of the bid as being unresponsive.

3. **MODIFICATIONS:** Changes in or additions to the Bid Schedule recapitulations of the work bid upon, alternative proposals, or any other modifications of the Bid Schedule which are not specifically called for in the contract documents may result in the Owner's rejection of the bid as not being responsive to the invitation. No oral or telephonic modification of any bid submitted will be considered. A written modification by the Bidder may be considered only if it is posted on PlanetBids no less than five (5) days prior to the bid opening date.
4. **ERASURES:** The bid submitted must not contain any erasures, interlineations, or other corrections unless such correction is suitably authenticated by affixing, in the margin immediately opposite the correction, the surname or surnames of the person or persons signing the bid.
5. **EXAMINATION OF SITE, DRAWINGS, ETC.:** Each Bidder shall visit the site of the proposed work and fully acquaint themselves with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the Plans and Specifications. The failure or omission of any Bidder to receive or examine any form, instrument, or other documents, or to visit the site and acquaint themselves with conditions there existing, shall in no way relieve any Bidder from obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

6. WITHDRAWALS OF BIDS: Any Bidder may withdraw their bid prior to the opening of the bids through PlanetBids.
7. BONDS:
 - A. All bids shall be accompanied by an electronic copy (uploaded) of a cashier's or certified check in the amount of ten percent (10%) of the total maximum bid price payable without recourse to the City of La Mesa, or a Bid Bond in the same amount from a surety company authorized to issue surety bonds in the State of California ON THE FORM CONTAINED IN THE CONTRACT DOCUMENTS, as a guarantee that the Bidder will enter into a contract and execute a Performance and Payment Bond within ten (10) days after written notice of award of contract. The electronic copy will be uploaded to PlanetBids at time of bid submission. The hard copy with wet signatures will be required to be sent to the City by the apparent low bidder within two (2) business days following the bid opening.
 - B. Upon award of the contract, the successful Contractor shall furnish surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and shall furnish a separate bond in an amount at least equal to one hundred percent (100%) of the contract price as security for payment of all persons performing labor and furnishing materials in connection with this contract. The aforesaid bonds shall be in the forms contained in the contract documents.
 - C. All surety bonding companies shall be admitted to do business in the State of California, be authorized to transact surety insurance in the State of California, and must also have assets which exceed their liabilities in an amount equal to or in excess of the amount of the bond.
8. PAYMENT OF WITHHELD FUNDS: Contractors may substitute securities for monies withheld by public agencies in accordance with Sections 10262, 10263, and 10264 of the Public Contract Code, including AB 2105.
9. INTERPRETATIONS OF PLANS AND DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other contract documents, or finds discrepancies in or omissions from the Plans or Specifications, they may submit to the Owner a written request for an interpretation or correction thereof. All requests shall be submitted through Planet Bids in the Question and Answer tab. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of contract documents will be made only by Addendum, duly issued, and a copy of such Addendum will be posted in PlanetBids. Registered bidders will notified of the issuance of the addendum by PlanetBids email system. The Owner will not be responsible for any other explanation or interpretations of the contract documents. No oral interpretations of any provision in the contract documents will be binding upon the Owner.
10. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid

for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal.

11. AWARD OF CONTRACT: The award of the contract, if made by the Owner, will be made to the lowest, responsive and responsible, qualified Bidder as the Owner shall determine, based on the BASE BID SCHEDULE. The Owner shall determine whether a Bidder is qualified to perform the contract and what bid is the lowest and whether it is to the interest of the Owner to accept the bid. Award will be made only to the Contractor who is licensed under Chapter 9, Division 3 of the Business and Professions Code and to whom the contract documents have been issued. Classification of valid contractor's license which the Prime Contractor must have at the time of bid and contract award: **A or B**.

These plans and specifications are issued to the firm downloading them. They are not transferable. A contract will be awarded only to a firm that downloaded the bid package from the City's official website, PlanetBids.

Any contractor working on a federally funded or assisted project must be eligible to participate in the award of that contract. The contractor must not be listed in "List of Parties Excluded from Federal Procurement and Non procurement Programs" by U.S. General Services Administration Office of Acquisition.

12. CONTRACT TIME: The Contractor shall begin work within fourteen (14) calendar days from the approved start date listed in the official notice to proceed and shall prosecute said work diligently to completion on or before the expiration of **Thirty (30) working days** from the approved start date listed in said notice.
13. LIQUIDATED DAMAGES: In case all the work, conditions and requirements of the contract are not completed within the number of working days as set forth in these specifications, liquidated damages of one thousand hundred dollars (\$1000.00) for each and every working day required in excess of the specified time shall be paid to the City of La Mesa.

The Contractor's attention is directed to Section 3-13, "Completion and Acceptance", and Section 6-9, "Liquidated Damages", of the Standard Specifications defining their responsibility with regard to completing the work within the time specified.

14. INSURANCE REQUIREMENTS FOR CONTRACTORS ON PUBLIC WORKS PROJECTS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENTLY SUCCESSFUL BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

ANY QUESTIONS REGARDING THE INSURANCE PROVISIONS OF THIS CONTRACT SHALL BE DIRECTED TO THE PROJECT MANAGER, MIKE KINNARD AT (619) 667-1166.

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, their agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid. The insurance applies to the extent of, but not as a limitation to or in satisfaction of, the indemnity provisions.

Provisions of this Section are in addition to applicable provisions of the Standard Specifications for Public Works Construction, Section 5-4 "Insurance".

INSURANCE:

Throughout the life of this Contract, Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City Manager or their designee at any time and in their sole discretion. The following policies of insurance are required:

- (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:
 - \$2,000,000 per occurrence for bodily injury and property damage
 - \$2,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$4,000,000 general aggregate applying separately to the work performed under the Contract
- (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.
- (iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

- (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.
- (vi) **CONTRACTORS POLLUTION LIABILITY (Unless waived in writing by the City Manager or their designee in their sole discretion, Contractors Pollution Liability is required for all environmental and water remediation work and for all work transporting fuel. Unless waived in writing by the City Manager or their designee in their sole discretion, Contractors Pollution Liability is also required for demolition, renovation, HVAC, plumbing or electrical (including, without limitation, lighting) work on any structure built prior to the year 1990.)** insurance with limits of liability of not less than the following:

\$2,000,000 per occurrence or claim
\$4,000,000 general aggregate per annual policy period

In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Should this Contract involves any lead based, mold or asbestos environmental hazard, either the Automobile Liability insurance policy or the Contractors Pollution Liability insurance policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by Contractor pursuant to the Contract.

In the event this Contract involves any lead-based environmental hazard (e.g., lead based paint), the Contractors Pollution Liability insurance policy shall be endorsed to include coverage for lead based environmental hazards. In the event this Contract involves any asbestos environmental hazard (e.g., asbestos remediation), the Contractors Pollution Liability insurance policy shall be endorsed to include coverage for asbestos environmental hazards. In the event this Contract involves any mold environmental hazard (e.g., mold remediation), the Contractors Pollution Liability insurance policy shall be endorsed to include coverage for mold environmental hazards and "microbial matter including mold" within the definition of "Pollution" under the policy.

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or their designee in their sole discretion. At the option of the City Manager or their designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, officials, employees and agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to the City Manager or their designee in their sole discretion, guaranteeing payment of losses

and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The Contractors Pollution Liability insurance policy shall be written on either an occurrence form, or a claims-made form. The General Liability (including ongoing operations and completed operations), Automobile Liability and Contractors Pollution Liability insurance policies shall name City, its elected officials, officers, officials, employees, agents and volunteers as an additional insured. All such policies of insurance shall be endorsed so Contractor's insurance shall be primary and no contribution shall be required of City, its elected officials, officers, officials, employees, agents and volunteers. The Builders Risk (Course of Construction) insurance policy shall be endorsed to name the City as a loss payee. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its elected officials, officers, officials, employees, agents and volunteers. The coverage(s) shall contain no special limitations on the scope of protection afforded to City, its elected officials, officers, officials, employees, agents and volunteers. If Contractor maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by Contractor.

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

- (i) The retroactive date must be shown, and must be before the effective date of the Contract or the commencement of work by Contractor.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the work or termination of the Contract, whichever first occurs.
- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract, or work commencement date, Contractor must purchase extended reporting period coverage for a minimum of 5 years after completion of the work or termination of the Contract, whichever first occurs.

- (iv) A copy of the claims reporting requirements must be submitted to City for review.
- (v) These requirements shall survive expiration or termination of the Contract.

Contractor shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or their designee in their sole discretion prior to City's execution of the Contract and before work commences.** Upon request of City, Contractor shall immediately furnish City with a complete copy of any insurance policy required under this Contract, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Contract.

If at any time during the life of the Contract or any extension, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Contract shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Contract. No action taken by City hereunder shall in any way relieve Contractor of its responsibilities under this Contract.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Contract. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, agents, employees, persons under the supervision of Contractor, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

In the event of a partial or total destruction by the perils insured against of any or all of the work and/or materials herein provided for at any time prior to the final completion of the Contract and the final acceptance by the City of the work or materials to be performed or supplied thereunder, the Contractor shall promptly reconstruct, repair, replace, or restore all work or materials so destroyed or injured at their sole cost and expense. Nothing herein provided for shall in any way excuse the Contractor or their insurance company from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract.

If Contractor should subcontract all or any portion of the services to be performed under this Contract, Contractor shall require each subcontractor to provide insurance protection in favor of City, its elected officials, officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Contractor and City prior to the commencement of any work by the subcontractor.

15. BID PROTEST: Protests of Bid shall be received by the City no later than 4:00 p.m. on the third (3rd) working day following the Bid Opening. PROTESTS WILL NOT BE ACCEPTED AFTER THIS PERIOD.

Any such protest shall be submitted in writing. Protest documentation shall be submitted in an enclosed envelope with the project title, Bid No., and project manager's name clearly shown on the envelope.

Protest documentation shall be in a letter format that clearly states the reason(s) for the protest, and shall include any supportive documentation that justifies the protest. ADDITIONAL INFORMATION WILL NOT BE ACCEPTED AFTER THE PROTEST PERIOD.

16. COMPLIANCE TO STATE ASSEMBLY BILL 854 AND LABOR CODE SECTION 1771.1(A)

Contractors and subcontractors for a public works construction project shall comply with the requirements of SB 854 and Labor Code Section 1771.1(a). Failure to comply with this section will result in finding the bidder to be non-responsive.

Labor Code Section 1771.1(a) states:

"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."

17. COMPLIANCE TO CALIFORNIA PUBLIC CONTRACT CODE § 9204. LEGISLATIVE FINDINGS AND COMPLETE PAYMENT OF CONTRACTORS FOR PUBLIC WORKS PROJECTS; CLAIMS PROCESS.

- a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

- b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- c) For purposes of this section:
 - 1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - i. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - ii. Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - iii. Payment of an amount that is disputed by the public entity.
 - 2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- d) "Public entity" means, without limitation, a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- e) "Public entity" shall not include the following:
 - 1) The Department of Water Resources as to any project under the jurisdiction of that department.
 - 2) The Department of Transportation as to any project under the jurisdiction of that department.
 - 3) The Department of Parks and Recreation as to any project under the jurisdiction of that department
 - 4) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

- 5) The Military Department as to any project under the jurisdiction of that department.
 - 6) The Department of General Services as to all other projects.
 - 7) The High-Speed Rail Authority.
- f) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- g) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- h) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- i) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

- j) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- k) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

- 1) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- m) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- n) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- o) This section applies to contracts entered into on or after January 1, 2017.
- p) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

RESOLUTION NO. 12195

RESOLUTION ADOPTING AN AFFIRMATIVE ACTION PROGRAM FOR THE CITY OF LA
MESA

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, that an Affirmative Action Program for the City of La Mesa be adopted as follows:

SECTION 1. The La Mesa Affirmative Action Program shall require contractors who are awarded city contracts for construction, alteration, maintenance or demolition, when State law mandates advertising for bids, their subcontractors and suppliers, to take affirmative action to improve employment of racial and ethnic minorities in the construction industry.

In order to comply with this Resolution each contractor awarded a construction contract by the City of La Mesa shall agree to the following:

- 1.1 The Contractor will not willfully discriminate against any employee or applicant for employment because of sex, race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their sex, race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Affirmative Action Program.
- 1.2 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1.3 The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the g authority or any other appropriate agency designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Resolution.
- 1.4 A finding of willful violation of this Affirmative Action Program shall be regarded by the awarding authority as a

basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, reestablish or renew a prequalification rating for the Contractor.

- 1.5 The Contractor agrees that should the awarding authority determine that the Contractor has not complied with this, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor from the awarding authority.
- 1.6
 - a) Nothing contained in this Resolution shall be construed in any manner or fashion so as to prevent the awarding authority or the State of California from pursuing any other remedies that may be available at law.
 - b) Nothing contained in this Resolution shall be construed in any manner or fashion so as to require or permit the hiring of an employee not permitted by the National Labor Relations Act.
- 1.7 Prior to award of the contract, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
 - a) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - b) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - c) Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:
 1. Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.
 2. Otherwise implement an affirmative anti-discrimination program in terms of the unions'

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specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.

d) The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.

1.8 The Contractor will include the provisions of the foregoing paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each subcontractor.

1.9 The Contractor, in executing the proposal, thereby certifies that he has or will meet the standards for affirmative compliance with the requirements contained in this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of La Mesa, California, held the 13th day of February 1973, by the following vote, to wit:

AYES: Councilmen Uselton, Bailey, Jensen, Fordem, Helland

NOES: None

ABSENT: None

CERTIFICATE OF CITY CLERK

I, MARGARET M. REILLY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 12195, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

/s/MARGARET M. REILLY
MARGARET M. REILLY, City Clerk

(SEAL OF CITY)

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HIGHWOOD PARK COURT RESURFACING PROJECT

BID FORMS

The City of La Mesa, California, acting by and through its City Council, herein called the Owner:

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is to be done, and with the Plans and Specifications and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, 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:

HIGHWOOD PARK COURT RESURFACING PROJECT, Bid No. 22-16 in the City of La Mesa, County of San Diego, State of California, as shown on City of La Mesa Drawings No. 9375.01 through 9375.02 and according to the specifications.

All in strict conformity with the Plans and Specifications and other contract documents, including Addenda Nos. _____, on file at the office of the Director of Public Works/City Engineer and the City Clerk for the sum of, and according to, the Bid Schedule posted on PlanetBids.

The award of the contract, if made by the owner, will be made to the lowest, responsive and responsible, qualified bidder as the owner shall determine, based on the base bid schedule as shown in the overall bid schedule as posted on PlanetBids. The owner reserves the right to award the base bid only or any combination of additives/alternatives as presented in the bid.

BIDDER INFORMATION STATEMENT

Legal Name of Company _____

Date Established _____

Legal Status, i.e., corporation, partnership, sole proprietorship:

Officers/Owners of Company:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Type of Company, i.e., Manufacturer, Distributor, Manufacturer's
Representative, Dealer, Contractor, Other _____

Number of Employees: Permanent - Full Time _____ Part Time _____

Temporary - Full Time _____ Part Time _____

City Business License No. _____

Company Bank Name _____

Branch _____

Address _____

Contact _____

The City of La Mesa reserves the right to perform a credit check on your firm to obtain information regarding your financial stability.

Is your firm currently engaged or involved in any litigation over the proprietary rights or patent rights for the equipment, parts or components, supplies or materials offered herein for sale to the City of La Mesa?

_____ If yes, please attach explanation.

INSURANCE REQUIREMENT

REFER TO Section 14, "Insurance Requirements", of INFORMATION FOR BIDDERS.
Consult with broker or carrier and complete the following:

Indicate per Section 14, A, basis for coverage:

Occurrence _____,
or
Claims Made, with five-year extended reporting period "tail" _____.

The Contractor by submitting this bid affirms that they have read and understands the "Insurance Requirements" as outlined in Section 14 of the Information for Bidders and Sections 17 and 18 of the Special Conditions.

Failure to provide this information with your bid response may be grounds for disqualification of your bid.

It is understood that the Owner reserves the right to reject this bid, and that this bid shall remain open and not be withdrawn for a period of ninety (90) days from the date prescribed for the opening of this bid.

The required bid security consisting of _____
_____ Dollars (\$_____) is hereto attached.

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the opening of the bid, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute and deliver to the Owner a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the Owner, Performance Bond and Payment Bond, as specified, all within ten (10) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned Bidder, if awarded the contract, on the date to be stated in the Owner's notice to proceed with the work.

The undersigned is licensed in accordance with an act providing for the registration of Contractor's License No. _____, Class _____, and license expiration date of _____.

The undersigned declares that he is familiar with the circumstances affecting the preparation and making of such bid and is properly qualified to make this bid and declaration; that such bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that he has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly

colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding; that he has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of this Bidder or any other Bidder, or to fix any overhead, profit, or cost element of such bid price, or that of any other Bidder, or to secure any advantage against the entity awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that he has not directly or indirectly submitted his bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest within his general business.

In accordance with Section 2-3.1 of the Standard Specifications for Public Works Construction and Section 4104 of the State of California Public Contract Code:

Any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one (1) percent of the Prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one (1) percent of the Prime Contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

(b) The portion of the work which will be done by each subcontractor under this act. The Prime Contractor shall list only one subcontractor for each portion as is defined by the Prime Contractor in his or her bid.

SUBCONTRACTORS LIST

	NAME	ADDRESS	LICENSE NO. AND CLASS	LINE # OR TYPE/WORK	SUBCONTRACTOR AMOUNT
1.					
2.					
3.					
4.					
5.					
6.					

(NOTE: Add sheet if more space is needed)

In accordance with Section 2-3.1 of the Standard Specifications for Public Works Construction, "Substitution of Subcontractors," the Contractor must have the written consent of the Board (La Mesa City Council) to substitute a subcontractor other than that designated in the original bid, to permit any subcontractor to be assigned or transferred, or to allow a subcontract to be performed by other than the original subcontractor.

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The City may consent to the substitution of another subcontractor when the subcontractor named in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract presented him/her by the Contractor which is based upon those contract documents and the terms of the named subcontractor's bid.

A bid shall be deemed complete when submitted with the following documents:

1. Bid Form (including: Contractor's and Subcontractors' Information, Bid Insurance Requirement, Bidder's Statement of Technical Ability & Experience)
2. Bid Schedule
3. Bid Bond
4. Non-Collusion Affidavit

Numbers 1, 3, and 4 above electronic copies shall be submitted on PlanetBids at time of bid submission and hard copy with wet signatures will be required to be received by the City from the apparent low bidder within 2 business days following the bid opening. Bidders that are not the apparent low shall be required to submit hard copies with wet signatures to the City within 2 days of notification from the City.

Number 2 shall be submitted on PlanetBids only at time of bid submission.

The names of all persons interested in this bid as principals are as follows:

(Notice of award or requests for additional information should be addressed to the undersigned at the address stated below.)

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All representations made herein in the submittal of this bid are made under penalty of perjury.

	Legal Company Name
By	_____
	Signature of Authorized Person
PRINT	_____
	Authorized Signature
Title	_____
Telephone No.	_____
Dated: _____	Address _____

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BIDDERS' STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE

The Bidder is required to state what work of a similar character to that included in the proposed contract they have successfully performed and give references, with telephone numbers, which will enable the City to judge their responsibility, experience, and skill. An attachment can be used, if notarized and sealed.

[illegible]

Signature

(Notary or Corporate Seal)

**STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION
IN SUPPORT OF BID**

The bidder represents that the bidder has a demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the proposed contract in a manner that is satisfactory to the City. The bidder represents that the bidder's financial resources, surety and insurance experience, construction experience, completion ability, personnel, current workload, and experience in dealing with private owners and public agencies all suggest that the bidder is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

In support of these representations, the bidder presents herewith letters of commendation/recommendation, lists of similar public works contracts accomplished that identify the governmental agency, Product and Installers for this project as described in these specifications, titles of lawsuits involving bidder during the preceding ten years, and such other documents that the bidder deems necessary to satisfy the bidder's bid obligation. The supporting documents are enclosed herewith.

SIGNATURE OF CONTRACTOR

This document is signed by an individual clearly authorized to bind the contractor.

CONTRACTOR: _____

ADDRESS: _____

PHONE NUMBER: _____

BY: _____
Signature Date

Title

THE CONTRACT WILL BE AWARDED TO THE LOWEST RESPONSIBLE, RESPONSIVE BIDDER FOR THE TOTAL SUMMATION OF THE BASE BID SCHEDULE. THE CITY OF LA MESA RESERVES THE RIGHT TO DEDUCT ANY AND ALL CONSTRUCTION CONTRACT ITEMS FROM BID SCHEDULE AT NO COST TO THE CITY.

Signature

Title

Firm Name

May 17, 2022
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BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

As Principal, and _____

as Surety, are held and firmly bound unto the City of La Mesa, hereinafter
called the Owner, in the penal sum of _____

Dollars (\$_____))
lawful money of the United States, for the payment of which sum well and
truly made, we bind ourselves, our heirs, executors, administrators, and
successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the
Principal has submitted the accompanying bid, dated _____ 20____,
for HIGHWOOD PARK COURT RESURFACING PROJECT, Bid No. 22-16 in the City of
La Mesa, County of San Diego, State of California, as shown on City of La
Mesa Drawings No. 9375.01 through 9375.02 and according to the
specifications;

NOW, THEREFORE, if the Principal shall not withdraw said bid
within the period specified therein after the opening of the same, or if no
period be specified, within ninety (90) days after said opening, and shall
within the period specified therefor, or if no period be specified, within
ten (10) days after the prescribed forms are presented to him for signature,
enter into a written contract with the Owner, in accordance with the bid as
accepted, and give bond with good and sufficient Surety or Sureties, as may
be required, for the faithful performance and proper fulfillment of such
contract, or in the event of the withdrawal of said bid within the period
specified, or the failure to enter into such contract and give such bond
within the time specified, if the Principal shall pay the Owner the
difference between the amount specified in said bid and the amount for which
the Owner may procure the required work and/or supplies, if the latter amount
be in excess of the former, then the above obligation shall be void and of no
effect: otherwise to remain in full force and virtue.

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

Two Witnesses (if individual)

Principal

By _____

Title _____

ATTEST: (If Corporation)

Corporate Seal

Surety

By _____

Title _____

ATTEST:

Corporate Seal

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Accompanying this proposal is _____
(NOTICE: INSERT THE WORDS "CASH", "CASHIERS CHECK", "CERTIFIED CHECK", OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

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

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

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addendum numbers _____.

(Fill in addendum number/s if addenda have been received.)

WARNING - IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE CITY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

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

Date: _____ SIGN _____

Business Address: _____

Place of Business: _____

Place of Residence: _____

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NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Title 23 United States Code Section 112
and Public Contract Code Section 7106)

State of California)
County of _____) SS.

In accordance with Title 23 United States Code Section 112 and Public Contract Code Section 7106, _____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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

Company Name

Title

Signature

Business Address

Place of Residence

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State of California)
County of _____)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature (SEAL)

**COMPLIANCE WITH STATE ASSEMBLY BILL 854
AND LABOR CODE SECTION 1771.1(A)**

Contractors and subcontractors for a public works construction project shall comply with the requirements of SB 854 and Labor Code Section 1771.1(a).

Labor Code Section 1771.1(a) states:

"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."

The contractor and the subcontractors hereby acknowledge that they are fully aware of the requirements of SB 854 and Labor Code section 1771.1(a). The contractor and subcontractor also acknowledge that lack of registration with Department of Industrial Relations (DIR) shall result in rejection of their bid on the basis of being non-responsive.

Signature

Date

Position

Company Name
(Include Sub-contractors)

DIR Registration No.

Exp. Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

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

MINORITY SUBCONTRACTOR CERTIFICATION

The Bidder certifies that:

A.

☐

I do not intend to subcontract any work on this project.

B.

☐

I do intend to subcontract portions of the work on this project.

In accordance with the provisions of Part III, "Participation by Minority Business Enterprises in Subcontracting," in Section 6-1.04 of the special provisions, I have taken affirmative action to seek out and consider minority business enterprises for the portions of the work which are intended to be subcontracted and that such affirmative actions are fully documented in my records and are available upon request. In addition, I will take such affirmative action on any future subcontracting for the life of this contract.

NOTE: The Bidder shall check box A or box B. If the Bidder does not check a box it will be deemed that they have checked box A.

The above certification is required by 23 CFR 230 as published in the Federal Register, Vol. 40, No. 211 - Friday, October 31, 1975.

DISQUALIFICATION DEBARMENT QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

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

YES _____ NO _____

If the answer is yes, explain the circumstances in the following space.

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above Questionnaire is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Questionnaire.

(Name of Contractor)

By: _____
Signature

(Name and Title)

By: _____
Signature

(Name and Title)

**CITY OF LA MESA
CARGO PREFERENCE ACT**

Use of United States - flag vessels:

The contractor agrees -

- (1) To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for Unites States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

HIGHWOOD PARK COURT RESURFACING PROJECT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, at the City of La Mesa, County of San Diego, State of California, by and between the City of La Mesa, a municipal corporation, hereinafter referred to as the "Owner," and

_____, hereinafter referred to as the "Contractor"

WITNESSETH: In consideration of mutual promises herein contained the parties hereto agree as follows:

1. **DOCUMENTS:** The following documents, prepared by the City of La Mesa, as well as this agreement, form the complete contract between the parties and they are by this reference incorporated herein with like effect as if they were here set forth in full whether or not they or any of them are attached hereto:

1. Notice Inviting Bids
2. Bid Form and Bid Bond
3. Bid Schedule
4. Plans and Specifications
5. Information for Bidders
6. Performance and Payment Bond Forms
7. General Conditions
8. Special Conditions
9. Special Provisions
10. Non-Collusion Affidavit Documents
11. Affirmative Action Program Resolution

2. **MATERIALS AND EQUIPMENT:** The Contractor agrees to furnish all the materials, supplies, machinery, equipment, tools, apparatus, superintendence, labor, insurance, and other accessories and services necessary or convenient to complete the work which it hereby agrees to do for **HIGHWOOD PARK COURT RESURFACING PROJECT, Bid No. 22-16 in the City of La Mesa, County of San Diego, State of California, as shown on City of La Mesa Drawings No. 9375.01 through 9375.02 and according to the specifications.**

3. **CONTRACT PRICE:** The Contractor agrees to receive and accept full compensation and the Owner agrees to pay the following prices as full compensation for the work of improvement the Contractor here engages to commence and complete according to the contract price as set forth in the Bid Schedule.

4. **LIABILITY:** All work shall be guaranteed by the Contractor for a period of one year from the date of the recordation of the notice of completion of the work against defective workmanship or materials. The Contractor shall promptly replace or repair in a manner satisfactory to the City Engineer any such defective work after notice to do so from the City Engineer, and upon the Contractor's failure to make such replacement or repairs promptly the City may perform this work and the Contractor and his sureties shall be

liable for the cost thereof. This guarantee is in addition to any other guarantee required elsewhere in this contract or specifications.

To the furthest extent allowed by law including California Civil Code section 2782, Contractor shall indemnify, hold harmless and defend City, and each of their elected officials, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City, or any of their elected officials, officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the City, or any of their elected officials, officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City, or any of their elected officials, officers, officials, employees, agents or volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

5. COMMENCEMENT AND COMPLETION OF WORK: The Contractor agrees to commence work of improvement within 14 calendar days after the date of written notice to do so by the Owner and to complete the same within **Thirty (30) WORKING DAYS** after the date of receipt of said notice.
6. ATTORNEYS' FEES: In the event of litigation in any way connected with this agreement or the Contractor's performance thereof, the Contractor agrees to pay the Owner in addition to any other sum or remedies awarded the Owner such reasonable attorneys' fees as may be fixed by a court of competent jurisdiction.
7. EFFECTIVE DATE: Effective date of this agreement shall be the date upon which the last party to sign does so sign.
8. PREVAILING WAGE PROVISION: The wages to be paid for a day's work to all classes of laborers, workmen or mechanics on the work contemplated by this contract, shall not be less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplated to be performed as determined by the Director of Industrial Relations pursuant to his authority under Labor Code Sections 1770 et seq. Each laborer, workman or mechanic employed by a Contractor or by any subcontractor shall receive the wages herein provided for. The Contractor shall pay Fifty Dollars (\$50.00) per day penalty for each worker paid less than the prevailing wage of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to each worker.

NOTE: An error on the part of an awarding body does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775.

POSTING OF SCHEDULE OF PREVAILING WAGE RATES AND DEDUCTIONS

If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborer and mechanics to be engaged in work on the project under the contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

PAYROLL RECORDS

Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code Section 1776.

USE OF APPRENTICES

Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 et seq. of the California Labor Code. These sections require Contractor and subcontractors to employ apprentices in apprenticeable occupations in a ratio of not less than one apprentice for each five journeymen (unless an exception is granted in accordance with Section 1777.5), and that Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices as defined in Section 3077, who are in training under apprenticeship standards and who have written apprentice agreements, will be employed in public works in apprenticeable occupations. The responsibility for provisions is fixed with the Prime Contractor for all apprenticeable occupations.

TRAVEL AND SUBSISTENCE

In accordance with California Labor Code Division 2, Part 7, Chapter 1, Article 2, Section 1773.8, the Contractor is required to pay travel and subsistence payments to each workman needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with said section.

9. CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION:

Section 3700 of the Labor Code provides in part as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a Certificate of Consent to Self-Insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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

Signature: _____

Bidder's Name: _____

Address: _____

(In accordance with Article 5, commencing at Section 1860, Chapter 1, Part 7, Division 2, of the Labor Code, the above Certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

10. WORKING HOURS: Eight hours labor constitutes a legal day's work in all cases. The time of service of any workman employed upon public work is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided under Section 1815 of the California Labor Code. As penalty to the City of La Mesa, the Contractor stipulates that he will forfeit Twenty-five Dollars (\$25.00) for each workman employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of Part 7 of the California Labor Code Division 2.

May 17, 2022
Bid No. 22-16

IN WITNESS WHEREOF: Two (2) identical copies of this agreement, each of which shall for all purposes be deemed an original, have been duly executed by the parties as of the date set opposite their names.

(SEAL)

CONTRACTOR

By _____

Date _____

By _____
Authorized Representatives

NOTE: AGREEMENT SHALL BE SIGNED BY TWO PRINCIPALS/OFFICIALS OF THE COMPANY.

(SEAL)

CITY OF LA MESA

By _____
Mayor

Date _____

By _____
City Clerk

Approved as to form this

_____ day of _____, 20____

City Attorney

May 17, 2022
Bid No. 22-16

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City Council of the City of La Mesa, by Resolution
No. _____, passed _____, 20____, has awarded
to _____

hereinafter designated as the "Principal", a contract for HIGHWOOD PARK COURT
RESURFACING PROJECT, Bid No. 22-16 in the City of La Mesa, County of
San Diego, State of California, as shown on City of La Mesa Drawings No.
9375.01 through 9375.02 and according to the specifications; and

WHEREAS, said Principal is required under the terms of said
contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, We, the Principal, and _____

_____,
as Surety, are held and firmly bound unto the City of La Mesa in the penal
sum of _____

Dollars (\$_____), lawful money of the United States of
America, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and
severally, firmly by these presents.

The condition of this obligation is such that if the above-
bounden Principal, his or its heirs, executors, administrators, successors,
or assigns, shall in all things stand to and abide by, and well and truly
keep and perform the covenants, conditions, and agreements in the said
contract and any alterations thereof made as therein provided, on their part
to be kept and performed at the time and in the manner therein specified, and
in all respects according to their true intent and meaning, and shall
indemnify and save harmless the Owner, its officers and agents, as therein
stipulated, and also will pay in case suit is brought upon this bond, such
reasonable attorneys' fees as shall be fixed by the court, then this
obligation shall become null and void; otherwise, it shall be and remain in
full force and virtue.

And the said Surety, for value received, hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms
of the contract or to the work to be performed thereunder, or the
specifications accompanying the same, shall in any way affect its obligation

May 17, 2022
Bid No. 22-16

on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the contract, or to the work, or to the specifications.

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 the Principal and the Surety above named, on the

_____ day of _____, 20____.

Principal

By _____

Surety _____

By _____
Attorney-in-Fact

I HEREBY APPROVE the form of the foregoing Bond this ____ day of _____,
20____.

CITY ATTORNEY

By _____

May 17, 2022
Bid No. 22-16

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City Council of the City of La Mesa, by Resolution
passed _____, 20____, has awarded to _____

_____,
hereinafter designated as the "Principal", a contract for constructing
HIGHWOOD PARK COURT RESURFACING PROJECT, Bid No. 22-16 in the City of
La Mesa, County of San Diego, State of California, as shown on City of La
Mesa Drawings No. 9375.01 through 9375.02 and according to the
specifications; and

WHEREAS, said Principal is required to furnish a bond in
connection with said contract providing that if said Principal, or any of
their subcontractors, shall fail to pay for any materials, provisions,
provender or other supplies or teams used in, upon, for or about the
performance of the work contracted to be done or for any work or labor done
thereon of any kind, the Surety on this bond will pay the same to the extent
hereinafter set forth.

NOW, THEREFORE, We, the Principal and _____

as Surety, are held and firmly bound unto the City of La Mesa in the penal
sum of _____
Dollars (\$_____) lawful money of the United States of
America, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said
Principal, his or its subcontractors, heirs, executors, administrators,

May 17, 2022
Bid No. 22-16

successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done; or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act, as required by the provisions of Sections 4200 to 4208, inclusive, Government Code, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as in the above-mentioned statute provided.

This bond shall be for the benefit of any and all persons, companies, and corporations entitled to file claims under Section 1192 of the California Code of Civil Procedure, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named
on the _____ day of _____, 20 ____.

Principal

By _____

Surety

By _____

Attorney-in-Fact

PARTNERSHIP CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

On this _____ day of _____, 20____, before me, the undersigned, a
Notary Public in and for said County and State, personally appeared

(Notarial Seal)

known to me to be _____ of the partners of
the partnership that executed the foregoing contract, and acknowledged to me
that such partnership executed the same.

Signature _____

Name (Type or Print) _____
(Notary Public in and for said County and State)

My Commission expires: _____

May 17, 2022
Bid No. 22-16

CORPORATE CERTIFICATE

I, _____, certify that I am the
Secretary of the Corporation named as Contractor in the foregoing contract;
that _____, who signed said contract on behalf of
the Contractor, was then _____ of said Corporation;
and that
_____, who also signed said contract on behalf of the
Contractor, was then _____ of said Corporation; that
said contract was duly signed and in behalf of said Corporation by authority
of its governing body and is within the scope of its corporate powers.

PRINCIPAL/OFFICIAL

PRINCIPAL/OFFICIAL

SECRETARY

(Corporate Seal)

NOTE: THIS FORM SHALL BE SIGNED BY TWO PRINCIPALS OR OFFICIALS OF THE
COMPANY.

EMERGENCY NOTIFICATION LIST

Project: HIGHWOOD PARK COURT RESURFACING PROJECT, Bid No. 22-16

The Contractor shall provide the names, addresses and telephone numbers of three (3) different responsible persons who can be contacted in an emergency situation who will have the authority to act in the Contractor's absence.

TELEPHONE NO.

	During Working Hours	After Working Hours
--	-------------------------	------------------------

- | | | | |
|----|----------------|-------|-------|
| 1. | NAME: _____ | _____ | _____ |
| | ADDRESS: _____ | | |
| | _____ | | |
| 2. | NAME: _____ | _____ | _____ |
| | ADDRESS: _____ | | |
| | _____ | | |
| 3. | NAME: _____ | _____ | _____ |
| | ADDRESS: _____ | | |
| | _____ | | |

CITY OF LA MESA
Engineering Division
8130 Allison Avenue
La Mesa, CA 91942

PROJECT: **HIGHWOOD PARK COURT RESURFACING PROJECT**

SUBJECT: **IMPORTANT INFORMATION RELATING TO THE PROJECT**

1. THE COMPANY:

NAME: _____

ADDRESS: _____

MAILING ADDRESS (IF DIFFERENT): _____

PHONE NO. _____ FAX NO. _____

FEDERAL TAX I.D. NO. _____

2. JOB SUPERINTENDENT:

NAME: _____

MOBILE PHONE: _____

EMERGENCY: _____

HOME ADDRESS: _____

HOME PHONE NO.: _____

3. JOB FOREMAN:

NAME: _____

MOBILE PHONE: _____

EMERGENCY: _____

HOME ADDRESS: _____

HOME PHONE NO.: _____

4. OFFICE CONTACT PERSON:

NAME: _____

MOBILE PHONE: _____

EMERGENCY: _____

HOME ADDRESS: _____

HOME PHONE NO.: _____

5. PERSON AUTHORIZED TO SIGN DAILY EXTRA WORK REPORTS AND CONTRACT CHANGE ORDERS:

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

6. OFFICERS RESPONSIBLE FOR PAYROLL AND EEO

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

ANY CHANGES ON THE ABOVE INFORMATION WILL BE SUBMITTED IN WRITING.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: ____/____/____

May 17, 2022
Bid No. 22-16

HIGHWOOD PARK COURT RESURFACING PROJECT

DOCUMENTS UPON COMPLETION OF PROJECT

CONTRACTOR'S CERTIFICATION OF COMPLETION

TO: CITY OF LA MESA DATE: _____
PROJECT: **HIGHWOOD PARK COURT RESURFACING PROJECT**
Bid No. 22-16
Engineering Division
8130 ALLISON AVENUE
La Mesa, CA 91942

L

ATTN: CONSTRUCTION MANAGER

OWNER: CITY OF LA MESA

FROM: _____
FIRM OR CORPORATION

=====

This is to certify that I, _____, am an authorized official of _____ working in the capacity of _____ and have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject contract:

I know, of my own personal knowledge, and do hereby certify, that the work of the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the contract drawings and specifications.

The contract work is now complete in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Engineer that the work is complete, nor the acceptance thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the contract documents.

Signature: _____

By: _____
Name and Title

Company: _____

Signature: _____

By: _____
Name and Title

Company: _____

GUARANTEE AGREEMENT

(FORM FOR BOTH CONTRACTOR AND/OR SUBCONTRACTOR AS APPLICABLE)

Guarantee for: _____

We hereby guarantee that the HIGHWOOD PARK COURT RESURFACING PROJECT, Bid No. 22-16 and all appurtenant work, which we have installed according to specifications and attachments therein, has been installed in accordance with the drawings and specifications and that the work as installed will fulfill the requirements included in the specifications. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of one (1) year from the date of acceptance of the above referenced project by the CITY, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor also agrees to hold the City harmless from claims of any kind arising from damage due to said defects in the work constructed under the Contract. Replacement of earth fill or backfill, where it has settled below the required finish surfaces, shall be considered part of such repair work, and any repair of resurfacing constructed by the Contractor, which becomes necessary by reason of settlement, shall be likewise considered part of such repair work unless the Contractor shall have obtained a statement in writing from the affected private owner or public agency releasing the Owner from further responsibility in connection with such resurfacing.

In the event that the undersigned fails to comply with the above mentioned conditions within a reasonable period of time, as determined by the CITY, but not later than ten (10) days after the CITY's written notification,

May 17, 2022
Bid No. 22-16

GUARANTEE AGREEMENT-CONTINUED

the undersigned hereby authorizes the CITY to proceed with the repair of said defects and the Contractor and their surety shall be liable to the City for the cost thereof.

Firm Name

Address

By: _____
Signature of Subcontractor
or General Contractor

By: _____
Signature of Subcontractor
or General Contractor

Name and Title

Name and Title

Countersigned:

Firm Name

Address

By: _____
Signature of General Contractor
if for Subcontractor)

By: _____
Signature of General
Contractor if for Subcontractor)

Name and Title

Name and Title

Representative to be contacted for service:

Name: _____

Address _____

Telephone: (____) _____

AFFIDAVIT OF DISPOSAL

WHEREAS, on the _____ day of _____, 20____, the undersigned entered into and executed a contract with the City of La Mesa, a municipal corporation, for HIGHWOOD PARK COURT RESURFACING PROJECT, Bid No. 22-16 in the City of La Mesa, County of San Diego, State of California, as shown on City of La Mesa Drawings No. 9375.01 through 9375.02 and according to the specifications; as particularly described in said contract and identified as "Bid No. 22-16"; and

WHEREAS, the specifications of said contract requires the Contractor to under penalty of perjury declare that "all brush, trash, debris, construction trash, construction debris, and surplus materials resulting from this project have been disposed of in a legal recycling or disposal site" as laid out by the City of La Mesa's Municipal Code Section 14.27; and

WHEREAS, said contract has been completed and all surplus materials disposed of;

NOW, THEREFORE, in consideration of the final payment by the City of La Mesa to said Contractor under the terms of said contract, the undersigned Contractor does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s) _____ and that they have been disposed of according to all applicable laws and regulations.

Dated this _____ day of _____, 20____.

CONTRACTOR

By: _____

ATTEST:

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 20____, before me, _____, personally appeared _____, who proved to me on

the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (SEAL)

HIGHWOOD PARK COURT RESURFACING PROJECT

RELEASE FORM WITH PAYMENT REQUESTS

Owner: City of La Mesa Bid No.: 22-16

Project: **HIGHWOOD PARK COURT RESURFACING PROJECT**

Contractor _____

PAY ESTIMATE NO.

PERIOD FOR WHICH WORK PERFORMED:

The above-named Contractor hereby acknowledges payment in full for all compensation of whatever nature due the Contractor for all labor and materials furnished and for all work performed on the above-referenced project for the period specified above with the exception of contract retention amounts and disputed claims specifically shown below.

RETENTION AMOUNT FOR THIS PERIOD: \$ _____

DISPUTED CLAIMS: Description and Amount

The Contractor further expressly waives and releases any claims the Contractor may have, of whatever type or nature, for the period specified which is not shown as a retention amount or a disputed claim on this form. This release and waiver has been made voluntarily by Contractor without any fraud, duress, or undue influence by any person or entity.
Contractor further certifies, warrants and represents that all bills for labor, materials and work due Subcontractors for the specified period have been paid in full and the parties signing below on behalf of Contractor have express authority to execute this release.

Dated: _____ Contractor: _____

By: _____ Title: _____

By: _____ Title: _____

Distribution: ☐ City ☐ Contractor ☐ Engineer ☐ Finance

HIGHWOOD PARK COURT RESURFACING PROJECT

SPECIAL CONDITIONS

The following special conditions are additions, deletions and changes to the

general conditions.

1. DEFINITIONS:

- (A) Standard Specifications: Shall refer to the Standard Specifications for Public Works Construction, "Green Book", 2018, and the latest Regional Supplement Amendments prepared by the Southern California Chapters of American Public Works Association and Associated General Contractors of America.
- (B) Standard Drawings: Shall refer to the San Diego Area "Regional Standard Drawings" published by the San Diego County Department of Public Works, latest edition, downloadable at <http://www.regional-stds.com/home>. For City of La Mesa Standard Drawings go to www.cityoflamesa.com/LMSD.
- (C) Department of Public Works: Also sometimes referred to as the "Department", whenever used in the Standard Specifications shall mean the "City of La Mesa".
- (D) Engineer: Whenever used in the Standard Specifications shall mean the "La Mesa City Engineer".
- (E) Shown: Shall be construed to mean "shown on the drawings".
- (F) Director of Public Works: Also sometimes referred to as "Director", whenever used in the Standard Specifications shall mean the "City Engineer" of the City of La Mesa.
- (G) Caltrans Standard Specifications: Shall refer to Standard Specifications, State of California, Department of Transportation, latest edition.
- (H) Caltrans Standard Drawings: Shall refer to Standard Plans, State of California, Department of Transportation, latest edition.
- (I) California MUTCD: Shall refer to the California Manual on Uniform Traffic Control Devices, latest edition. <http://mutcd.fhwa.dot.gov/>

2. ORDER OF PRIORITY:

In case of conflict between these special conditions, special provisions, drawings and other standards and specifications, the following order of priority shall prevail:

- (A) Special Conditions
- (B) Special Provisions
- (C) Contract Drawings
- (D) Standard Drawings
- (E) General Conditions
- (F) Standard Specifications
- (G) California MUTCD

3. PROSECUTION AND COMPLETION OF WORK:

The Contractor shall begin work within fourteen (14) calendar days from the approved start date listed in the official notice to proceed and shall prosecute diligently said work to completion on or before the expiration of Thirty (30) working days from the approved start date listed in said notice.

In case all the work, conditions and requirements of the contract are not completed within the number of working days as set forth in these specifications, liquidated damages of five hundred dollars (\$500.00) for each and every working day required in excess of the specified time shall be paid to the City of La Mesa.

The Contractor's attention is directed to Section 3-13, "Completion, Acceptance, and Warranty", and Section 6-9, "Liquidated Damages", of the Standard Specifications defining his responsibility with regard to completing the work within the time specified.

Prosecution of the contract work shall be confined to the hours of 7:30a.m. to 4:30p.m. for the days of Monday through Friday, except such work as is necessary for the proper care and protection of the work already performed, or except in cases of an emergency, in which event the permission of the City Engineer shall be secured. The Contractor shall provide a work schedule, traffic control plan and public convenience plan to the engineer at the pre-construction meeting for review and approval.

The prosecution of work on Saturdays, Sundays, and legal and City holidays as designated below shall not be allowed except as directed by the City Engineer and only when necessary for the completion of the work or any portion thereof:

<u>Holidays</u>	<u>Date</u>
New Year's Day	January 1st
Dr. Martin Luther King, Jr., Day	Third Monday in January
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving

Every day appointed by the President or Governor for a public fast, thanksgiving, or holiday.

4. WORK TO BE DONE:

The work to be done consists of, but is not limited to, furnishing all labor, material, tools, equipment and performing all work required for **HIGHWOOD PARK COURT RESURFACING PROJECT, Bid No. 22-16 in the City of La Mesa, County of San Diego, State of California, as shown on City of La Mesa Drawings No. 9375.01 through 9375.02 and according to the specifications.**

All of the above improvements shall be performed in accordance with these specifications and the contract drawings and to the satisfaction of the City Engineer.

5. TESTING OF MATERIALS:

All work performed under these contract documents shall be subject to inspection by the City Engineer, or their representative, who shall have free access to the work in place and/or materials stored on the job site.

Testing of materials or work shall be in accordance with these specifications, or, in the absence of such specifications, the City's currently used method shall be used.

Work or material which does not conform to these specifications, although accepted through oversight or otherwise, may be rejected at any time and shall immediately be removed from the job site.

All testing of the work or materials to establish compliance with the plans and specifications shall be as determined by the Engineer and shall be performed by and at the expense of the City, except that costs for non-passing tests will be determined at the conclusion of construction and will be deducted from the Contractor's invoice for final payment.

6. BUSINESS LICENSE REQUIREMENT:

The Contractor, including all subcontractors, shall obtain a business license for work within the City of La Mesa pursuant to La Mesa Municipal Code 6.08.010 through 6.08.240.

No payments shall be made to any Contractor until such business license has been obtained, and all fees paid therefor, by the Contractor and all subcontractors. Business license applications and information may be obtained from the City of La Mesa Finance Department, 8130 Allison Avenue, P. O. Box 937, La Mesa, CA 91944, (619) 667-1118.

7. ACCIDENT PREVENTION:

Precaution shall be exercised at all times by the Contractor for the safeguard of life and property. The safety provisions of applicable laws and construction codes shall be observed by the Contractor at all times.

Open trenches shall be filled at the end of each working day and covered with temporary skid-resistant metal plates.

8. EXISTING UTILITIES:

The Contractor shall protect utilities affected, such as manhole covers, to the satisfaction of the responsible agency.

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

9. INCREASED OR DECREASED QUANTITIES:

The City reserves the right to make alteration in the plans or in the quantities of work as may be considered necessary. Such alterations will be in writing and shall not be considered as a waiver of any conditions of the contract nor to invalidate any of the provisions thereof. Compensation for such alterations shall be based on the unit price bid for each item altered.

Agency may change the quantity of work, both additive and deductive, without regard to exceeding 25% of the Bid Quantity. Quantities shown in the Bid Schedule are estimated quantities for bidding purposes only. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Standard Specification for Public Works Construction Section 7-3.5, nor shall they be considered a change of character of work. Therefore, regardless of total actual quantities compared to estimated quantities, the unit price by the Contractor shall be applied to the final quantity when payment is calculated for this item. The total contract amount would be subject to the +/-25% Rule.

10. NEW ITEMS OF WORK:

If, during the prosecution of this project, it is deemed necessary that additional items of work not otherwise included in these specifications should be incorporated in the work, the performance and method of accomplishing such items shall conform to the following:

NEGOTIATED CHANGE ORDERS

Upon discovery of additional work not included in this project, the City shall clearly define the scope and extent of the additional work. The Contractor is then asked to provide a cost proposal according to a schedule of values prepared by the contractor and approved by the City. The price shall be a lump sum, which includes all bonds, profit, and

overhead. The Contractor shall provide a completed schedule of values to the City within a time frame as specified.

Upon agreement on the schedule of values, the City will issue a written notice-to-proceed with the additional work. No work shall be done without any prior authorization. Any additional work completed without authorization shall not be eligible for compensation.

In case there is no agreement on the negotiation, the City may issue a notice-to proceed under force account as described below.

FORCE ACCOUNT PAYMENT

- A. If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the City may direct by written Change Order or Field Order that the work be performed/completed on a force account basis. The term "force account" shall be understood to mean that payment for the work will be completed and accepted by the City on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. The Contractor is NOT eligible to receive additional compensation for correcting inadequate quality of work while performing the additional work. The Contractor shall also be responsible for any damage to private and/or public property as a result of the Contractor's operation for the additional work. For the work performed, payment will be made for the documented actual cost of the following:
- i. Direct labor cost for workers, including working foremen excluding superintendent, who are directly assigned to the force account work: Direct labor cost is the actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements or state prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered, unless approved in writing by the City.
 - ii. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or its subcontractor.
 - iii. Contractor-owned or rental equipment, including necessary transportation, if required and not on site, for items having a value in excess of One Thousand Dollars (\$1,000.00).
 - iv. Additional bond.
 - v. Additional insurance, other than labor insurance.

- B. To the preceding costs, there shall be added the following fees for the Contractor, subcontractor, or sub-subcontractor actually performing the work:
- i. A fixed fee not to exceed fifteen (15) percent of the costs of Item A(i) above.
 - ii. A fixed fee not to exceed ten (10) percent of the costs of Items A(ii) and A(iii) above.
 - iii. To the total of the actual costs and fees allowed hereunder, not more than two (2) percent shall be added for additional bond and insurance as the cost of Items A(iv) and A(v) above.
- C. For work performed by an approved subcontractor, the Contractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of ten (10) percent of said total. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.
- D. For work performed by a subtier-subcontractor, the subcontractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of ten (10) percent of said total. No further compensation will be allowed for the subcontractor's administration of the work performed by the subtier-subcontractor. The Contractor may add to the total of the actual costs and fixed fees allowed under this paragraph an additional fixed fee of five (5) percent of said total. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.
- E. The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense. The above fixed fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation and record keeping.
- F. The City reserves the right to furnish such materials and equipment as it deem expedient, and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.
- G. For equipment under Item A(iii) above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Payment shall be based on comparable commercial rental rates in San Diego County. Owner-operated equipment rates shall not exceed comparable commercial rental rates in San Diego County plus the labor costs as provided in Item A(i) above. The rental cost allowed for equipment will, in all cases, be understood to cover all fuel, maintenance, supplies, repairs, ownership, and incidental costs and no further allowances will be made for those items, unless specific agreement to that effect is made. For Contractor owned equipment, costs shall be based on either actual cost accounting records or comparable commercial rental rates in San Diego County. Hourly rates shall be determined by dividing the monthly

rate by 176 hours. If the contractor and City cannot agree on comparable commercial rental rates for particular equipment, then Blue Book rates shall apply with markups for overhead appropriately accounted for.

- H. Prior to the commencement of force account work, the Contractor shall notify the City of its intent to begin work. Labor, equipment and materials furnished on force account work shall be recorded daily by the Contractor upon report sheets approved by the City. The reports, if found to be correct, shall be signed by both the Contractor and City, or inspector, and a copy of which shall be furnished to the City no later than the working day following the performance of said work. The daily report sheet shall thereafter be considered the true record of force account work provided. If the City, or inspector, does not agree with the labor, equipment and/or materials listed on the Contractor's daily force account report, the Contractor and City, or inspector, shall sign-off on the items on which they are in agreement. The City shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim notice according to the Standard Specifications or Green Book.
- I. The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations.
- J. To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the City, detailed and complete documented verification of the Contractor's and any of its subcontractor's actual costs involved in the force account pursuant to the pertinent Change Order or Field Order. Such costs shall be submitted within thirty (30) calendar days after said work has been performed. No payments will be made for work billed and submitted to the City after the thirty (30) calendar days period has expired.

The City shall retain 5% of each payment due CONTRACTOR under this contract until completion and acceptance of the PROJECT. The CONTRACTOR may elect to deposit securities of a value equivalent to the retention in accordance with the provisions of § 22300 of the Public Contract Code and thereby become entitled to receive 100% of the payments, without retention. The City will make the final determination as to the value of the posted securities. The amount of retention withheld may be reduced, or a portion of withheld retention may be returned, at the sole discretion of the City.

- K. The force account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The invoice shall be in a form acceptable to the City and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.
- L. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of

the net increase, if any. The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in this Section. The Contractor shall not claim for anticipated profits on work that may be omitted.

- M. Contractor shall submit at the pre-construction meeting a schedule of values, equipment listing, labor listing and the associated hourly rates.
- N. During any force account work, the contractor shall meet with the City's construction manager on a daily basis prior to start of work for each day agreeing of the labor, equipment and material for each day. At the end of the day, all the documentations for the day are reviewed, signed and submitted.

11. OBSTRUCTION:

The Contractor shall be required to work around public utility facilities and other improvements that are to remain in place within the construction area, or that are to be relocated and relocation operations have not been completed. The Contractor shall be held liable to the owners of such facilities and improvements for any damage or interference of service resulting from his operations.

The exact location of facilities and improvements within the construction area shall be ascertained by the Contractor prior to using any equipment that may damage such facilities, or interfere with their service. The City shall not be responsible for the exact location of any utilities.

Other forces may be engaged in moving or reconstructing utility facilities or other improvements, or in maintaining service of utility facilities, and the Contractor shall cooperate with such forces and conduct their operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces.

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

Attention is directed to Section 400, "Existing Improvements" and Section 402, "Utilities" of the Standard Specifications.

The Contractor is advised of the existence of the utility notification services provided by Underground Service Alert (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48-hours of notice to the Underground Service Alert by calling 811 or 1-800-422-4133. If working in Caltrans ROW, the contractor is to contract Caltrans to coordinate mark-outs before any digging can proceed.

The Contractor is to coordinate with the City seven days in advance of needing bracing of SDG&E or other utility facilities. No fees will be required of the contractor.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating near any of their facilities. The utility companies listed below shall be contacted as indicated.

12. CONTRACTOR RESPONSIBILITY--PROPERTY DAMAGES WITHIN CONSTRUCTION AREAS:

In addition to the provisions of the general conditions of the City of La Mesa, the Contractor shall be responsible for, and hold the City harmless from, any and all damages which occur by reason of the Contractor's operation within the limits of the construction areas, and shall be responsible for restoring in kind at no cost to the City, all fences, walls, landscapes, irrigation and all other existing improvements, and shall replant in kind all lawn, grass, shrubs, trees and all other landscaping destroyed during construction to as nearly as their original location and conditions as is reasonably possible to the satisfaction of the City Engineer.

13. AFFIRMATIVE ACTION PROGRAM:

In connection with the performance of work under this contract the Contractor shall conform to the provisions of the City of La Mesa's "Affirmative Action Program" Resolution 12195 (copy attached) and these special conditions.

It is the intent of the City of La Mesa as the awarding authority of this contract to perform the agency administrative functions where applicable and required by said Affirmative Action Program as defined by the administrative code stated therein.

Also, all questions concerning said program and compliance therewith shall be directed to the City Engineer of the City of La Mesa.

14. SUBMITTALS:

Comply with the Standard Specifications for Public Works Construction. Submittals shall be provided where called for in the special provisions of the specifications.

15. EXAMINATION OF SITE AND DOCUMENTS:

- (A) Prior to submission of his bid, each bidder shall carefully examine all contract documents and shall visit the site and shall fully inform himself/herself as to all existing conditions and limitations to the work.
- (B) If, after examination of site and documents, there is any doubt as to intent or meaning, or if any discrepancies, omission, ambiguities, or conflicts be found, he shall bring these to the City Engineer's attention in sufficient time before bid opening to allow the issuance of clarifying addenda.
- (C) Each bidder, by the act of submitting his bid, shall be deemed to have complied with the above items and it will be assumed that his bid takes into consideration such conditions and limitations applying to the work.

16. RECORDS:

Each Contractor and subcontractor is required by Section 1776 of the Labor Code of the State of California to keep accurate payroll records,

showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker employed by him in connection with this project; the Contractor's and subcontractor's payroll records shall be available for inspection at all reasonable hours, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship.

The Contractor shall submit weekly a copy of all payrolls to the City. The copy shall be accompanied by a statement signed by the employer or his agent which certifies that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations and that the classifications set forth for each laborer or mechanic conforms with the work he performed. The prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

17. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:

All insurance costs shall be included in the Contractor's bid. This includes extra costs, if any, for "Claims Made" basis coverage extending the reporting period ("tail coverage").

Notwithstanding any other provisions of this document, Section 15 of the City's Information for Bidders and the special insurance provisions, if any, noted below for this project shall be in addition to Section 7-3, "Insurance", of the Standard Specifications for Public Works Construction.

Coverage shall be provided for "X, C, U" exposures.

18. INSURANCE CARRIER AND BONDING COMPANY RATINGS FOR PUBLIC WORKS CONTRACTS:

All surety bonding companies shall be admitted to do business in the State of California, be authorized to transact surety insurance in the State of California, and must also have assets which exceed their liabilities in an amount equal to or in excess of the amount of the bond.

19. SCHEDULE OF WORK:

At the pre-construction conference, the Contractor shall distribute a proposed schedule of work, which shall be subject to the Engineer's approval. (See GREENBOOK Section 6, "Prosecution and Progress of the Work")

20. LAWS TO BE OBSERVED:

The Contractor shall comply with Chapter 7.22 "Mandatory Recycling" of the La Mesa Municipal Code. The following materials shall be recycled and the Contractor shall provide Affidavit of Recycling for them:

Dirt
Sand
Concrete
Asphalt
Rock

Land Cleaning Brush
Metal Products

21. NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES)- STORM WATER POLLUTION PREVENTION

The Contractor shall ensure at all times that no construction material, sediment, or non-storm water is permitted to enter the storm drain system.

Upon award of the project and prior to commencement, the Contractor shall submit a detailed Best Management Plan Drawing (BMP) specifying the locations of construction BMP features. Approval from the City's Engineering Department is required prior to project commencement. Once approved, the document shall be incorporated into the Storm Water Pollution and Prevention Plan (SWPPP), which will be furnished by the City of La Mesa at no cost to the Contractor. Updates and inclusions to the SWPPP shall be done by a Qualified SWPPP Practitioner (QSP). All protocol and procedures shall conform to the requirements set forth by the Construction General Permit (CGP). The SWPPP shall be updated as necessary to address site conditions. The SWPPP shall be available at the site during working hours while construction is occurring and made available upon request by a State inspector or Engineer within 1-hour of request.

All storm water documents shall be uploaded to the storm water transmittal thread in Virtual Project Manager (VPM). The cost of preparation of storm water documents shall be included within the designated water pollution control line item, mobilization cost sum, or incorporated in the contract total amount. No additional payment shall be made for this item. Additionally, the Contractor shall submit BMP condition updates on VPM within the daily reports section as described in Special Conditions Section 23.

The General Contractor's designated QSP shall possess the required certifications and experience as required by the Construction General Permit Section VII.B.3. The QSP shall be responsible for non-storm water and storm water visual observations, sampling and analysis, preparation of the annual compliance evaluation, and the elimination of unauthorized discharges. The QSP shall be onsite daily to evaluate conditions of the site with respect to storm water pollution prevention.

The General Contractor shall indemnify the City of La Mesa, its elected officials, employees, and agents, of any penalties which may arise due to improper placement or maintenance of storm water BMPs. The general contractor is solely responsible for any fines which are issued by regulatory agencies due to storm water BMP negligence, failure, or other violation of the regulatory permits listed in this Section. Contractor's failure to pay such fines shall result in withholding or deducting the fine amount from the Contractor's invoice.

For the purposes of payment, the City of La Mesa will divide the BMP line item lump sum by the number of working days in the project. Upon discovery of improper deployment and/or maintenance of storm water BMPs onsite as per approved plans, the City of La Mesa shall calculate a percentage for each category of BMPs which are effectively deployed onsite. The four equally weighted BMP categories include; erosion control, sediment control, tracking control, and materials management. The City of La Mesa shall release payment of monies based on the percentage of effectively deployed BMP categories for each working day.

The City shall have the option to deduct the BMP line item cost, and issue a penalty of \$250.00 per day for non-compliance.

The BMP drawing and updates to the SWPPP shall be in conformance to the City of La Mesa's Ordinances and Storm Water Best Management Practices Guidelines.

- o Contractor shall maintain an effective combination of erosion and sediment Best Management Practices control as directed by the City.
- o Contractor shall inspect and maintain BMPs daily.
- o Contractor shall provide the City with emergency 24-hour telephone number(s) of responsible contractor personnel and details of protective measures, including desilting basins or other temporary drainage and/or control measures.
- o Adequate erosion and sediment control materials and/or BMP devices shall be available on site at convenient locations to facilitate rapid installation or to repair any damaged erosion and sediment control measures when rain is imminent. All removable protective devices shall be in place at the end of each day when the five (5) day rain probability forecast exceeds forty (40) percent.
- o Remove all silt and debris from check berms and desilting basins after a rainstorm and as needed to assure proper operation.
- o Sewer spills, asphalt and debris must not be allowed to discharge into storm drains.
- o Contractor is advised that, based upon actual site conditions, other erosion and sediment control devices, and/or revisions to the Contractor's erosion and sediment control program may be requested by the City Engineer at no cost to City, to satisfy requirements of this article.
- o Provide street cleaning, such as sweeping or vacuuming, at locations around the project site where construction traffic has caused tracking of sediments onto public or private paved streets, roads, and hardscape. Washing or flushing of sediment or debris into adjacent storm drain systems is prohibited.
- o Mechanical sweepers shall be only Vacuum-Type or Regenerative Air Sweepers. Sweeping speed not to exceed 6 mph. At least, two passes shall be made.
- o All stockpiles and material storage areas shall be covered daily per City of La Mesa Jurisdictional Urban Runoff Management Program (JURMP)
- o Street must be cleaned daily before the end of the workday. If excess sediments have tracked onto the streets or if rain is expected, clean the street as often as necessary to keep the street clean at all times or as directed by the Engineer. Remove and dispose of sediments properly.

The Contractor shall also comply with the following requirements:

- City of La Mesa Municipal Code Chapter 7.18 Storm Water Management and Discharge Control
- City of La Mesa Jurisdictional Urban Runoff Management Program (JURMP)
- City of La Mesa Storm Water Best Management Practices Standards, Manual I <http://www.cityoflamesa.com/DocumentView.aspx?DID=2019> and Manual II <http://www.cityoflamesa.com/DocumentView.aspx?DID=107>

- SWRCB Order No. 2009-0009-DWQ, NPDES General Permit No. CAS000002, Waste Discharge Requirements (WDRs) for Discharges of Storm Water Runoff Associated with Construction Activity, September 2009. http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/constpermits/wgo_2009_0009_complete.pdf
- SWRCB Order No. R9-2013-0001, NPDES No. CAS0109266, WDRs for Discharges of Urban Runoff from the Municipal Separate Storm Sewer Systems (MS4S). Draining the Watersheds of the County of San Diego, the incorporated Cities of San Diego County, and the San Diego Unified Port District, adopted May 8, 2013 and as amended by Order No. R9-2015-0001, adopted February 11, 2015. http://www.waterboards.ca.gov/sandiego/water_issues/programs/stormwater/docs/updates030415/2015-0303_Final_Amended_Attachment_No_1_Order_2013-0001.pdf
- California Regional Water Quality Control Board (RWQCB), San Diego Region, Groundwater Extraction Waste Discharges To Surface Waters within the San Diego Region Except for San Diego Bay, Order No. R9-2008-0002, NPDES No. CAG919002. [http://www.waterboards.ca.gov/sandiego/board_decisions/adopted orders/2008/r9-2008-0002.pdf](http://www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2008/r9-2008-0002.pdf)
- California Regional Water Quality Control Board (RWQCB), San Diego Region, Groundwater Extraction Waste Discharges To Surface Waters within the San Diego Region Except tributary to San Diego Bay, Order No. R9-2007-0034, NPDES No. CAG919001. [http://www.waterboards.ca.gov/sandiego/board_decisions/adopted orders/2007/r9-2007-0034.pdf](http://www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2007/r9-2007-0034.pdf)
- Caltrans Storm Water Quality Handbooks, Construction Site Best Management Practices Manual, dated March 2003 or latest revision thereof. http://www.dot.ca.gov/hq/construc/stormwater/CSBMPM_303_Final.pdf
- Order No. R9-2002-0020, NPDES No. CAG679001, General Waste Discharge Requirements for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters and Storm Drains or Other Conveyance Systems, San Diego Region. [http://www.waterboards.ca.gov/sandiego/board_decisions/adopted orders/2002/2002_0020.pdf](http://www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2002/2002_0020.pdf)

22. TERMINATION

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under the Contract Documents, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, the City shall thereupon have the right to terminate the Contractor immediately by giving written notice of such termination and specifying the effective date thereof. In any such event, all finished or unfinished work and materials shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

23. VIRTUAL PROJECT MANAGER (VPM)

VPM allows for paperless documentation and project administration. All posted information is available to all personnel involved with the project at any time using the internet.

The use of VPM by the contractor is mandatory. The contractor shall use the following features: Daily Logs-the contractor shall submit a daily report here. Change Order Manager-contractor requests for change order

must be submitted here. Certified payroll shall be submitted electronically on a monthly basis with each pay application to the Certified Payroll Transmittal. Pay applications shall be submitted electronically to the Pay Application Transmittal. An updated schedule shall be submitted with each pay application to the Schedule Transmittal. Submittal shall be submitted electronically (when possible) to the Submittal area. Requests for information (RFIs) shall be submitted electronically in the RFI area.

In order to utilize VPM, the contractor needs a laptop computer, wireless internet access, a digital camera and a scanner. For more information, go to: www.virtual-pm.com.

Access to VPM will be provided by the City at no cost to the contractor.

24. CONSTRUCTION STREET SWEEPING SPECIFICATION

- A. Provide street cleaning, such as sweeping or vacuuming, at locations around the project site where construction traffic has caused tracking of sediments onto public or private paved streets, roads, and hardscape. Washing or flushing of sediment or debris into adjacent storm drain systems is prohibited.
- B. Mechanical sweepers shall be only Vacuum-Type or Regenerative Air Sweepers. Sweeping speed not to exceed 6 mph. At least, two passes shall be made.
- C. Street must be cleaned daily before the end of the workday. If excess sediments have tracked onto the streets or if rain is expected, clean the street as often as necessary to keep the street clean at all times or as directed by the Engineer. Remove and dispose of sediments properly.

25. TRAFFIC CONTROL AND SAFETY PLAN

All traffic control shall comply with Part 6 of the California Manual on Uniform Traffic Control Devices (latest Edition) and San Diego Regional Standards.

Prior to the start of construction, the Contractor shall submit detailed traffic control and safety plans to the City Engineer for approval. Plans must include the type, size and location of signs (including offsite advisory signs), spacing between signs, location and type of barricades, length of transitions, flashers, flagmen, and all safety measures for pedestrians and/or detours for traffic. Traffic control and Safety Plan shall be prepared by a qualified traffic and safety technician. The City will reject the traffic control and safety plan if it does not meet City's submittal requirements and industry standards.

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. The Contractor shall be responsible for all notifications to property owners, including any updates and daily notifications, along with maintaining access to residences. This requirement shall apply continuously and shall not be limited to normal working hours. Refer to Section 5-7, "Safety", of Standard Specifications.

No work that interferes with public traffic on all streets, shall be

performed between 4:30 p.m. and 7:30 a.m. Monday through Friday, or Saturdays, Sundays and designated legal holidays unless authorized by the City Engineer. The full width of the traveled way shall be open to public traffic when construction operations are not actively in progress.

Temporary skid-resistant steel plating or portable concrete barrier may be required when trenching cannot be secured overnight by backfilling and temporary surfacing. Steel plating is limited and shall be approved by the City Engineer prior to use. If permitted, temporary paving materials shall be used to feather the edges to the plates (6" min.) to minimize wheel impact.

Contractor shall install trench plates flush with ground on streets with a posted speed of 35 mph or greater, or on steep streets where possible trench plate slippage may occur due to the steepness of the roadway. Trench plate installation shall be per La Mesa Standard Drawings, available on the City's website for download and use.

The Contractor shall be responsible for furnishing and installing all necessary trench plates and k-rails to protect vehicular traffic from any exposed excavation areas.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

No equipment may be stored/parked on Right-of-Way within the construction site unless the following conditions are satisfied:

Equipment may only be stored/parked in parking lanes only. Contractor has received approval from City Engineer to park/store equipment and flashing barricades are provided for each piece of equipment.

- a) Equipment is parked/stored in a legal section. That is "parking/storage" is NOT allowed at the red curbs or restricted location.
- b) Proper and appropriate safety measures meeting construction safety standards are met.

The lump sum price paid for traffic control and site safety shall include full compensation for furnishing the Traffic Control and Safety Plans, all labor (including flagging costs and persons[s] to safely control pedestrian and vehicular traffic), materials (including temporary and permanent striping and signs), tools, equipment and incidentals, and for doing all work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic controls system as specified in the Standard Specifications and these Special Provisions, and as directed by the City Engineer, and no additional compensation will be allowed therefor.

26. MOBILIZATION/DEMOBILIZATION

Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all equipment; furnishing and erecting, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items:

- a. Installing temporary construction power and wiring.
- b. Developing construction water supply.
- c. Arranging for and erection of Contractor's work and storage yard.

- d. Submittal of all required subcontractor insurance certificates and bonds.
- e. Obtaining all required permits.
- f. Posting all OSHA required notices and establishment of safety programs.
- g. Have the Contractor's superintendent at the job site full time with a cellular phone.
- h. Final site cleanup.
- i. Demobilization.

Refer to Section 7-3.4, Standard Specifications.

The Contractor's attention is directed to the condition that no payment for mobilization or any part thereof, will be approved for payment under the contract until all mobilization items listed above have been completed as specified. Full compensation for any necessary mobilization required shall be considered as included in the prices paid for the lump sum bid price for Mobilization/Demobilization, and no additional compensation will be allowed therefor. The maximum Mobilization/Demobilization bid shall not exceed six percent (6%) of the total contract amount submitted for the Bid Schedule.

Payment for this Bid Item shall be paid in two portions. At the beginning of the contract, 50% of this Bid Item shall be paid for Mobilization. After 100% of the contract is completed to the satisfaction of the City Engineer, including all punch list items, and the contractor has fully demobilized, the remaining 50% of this Bid Item shall be paid for Demobilization.

27. CONSTRUCTION STAKING, SURVEYING AND POTHOLING:

The Contractor will provide the surveying, construction staking, and potholing, which are necessary to complete the work. The cost of any surveying, construction staking and potholing will be paid per lump sum, and no additional compensation will be allowed. All surveying and construction staking as required to construct SDG&E facilities shall be self-performed by SDG&E, unless otherwise approved.

Contractor shall preserve existing property monuments. Existing property and survey monuments disturbed or destroyed by the Contractor's operation during construction shall be replaced by a licensed civil engineer or land surveyor, and corner records shall be recorded with the San Diego County Recorder's Office in conformance with the California Land Surveyor's Act. This work shall be considered as included in the prices paid for other related items of work, and no additional compensation will be allowed therefor. A copy of all corner records shall be furnished to the City at no additional compensation.

28. CAL-OSHA PERMIT:

The Contractor is required to obtain a permit from the Division of Occupational Safety & Health (DOSH) for construction of trenches or excavations which are five feet or deeper and into which a person is required to descend.

29. ADVANCE NOTICE:

The Contractor shall give advance notice in writing, of at least five (5) working days prior to commencement of work, to all property owners, residences and business centers affected by the construction of this project. Work shall not commence without providing the Engineer proof of advanced notification.

Contractor shall post and maintain No-Parking signs with the correct activity date and time for construction notification, paving notification, and/or work zone notification at least 48 hours in advance of commencement of work. This notification shall apply to all construction work and re-notification of affected residences for work that has been suspended for at least fourteen (14) calendar days.

Contractor shall re-notify the neighborhood at least 48 hours in advance and obtain approved and valid TC permit prior to completing the punch list items if such items are not being addressed at the time of construction and are deferred to a later date.

30. PERMISSION FROM PROPERTY OWNERS:

The Contractor's attention is directed to Section 2-3, "Right-of-Way", of the Standard Specifications. If applicable, the Contractor shall obtain permission from property owners affected by construction activities, construction debris, discarded materials and construction materials stored on private property.

A copy of these permissions shall be filed with the City of La Mesa/Engineering Department.

31. PROPERTY ACCESS:

Contractor shall maintain access to businesses and private property during construction of the project. Property owners shall be notified two days in advance when access to their property will be limited. Skid-resistant plates may be used to maintain continuous access.

32. STAGING AREA:

Contractor shall submit to the City the location of Contractor's staging area for prior approval. A storage yard may be furnished by the City Engineer upon availability of space and approval of storage yard layout as submitted by the Contractor. A yard layout plan shall be submitted to the City Engineer for approval prior to any materials or equipment being stored. The yard layout shall also be incorporated into the Contractor's Stormwater Pollution and Prevention Plan.

Staging Area: No equipment may be stored nor parked on Right-of-Way within the construction site unless the following conditions are satisfied:

- a. Equipment may only be stored or parked in parking lanes only if such lane exists within the construction zone.
- b. Contractor has received approval from City Engineer to park or store equipment.
- c. Equipment is parked or stored in a legal section. That is, parking or storage is NOT allowed at red curbs or restricted locations.
- d. Proper and appropriate safety measures conforming to construction safety standards are met.
- e. All equipment parked overnight must be parked behind flashing barricades.

All materials removed shall be disposed of away from the project at an approved site. The Contractor shall immediately clean, sweep, and vacuum the street after each removal. The temporary storage of excavated material along the public right-of-way or at private property shall not be allowed. When hauling is done over the public streets, loads shall

be trimmed and watered to eliminate spillage and dust. Prior to final inspection, the Contractor shall submit a signed affidavit stating that all trash, debris and removed material and excavation has been disposed of in a legal manner. The removal and disposal of all the materials shall be in accordance with applicable subsections of Section 300 of the Standard Specifications.

The Contractor shall place his own or rent from EDCO a construction dumpster to dispose of all trash, debris and construction waste on a daily basis. Contractor shall maintain the dumpster and have it emptied as needed or as ordered by the City. No trash shall be allowed to be stored on any job site. Contractor shall apply for a permit from the Engineering Dept. to place the dumpster. Cost of renting and placement of the dumpster is part of each item of this contract and no additional payment shall be made to the contractor. Failure to comply with the above within 24 hours of a request made by the City may result in the City deducting all costs associated with remedying the trash removal by other means from the contract.

33. WATER FOR CONSTRUCTION PURPOSES:

The Contractor shall purchase all water required for construction, including water for flushing. Contractor shall obtain the water meter from the Helix Water District and shall pay Helix Water District all applicable fees at no additional cost to the City. The two and one-half inch (2-1/2") port shall be free for use in the event of fire.

Water meters may be rented for a fee by contacting Helix Water District.

34. PAYMENT FOR ITEMS NOT INCLUDED IN THE PROPOSAL

Payment for any item not included in the proposal but required to be performed by the Contractor in accordance with either the plans or specifications, or performance of work according to industry standards, shall be considered to be included in the payment for other contract items of work and no separate payment will be allowed therefor.

35. ONE-YEAR GUARANTEE ADDED

In addition to guarantees required in General Conditions, all materials shall be guaranteed by Contractor for a period of one (1) year from the date of acceptance of work by City. Should any defects develop during this period in materials or faulty workmanship, the Contractor shall furnish all necessary labor and materials to correct defect, without any additional cost to City.

36. REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all surface and subsurface water entering the excavations or other parts of the work to the satisfaction of the City Engineer. This may include, but not be limited to, coffer dams, well points, piping, pumps, French drains, etc., as necessary to accomplish the above.

Disposal of water from de-watering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to, but is not limited to, the following regulations, Porter-Cologne Water Quality Control Act, 1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

37. RECORD KEEPING-RECORD DRAWINGS

The Contractor shall keep accurate construction records on a set of project prints of all additions and deletion to the work, and of all changes in location, elevation and character of the work not otherwise

shown on contract documents. Prior to acceptance of the work, the Contractor shall furnish such "RECORD or As-Built" information to the engineer for approval. Payment for maintaining "As-Built" records shall be considered as included in other items of work and no separate payment will be made therefore.

HIGHWOOD PARK COURT RESURFACING PROJECT, Bid No. 22-16

STATE WAGE RATES

(SEE STATE WEBSITE OF <http://www.dir.ca.gov/dlsr/PWD/index.htm>)

CITY OF LA MESA
HIGHWOOD PARK COURT RESURFACING PROJECT

SPECIAL PROVISIONS

**MODIFICATIONS TO THE "GREENBOOK" STANDARD SPECIFICATIONS FOR PUBLIC
WORKS CONSTRUCTION**

PART 1 - GENERAL PROVISIONS

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

1-1 GENERAL, ADD the following:

Part 1 shall conform to Part 1 of the "Greenbook" Standard Specifications for Public Works Construction (2021), including regional Supplement Amendments, except for the following changes and/or additions, and shall be performed in accordance with San Diego Regional Standard Drawings. In case of discrepancy, these special provisions shall take precedence. Copies of pertinent standard drawings are enclosed with these documents for the Contractor's convenience. However, this does not relieve the Contractor from obtaining appropriate drawings, if the standard drawing is not included. References to these various standards have been made in these special provisions. These references apply directly to the work the Contractor is to perform.

SECTION 3 - CONTROL OF THE WORK

3-7 CONTRACT DOCUMENTS

3-7.1 GENERAL, ADD the following:

The Contractor shall maintain a complete set of contract documents and submittals in the field, including plans and specifications, addenda, change orders and test reports. These items shall be kept in good order, not used for construction purposes, and accessible to the Field Engineer and Resident Engineer at any time. These documents shall be kept current with all changes made or discovered during the course of construction, and shall be turned over to the Resident Engineer in the form of "as built" drawings, as required herein.

3-8 SUBMITTALS

3-8.1 GENERAL, ADD the following:

Within a minimum of 10 working days prior to anticipated construction, the Contractor shall submit all documentation pertaining to the materials and method of execution proposed to satisfy the requirements of these specifications. The Engineer's approval is required prior to the committing of any materials or the commencement of any work.

The Engineer shall either approve or disapprove each submitted item within 20 calendar days of submittal subject to the completeness of the Contractor's submittal. Actual elapsed time for the Engineer's review is dependent upon the completeness and appropriateness of the documentation being submitted. Any deficiencies in the Contractor's submittals shall introduce additional

time for approval. Any delays caused by such deficiencies shall not be grounds for extension of project completion dates. The Contractor shall anticipate review intervals and schedule submittals accordingly, so as to ensure the project's progress.

The Engineer's approval of any submitted documentation shall in no way relieve the Contractor from compliance with the performance requirements as specified herein. Submittals required by this project shall include, but not be limited to, the following:

- Best Management Practices Plan
- Court Preparation Method and Application
- Acrylic Products Mixing Ratios Cutsheet
- Court Surfacing and line paint Cutsheet and Specification including Detailed Color Palette and Sample Panels
- Chain link Fence Fabric Cutsheet
- Court Gate Cutsheet
- Tennis Court and Pickleball courts Netting Cutsheet

Supervision of the materials and installation requirements, as specified herein, shall be provided to insure a clean and playable court surface. Installation shall be certified and submitted to the Engineer prior to final acceptance and payment.

3-8.2 WORKING DRAWING, ADD the following:

The Contractor shall keep accurate construction records on a set of project prints of all additions and deletions to the work, and of all changes in location, elevation and character of the work not otherwise shown on contract documents. Prior to acceptance of the work, the Contractor shall furnish such "As-Built" information to the Engineer on a clean set of plans for approval. Payment for maintaining "As-Built" records shall be considered as included in other items of work and no separate payment will be made therefore.

3-8.3 SHOP DRAWINGS, ADD the following:

All submitted product data shall be legible and be the most up to date information provided by the manufacturer. Any data sheets provided which are dated beyond the last two years shall be accompanied by a letter or certification by the manufacturer that it is the most current information available. Failure to provide such information shall be grounds for rejection of that item. If multiple options are shown on the same data sheet, the item which is being proposed shall be clearly identified by underlining or some other form.

3-12 WORK SITE MAINTENANCE

3-12.4 STORAGE OF EQUIPMENT AND MATERIALS

3-12.4.1 GENERAL, ADD the following:

Contractor is responsible for proper storage of the acrylic products, as well as the sand aggregate, to be used for this project.

3-12.6 WATER POLLUTION CONTROL

3-12.6.2 BEST MANAGEMENT PRACTICES (BMPs), ADD the following:

Contractor shall be responsible for protection of existing storm drain facilities from the entrance of tack coat wash, saw cutting sludge and other pollutants. Contractor shall utilize Best Management Practices (BMPs) during the construction operations and conform to all local, state, and federal regulations regarding pollutants and their control.

3-12.6.5 PAYMENT, ADD the following:

Payment for Water Pollution Control shall be at the contract lump sum price (LS) as shown in the bid. The lump sum price shall include full compensation for furnishing all labor, materials, equipment and incidentals necessary to perform the work, complete and in place. The work includes, but is not limited to, preparation of a Site Storm Water Pollution Prevention Plan (Plan showing BMP layout) and implementation of Best Management Practices (BMPs), submittal costs, temporary and permanent improvements, such as gravel dams, silt fencing, site clean-up, silt removal, vehicle clean-off areas, etc., in accordance with the Federal, State, and local Regional Water Quality Control Board and City of La Mesa requirements for water pollutant control. The contractor shall submit their BMP plans for approval prior to start of the construction. This plan shall be used to measure for the payment.

No additional compensation for this work is allowed. This item will be paid for on daily basis over the contract time and daily completion of BMP activities (e.g. sweeping) and satisfactory maintenance and good working conditions of BMP facilities (e.g. replacement of broken gravel bags).

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6-1.1 CONSTRUCTION SCHEDULE, ADD the following:

The Contractor's proposed construction Schedule shall be submitted to the Engineer via Virtual Project Manager (VPM) within ten (10) working days after the date of the Notice of Award of contract.

SECTION 7 - MEASUREMENT AND PAYMENT

7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

7-1.1 GENERAL, ADD the following:

Scaled dimensions are approximate. Before ordering materials or commencing work which is dependent on proper size and installation, the Contractor shall verify all dimensions and quantities by taking measurements in the field, and shall be responsible for their correctness. Any discrepancies between the contract documents and actual site conditions shall be reported to the Resident Engineer for adjustment before any work affected is begun.

7-3 PAYMENT

7-3.4 MOBILIZATION, ADD the following:

The payment item for Mobilization shall also include Demobilization and removal of all equipment, tools, materials, and personnel from the site, as

well as any and all other overhead costs due to the project not listed as separate bid items. Fifty percent of the lump sum line item may be paid after mobilization. The remaining fifty percent shall not be paid until after the contractor has completed all work including punch list items and removed all equipment and materials from the job site and the surrounding area has been satisfactorily cleaned.

7-4 PAYMENT FOR EXTRA WORK

7-4.1 GENERAL, ADD the following:

Payment for any item not included in the bid proposal in accordance with either the plans or specifications, shall be considered to be included in the payment for other related contract items of work and no separate payment will be allowed.

PART 2
SPECIAL PROVISIONS
CONSTRUCTION MATERIALS

PART 2 SHALL CONFORM TO PART 2 OF THE 2021 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, INCLUDING SUPPLEMENT AMENDMENTS, EXCEPT FOR THE FOLLOWING CHANGES AND/OR ADDITIONS:

If any of the sections or part of sections below contradict or are not in conformance with current California Codes and Regulations at the time of bidding, the Contractor will assume that the current California Codes and Regulations supersedes that item in these specifications unless it is specifically called out to modify or supersede the current code or regulation. When there are two or more specifications for same item or work the contractor shall bid the more expensive item or work specified.

SECTION 206 MISCELLANEOUS METAL ITEMS

206-6 CHAIN LINK FENCE

206-6.2 MATERIALS FOR POSTS, RAILS, AND BRACES, ADD the following:

The materials for posts, rails and braces shall be Class 1, ASTM F1083 Schedule 40 pipe. Sizing of posts, rails, and braces shall conform to Table 206-6.2.

206-6.3 CHAIN LINK FABRIC

206-6.3.2 GALVANIZED FABRIC ADD the following:

FENCE FABRIC- The fence fabric shall be 9-gage galvanized chain link fabric with 1-3/4 inch diamond mesh opening. The fence fabric shall be 12 feet in height and cover in length the perimeter of the court, including the interior fencing that divides the separate courts and consider the existing gates in place.

PICKLEBALL NET and POST- The pickleball net shall be made of at least 3 mm braided polyethylene, include a vinyl coated 5/32 inch headband steel cable looped each end and vinyl tape on sides and bottom. The pickleball net shall be 22 feet in length and 36 inches in height, at the posts, and 34 inches in height at the center of the net. The steel cable shall be at least 27 feet long with break strength of at least 1200 lbs. The pickleball nets shall be held taut with ½ inch Fiberglass dowels in the side pockets. The pickleball net posts shall be made out of steel, be green, have a wall thickness of at least ¼ inch thick, have an outside diameter of at least 2-7/8 inch, and a 54-inch overall length.

TENNIS NET and POST- The tennis net shall be made of at least 3 mm braided polyethylene, include a vinyl coated 5/32 inch headband steel cable looped each end and vinyl tape on sides and bottom. The tennis net shall be 42 feet in length and 42 inches in height, at the posts, and 36 inches in height at the center of the net. The steel cable shall be at least 47 feet in length with break strength of at least 1200 lbs. The tennis net shall be held taut with ½ inch fiberglass dowels in the side pockets. The tennis court net posts shall be provided by the owner.

DIVIDING FENCE- The dividing fence shall be made of 1-3/4 inch diamond 9-gauge galvanized chain link fabric. The dividing fence, located between the pickleball Courts on Court #3, as shown on the plans, shall be 36 feet in length and 48 inches in height. The dividing fence fabric shall be fastened to the existing ground posts located at the middle of the court. The top rail of the dividing fence shall be covered with Yellow 4-1/2 inch diameter corrugated plastic tubing fence crown.

COURT GATE- The court gate shall be made of 1-3/4 inch diamond 9-gauge galvanized chain link fabric and be 4 feet in width and 7 feet in height. The court gate, located between court #2 and court #3, as shown on the plans, shall use the same size pipes as the existing fence posts, and rails. The contractor is responsible furnishing all metal hardware required to properly install the gate including a latch with padlock provision.

SECTION 210 PAINT AND PROTECTIVE COATINGS

ADD the following:

ACRYLIC CRACK FILLING AND LEVELING MATERIAL- Shall be 100% acrylic emulsion used for filling cracks and/or low areas ("bird baths") in concrete pavement or court surface. Product is Plexipatch Acrylic Crack & Leveling Compound, manufactured by California Products Corporation, Inc., Andover, Massachusetts, 1-800-225-1141, or approved equal.

ACRYLIC RESURFACER- Shall be heavy bodied 100% acrylic emulsion used for filling and sealing surfaces upon which acrylic color sealers are to be applied. Product is Plexipave Acrylic Resurfacer, manufactured by California Products Corporation Inc., Andover, Massachusetts, 1-800-225-1141, or approved equal.

ACRYLIC COLOR SEALER- Shall be a 100% acrylic latex, full depth color sealer for use on all-weather tennis, basketball and other sports court surfaces. The color sealer shall be resistant to deterioration from ultra-violet rays as well. Color at the option of the Owner. Product is Fortified Plexipave Acrylic Color System, Standard Version, manufactured by California Products Corporation Inc., Andover, Massachusetts, 1-800-225-1141, or approved equal.

JOINT FILLER- Shall be polyurethane-based, elastomeric sealant for use on all working joints on the concrete pavement and court surfaces. Product is Sikaflex-2c SL, manufactured by Sika Corporation, Inc., Marion, Ohio, 210-933-8800, or approved equal.

Color of surface for court #1, the basketball court, shall be all Pacific Blue, except for the center circle and the free throw lane, which shall be light green. Color of surface for court #2, the multi-purpose court, shall be Pacific Blue for the outer court and Light Green for the inner court. Color of surface for Court #3, the Pickleball court, shall be Pacific Blue for the outer court and Light Green for the inner court, excluding the Non-Volley Zone, which shall be Pacific Blue. Refer to plans for detailed color layout of the courts surfacing. Submit color samples to Project Manager for approval prior to applying color sealer.

LINE PAINT- Shall be highly pigmented, 100% acrylic line marking paint for use on Tennis, Pickleball, Basketball and Racquetball courts or other recreational game markings. Product is Hi-Hide Plexicolor Textured Line

Paint, manufactured by California Products Corporation, Inc., Andover, Massachusetts, 1-800-225-1141, or approved equal.

Color of line paint for basketball and tennis court striping shall be White. The line paint for the pickleball court striping shall be Yellow, and the volleyball court striping shall be Red. Refer to plans for detailed color layout of the courts striping.

PART 3
SPECIAL PROVISIONS
CONSTRUCTION METHODS

PART 3 SHALL CONFORM TO PART 3 OF THE CURRENT STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, INCLUDING SUPPLEMENT AMENDMENTS, EXCEPT FOR THE FOLLOWING CHANGES AND/OR ADDITIONS:

If any of the sections or part of sections below contradict or are not in conformance with current California Codes and Regulations at the time of bidding, the Contractor will assume that the current California Codes and Regulations supersedes that item in these specifications unless it is specifically called out to modify or supersede the current code or regulation. When there are two or more specifications for same item or work the contractor shall bid the more expensive item or work specified.

SECTION 304 METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE

304-3.2 FENCE CONSTRUCTION ADD the following:

CHAIN LINK FENCE FABRIC INSTALLATION- The existing chain link fence fabric in place shall be removed from fasteners while in construction and replaced with new furnished chain link fabric after all work is complete. The existing line posts, gate posts, rails, and metal hardware shall be protected in place, unless it is structurally compromised.

DIVIDING FENCE POST AND FABRIC POST INSTALLATION- The dividing fence post shall be a circular footing a minimum of 36 inches below the court surface and shall be poured at the minimum with Class 500-C-2500 concrete. The diameter of the footing shall be at least 4 times the outside diameter of the post. The footings shall be separated a maximum of 10 feet apart and 3 feet apart from the existing ground post in court #3, measured from the centerline of the post. Digging for the posts shall be performed before surfacing. The post shall be embedded in the footing, leaving 2 inches of clear cover and set in place completely vertical. The top of the footing shall have a smooth concrete finish and be flush with the court surface. The chain link fabric shall be mounted onto the posts using the necessary hardware to properly install the fabric.

Court Gate and Post Installation- The court gate post footing shall be a circular footing a minimum of 36 inches below the court surface and shall be poured at the minimum with Class 500-C-2500 concrete. The diameter of the footing shall be at least 4 times the outside diameter of the post. The court gate terminal post footing shall be placed 6 feet perpendicular from the perimeter fence and use the existing line post located 10 feet perpendicular from the perimeter fence. The post shall be embedded in the footing, leaving 2 inches of clear cover and set in place completely vertical. Bracing for the court gate shall be installed using mid rails above the gate opening and on the sides. The contractor shall follow the manufacturer instructions for mounting the court gate onto the posts.

PICKLEBALL NET POST INSTALLATION- The pickleball net post footings shall be a bell-shape footing a minimum of 36 inches below the court surface and shall be poured at the minimum with Class 500-C-2500 concrete. The diameter of the

footing shall be at least 4 times the outside diameter of the post. The center of the footings shall be placed at the centerline of the pickleball court and 22 feet apart measured from the centerline of the post. Digging for the net posts shall be performed before surfacing. The post shall be embedded in the footing and set in place completely vertical. The top of the footing shall have a smooth concrete finish and be flush with the court surface. The posts shall rest no higher than 1 inch above the net chord.

TENNIS NET POST INSTALLATION- The tennis net post, provided by the owner, shall be installed into the existing ground sleeve. The ground sleeve shall be cleaned and free from any debris prior to installing the net post.

304-3.4 Measurement and Payment ADD the following:

Payment for New Pickleball Net Posts (ea), shall include proper installation of the post footing flush with new surface and disposal of material taken from the hole.

Payment for the New Court Gate (ea), shall include the removal of existing fence fabric, and proper installation of the post footings. Dimensions of gate are shown on the plan and shall include all the necessary posts, cross bracing, galvanized chain link fabric, to provide a complete gate in place, and including a handle to match the existing gates. The Tennis Gate schedule item shall be designated a specialty item in the bid, and will not be included in the calculation towards the prime contractor's self-performance requirement as outlined in section 3-2 of the Standard Specifications for Public Works Construction.

Payment for New Court Fencing and the Dividing Fence (lf), shall include removal and proper disposal of existing fence and installation of new galvanized fence, as shown on the plans. The fence crown for the dividing fence shall be included in the payment. The Tennis Fencing and dividing fence schedule items shall be designated specialty items in the bid, and will not be included in the calculation towards the prime contractor's self-performance requirement as outlined in section 3-2 of the Standard Specifications for Public Works Construction.

SECTION 310 PAINTING (SURFACING MATERIAL)

310-5 PAINTING VARIOUS SURFACES, ADD the following:

SURFACE PREPARATION- To allow for the proper bonding of all new materials, the Contractor shall clean all areas of each sports court with a pressure wash system, prior to start of work. Scrape and thoroughly clean entire surface area of courts utilizing mechanical, commercial grade equipment where required, to provide a suitable, consistent, uniform base to install the Plexipave surface.

In areas where the existing surface coating shows signs of delamination, the Contractor shall remove all loose or delaminated surface coating by 10,000 PSI hydro-blasting. All water runoff and debris from hydro-blasting will need to be captured and vacuumed by the Contractor per NPDES requirements. Subsequent to the blasting process, the Contractor shall prime the surface in accordance to the coating manufacturer's specifications.

The Contractor shall remove all deteriorated or protruding caulking materials at construction joints on all courts and shall re-caulk all construction joints with Sika Flex 2C SL or approved equal compatible with final court surface. All surface preparation shall be approved by the Project Manager and/or the Public Works Inspector prior to commencing any sports court improvement work.

COURT LEVELING/CRACK SEALING - Upon the completion of the surface scraping and cleaning, the entire surface area of each court shall be checked for low areas. This shall be accomplished by virtue of water testing. The area shall be flooded with water and allowed to drain for ninety minutes during a sunlit day with a minimum ambient air temperature of 70 degrees Fahrenheit. Any area over 1/8 inch in depth shall be considered a low area depression and unacceptable. All such low areas shall be outlined with a suitable marking implement.

All low areas, which have been outlined in accordance with the procedure provided in the above section, shall be patched with an approved Crack Filling and Leveling product for the purposes of minimizing low areas where water will collect. The manufacturer's specifications for the preparation and use of their product shall be followed.

Grind all humped and heaved areas, as well as any cracks which are not level, and patch with Plexipave Court Patch Binder Acrylic Leveling Compound, to make as even as possible with surrounding surface area. The manufacturer's specifications for the preparation and use of their product shall be followed.

All cracks shall be thoroughly cleaned by whatever means necessary (the manufacturer's specifications for the preparation and use of their product shall be followed) to provide full access to the entire crack, thus allowing proper adhesion of the crack filling material. Any excess materials above and around the cracks on the court shall be removed.

APPLICATION OF ACRYLIC RESURFACER- After completion of the above preparation work, one coat of Plexipave Acrylic Resurfacer surface shall be installed as per manufacturer's guidelines and specifications. No Plexipave Acrylic Resurfacer installation is to proceed until the daily, average ambient air temperature is at least 50 degrees Fahrenheit and rising and when there is no predicted, imminent rain forecasted the day of the installation. The Contractor shall utilize the following proportions of materials in the Plexipave Acrylic Resurfacer: (Verify manufacturer's most current instructions).

- Acrylic Resurfacer 55 gallons
- Water (clear and potable) 20-40 gallons
- Sand (60 mesh) 600-900 gallons
- Liquid Yield 112-138 gallons

APPLICATION OF ACRYLIC COLOR SEALER- After the completion of the Plexipave Acrylic Resurfacer installation, the court shall be cleaned again in preparation for the application of the acrylic coatings.

Provide and install two (2) coats of Fortified Plexipave Acrylic Color Sealer system. The applications for Fortified Plexipave Acrylic Color Sealer shall be mixed in the following manner: 30 gallons undiluted Plexipave Acrylic

Color Base, 20 gallons undiluted Plexichrome Acrylic Color Base and 20 gallons potable water. The mix ratio shall apply to each coat. The applications rate for all coats shall be applied at a rate of not less than .15 gallons per square yard. The applications shall be applied lengthwise (Perpendicular to the baselines) on the court surfaces. The color sealer shall be applied using 24" or 36" 50 Durometer rubber squeegees approved by the manufacturer. The diluted material shall be homogenous. Segregation before or during application will not be permitted. The finish surface shall have a uniform appearance and shall be free from ridges and tool mark. Follow manufacturer's most recent instructions.

Color of surface for court #1, the basketball court, shall be all Pacific Blue, except for the center circle and the free throw lane, which shall be light green. Color of surface for court #2, the multi-purpose court, shall be Pacific Blue for the outer court and Light Green for the inner court. Color of surface for Court #3, the Pickleball court, shall be Pacific Blue for the outer court and Light Green for the inner court, excluding the Non-Volley Zone, which shall be Pacific Blue. Refer to plans for detailed color layout of the courts surfacing. Submit color samples to Project Manager for approval prior to applying color sealer.

APPLICATION OF LINE PAINT- Layout, tape and hand paint playing lines with Hi-Hide Plexicolor Textured Line Paint. All court lines shall be accurately located and Tennis Courts shall be marked in accordance with the rules of the United States Tennis Association and Pickleball Court shall be marked in accordance with the rules of the USA Pickleball Association.

All court striping layouts must be approved by the Project Manager prior to final painting. Submit courts striping layout to Project Manager for approval prior to applying line paint. All basketball lines shall match the dimensions of the pre-existing markings. The basketball lines shall be painted with textured white line paint, the pickleball lines with textured Yellow line paint, and the volleyball lines with textured Red line paint. Playing lines shall be taped, and the tape sealed and then painted to provide straight lines with sharp edges. The following is the approved line paint layout for each court (see plans for details):

1. North Court, no.1: Match existing basketball striping layout.
2. Middle Court, no.2: Stripe tennis, volleyball, inset with two pickleball courts.
3. South Court, no.3: Stripe two pickleball courts

310-5.1.4 PAYMENT, ADD the following:

Payment for Surface Preparation, Leveling of Existing Court Surface, Expansion Joint Repair, Surfacing (Resurfacer) and, Sealer, shall include complete preparation of existing surface and all costs associated with leveling, joint repair, and resurfacing existing surface with new surfacing material and sealing of new surface (per manufacturer recommendations).

Payment for Line Paint for Basketball, Tennis, Pickleball, and Volleyball Courts (LS), shall include preparation to ensure the line edges are sharp and painted in the correct layout.