



CITY OF VISTA ENGINEERING DEPARTMENT

PROJECT SPECIFICATIONS FOR

**2023 PEDESTRIAN MOBILITY SIDEWALK
PROJECT (C.I.P. No. 8290)**

Avenida De Benito Juarez

From W. California Ave to W. Connecticut Ave.

Oct 2023

THIS IS A FEDERALLY FUNDED PROJECT
Community Development Block Grant (CDBG)
FEDERAL & STATE LABOR COMPLIANCE APPLY

CFDA No. 14.218

Grant Number: #B-23-MC-06-0575

INVITATION FOR BID PROJECT SPECIFICATIONS
For
**2023 Pedestrian MOBILITY SIDEWALK
PROJECT (C.I.P. No. 8290)
Avenida De Benito Juarez
From W. California Ave to W. Connecticut Ave.
CITY OF VISTA, CALIFORNIA**

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Grant Number: #B-23-MC-06-0575

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

200 Civic Center Drive
Vista, CA 92084-6275



Greg Mayer, P.E.
City Engineer

10/5/23

Date Signed

**PROJECT SPECIFICATIONS FOR
2023 Pedestrian MOBILITY SIDEWALK PROJECT (C.I.P. No. 8290)
Avenida De Benito Juarez from W. California Ave to W. Connecticut Ave.**

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2023 Pedestrian Mobility Sidewalk Project – Avenida De Benito Juarez from W. California Ave to W. Connecticut , CIP 8290, D-4678 (per separate document)

PART I
BIDDING AND CONTRACTUAL DOCUMENTS

NOTICE INVITING BIDS

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Clerk of the chartered City of Vista (“Agency”) for furnishing all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities and all other items and facilities necessary therefore, as provided in the Contract Documents, for the “ **2023 Pedestrian MOBILITY SIDEWALK PROJECT - Avenida De Benito Juarez from W. California Ave to W. Connecticut Ave. (C.I.P. No. 8290)** “ in strict accordance with the Project Specifications, Plans and Appendix D exhibits on file in the City of Vista Engineering Department.

1. DATE OF OPENING BIDS

All Bidders are required to submit their bid electronically through the City’s Electronic Bidding System ProcureNow (OPENGOV). Hardcopy bids will not be accepted. Bidders must register by creating a free account with ProcureNow (OPENGOV) at: <https://secure.ProcureNow.com/signup>. Registered bidders may obtain bid materials and view submission procedures at: <https://secure.ProcureNow.com/portal/cityofvista> . Bidders must also download this bid solicitation to appear on the Bidder’s List as a “Prospective Bidder,” receive addenda, and submit a bid. Bids shall be submitted electronically no later than **2:00 PM (on the dot) on THURSDAY, October 26, 2023.**

ProcureNow (OPENGOV) will determine the official time for the advertised bid opening and such determination will be final. Bid Tabulation results will be available through ProcureNow (OPENGOV) Any bids not received in a timely manner on the Bid Opening Date, as described above, will not be considered.

2. DESCRIPTION OF WORK

The Work generally consists of: stormwater pollution prevention and erosion control, demolition and removal/disposal, traffic control and construction staging, clearing and grubbing, site grading and subgrade preparation, aggregate base, PCC curb & gutter, PCC curb ramps and spandrel, PCC driveway, PCC sidewalk, asphalt concrete paving for street structural section repair, signing and striping, pervious concrete water quality infiltration swale, ADA ramps and existing utility adjustments to grade, utility coordination, cold milling, AC paving, signing, restriping and other related work. The project improvements are shown on the plans D-4678, LD23-021 included in the bid package.

3. LOCATION OF WORK

The Work to be constructed is located on Avenida De Benito Juarez between W. California Ave and W. Connecticut Avenue per Plans and Appendix D exhibits within the City of Vista, California.

4. CONTRACT DOCUMENTS

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

5. CONTRACTOR'S LICENSE CLASSIFICATION

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

6. CONSTRUCTION COST OPINION AND TIME OF COMPLETION

The Engineer's Opinion of Probable Construction Cost for this Project is **Three hundred ninety five thousand dollars (\$395,000)** for the base bid items and **zero (0)** for the alternate bid items. All Work shall be completed in every detail to the satisfaction of the Agency within **Thirty-five (35) Working Days** after the date of the **NOTICE TO PROCEED**. The project is in front of the California Ave School and Vista Academy of Visual and Performing Arts. School operating hours or other conditions may affect working hours.

7. PRE-BID MEETING

A Pre-Bid Meeting will not be held for this project.

8. PROJECT ADMINISTRATION

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

All questions must be submitted through the City's Electronic Bidding System by 2:00 P.M. on **Friday, October 20, 2023** the deadline listed in the City's Electronic Bidding System.

9. FEDERAL REQUIREMENTS

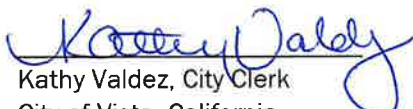
This project is being financed with Community Development Block Grant (CDBG) funds (24 CFR Part 570) from the U.S. Department of Housing and Urban Development (HUD). All contracts using this federal funding are subject to certain Special Federal Provisions and additional Federal Requirements; including but not limited to: HUD Federal Labor Standards Provisions (HUD 4010); Davis-Bacon Prevailing Wages; Section 3 Economic Opportunities Requirements (formerly 24 CFR Part 135); and Executive Order #11246. Information pertaining to federal CDBG construction Contract requirements are included in this Invitation for Bids and Project Specifications for this Project. Bidders are required to review and comply with all federal requirements.

10. DAVIS-BACON ACT – MINIMUM WAGES

This is a federally-assisted project and Davis-Bacon (DBRA) requirements will be strictly enforced. Federal Labor Standards provisions HUD-4010 will be incorporated into the successful bidder's Contract and is attached to this bid packet. Contractors, including all subcontractors and apprentices, must be eligible to participate. Bidders shall download, if applicable, an updated Wage Decision 10 days prior to Bid Opening, which will be applicable to the contract.

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

By ORDER of the chartered City of Vista, California


Kathy Valdez, City Clerk
City of Vista, California

INSTRUCTIONS TO BIDDERS

1. SITE REVIEW

Prospective bidders are expected to conduct a site review of the Project prior to submitting a bid. This Project proposes pervious concrete with the design and a smooth continuous slope between the sidewalk, pervious concrete infiltration swale and existing back of curb.

2. LOCAL CONDITIONS AND BID QUANTITIES

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

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

Bidders shall satisfy themselves by personal examination of the location of the proposed Work, and by such other means as they may choose as to actual conditions and requirements, and as to the accuracy of the quantities stated in the **BID SCHEDULE**. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and scope of work to be performed, as to the quantity of materials to be furnished, and as to the requirements of these Contract Documents. Information derived from the Plans, Project Specifications, profiles or drawings, maps, other reports, or from the Engineer or his assistants, shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not warranted or guaranteed, either expressly or implied, by the Agency. The bidder's failure or omission to receive or examine any part of the Contract Documents or to visit the site and be familiar with the existing conditions, shall in no way relieve the bidder from obligation with respect to this bid or to the performance of the Work under this Contract.

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

Bidders shall not, at any time after the submission of a bid, make or have any claim for damages or anticipated profits or loss of profit or otherwise because of any difference between the

quantities of work actually done and material furnished and those stated in said unit price items of the **BID SCHEDULE**.

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

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

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

3. USE OF MINORITY/WOMAN-OWNED BUSINESS ENTERPRISES (MBE/WBE)

The City of Vista hereby notifies all bidders that it will affirmatively ensure that in any Contract entered into pursuant to this advertisement, Minority/Woman-owned Business Enterprises (MBE/WBE) will be afforded full opportunity to submit bids in response to this invitation. Information about the MBE/WBE Program can be found in the Appendices. The Agency may require the low bidder and sub-contractors to submit any MBE/WBE certifications within four (4) Working Days after bid opening.

Prospective bidders should be particularly aware of pre-bid outreach requirements to prospective **MBE/WBE** subcontractors and suppliers, as these requirements must be fulfilled prior to bid opening. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, religious creed, ancestry, physical handicap, medical condition, marital status, age or sex in the performance of this contract. All bidders shall document and submit **Good Faith Effort documentation**. If the Good Faith Effort documentation is not submitted or is deemed inadequate, bidders may be considered non-responsive.

4. INTERPRETATION OF PLANS AND PROJECT SPECIFICATIONS

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

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

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

All addenda so issued shall become part of the Contract Documents. Acknowledgement of receipt of any and all addenda is required in the BID SCHEDULE. Failure of any bidder to receive any addenda shall not relieve such bidder from any obligations imposed by such addenda. The effect of all addenda to the Contract Documents shall be considered in the bid and said addenda shall be acknowledged on the Bid Proposal. Before submitting a bid, each bidder shall inform himself as to whether or not any addenda have been issued. Failure to determine the existence of any addenda, to obtain and review such addenda, or to include in the bid any obligations imposed by such addenda issued may render the bid irregular and may result in its rejection.

5. BIDDERS INTERESTED IN MORE THAN ONE BID

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

6. FORM OF BID AND SIGNATURE

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

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

If the proposal is made by an individual, it shall be signed and his full name and address shall be given; if it is made by a firm, it shall be signed with the partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member shall be

given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

7. PREPARATION OF THE BID / REJECTION OF THE BID

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

- a) Bid Proposal – (reminder to acknowledge receipt of addenda #8, and initial #9, page 28)
- b) Bid Schedule (to be completed through the City’s Electronic Bidding System, ProcureNow (OPENGOV).
- c) Description of Base Bid Items (copy, include and upload with bid package, pages 31-39)
- d) Contractor’s Licensing Statement (page 40)
- e) Project References (page 41)
- f) Contractor’s List of Subcontractors – (reminder to initial one of the 2 options at bottom if applicable on page 42)
- g) Contractor’s Certification on Federal Contract Requirements (page 43)
- h) Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (page 44-45)
- i) Disclosure of Lobbying Activities and Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities (page 46)
- j) Equal Employment Opportunity Certification (page 48)
- k) Non-Segregated Facilities Certification (page 49)
- l) Non-Lobbying Certification for Federal-Aid Contracts (page 50)
- m) Non-Collusion Declaration (Federal Form - page 51)
- n) Bid Security Form (with bid bond, cash, certified check or cashier’s check included). Scan, upload and mail according to page 15-16. Forms on page 52-55.

Registered bidders may obtain the Contract Documents through the City’s Electronic Bidding System. If any bid forms are missing from the Contract Documents obtained by the Bidder, directly from ProcureNow(OPENGOV) or through other means, it shall be the Bidder’s responsibility to contact the Agency and obtain all required Bid Document forms prior to submitting a bid.

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

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

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

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective

spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. Unit prices shall not exceed two (2) decimal places.

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

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

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

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

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

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

- a) The Bid contains blank spaces that are not properly filled in.
- b) The Bid contains unauthorized provisions, conditions, limitations, or alternatives.
- c) The Bid contains interlineations, alterations, erasures, clerical errors or is otherwise illegible or unclear.
- d) The Bid is not properly signed in accordance with the instructions.
- e) The Bid omits unit prices and/or item totals.

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

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

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

8. ALTERNATIVE SCHEDULES

Bidders are directed to review the **BID SCHEDULE** and the appendices (see list of Appendices in Table of Contents on Page 2) for details regarding the alternate bid items, if included.

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

9. LIST OF SUBCONTRACTORS FILED WITH BID

In accordance with the provisions of Sections 4100 through 4113, inclusive, of the Public Contract Code of the State of California ("Subletting and Subcontracting Fair Practices Act"), each bidder shall submit with his bid the name, location of place of business, and Contractor's License Number of each proposed subcontractor who will perform work or labor or render service to the principal Contractor in an amount in excess of one-half of one percent (0.5%) of the principal Contractor's bid, or in the case of the construction of streets or highways, in excess of one-half of one percent (0.5%) or ten thousand dollars (\$10,000), whichever is greater, and shall state the portion and dollar value of the Work which will be done by each such subcontractor in the List of Subcontractors form. If no subcontractor is listed for a portion of the Work, then the Contractor is required to perform that portion with his own forces.

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

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

not necessarily invalidate the bid. An unregistered subcontractor can be replaced with one who is registered.

10. NON-COLLUSION DECLARATIONS

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

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

11. ADDITIONAL FORMS FOR FEDERALLY-FUNDED PROJECTS

This project is being financed with Community Development Block Grant (CDBG) funds (24 CFR Part 570) from the U.S. Department of Housing and Urban Development (HUD). All contracts using this federal funding are subject to certain Special Federal Provisions and additional Federal Requirements, including but not limited to: HUD Federal Labor Standards Provisions (HUD 4010); Davis-Bacon Prevailing Wages; Section 3 Economic Opportunities Requirements (24 CFR Part 135); and Executive Order #11246. Information pertaining to federal CDBG construction Contract requirements are included in this Invitation for Bids and Project Specifications for this Project. Bidders are required to review and comply with all federal requirements.

REGARDING SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, this project requires to the greatest extent feasible, under Section 3 of the HUD Act of 1968, that opportunities for training and employment be given to low-income residents and businesses in the project area. A Section 3 Compliance Guide and Section 3 Contract Clauses are provided in the Project Specifications.

The bidder is cautioned that making a false certification may subject the bidder to criminal prosecution. If at any time it shall be found that the person, firm or corporation to whom the Contract has been awarded has, in presenting any bid or bids, has provided false information, then the Contract so awarded shall be null and void, and the Contractor and the Contractor's sureties shall be liable to the Agency for all loss or damage which the Agency may suffer thereby, and the Agency may advertise anew for bids for such work.

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal State, and local laws and regulations, be directed to low and very-low income individuals, especially recipients of government assistance for housing, and to business concerns which

provide economic opportunities to low and very low income individuals. (Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u).

Section 3 requirements apply to all contractors and subcontractors performing work in connection with projects and activities funded by public housing assistance covered by Section 3, regardless of the amount of the contract or subcontract. Section 3 covered contracts do not include contracts for the purchase of supplies and materials unless the contract includes the installation of the materials.

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern qualifies as a Section 3-business concern. (Refer to What Is A Section 3 Business Concern?). The Section 3 business must also be able to demonstrate its ability to complete the contract. The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36, 24 CFR 85.36b(8).

Contractors who do not qualify as Section 3 business concerns, but who enter into contracts with the City of Vista, must agree to comply with certain general conditions (refer to Section 3 Clause). All contractors and subcontractors, including Section 3 businesses, must comply with these general conditions. Included in these conditions is the requirement that each contractor and subcontractor submit with each pay request a report of Section 3 compliance (refer to Section 3 Compliance Report). Failure to comply with these general conditions may lead to sanctions which can include termination of the contract for default and suspension or debarment from future HUD-assisted contracts (refer to Sanctions for Contractor's Noncompliance). More information and requirements for Federal-Aid Construction Projects are included in the Appendices to these Specifications, and are applicable to this Contract.

12. BID SECURITY / RETURN OF BID SECURITIES

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

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

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

Bidders must scan and upload a copy of their bid guarantee (bidder's bond, or certified or cashier's check) with their electronic bid submittal in ProcureNow (OPENGOV). Bidders must also mail their original bid guarantee, with a postmarked date of no later than the bid submission deadline, addressed to:

Attention: Jason Rivera
City Clerk, 2nd floor
200 Civic Center Drive
Vista, CA 92084

List the Bidder name and "Avenida De Benito Juarez Sidewalk Improvements - CIP No. 8290" clearly on the outside of the envelope. To be eligible for a contract award, the original bid guarantee must be received by the City within **ten (10) working days** of the receipt by the Bidder of the Notice of Intent to Award.

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

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

13. PROJECT REFERENCES

All bidders shall provide evidence satisfactory to the Agency that the bidder has prior experience to properly perform in accordance with the terms of these Plans and Specifications by completing and submitting the PROJECT REFERENCES spreadsheet with his bid. The PROJECT REFERENCES list shall include projects successfully performed by the Bidder of comparable magnitude that he or his associates are personally competent to manage the proposed undertaking, and to carry it forward to a successful conclusion.

14. LICENSE REQUIREMENTS

All prospective contractors submitting a bid shall have the appropriate license as required by these specifications. Failure to possess the specified license at the time of award shall render the bid as non-responsive and shall act as an absolute bar to award the Contract to any bidder not possessing said license at the time of award. Any Contract awarded to a contractor who was

not properly licensed at the time of award or at any time during the Contract period shall be void pursuant to Section 7028.15 of the Business and Professions Code. The Agency shall verify that a contractor is properly licensed prior to the award of the Contract as part of determining the lowest responsible and responsive bidder.

15. CONTRACTOR'S REQUIRED SHARE OF CONTRACT WORK

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

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

16. ANNUAL PUBLIC WORKS BIDDER REGISTRATION (SB 854)

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

In accordance with the provisions of Section 1771.1(a) of the California Labor Code, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any Contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the Contract is awarded. Prime contractors and their subcontractors must possess and maintain such registration with DIR in order to be awarded contracts and to perform work.

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

[Contractor Registration \(ca.gov\)](http://www.dir.ca.gov/pwc100ext/)

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

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

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

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

17. MODIFICATION AND WITHDRAWAL OF THE BID

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

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

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

A Bidder shall be permitted to withdraw a bid after the opening of the bids only if the Bidder established to the satisfaction of the Agency ALL of the following:

- a) A clerical error was made by the Bidder in filling out the bid; and the error was not due to:
 - 1) an error in judgment;
 - 2) an error in inspecting the site of the Work, or;
 - 3) an error in reading the Plans and Contract Documents.
- b) The clerical error made the bid materially different than the Bidder intended the bid to be.

- c) The Bidder gave the Agency written notice within **five (5) Working Days** excluding Saturdays, Sundays, and State holidays, after the opening of the bids, in which said notice specifies in detail the nature of the error and how the error was made per Public Contract Code 5103(b).

18. (INTENTIONALLY LEFT BLANK)

19. PUBLIC OPENING OF BIDS

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

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

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

20. DISQUALIFICATION OF BIDDERS

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

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

21. BID PROTESTS

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

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

22. AWARD OF CONTRACT

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

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

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

23. EXECUTION OF CONTRACT / FAILURE TO EXECUTE CONTRACT

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

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

24. BONDS

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

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

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

Sureties must:

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

<https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>

- 2) be authorized to issue bonds in California;
- 3) have bonding limitation shown in said Circular 570 sufficient to provide bonds in the amount required for the contract.

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

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

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

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

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

Unless a Contractor's Payment Bond is filed and approved as herein provided, no claim in favor of the Contractor arising under the Contract shall be audited, allowed or paid by the Agency. Any persons named in Section 3181 of the California Civil Code shall receive payment of their respective claims in the manner provided by Chapter 4, Part 4, Division 3, Title 15 of the California civil Code upon having complied with the conditions of Section 3183 of the California Civil Code.

25. NOTIFICATION OF SURETY COMPANIES

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

26. LIABILITY INSURANCE

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

27. INSURANCE CODE REQUIREMENTS

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

28. ASSIGNMENT

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

29. WAGE RATES

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

On Federally-funded projects, if there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall not pay less than the higher wage rate. The Supplementary General Conditions contain additional information regarding State and Federal prevailing wages.

DAVIS-BACON ACT – This is a federally-assisted project and Davis-Bacon (DBRA) requirements will be strictly enforced. Federal Labor Standards provisions HUD-4010 will be incorporated into the successful bidder's Contract and is attached hereto to this bid packet. Contractors, including all subcontractors and apprentices, must be eligible to participate. Bidders shall download, if applicable, an updated Wage Decision 10 days prior to Bid Opening, which will be applicable to the contract. Within ten (10) calendar days before the bid opening an addendum will be issued containing the latest Federal prevailing wage rate determinations to be used for the Project.

Information on the current prevailing wages can be obtained by contacting the State of California, Department of Industrial Relations, Division of Labor Statistics and Research, 45 Fremont Street, Suite 1160, San Francisco, California, 94105, (415) 703-4 77 4 or from the California Department of Industrial Relations' internet website at <http://www.dir.ca.go>

30. SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

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

31. PROMPT PAYMENT OF SUBCONTRACTOR(S) PROVISIONS

The Contractor shall pay each subcontractor under this Contract for satisfactory performance of its Contract no later than **ten (10) Working Days** from receipt by the Contractor of payment from the Agency. As required by Public Contract Code Section 7107, the Contractor shall release all retention owed to subcontractors for satisfactory completion of accepted work within **seven (7) calendar days** (thirty (30) calendar days per Federal Code of Regulations 49CFR26.29 for federally funded projects) after receipt of retention from the Agency.

32. USE OF UNITED STATES FLAG VESSELS

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, 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 United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State 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.

Maintain records and submit reports documenting your performance under this section.

33. COPELAND ACT ANTI-KICK BACK REQUIREMENTS

This project requires the enforcement of the Copeland Anti-Kick Back Act (18 USC 874) and Department of Labor regulations (29CFR, Part 3), which require that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. The recipients of funds under this project shall report all suspected or reported violations to: City of Vista, Housing Division, 200 Civic Center Drive, Vista, CA 92084, 760.639.6191.

34. CONFLICT OF INTEREST

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a Contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

35. COMPLIANCE WITH CLEAN AIR AND WATER ACTS

During the performance of this Contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with the respect thereto, at 40 CFR Part 15, as amended.

36. BUILD AMERICA, BUY AMERICA ACT (BABAA)

This Project is funded, in whole or in part, by City of Vista, a grantee of HUD. The Project will require work to construct, alter, maintain, or repair infrastructure in the United States subject to the domestic preference requirement in the Build America, Buy America Act (BABAA). Contractors and their subcontractors who bid for an award for the Project shall file the required certification with the City, as a non-federal entity, with each bid or offer involving work subject to BABAA unless a domestic preference requirement is waived by HUD. The required certification shall require contractors and subcontractors to acknowledge that no federal financial assistance funding for infrastructure projects will be provided unless all the iron and steel, manufactured products, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52, and certify their compliance with BABAA for the Project. Alternatively, the certification must disclose that the bid does not comply with BABAA domestic preference requirement, and that a waiver from HUD is a condition of the bid. Such disclosures shall be forwarded to the City who, in turn, will forward the disclosures to HUD.

INSTRUCTIONS FOR SIGNING BIDS, BONDS AND CONTRACTS

CORPORATIONS

Give name of corporation.

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

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

Affix corporate seal and Notary's acknowledgment.

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

PARTNERSHIPS

Signatures: All members of partnership. One may sign if the Agency has a copy of authorization [i.e., a Certificate of Partnership (State form LP-1 for Limited Partnerships) or a copy of the partnership agreement is sufficient to establish the authority of a single general partner to bind the partnership].

Affix Notary's acknowledgment.

JOINT VENTURES

Give the names of the joint ventures.

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

Affix Notary's acknowledgment.

INDIVIDUALS

Signature: The individual.

Affix Notary's acknowledgment.

FICTITIOUS NAMES

Show fictitious names.

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

BONDS

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

BID PROPOSAL

From: _____, Bidder,

To: City of Vista, City Clerk's Office
200 Civic Center Drive
Vista, CA 92084-6275

For: The construction of

STREET IMPROVEMENTS

as specifically set forth in documents entitled

2023 Pedestrian MOBILITY SIDEWALK PROJECT (C.I.P. No. 8290) Avenida De Benito Juarez from W. California Ave to W. Connecticut Ave

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

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

It is understood and agreed that:

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

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

9. The prospective bidder certifies, by INITIALING AFTER THE FOLLOWING STATEMENT and by signing and submitting this bid, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Initials _____

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

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

(Continued on next page)

DATE: _____, 20____

BIDDER'S NAME_____

BY_____

Signature

Printed Name

TITLE_____

BY_____

Signature

Printed Name

TITLE_____

(CORPORATE SEAL)

BIDDER'S MAILING ADDRESS:

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

CORPORATION ORGANIZED UNDER THE LAWS
OF THE STATE OF

CONTRACTOR'S LICENSE # _____

EXPIRATION DATE_____

CONTRACTOR'S LICENSE CLASS_____

SURETY OR SURETIES: _____

INSURANCE COMPANY:

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

Date

CONTRACTOR'S SIGNATURE

BID SCHEDULE

To be completed through the City's Electronic Bidding System (ProcureNow (OPENGOV))

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

STREET IMPROVEMENTS

as specifically set forth in documents entitled

2023 Pedestrian MOBILITY SIDEWALK PROJECT (C.I.P. No. 8290) Avenida De Benito Juarez from W. California Ave to W. Connecticut Ave.

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

All items shall be finished and functional per Plans and the Contract Documents. Items designated with an 'S' in the Bid Item column of the Bid Schedule are Specialty Items per Subsection 2-3.2 ("Self Performance") of the San Diego Regional Supplement to the Greenbook. There are **NO** designated Specialty Items in this Project.

Bid Items For

2023 Pedestrian MOBILITY SIDEWALK PROJECT (C.I.P. No. 8290) AVENIDA DE BENITO JUAREZ FROM W. CALIFORNIA AVE TO W. CONNECTICUT AVE.

TO BE COMPLETED THROUGH THE CITY'S ELECTRONIC BIDDING SYSTEM PROCURENOW (OPENGOV)

NOTE 1: The Bid Schedule Worksheet on pages 32-34 are only provided as a reference for preparing the bid. Only the unit prices and totals entered in the PROCURENOW (OPENGOV) bidding system will be considered valid for purposes of the City's bid evaluation. The low bidder bid schedule from PROCURENOW (OPENGOV) will be printed and inserted into the final contract documents.

NOTE 2: Unit prices shall prevail over extended total and grand total prices. Late bids will not be accepted. The following "Description of Base Bid Items" is part of the Bid Schedule and will be printed and inserted into the final contract documents.

BID SCHEDULE WORKSHEET
(Provided for reference only, see NOTE 1 page 31)

**BID SCHEDULE TO BE COMPLETED THROUGH THE CITY'S ELECTRONIC BIDDING SYSTEM
PROCURENOW (OPENGOV)**

Base Bid Items

Bid Item	Description Of Work	Qty.	Unit
GENERAL			
1	Mobilization, Demobilization, bonds & insurance. (5% maximum of Total Base Bid)	1	LS
2	Project Information Sign	1	EA
3	Public Notification per Supplementary General Provisions, Section 7-12.2	1	LS
4	Storm Water Pollution Prevention and Erosion Control	1	LS
5	Traffic Control and Construction Staging for all work	1	LS
6	Utility Potholing and coordination	1	LS
7	Record Drawing (“As-Built”) Plans (stipulated amount)	\$2000	
REMOVAL: DISPOSAL / SALVAGE / REPLACEMENT / RECONSTRUCT / RELOCATE / ADJUSTMENT			
8	Clearing, Grubbing, tree trimming, Sawcutting, and Removals of existing vegetation, roots, concrete, asphalt, and other existing improvements interfering with new work	1	LS
9	Relocate, Reconstruct, Rotate or Replace existing mailbox and post per City of Vista Standard Drawing SRF-04 including reflective address numbers in front and side of mailbox (2” minimum)	4	EA
10	Reconfigure Existing Private Irrigation Systems and Replace Turf and Groundcover to Match Existing Private Landscaping Disturbed by Construction.	1	LS
EARTHWORK			
11	Unclassified excavation and fill	1	LS
GENERAL SURFACE IMPROVEMENTS			
12	6” wide (or per plan) x 4” thick infiltration swale, small aggregate pervious concrete with Mirafi 180N fabric on 4” of aggregate base per Plans	97	SF

Bid Item	Description Of Work	Qty.	Unit
13	6" Asphalt concrete pavement for full depth pavement restoration, 1' wide slot patch (<i>Use 160 lbs/cf for estimating quantities</i>)	25	TN
14	4' wide 2-inch-Deep Cold Mill adjacent to new curb and gutter, cross gutter and ADA ramps	862	SF
15	4' wide 2" overlay adjacent to new curb and gutter, cross gutter and ADA ramps per plan	12	TN
16	PMAC 2" overlay from W. Connecticut to Ave. De La Plaza with Pacific Geosource Forta-Fi Fibers or Ace XP Polymer Fiber (Appendix D):	91	TN
17	4-foot Wide Header Cut (2.0-inch to 0-inch) between W Connecticut and Avenida De La Plaza (Appendix D)	1496	SF
18	15-foot Wide Header Cut at W. Connecticut Ave cross gutters and adjacent to Avenida De La Plaza (Appendix D)	1092	SF
19	1.5-inch Thick Leveling Course -Avenida De Benito Juarez from W. Connecticut and Avenida De La Plaza (Appendix D)	30	TN
20	6" Type 'G' curb and gutter per SDRSD No. G-2 with 6" aggregate base	454	LF
21	Concrete Crossgutter with spandrel per SDRSD No.G-12 on 12" aggregate base	672	SF
22	4" PCC sidewalk per SDRSD G-07, and 6" monolithic retaining curb per plan with 4" aggregate base	176	SF
23	4" PCC sidewalk per SDRSD G-07 with 6" aggregate base	1194	SF
24	PCC Driveway Entrance per SDRSD Nos. G-14D confined driveway per plan with 6" aggregate base	517	SF
25	PCC Driveway Entrance per SDRSD Nos. G-14F Type B per plan with 6" aggregate base @ 517	179	SF
26	Remove & replace private PCC driveway transition, 4" PCC on 6" aggregate base	346	SF
27	PCC curb ramp with detectable warning surface per G-29 Type C on 6" aggregate base	3	EA
28	PCC curb ramp with detectable warning surface per plan on 6" aggregate base at Avenida De La Plaza	2	EA
29	Geogrid fabric for poor soil condition	120	SF
30	Document existing striping to replace in kind, remove conflicting markings, replace striping, paint red curb, relocate signs per Plan	1	LS
31	Adjust VID Water Valve Cover to Finish Grade (stipulated amount)	3 EA x \$150= \$450.00	EA
32	Adjust VID Water Meter to Finish Grade	1	EA
33	Adjust City of Vista 36" manhole to Finish Grade	1	EA

Bid Item	Description Of Work	Qty.	Unit
34	Adjust City of Vista Sewer clean out lid to Finish Grade	1	EA
35	Hydroseeding with bonded fiber matrix for erosion control for areas disturbed by construction	100	SF

BID SCHEDULE WORKSHEET - END
(Provided for reference only, see NOTE 1 page 31)

**BID SCHEDULE TO BE COMPLETED THROUGH THE CITY'S ELECTRONIC BIDDING SYSTEM
PROCURENOW (OPENGOV)**

Description of Base Bid Items:
(Scan and Include with Bid package)

GENERAL

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

Bid Item 2, Project Information Sign: Bid item shall include full compensation for labor, materials and equipment to fabricate, install and maintain project information signs, in advance of the project, providing project and funding information throughout project duration.

Bid Item 3, Public Notification per Supplementary General Provisions, Section 7-12.2: Bid item shall include all necessary labor, equipment, materials, and all other related costs for preparation, copying, and distribution shall be considered as included in the lump sum price Bid for Public Notification

Bid Item 4, Storm Water Pollution Prevention and Erosion Control: Bid item shall include full compensation for submitting the required storm water permit (located in the appendix) including all labor, equipment and materials required to complete all work necessary to install, maintain, repair and replace all temporary construction BMPs to prevent the discharge of any materials into the storm drain system. Bid item will include any extra precautions to prevent erosion, sediment, and trash from entering the drainage channel during the construction of the channel slope and inlet. No additional compensation will be made.

Bid Item 5, Traffic Control and Construction Staging for all work: Bid item shall include full compensation for all labor, equipment and materials required to complete all work required to prepare, submit and obtain approved Traffic Control Plans from the City of Vista Traffic Engineering Department and handle traffic (including flagging costs and person(s) to safely control pedestrian and vehicular traffic), furnish tools, equipment and incidentals, and for doing all work involved in staging constructing, furnishing, placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system (including traffic control devices, temporary steel plate bridging, temporary road resurfacing); installation and removal of all required

temporary striping and signing associated and appurtenant work as specified in the Standard Specifications, the Supplementary General Provisions, per plans and as directed by the Engineer.

Bid Item 6. Potholing - Locate, Protect and Restore Existing Utilities and Improvements: Bid item shall include full compensation for all coordination, labor, equipment, and material required to locate, protect and restore all existing utilities and improvements which “may be affected” or “are affected” by the Work in accordance with the Standard Specifications, the Supplementary General Provisions, and as directed by the Engineer. The location, protection, and restoration of existing utilities and improvements, specifically identified for payment under other bid items shall not be included for payment within this bid item. All other locations, protection and restoration required to complete the Work shall be incorporated into this bid item.

Bid Item 7. Record Drawing (“As-Built”) Plans (stipulated amount): Bid item shall include full compensation for all labor, equipment and material required to provide City with accurate “red line” plans showing the exact location of all improvements, existing utilities, that have been modified as part of the Work.

DEMOLITION: REMOVE / DISPOSE / SALVAGE / REPLACE / RECONSTRUCT / RELOCATE / ADJUST / ABANDON

Bid Item 8. Clear and Grubbing: Bid item shall include full compensation for all labor, equipment and material required to complete all work necessary to remove and dispose all natural and artificial objectionable material within the limits of excavation, as required to complete the Work and additional clearing and grubbing as may be identified within the Contract including but not limited to, landscaping, vegetation, trees, tree trimming, roots, stumps, irrigation, yard drains, concrete pavement, pavers, concrete walks, curbs, gutters, cross gutters, spandrels, curb ramps, curb returns, driveways, sawcuts, cold plane, all AC and concrete surface improvements, mailboxes, fencing, walls, gates and private encroachments in the right of way (which interfere with the proposed work) in accordance with the Standard Specifications, the Supplementary General Provisions, the Supplementary Technical Provisions 300-1, as shown on the Plans and as directed by the Engineer and any other related work shall be considered as included or included in the costs of other work. Existing thickness may vary. No additional compensation will be made.

Bid Item 9. Relocate, Reconstruct, Rotate and Replace existing mailbox and post: Bid item shall include full compensation for all labor, equipment and material required to complete all work necessary to relocate, reconstruct, rotate or replace existing mailbox and post per City of Vista Standard Drawing SRF-04 including reflective address numbers in front and side of mailbox (2” minimum) as shown on the plans, in accordance with the Contract Drawings, Standard Specifications, the Supplementary General Provisions, the Supplementary Technical Provisions and as directed by the Engineer, any other related work shall be considered as included or included in the costs of other work.

Bid Item 10 - Reconfigure Existing Private Irrigation Systems and Replace Turf and Groundcover to Match Existing Private Landscaping Disturbed by Construction.: Bid item shall include full compensation for all labor, materials, and equipment required to reconfigure private irrigation affected by the proposed improvements, verify irrigation working order, replace turf/groundcover to match private landscaping as directed by the Engineer, shown on the plans, according to these specifications, plumbing code and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made.

EARTHWORK

Bid Item 11. Unclassified excavation and fill: Bid item shall include full compensation for all labor, equipment and material required to complete all work necessary for the roadway, parkway, slope excavation, transitions to existing, grading, compaction, dewatering, export excess material, borrow, subgrade preparation and restoration as required to complete the Work in accordance with the Standard Specifications, the Supplementary General Provisions, the Supplementary Technical Provisions 300-2, typical section as shown on the Plans, the Plans and

as directed by the Engineer and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made.

GENERAL SURFACE IMPROVEMENTS

Bid Item 12, 6" wide (or per plan) x 4" thick infiltration swale, small aggregate pervious concrete with Mirafi 180N fabric on 4" of aggregate base per Plans.: Bid item shall include full compensation for all labor, equipment, material, and mobilization for installation of pervious concrete and Mirafi fabric, in accordance with the 2012 Standard Specifications for Public Works Construction ("Greenbook") Section 201-1.6 & 303-8 Pervious Concrete, in conjunction with the Supplementary Technical Provisions (Section 303-8) and as directed by the Engineer, called for in the plans and any other related work shall be considered as included or included in the costs of other work an no additional compensation will be made.

Bid Item 13, 6" Asphalt concrete pavement for full depth pavement restoration (Use 160 lbs/cf for estimating quantities): Bid item shall include full compensation for all labor, equipment, material, and mobilization for installation of asphalt concrete, i.e. Hot Mix Asphalt (HMA), compacted in place. The Work shall include, but may not necessarily be limited to prime coat, tack coat, distribution, spreading, rolling, compacting, joining, adjusting (resetting) of manholes and other structures, associated and appurtenant work, in accordance with Section 302-5. of the Supplementary General Provisions, the Standard Specifications, the Supplementary Technical Provisions and as directed by the Engineer, called for in the plans and any other related work shall be considered as included or included in the costs of other work. Bid item includes work related to full depth of paving restoration required for trench repair work. No additional compensation will be made.

Bid Item 14 - 4' wide 2-inch-Deep Cold Mill adjacent to new curb and gutter, cross gutter and ADA ramps : Bid item shall include full compensation for all labor, equipment, material, and mobilization for the removal of 2-inches of existing AC pavement. The Work shall include milling, removal, hauling, disposal, and associated work, in accordance with Section 302-1 of the Supplementary General Provisions, the Standard Specifications, the Supplementary General Provisions, and as directed by the Engineer, called for in the plans and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made.

Bid Item 15 - 4' wide 2" overlay adjacent to new curb and gutter, cross gutter and ADA ramps : Bid item shall include full compensation for all labor, equipment, material, and mobilization for installation of and 2-inch surface course of asphalt concrete. C2-PG 64-10 RAP, compacted in place. The final AC surface will be completed at the end of the project to provide a clean, uniform, and finished look throughout the project limits. The Work shall include, but may not necessarily be limited to tack coat or trackless tack coat, distribution, spreading, rolling, compacting, joining, adjusting (resetting) of manholes and other structures, associated and appurtenant work, in accordance with Section 302-5 of the Supplementary General Provisions, the Standard Specifications, the Supplementary General Provisions, and as directed by the Engineer and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made.

Bid Item 16 - PMAC 2" overlay from W. Connecticut to Ave. De La Plaza with Pacific Geosource Forta-Fi Fibers or Ace XP Polymer Fiber (Appendix D): Bid item shall include full compensation for all labor, equipment, material, and mobilization for installation of 2-inch surface course (as specified per street) of Polymer Modified Asphalt Concrete (PMAC), compacted in place. Bid item shall include full compensation for all labor, equipment, material, and mobilization for addition of Pacific Geosource Forta-Fi Fibers or Ace XP Polymer Fiber (Appendix H) to the AC mix at the plant per the manufacturer's specifications and

recommendations. The final AC surface will be completed at the end of the project to provide a clean, uniform, and finished look throughout the project limits. The Work shall include, but may not necessarily be limited to tack coat or trackless tack coat, distribution, spreading, rolling, compacting, joining, adjusting (resetting) of manholes and other structures, associated and appurtenant work, in accordance with Section 302-5.9 of the Supplementary General Provisions, the Standard Specifications, the Supplementary General Provisions, and as directed by the Engineer, called for in the plans and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made.

Bid Item 17- 4 foot Wide Header Cut (2.0-in. to 0-in) between W Connecticut and Avenida De La Plaza (Appendix D): Bid item shall include full compensation for all labor, equipment, material, and mobilization for the milling, removal, and disposal of existing AC pavement adjacent to existing PCC curb and gutter, AC driveways, AC berms, and existing pavement. The cold milling will be from 0-inch to a depth of 2.0-inches to provide a smooth 4' transition and match the existing improvements bounding the sides of the street. The Work shall include milling, removal, hauling, disposal, and associated work, in accordance with Section 302-1 of the Supplementary General Provisions, the Standard Specifications, the Supplementary General Provisions, and as directed by the Engineer, called for in the plans and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made.

Bid Item 18 - 15-foot Wide Header Cut at W. Connecticut Ave cross gutters and adjacent to Avenida De La Plaza (Appendix D): Bid item shall include full compensation for all labor, equipment, material, and mobilization for the milling, removal, and disposal of existing AC pavement adjacent to existing PCC cross gutters and existing pavement. Where the street being rehabilitation intersects with another street or continuation of the same street the Header Cut shall taper for 15-feet. The cold milling will be from 0-inch to a depth of 2.0-inches to provide a smooth 15-foot transition. The Work shall include milling, removal, hauling, disposal, and associated work, in accordance with Section 302-1 of the Supplementary General Provisions, the Standard Specifications, the Supplementary General Provisions, and as directed by the Engineer, called for in the plans and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made.

Bid Item 19 - 1.5-inch-Thick Leveling Course -Avenida De Benito Juarez from W. Connecticut and Avenida De La Plaza (Appendix D): Bid item shall include full compensation for all labor, equipment, material, and mobilization for the placement of asphalt concrete pavement, Type III-C3-PG64-10, approved (Leveling Course). The Work shall include, but may not necessarily be limited to filling of milled areas, regrading necessary to provide a smooth finish surface providing positive drainage, restore roadway crown, and associated work, in accordance with Section 302-5 of the Supplementary General Provisions, the Standard Specifications, the Supplementary General Provisions, and as directed by the Engineer, called for in the plans and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made.

Bid Item 20, 6" Type 'G' curb and gutter per SDRSD No. G-2 with 6" aggregate base: Bid item shall include full compensation for all labor, equipment and material required to construct 6" curb and gutter per SDRSD G-2, on minimum of 6" class 2 base under curb and gutter as directed by the Engineer, shown on the plans, according to these specifications and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made.

Bid Item 21, PCC Crossgutter and spandrel per (SDRSD No. G-12 with 12" aggregate base: Bid item shall include full compensation for all labor, equipment and material required to construct concrete crossgutter and spandrel per SDRSD G-12, on minimum of 12" class 2 base as directed by the Engineer, shown on the plans, according to these specifications and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made.

Bid Item 22, 4" PCC sidewalk per SDRSD G-07, and 6" monolithic retaining curb per plan with 6" aggregate base: Bid item shall include full compensation for all labor, equipment and material required to construct concrete sidewalk per SDRSD G-07, and monolithic retaining curb, on minimum of 6" class 2 base as directed by the Engineer, shown on the plans, according to these specifications and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made.

Bid Item 23, 4" PCC sidewalk per SDRSD G-07 with 6" aggregate base: Bid item shall include full compensation for all labor, equipment and material required to construct concrete sidewalk per SDRSD G-07, on minimum of 6" class 2 base as directed by the Engineer, shown on the plans, according to these specifications and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made.

Bid Item 24, PCC Driveway Entrance per SDRSD Nos. G-14D confined driveway per plan with 6" aggregate base: Bid item shall include full compensation for all labor, equipment and material required to dowel new driveway into existing driveway, construct concrete driveway per SDRSD G-14D as modified per plan, as directed by the Engineer, shown on the plans, according to these specifications and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made.

Bid Item 25, PCC Driveway Entrance per SDRSD Nos. G-14F Type B per plan with 6" aggregate base @ 517 Avenida de Benito Juarez: Bid item shall include full compensation for all labor, equipment and material required to dowel new driveway into existing driveway, construct concrete driveway per SDRSD G-14F as modified per plan, as directed by the Engineer, shown on the plans, according to these specifications and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made.

Bid Item 26 Remove & replace private PCC driveway transition, 4" PCC on 6" aggregate base: Bid item shall include full compensation for all labor, equipment and material required to construct concrete driveway transition between existing improvements and new construction, on minimum of 6" class 2 base as directed by the Engineer, shown on the plans, according to these specifications and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made.

Bid Item 27, PCC curb ramp with detectable warning surface per G-29 Type C on 6" aggregate base: Bid item shall include full compensation for all labor, equipment and material required to construct concrete curb ramps with truncated domes (dark grey color) and aggregate base as directed by the Engineer, shown on the plans, according to these specifications, curb ramp checklist and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made.

Bid Item 28, PCC curb ramp with detectable warning surface per plan on 6" aggregate base at Avenida De La Plaza: Bid item shall include full compensation for all labor, equipment and material required to construct concrete curb ramps with truncated domes (dark grey color) and aggregate base as directed by the Engineer, shown on the plans, according to these specifications, curb ramp checklist and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made.

Bid Item 29, Geogrid fabric for poor soil condition: Bid item shall include full compensation for all labor, equipment and material required to install geogrid fabric when unsuitable material are discovered and approved for installation, as directed by the Engineer, according to these specifications and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made. If no geogrid is installed the Contractor will not be entitled to any compensation for this bid item.

Bid Item 30. Document existing striping to replace in kind, remove conflicting markings, replace striping, paint red curb, relocate signs per Plan: Bid item shall include full compensation for all labor, equipment and material required to install or apply new pavement striping, markings, signage, and relocate signage as directed by the Engineer, shown on the plans, according to these specifications and any other related work shall be considered as included or included in the costs of other work. Prior to construction, contractor shall document all signing and striping that will be affected by construction and replace as needed. No additional compensation will be made.

Bid Item 31 – Adjust Water Valve Cover to Finish Grade (stipulated amount): Bid item shall include full compensation for all labor, equipment and material required during paving operations to adjust existing water valve covers flush and even with final and temporary finish surfaces per Vista Irrigation District (VID) Specifications and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made. If this work is performed by VID forces the Contractor will not be entitled to perform this work. This Bid Item is not subject to Section 3 Changes In Work.

Bid Item 32 – Adjust VID Water Meter to Finish Grade: Bid item shall include full compensation for all labor, equipment and material required to adjust existing water meter flush and even with final and temporary finish surfaces per Vista Irrigation District (VID) Specifications, VID standard drawing DWG 1-1, and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made. If this work is performed by VID forces the Contractor will not be entitled to perform this work. This Bid Item is not subject to Section 3 Changes In Work.

Bid Item 33 - Adjust 36-inch Manhole to Finish Grade: Bid item shall include full compensation for all labor, equipment and material required to adjust existing 36-inch manholes to flush and even with final finish pavement surfaces, including concrete collar (the collar grade elevation shall be 1.5-inches to 2-inches below the AC overlay), and all associated and appurtenant work in accordance with the Standard Specifications, the Supplementary General Provisions, and as directed by the Engineer and any other related work shall be considered as in the costs of other work. No additional compensation will be made.

Bid Item 34 – Adjust Sewer Cleanout Cover to Finish Grade: Bid item shall include full compensation for all labor, equipment and material required during paving operations to adjust existing sewer cleanout cover flush and even with final and temporary finish surfaces per Specifications, plans, City of Vista standard drawings and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made.

Bid Item 35. Hydroseeding with bonded fiber matrix for erosion control in areas disturbed by construction: Bid item shall include full compensation for all labor, equipment and material required to hydroseed areas for erosion control disturbed by construction as directed by the Engineer, shown on the plans, according to these specifications and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made.

--- END OF BID SCHEDULE ---

CONTRACTOR'S LICENSING STATEMENT

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

Contractor's License Number: _____

Contractor's License Class: _____

Expiration Date: _____

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

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

Signature of Contractor: _____

Business Address: _____

or

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

Business Address: _____

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

Signature: _____ Name: _____ Title: _____

Address: _____

Signature: _____ Name: _____ Title: _____

Address: _____

or

Name of **Corporation**: _____

Business Address: _____

Corporation organized under the laws of the State of _____

Signature of Officer of Corporation

Printed Name and Title

Signature of Officer of Corporation

Printed Name and Title

PROJECT REFERENCES

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

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

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

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

CONTRACTOR'S LIST OF SUBCONTRACTORS

PROJECT NAME: **2023 Pedestrian MOBILITY SIDEWALK PROJECT (C.I.P. No. 8290)**
AVENIDA DE BENITO JUAREZ FROM W. CALIFORNIA AVE TO W. CONNECTICUT AVE.

NAME OF BIDDER: _____

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

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

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

IF NO SUBCONTRACTORS ARE LISTED, BIDDER MUST INITIAL **ONLY ONE** OF THE FOLLOWING OPTIONS:

_____ Initial here if no subcontractor(s) will be performing Work; **OR**

_____ Initial here if all subcontractor(s) will be performing Work valued less than the greater of 0.5% of bid or \$10,000, whichever is greater.



**CONTRACTOR'S CERTIFICATION ON FEDERAL CONTRACT
REQUIREMENTS**

I hereby certify that I have reviewed the federal construction contract-related requirements (included in appendices A, B, and C) imposed on the Contractor(s) of CDBG Grant Program- funded construction projects and fully understand all my obligations if the project is awarded to me.

Project Name: _____

Location: _____

Amount of Bid: \$ _____

Name of Bidder

Print Name and Title

Street Address

City, State Zip Code

Signature

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

(Per [48CFR 52.209-5](#))

1. The Bidder certifies, to the best of its knowledge and belief, that the Bidder and its Principals, and any of its prospective subcontractors for this award:
 - a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal, State or local agency;
 - b) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal, State or local criminal tax laws, or receiving stolen property (if Bidder checks "have", the Bidder shall also see 52.209-7, if included in this solicitation);
 - c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision;
 - d) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal, State or local taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - e) Have not, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal, State or local agency; and
 - f) Do not have an Active Exclusion on the System for Award Management (SAM), which is available at <https://sam.gov/>
2. The Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The certification in paragraph (1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this award for default.
4. Where the Bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification form.

Company Name: _____ Date: _____

Name: _____ Signature: _____
(President or Authorized Official of Consultant)

Guidance:

(A) Bidder's (or its subconsultant's) inability to certify to the items in paragraph (1)(B), (1)(C), (1)(D), and (1)(E) will not necessarily result in withholding of an award. However, this certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as required in paragraph (4) above or as requested by the Contracting Officer may render

the Bidder nonresponsible. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (1) above. The knowledge and information of an Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(B) "Principal", for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(C) Federal taxes are considered delinquent if both of the following criteria apply: (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted. (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights. (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights. (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment. (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known: Congressional District, if known : ^{4c}			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known :		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable :		
8. Federal Action Number, if known :			9. Award Amount, if known : \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Executive Order 11246

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clauses, as required by Executive Orders 10925, 11114, 11246, or 11375.

☐ YES, If yes, identify the most recent contract: _____
☐ NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☐ YES, If yes, identify the most recent contract: _____
☐ NO

3. Bidder has filed all compliance reports due under applicable instructions.

☐ YES
☐ NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ YES
☐ NO

Company: _____

_____ Signature	_____ Title	_____ Date
_____ Signature	_____ Title	_____ Date

NON-SEGREGATED FACILITIES CERTIFICATION EXECUTIVE ORDER 11246
(30 F.R. 12319-25)

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The bidder's attention is called to the clause entitled Equal Employment Opportunity of the General Conditions of the Contract for Construction.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will obtain identical certifications from the proposed subcontractors; retain the certifications in its files; and forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Non-segregated Facilities

A Certification of Non-segregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

I, hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Company: _____

_____ Signature	_____ Title	_____ Date
--------------------	----------------	---------------

_____ Signature	_____ Title	_____ Date
--------------------	----------------	---------------

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

BIDDER'S SIGNATURE

DATE

NON-COLLUSION DECLARATION

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

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

Name of Bidder _____

Signature _____

Printed Name and Title _____

Dated _____

BID SECURITY FORM
(For Cash or Checks)

Note: This form is to be used when the Bidder chooses to submit cash or a check instead of a bid bond as bid security. Cash or a cashier's or certified check in the amount of not less than ten percent (10%) of the total Base Bid must accompany the bid.

KNOW ALL PERSONS BY THESE PRESENTS that:

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

Work Description.

WHEREAS _____

(Name, address, and telephone number of Bidder)

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

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

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

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

[Text and signatures continued on page 2.]

BID SECURITY FORM

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

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

Dated: _____

Bidder

By: _____
Its

By: _____
Its

(Seal)

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

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

Work Description.

(Name, address, and telephone number of Bidder)

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

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

NOW, THEREFORE, we, the undersigned Principal, and

(Name, address, and telephone number of Surety)

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

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

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

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

[Text and signatures continued on page 2.]

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

Dated: _____

“Principal”

“` Surety”

By: _____
Signature

By: _____
Signature

Name and Title

Name and Title

By: _____
Signature

By: _____
Signature

Name

Name

(Seal)

(Seal)

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

CONSTRUCTION CONTRACT

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

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

SECTION 1

The Contract Documents consisting of the PROJECT SPECIFICATIONS, comprised of the NOTICE INVITING BIDS, the INSTRUCTIONS TO BIDDERS, the accepted BID PROPOSAL; BID SCHEDULE; CONTRACTOR’S LICENSING STATEMENT; PROJECT REFERENCES; CONTRACTOR’S LIST OF SUBCONTRACTORS; CONTRACTOR’S CERTIFICATION ON FEDERAL CONTRACT REQUIREMENTS; CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS; DISCLOSURE OF LOBBYING ACTIVITIES AND INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES; EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION; NON-SEGREGATED FACILITIES CERTIFICATION; NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS; NON-COLLUSION DECLARATION (Federal Form); ; BID SECURITY FORM (WITH BID BOND, CASH, CERTIFIED CHECK OR CASHIER’S CHECK INCLUDED); the CONSTRUCTION CONTRACT, PAYMENT BOND, CONTRACTOR’S CERTIFICATE, SUPPLEMENTARY GENERAL PROVISIONS, SUPPLEMENTARY TECHNICAL PROVISIONS, Special Provisions, Plans, Standard Plans and Specifications; together with all additions, deletions, modifications, appendices, and all addenda (No. ____), as prepared prior to the date of bid opening setting forth any modifications or interpretations of any said documents, are hereby incorporated in and made a part of this Contract as fully as if set forth herein.

SECTION 2

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

PROJECT

as specifically set forth in documents entitled

DOCUMENTS

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

SECTION 3

For furnishing all said services and materials, payment of premiums on insurance policies, obtaining all permits and licenses of a temporary nature, furnishing and removing all plant, temporary work or structures, tools, and equipment, and for doing all the Work contemplated and embraced in this Contract, also for all loss and damage arising out of the nature of the aforesaid work during its progress or prior to acceptance from the action of the elements and from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work, and for all other risks of any description connected with the Work, also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said Contract Documents are expressly stipulated to be borne by the Agency, and for well and faithfully completing the Work and the whole thereof within the stipulated time and in the manner shown and described in the said documents, and in accordance with the requirements of the Engineer under them, the Agency will pay, and the Contractor shall receive in full compensation therefore, the prices set forth by him in the accepted bid. The total compensation will be computed on the basis of the units of work actually performed in accordance with the requirements of the Contract Documents and paid for at the stipulated prices named in the BID SCHEDULE for completion of the Work.

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

Contractor agrees to abide by all required contract provisions of federal-aid construction contracts per Exhibit A, which is hereby incorporated in and made a part of this Contract as fully as if set forth herein. Contractor agrees to pay generally prevailing wages per the Federal Prevailing Wage Rate Determination as provided in Exhibit B or pursuant to California law (8 CCR § 16001) where California prevailing wage rates are higher than the applicable federal rate.

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

CITY OF VISTA, a chartered municipal corporation

By: _____
JUDY RITTER, MAYOR

ATTEST:
KATHY VALDEZ, CITY CLERK

By: _____

APPROVED AS TO FORM:
DAROLD PIEPER, CITY ATTORNEY

By: _____

RISK MANAGEMENT REVIEW:
DOLORES GASCON, RISK MANAGER

By: _____

NAMEX, status

By: _____

Name/Title

By: _____

Name/Title

Bond No. _____

Premium: \$ _____

Effective Date: _____

**PERFORMANCE BOND
LD; GP; DWG
APN**

KNOW ALL PERSONS BY THESE PRESENTS that:

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

Work Description,

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

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

NOW, THEREFORE, we, the undersigned Principal, and

(Name, address, and telephone number of Surety)

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

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

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

(a) Remedy the default;

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

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

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

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

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

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

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

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

[Text and signatures continued on page 3.]

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

Dated: _____

“Principal”

THEPRINCIPAL

By: _____
Signature

Name and Title

By: _____
Signature

Name
(Seal)

“Surety”

By: _____
Signature

Name and Title

By: _____
Signature

Name
(Seal)

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

Bond No. _____
Premium: \$ _____
Effective Date: _____

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

KNOW ALL PERSONS BY THESE PRESENTS that:

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

Work Description,

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

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

NOW, THEREFORE, we, the undersigned Principal, and

(Name, address, and telephone number of Surety)

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

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

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

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

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

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

Dated: _____

“Principal”

THEPRINCIPAL

By: _____
Signature

Name and Title

By: _____
Signature

Name

(Seal)

“Surety”

By: _____
Signature

Name and Title

By: _____
Signature

Name

(Seal)

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

CONTRACTOR'S CERTIFICATE
2023 Pedestrian MOBILITY SIDEWALK PROJECT (C.I.P. No. 8290)
AVENIDA DE BENITO JUAREZ FROM W. CALIFORNIA AVE TO W. CONNECTICUT AVE.

CONTRACTOR'S CERTIFICATE PURSUANT TO
SECTION 1861 OF THE LABOR CODE

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

Name of Contractor

By: _____
Signature

Printed Name

Title

Date

By: _____
Signature

Printed Name

Title

Date

(Blank Page)

NON-COLLUSION DECLARATION FOR SUBCONTRACTORS

**2023 Pedestrian MOBILITY SIDEWALK PROJECT (C.I.P. No. 8290)
AVENIDA DE BENITO JUAREZ FROM W. CALIFORNIA AVE TO W. CONNECTICUT AVE.**

TO BE EXECUTED BY EACH AWARDEE OF A SUBCONTRACT

The undersigned declares:

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

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

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

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

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

Signature

Printed Name

Title

(Blank Page)

SUPPLEMENTARY GENERAL PROVISIONS

2023 Pedestrian MOBILITY SIDEWALK PROJECT (C.I.P. No. 8290) AVENIDA DE BENITO JUAREZ FROM W. CALIFORNIA AVE TO W. CONNECTICUT AVE.

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

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

1-1 GENERAL.

Modify this subsection by adding the following:

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

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

1-2 TERMS AND DEFINITIONS.

Modify the following terms and definitions to read:

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

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

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

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

Specifications or Standard Specifications - The Standard Specifications of the Agency are the latest edition of the Standard Specifications for Public Works Construction ("Greenbook"), as written and promulgated by Public Works Standards, Inc., together with the most current Cumulative Supplement adopted by the Greenbook Committee of Public Works Standards, Inc. and along with the latest San Diego Regional Supplement to "Greenbook" as approved and adopted by the San Diego Regional Standards Committee.

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

Working Day - *Modify c) as follows:*

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

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

Add the following new terms and definitions:

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

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

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

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

CA MUTCD – California Manual on Uniform Traffic Control Devices.

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

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

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

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

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

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

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

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

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

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

1-3 ABBREVIATIONS.

1-3.2 Common Usage.

Add the following:

AC..... Asphalt Concrete

AT&T.... Local and long distance telephone company (formerly SBC and Pacific Bell)

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

1-3.3 Institutions.

Add the following institutions:

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

SECTION 2 – SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT.

Revise to read as follows:

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

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

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

Add the following new subsections:

2-1.1 Integration.

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

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

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

2-2 ASSIGNMENT.

Add the following paragraph:

In accordance with Section 4551 of the Government Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or arising from purchases of goods, services or materials pursuant to the public works Contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

2-3 SUBCONTRACTS.

2-3.1 General.

Add the following paragraph:

For Federally funded projects, the Contractor shall include in every subcontract the federal contract provisions listed in Appendices A, B, and C of these Specifications, so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

2-3.3 Status of Subcontractors.

Replace the second paragraph with the following:

Subcontractors shall be considered employees of the Contractor. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors, as it is for the acts and omissions of persons directly or indirectly employed by the Contractor. The Contractor shall require each Subcontractor to be bound by all

obligations of this Contract by appropriate written agreement. Each subcontract agreement shall preserve and protect the rights of the Agency. Should any Subcontractor fail to perform the work undertaken by the Subcontractor to the satisfaction of the Agency, said Subcontractor shall be removed immediately from the Work upon request by the Engineer and shall not again be employed on the Work. The Contractor shall be held liable for all deficient Subcontractor work. Nothing contained in these Contract Documents shall create any contractual relationship between any Subcontractor and the Agency.

Add the following paragraphs:

The Agency will not conduct business with an individual, firm or organization, and the Contractor shall not employ or otherwise use any Subcontractor, supplier, or equipment vendor at any tier that is on the U.S. General Services Administration's "List of Parties Excluded from Federal Procurement and Non-Procurement Programs."

A list of individuals, firms and organizations debarred, suspended or who have voluntarily excluded themselves from Federal Procurement and Non-Procurement Programs is maintained by the U.S. General Services Administration. A copy of the "Excluded Parties List System" is available for Contractor's use at the U.S. General Services Administration's Internet URL website link at:

<http://www.epls.gov>

or can be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402; 202-783-3238.

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General.

Add the following to the second paragraph in this subsection:

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

Replace the last paragraph with the following:

If the Contractor, either commencing work or in the course of the work, finds any discrepancy between the Specifications and the Plans, or between either and the physical conditions at the site of the Work, or finds any error or omission in any of the Plans, or in any survey, the Contractor shall promptly notify the Engineer in writing of any discrepancy, error, or omission. No work shall be done in any area of such discrepancy until the Engineer has given approval for same in writing. The

Contractor shall forward written Requests for Information (RFIs) to the Engineer in all such matters. Only written authorization from the Agency shall be binding over any deviation or changes in the Plans and Project Specifications. If the Contractor observes that any Plans or Specifications are at variance with any applicable law, ordinance, regulation, order or decree, the Contractor shall promptly notify the Engineer in writing of such conflict.

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

2-5.2 Precedence of the Contract Documents.

Add the following:

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

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

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

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

2-5.3 Submittals.

2-5.3.1 General.

Add the following to the end of the first paragraph:

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

Revise the third paragraph as follows:

The Contractor shall allow a minimum of **twenty (20) Working Days** for review of shop drawings and submittals. Each set of shop drawings or submittals shall be accompanied by a letter of transmittal and the Contractor's certification (see description of certification below).

Add the following paragraphs after the last paragraph:

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

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

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

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

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

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

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

Email: jrivera@cityofvista.com

2-5.3.2 Working Drawings.

Add the following to Table 2-5.3.2 (A):

TABLE 2-5.3.2 (A) ^{Note}

Item	Subsection Number	Title	Subject
16	306-1.2.2	Pipe laying	Pipeline shop drawings
17	306-3.3	Dewatering	Dewatering Plan

- Notes:
1. The diagrams shall be of a size and scale to show clearly all necessary details. Pipeline layouts, for reference only, may be submitted in tabulated form in increasing order of alignment stationing.
 2. Pipeline layout diagrams or schedules required for approval shall be submitted in accordance with 2-5.3. Layout diagrams or schedules are required for pipelines using pipe materials conforming to the indicated subsections. The diagrams or schedules will be submitted for reference only, but curve layouts are required for approval.

Revise the fourth paragraph to read:

Working Drawings listed above as Items 4 - 7, 9, 10 - 15 and 17 shall be prepared by a Civil or Structural Engineer registered by the State of California.

2-5.3.3 Shop Drawings.

Add the following after the last paragraph:

The following procedures will apply to shop drawing submittals:

- a) The Contractor shall submit to the Engineer for review five (5) copies of all shop drawings. These drawings shall be complete, certified by the Contractor, and shall contain all required information in detail. The Contractor shall make any corrections to shop drawings required by the Engineer.
- b) It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the third submission of a submittal item.
 - (1) If a submittal is returned to the Contractor marked "No exceptions taken," formal revision and resubmission of said submittal will not be required.

- (2) If a submittal is returned to the Contractor marked "Make corrections noted," formal revision and resubmission of said submittal will not be required.
- (3) If a submittal is returned to the Contractor marked "Amend-Resubmit," the Contractor shall revise said submittal and shall resubmit the required number of copies of the revised submittal to the Engineer.
- (4) If a submittal is returned to the Contractor marked "Rejected-Resubmit," the Contractor shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the Engineer.
- c) When reviewed by the Engineer, each copy of the drawings will be stamped and signed by the Engineer.
- d) Two sets of said drawings will be returned to the Contractor.
- e) The review of the drawings shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. The Contractor shall assume all responsibility for accuracy of data, details, and dimensions shown in the submittals.
- f) The Contractor agrees that if deviations, discrepancies, or conflicts between shop drawing submittals and the Contract Documents in the form of Plans and Specifications, except as particularly noted within the submittal, are discovered either prior to or after shop drawings submittals are processed by the Engineer, the Plans and Specifications shall control and shall be followed.
- g) Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the Contract Plans and Specifications and shall not be taken as the basis of claims for Extra Work. The Contractor shall have no claims for damages or extension of time due to any delay resulting from making required revisions to shop drawings. The review of said drawings by the Engineering will apply to general design only and will in no way relieve the Contractor of responsibility for errors or omissions contained therein nor will such review operate to waive or modify any provisions or requirements contained in these Contract Specifications or on the Contract Drawings.
- h) The Contractor shall furnish to the Engineer eight (8) copies of instruction and maintenance manuals and parts lists of all major equipment furnished. Data in these manuals shall cover completely all items as specified and as supplied.
- i) Shop fabrication drawings and lay sheets are required for all steel pipelines sixteen inches and greater in diameter (16"+ Ø). The drawings and lay sheets shall fully illustrate horizontal station and vertical elevation of all joints and angle points, true angular deflection at locations of combined vertical and horizontal bends, and horizontal station for pipeline appurtenances.

2-5.3.4 Supporting Information.

Add the following items:

- 14) City of Vista Stormwater Management Permit and Storm Water Pollution Prevention Plan (SWPPP), if required, per Subsection **7-5 ("PERMITS.")**.
- 15) Waste Management Plan Permit Application per Subsection **7-8 ("WORK SITE MAINTENANCE.")**.
- 16) Noise Control Notification per Subsection **7-8.3 ("Noise Control.")**.
- 17) Traffic Control Plans per Subsection **7-10.2.2 ("Traffic Control Plan (TCP).")**.
- 18) Night Work Plan per Subsection **7-10.4.1.3 ("Safety for Night Work.")**.

Add the following paragraphs:

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

The Contractor shall submit the names and addresses of all suppliers of mineral construction materials, and the mine from which the materials were obtained, along with a copy of the Office of Mine Reclamation AB 3098 List (per California Assembly Bill 3098) showing that the mining operation is listed, prior to delivering any mineral construction materials to the Project site. This documentation regarding the Office of Mine Reclamation AB 3098 List (per California Assembly Bill 3098) shall be made a part of every submittal required on the Project that includes mineral construction materials. Failure to identify the supplier and the mine may result in rejection of the submittal.

2-5.4 Record Drawings (“As-Builts”).

Add the following new subsection:

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

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

2-6 WORK TO BE DONE.

Add the following paragraphs:

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

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

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

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

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

2-7 SUBSURFACE DATA.

Add the following paragraph:

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

2-8 RIGHT-OF-WAY.

Add the following paragraphs:

The Contractor shall not allow his employees to use private property for any reason or to use water or electricity from such property without written permission from the owner. The Contractor shall

provide evidence of such permission in writing to the Engineer before entering upon such lands. In performing any work or doing any activity on lands outside the public rights-of-way, the Contractor shall comply with all applicable Federal, state and local laws, ordinances, codes and regulations. The Contractor shall indemnify and hold the Agency, its officials, officers, employees, and agents free and harmless from all claims or suits for damages occasioned by such work or activity, whether done according to this subsection and with permission from the owner or in violations of this subsection without permission from the owner.

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

2-9 SURVEYING.

2-9.1 Permanent Survey Markers.

Delete the first paragraph and replace with the following paragraphs:

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

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

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

2-9.2 Survey Service.

Delete all three paragraphs and replace with the following:

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

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

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

2-9.4 Line and Grade.

Replace the first and second paragraphs with the following:

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

Add the following paragraphs and table:

The Professional Land Surveyor or Registered Civil Engineer authorized to practice land surveying in the State of California ("Surveyor") performing construction staking will furnish construction stakes to prosecute the Work as part of the various items of work. Surveying and staking shall be performed

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

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

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

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

2-9.5 Payment.

Add the following new subsection:

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

2-11 INSPECTION.

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

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

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

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

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

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

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

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

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

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

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

2-11.1 Inspection by Other Jurisdictions.

Add the following new subsection:

2-11.1 Inspection by Other Jurisdictions. Whenever any part of the Work to be performed is under the jurisdiction or control of, or is to be paid for, in whole or in part, by another public agency, entity, or jurisdiction, including but not limited to another city, Vista Irrigation District, North County Transit District, the County of San Diego, the State of California, or the United States Government, such Work, in addition to Agency inspection, shall be subject to inspection and approval by the proper officials of such entities or jurisdictions.

Add the following new subsections:

2-13 SITE EXAMINATION.

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

2-14 FLOW AND ACCEPTANCE OF WATER.

2-14 FLOW AND ACCEPTANCE OF WATER. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, by submitting

a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising there from.

2-15 NOTICE OF THIRD PARTY CLAIMS.

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

2-16 SEPARATE CONTRACTS.

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

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

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

SECTION 3 – CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR.

3-1.1 General.

Add the following to this subsection after the last sentence:

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

Add the following new subsection:

3-1.3 Cost Reduction Proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3-2 CHANGES INITIATED BY THE AGENCY.

3-2.1 General.

Add the following after the last paragraph:

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

3-2.4 Agreed Prices.

Add the following to this subsection after the first sentence:

Agreed prices shall be negotiated before commencement of the Work.

3-3 EXTRA WORK.

3-3.1 General.

Add the following to the first paragraph:

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

Add the following:

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

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

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

3-3.2 Payment.

3-3.2.1 General.

Replace the first sentence with the following:

3-3.2.1 General. When the cost and time for Extra Work cannot be agreed upon prior to the commencement of the Work, the Agency will pay for Extra Work based on the accumulation of costs as provided herein and grant additional time to the Contract duration. Extra Work shall be paid for under a written Change Order, approved by the Agency, in accordance with the terms therein provided.

Generally, payment for Extra Work will be made at the unit price or lump sum previously agreed upon between the Contractor and the Agency.

3-3.2.2.3 Tools and Equipment Rental.

Replace the second paragraph in its entirety with the following:

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

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

Add the following new paragraphs:

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

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

3-3.2.3 Markup.

3-3.2.3.1 Work by Contractor.

Replace the entire paragraph with the following:

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

Table 3-3.2.3.1(A)

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

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

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

3-3.2.3.2 Work by Subcontractor.

Replace the entire paragraph with the following:

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

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

3-3.3 Daily Reports by Contractor.

Add the following as the first sentence:

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

SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP.

4-1.1 General.

Replace the subsection in its entirety with the following:

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

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

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

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

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

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

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

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

Upon written request from the Contractor at least twenty-four (24) hours in advance, any materials / equipment furnished by the Agency for the Project shall be available to the Contractor to take delivery of the items during regular Public Works Department Working Hours at the Agency's Public Works Yard

at 1165 E. Taylor Street or the Agency's Storage Yard at 2430 Lupine Hills Drive as designated by the Agency. The Contractor shall inspect the materials / equipment at time of pick-up and shall satisfy himself of the suitability and quantity of the materials / equipment for use on the Project. The Contractor shall provide loading at the Agency's designated location, handling, transportation and delivery of the items to the Project site. The cost of handling and placing all materials / equipment after they are made available to the Contractor shall be considered as included in the Contract prices for items in connection with which they are used. No markup shall be applied to any material provided by the Agency.

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

4-1.3 Inspection Requirements.

4-1.3.1 General.

Revise the first paragraph to read as follows:

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

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

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

4-1.4 Test of Materials.

Add the following paragraphs:

Geotechnical (soil) testing of fill materials, subgrade, subbase, and base will be conducted by the Agency and the Geotechnical Engineer. Geotechnical (soil) tests may include relative compaction tests, sand equivalents tests, sieve analysis, R-values, etc. The results shall be presented directly by the laboratory to the Engineer. No base, concrete or pavement shall be placed before the subgrade, subbase, base and fill have been compacted, tested and approved. The cost of any initial geotechnical (soil) test shall be borne by the Agency. Additional geotechnical (soil) tests necessitated by a failure of one (1) or more of the initial tests shall be made by the laboratory at the expense of the Contractor. The Contractor shall make allowances in his construction procedure to permit testing of the Work in

progress by the Engineer and no additional compensation shall be paid to the Contractor for delays due to testing.

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

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

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

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

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

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

4-1.6 Trade Names or Equals:

Add the following paragraphs:

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

The Contractor shall substantiate his offer for use of substitute materials, processes, or equipment, which he considers to be equivalent to that indicated, by submitting three (3) copies of a package of description, information, and performance data, showing the equality of the offered item, and such other necessary or related information as may be required by the Engineer (including, but not limited to, complete calculations, technical specifications, samples, or published documents relating to the performance and physical characteristics of the proposed substitute). The burden of proof as to the comparative quality and suitability of alternative material, process, or equipment shall be the Contractor's responsibility. Independent testing or evaluation at qualified test facilities, including destructive testing, may be required as a condition of acceptance. Life cycle costs of the

substitute items must be equivalent to those of the items indicated. The Engineer may require the Contractor to furnish a special performance warranty or other surety with respect to any proposed substitute. The Engineer shall be the sole judge as to the comparative quality and suitability of the substitute items, and the Engineer's decision shall be final.

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

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

Add the following new subsections:

4-1.10 Removal of Interfering Obstructions.

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

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

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

SECTION 5 – UTILITIES

5-1 LOCATION.

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

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

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

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

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

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

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

Add the following new subsection to read as follows:

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

5-2 PROTECTION.

Revise the second paragraph to read:

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

Revise the third paragraph to read:

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

Add the following paragraph to this subsection:

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

5-4 RELOCATION.

Revise the third and fourth paragraphs to read:

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

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

Revise the fifth paragraph to read:

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

5-6 COOPERATION.

Revise the first paragraph to read:

The Contractor shall so conduct its operations as to permit access to the Work site and provide time for utility work to be accomplished during the progress of the Work. The Agency has initiated communication with the appropriate utility companies that provide for the various service connections or utility relocations and adjustments as noted on the Plans. The responsibility for coordination with utility companies will be transferred to the Contractor with the Notice to Proceed and the Contractor

shall assume the responsibility for all further coordination with the utility company. The Contractor shall be responsible for maintaining contact with the utility company representatives and providing necessary effort in scheduling utility work so that delays in overall construction schedule are avoided and utility services are in place for connection upon completion of Contract construction.

Add the following paragraphs to this Subsection:

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

COMPANY	UTILITY	CONTACT	TELEPHONE	EMAIL
Vista Sanitation District	Sewer	Elmer Alex	760-643-5416	elalex@cityofvista.com
Buena Sanitation District	Sewer	Elmer Alex	760-643-5416	elalex@cityofvista.com
City of Vista	Well Water			
City of Vista	Storm Drain	Chris Arce	760-643-5459	carce@cityofvista.com
City of Vista	Traffic Signal	Chris Arce	760-643-5459	carce@cityofvista.com
City of Vista	Street Lights	Chris Arce	760-643-5459	carce@cityofvista.com
City of Vista	Fiber Optic Communication	Chris Arce	760-643-5459	carce@cityofvista.com
Vista Irrigation District	Water	Paul Dupree	(760) 597-3157	PDupree@vidwater.org
City of Oceanside Utilities	Water and Sewer	Cari Dale		cdale@ci.oceanside.ca.us
City of Oceanside Utilities	Contracts	John McKelvey		jmckelvey@oceansideca.org
Vallecitos Water District	Water and Sewer	Lee Kirby	760-744-0460	lkirby@vwd.org
SDG&E	Electric (contractor)	Payton Douglas	(951) 801-0304	PDouglas@sdgecontractor.com
SDG&E	Gas	Vincent Vargas	(619) 214-2961	VVargas@sdge.com
SDG&E	Street Lights	Nicole Brodbeck	858-636-6832	Nbrodbeck@semprautilities.com
AT&T	Tele Communications	Kristy McClaskey	(760) 489-3115	km2398@att.com
Cox Communications	Tele Communications	Debra Capter	619-266-5217	Debra.Capter@cox.com
Charter Communications	Tele Communications	Michael Estrada	619.341.0516	Michael.Estrada@charter.com
Charter Communications	Tele Communications	Peter S. Crampton	619.207.7513	Peter.Crampton@Charter.com
Crown Castle	Tele Communications	Andrew Armstrong	760-613-4671	Andrew.armstrong@crowncastle.com
NCTD	Bus / Railroad	Ruth H. Mbah	760.967.2834	rmbah@nctd.org
NCTD	Bus / Railroad	ALT Dept. Email		ROW@nctd.org

The Contractor shall contact the organizations at the beginning of the Project, obtain information on their requirements, provide them a construction schedule that meets their requirements, update the construction schedule on a weekly basis, meet with the company representatives, provide an adequate construction window and a clear area for them to work, document meetings and coordination efforts, provide copies of all correspondence and other documentation to the Agency on a weekly basis, and perform all other necessary coordination work to the satisfaction of the organizations and the Engineer. Notifications by the Contractor shall be in writing, with proof of receipt. Copies of each notification and proof of receipt shall be submitted to the Engineer.

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

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

6-1.1 Construction Schedule.

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

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

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

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

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

For projects of forty-five (45) Working Days or more, the Contractor shall submit to the Engineer an updated construction schedule each month, showing the actual progress of the Work, as part of the Partial Payment request. Monthly progress payments are conditioned upon the Engineer receiving from the Contractor the monthly schedule update. Schedule updates must accurately reflect the "as-built" schedule. All changes to the schedule shall be highlighted or otherwise identified. Approved Change Orders shall also be incorporated in the updated schedule. It is highly recommended that a

narrative be included with each update. The narrative should include a description of any logic changes made to the Project, a commentary as to gains and losses to critical and near critical activities, and a quantification of the gains and losses to the critical path. Failure to provide an updated construction schedule may result in withholding Contract payments until one is submitted.

If the Contractor desires to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress of the Work for any reason, the Contractor shall submit to the Engineer a revised construction schedule in advance of beginning revised operations. In the event that an action either by the Agency or the Contractor results in a delay to the schedule, it is beneficial if the parameters pertaining to that action are recorded as they happen.

Add the following new subsection:

6-1.3 Pre-Construction Meeting.

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

- a) Construction schedule
- b) Subcontractors
- c) City of Vista Stormwater Permit and Storm Water Pollution Prevention Plan (SWPPP), if required
- d) Traffic Control Plans
- e) Survey requirements
- f) Materials and delivery schedule
- g) Local phone numbers for supervisory personnel
- h) List of Emergency phone numbers (see Subsection 7-17 of these Specifications)
- i) Required permits
- j) Coordination with other agencies

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

6-2 PROSECUTION OF THE WORK.

Insert the following paragraph after the first paragraph:

Contractor shall, at contractor’s sole cost and expense, be solely and completely responsible for all matters affecting the prosecution, progress and completion of the work (both on and off the job site), and for observing all laws and providing for public convenience and safety, safety of workers (including its workers and those of its subcontractors, suppliers and others contributing to the work) and others, protection of property and rights of others, including location, maintenance and replacement of utilities whether shown on the plans or not, prior notification to utility owners, drainage from storm runoff, and all easements right-of-way and encroachment permits. Nothing in the Agreement, the specifications, or other

Contract Documents or AGENCY's or VID's approval of the plans and specifications, or inspection of the work is intended to include a review, inspection, acknowledgement of or responsibility for any such matters and AGENCY or VID, AGENCY's engineer or VID's engineer, and their consultants, and each of their directors, officers, employees and agents, shall have absolutely no responsibility or liability therefore.

6-3 SUSPENSION OF THE WORK.

6-3.1 General.

Replace this subsection in its entirety with the following:

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

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

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

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.2 Extension of Time.

Add the following paragraph to the end of this subsection:

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

6-6.4 Written Notice and Report.

Replace the paragraph in this subsection with the following:

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

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

6-7 TIME OF COMPLETION.

6-7.1 General.

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

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

The Landscape and Irrigation Maintenance and Plant Establishment period will start after all construction work is completed AND all Punchlist items and deficiencies are corrected. The Maintenance and Plant Establishment period will take place after the Contract time is completed.

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

6-7.2 Not Used.

Replace this subsection with the following:

6-7.2 Working Days / Hours.

6-7.2 Working Days / Hours. Unless otherwise specified, the Contractor's activities shall be confined to normal working hours between 7:00AM and 5:00PM, Monday through Friday. Lane closures will be confined to the hours between 8:30AM and 3:30PM, Monday through Friday.

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

Deviation from these working days and hours will not be permitted without the prior consent of the Engineer except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation during non-Working Days / Hours, overtime inspection fees will be charged against the Contractor. The overtime inspection fees will be calculated at overtime rates and will be deducted from any amounts due the Contractor.

Other conditions such as pedestrian access and the presence of schools or other special traffic and pedestrian generating facilities may affect the working hours.

For the **2023 Pedestrian MOBILITY Sidewalk Project - Avenida De Benito Juarez (C.I.P. No. 8290)**, the project is in front of the California Ave School and Vista Academy of Visual and Performing Arts. Working hours or other conditions may affect working hours. Grinding (Cold milling) and Paving operations shall be done on Saturday or weekday on any school breaks between 7:00AM and 5:00PM. Lane closures will be confined to the hours between 8:30AM and 3:30PM. Deviation from these time limits, street closures, and detours will not be permitted without the prior consent of the Engineer. See Appendix O for the Vista Unified School District schedule. It is anticipated that grinding and paving will be done during summer break.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

6-8.2 Acceptance.

Insert the following after the first paragraph:

Contractor shall be responsible for the care, maintenance of and any damage to all Water Facilities which have not been accepted by VID, except any damage caused by the active negligence of VID, its agents, employees or representatives.

VID shall not be required to accept the Water Facilities or any portion thereof until all Water Facilities have been completed to VID's satisfaction. Furthermore, VID shall be permitted to use and operate any portion of the Water Facilities completed sufficiently to pass all field tests, after being placed into service by VID.

6-8.3 Warranty.

Replace the first paragraph in its entirety with the following:

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

- a) The warranty period for installed fiber optic cable shall be two (2) years.
- b) The warranty period for the Work under Section 500 must be at least three (3) years.
- c) The warranty period for LED signal modules requires at least three (3) years of manufacturer's warranty.
- d) The warranty period for LED luminaires requires at least ten (10) years of manufacturer's warranty. Provide documentation verifying that the LED luminaire model(s) being offered for the Project are covered by the ten-year warranty.

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

Replace the last paragraph with the following:

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

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

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

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

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

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

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

The Contractor must repair or replace the traffic signal and lighting system equipment within seventy-two (72) hours after notification of defects by the Engineer.

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

Add the following paragraphs to the end of this subsection:

Replacement of earthfill or backfill, where it has settled below the required finish surfaces, shall be considered part of repairs of defective work, and any repair of surfacing constructed by the Contractor, which becomes necessary because of settlement or ground movement, shall be likewise considered part of such repair work.

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

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

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

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

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

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

6-9 LIQUIDATED DAMAGES.

Replace this subsection with the following:

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

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

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

7-1.1 General.

Replace the second paragraph with the following paragraph:

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

Add the following paragraphs:

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

All construction equipment, stationary or mobile, shall be equipped with properly operated and maintained muffler exhaust systems. Stockpiling in vehicle staging area shall be located as far as practical from occupied dwelling units and shall be subject to approval by the Engineer.

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

7-1.2 Temporary Utility Services.

Add the following to this subsection:

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

7-1.4 Emissions Near K-12 Schools.

Add the following new subsection:

7-1.4 Emissions Near K-12 Schools. The Contractor must notify the Agency twenty-five (25) Working Days in advance of when striping activities or operation of a portable emission unit will occur one thousand feet (1,000') of any K-12 school (public or private) so that applicable public and student notification can occur. The Contractor shall provide notification to the schools affected.

7-2 LABOR.

7-2.1 General.

Add the following paragraphs to this subsection:

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

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

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

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

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

7-2.2 Prevailing Wages.

Replace the subsection with the following paragraphs:

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

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

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

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

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

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

The Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the Contract by Contractor or by any subcontractor.

For projects using Federal funds, the Federal minimum wage rates used for the project are those predetermined by the United States Secretary of Labor within ten (10) Working Days before the bid opening. These wages are available at the United States Secretary of Labor website link at:

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

The state prevailing wage determination used for this Project is the latest determination on the bid advertising date. The federal wage determination used for this Project is the latest determination ten (10) Working Days before the bid opening. Within ten (10) days before the bid opening an addendum will be issued to holders of Plans and Project Specifications containing the latest Federal prevailing wage rate determinations to be used for the Project.

Attention is directed to the Federal minimum wage rate requirements. **On Federally funded projects**, if there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations (DIR) for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Agency will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other

classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage rate determinations do not contain the State wage rate determinations otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

Add the following new subsection:

7-2.2.1 Apprentices.

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

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

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

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

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

7-2.3 Payroll Records.

Add the following after the first sentence:

In accordance with the requirements of the California Prevailing Wage Laws, Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work. The payroll records shall be certified and submitted to the DIR electronically in accordance with the California Prevailing Wage Laws. Contractor shall be subject to, and fully comply with, all California Prevailing Wage Laws, including, but not limited to, those pertaining to the maintenance and inspection of certified payroll records. Copies of the record of wages paid

shall be certified by the Contractor and submitted to the DIR with each progress payment request. In the event of noncompliance with the requirements of this section for payroll records, and upon the request of the DIR, contractor penalties shall be withheld from Contract payments.

7-3 LIABILITY INSURANCE.

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

The Contractor shall procure and maintain for the duration of the Contract, and for 1 year insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

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

- (a) **Commercial General Liability** (CGL) – Insurance Work Office Form CG 00 01 covering CGL on an “occurrence” basis, including products, completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
- (b) **Automobile Liability** – Insurance Work Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage. Any and all mobile equipment, including cranes, which are not covered under Automobile Liability, shall have said coverage provided for under Comprehensive General Liability policy.
- (c) **Contractors Pollution Legal Liability** (for projects involving the public sewer system), appropriate to cover such activities as cleanup, removal, storage, or otherwise handling of hazardous or toxic chemicals, materials, substances, or any other pollutants; in an amount sufficient to cover potential losses from an incident, with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.
- (d) **Transporters Pollution Liability** (for projects involving the public sewer system), to cover transportation of hazardous or toxic chemicals, materials, substances or any other pollutants, the Contractor shall provide an amount sufficient to cover potential losses from an incident, but not less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.
- (d) **Builder’s Risk** (Course of Construction) (for projects that include buildings), utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions.

- (e) **Professional Liability** (for design/build projects) with limits no less than \$1,000,000 per occurrence or claim, and **\$2,000,000** policy aggregate. For projects involving storm water pollution prevention which require the Contractor to hire a QSD or QSP, the QSD and QSP shall carry in an amount not less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

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

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

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

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

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

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

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

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

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

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

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

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

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

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

Add the following new subsection:

7-3.1 Failure to Procure Insurance.

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

7-5 PERMITS.

Add the following paragraphs:

The issuance of a permit based on Plans, specifications, and other data shall not prevent the Agency from ordering correction of errors in said Plans, specifications, or other data, or from preventing construction operations being carried on hereunder when in violation of any law, code or ordinance.

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

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

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

Add the following new subsections:

7-5.1 City of Vista Business License.

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

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

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

- 1] **Contractor's License** of appropriate classification.
- 2] **City of Vista Business License** [see Subsection 7-5.1 ("City of Vista Business License.")]
- 3] **General Liability Insurance Certificate.** The Certificate shall be issued with the Agency listed as the Certificate Holder. The Agency shall also be listed as an additional insured. See the Supplementary General Provisions for additional Certificate requirements and the amounts and types of liability coverage. If any Subcontractor does not have the amount of liability insurance required in the Project Specifications, the General Contractor must produce evidence that the Subcontractor's work is covered by the General Contractor's liability insurance policy.
- 4] **Worker's Compensation Insurance Certificate.** The Certificate shall be issued with the Agency listed as the Certificate Holder.
- 5] **Waste Management Permit Application.** The Contractor shall be required to recycle at least fifty percent (50%) of the generated waste in accordance with Vista Municipal Code Chapter 13.17.

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

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

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

7-6 THE CONTRACTOR'S REPRESENTATIVE.

Replace the first two sentences with the following:

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

Replace the third and fourth sentences with the following:

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

Add the following paragraphs:

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

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

7-7 COOPERATION AND COLLATERAL WORK.

Replace the first paragraph with the following:

Nothing contained in these documents shall be interpreted as granting to the Contractor exclusive occupancy of the construction site for the Work. Should construction be under way or subsequently begun by other forces or by other contractors within or adjacent to the limits of the Work, or in the vicinity of the Work to be done under this Contract, the Contractor shall so conduct his operations as to interfere to the least possible extent with the Work of such other forces or contractors. If the performance of this Contract

is likely to be interfered with by the simultaneous performance of some other forces or contractors, the Engineer will decide which contractor shall continue or whether the Work can proceed simultaneously.

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

Add the following paragraphs:

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

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

7-8 WORK SITE MAINTENANCE.

7-8.1 General.

Replace the second paragraph with the following:

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

all paved areas within the Work site and all paved routes at least once each working day for the purpose of keeping paved areas acceptably clean whenever construction, including restoration, is incomplete. It shall be the Contractor's responsibility to keep vehicle and pedestrian travel ways broom clean at all times. Failure to comply with these daily cleanup requirements may result in the Agency performing the cleanup work and deducting the cost from the Contractor's payment(s).

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

<http://www.aqmd.gov/home/rules-compliance>

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

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

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

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

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

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

Add the following paragraphs to this subsection:

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

As a result of AB 939, the Agency has established a Construction and Demolition (C&D) Recycling Ordinance (Vista Municipal Code Chapter 13.17) to help divert waste from landfills and to comply with mandates of the California Integrated Waste Management Board (per City of Vista Ordinance No. 2006-19). Many of the materials generated from construction and demolition projects can be recycled

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

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

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

7-8.2 Air Pollution Control.

Add the following paragraph:

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

7-8.3 Noise Control.

Add the following paragraphs:

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

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

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

The Contractor shall not perform high-noise producing work (e.g. jack-hammering, saw-cutting, sand blasting, cold milling, compacting, etc.) between the hours of 10:00PM and 7:00AM, unless the Contractor is directed to perform work at night as part of a unique project, to avoid excessive impacts to traffic, businesses, or schools. The Contractor shall provide written notification to all residential

properties within five hundred feet (500') of the work zone at least seventy-two (72) hours in advance of performing: 1) work during these hours; 2) high-noise producing during working hours. The proposed notification form and list of properties shall be submitted to the Engineer for approval.

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

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

7-8.4 Storage of Equipment and Materials.

7-8.4.1 General.

Add the following paragraphs:

For the **2023 Pedestrian MOBILITY Sidewalk Project - Avenida De Benito Juarez (C.I.P. No. 8290)**, the Contractor may use, at his own risk, the City's vacant lot located at 1125 E. Taylor Street (APN 171-250-30) as a staging area and for parking construction equipment when not in use. Exhibits showing these potential staging and storage areas are included in the appendices (see list of Appendices in Table of Contents on Page 2), and the sites are indicated on the Index Maps of the Plans. The Contractor shall place asphalt concrete cold milling spoils at any of the staging and storage sites used for this project, as directed by the Engineer and by Public Works, to stabilize the surface. The Contractor shall implement and maintain all appropriate storm water pollution prevention BMP's to prevent discharges from the staging and storage areas. If the Contractor chooses to use any of the possible staging areas, any adjacent sewer easements and access roads must remain accessible to Vista Public Works and Sanitation crews at all times of the day or night. After using any area for staging or storing materials or equipment, the Contractor shall clean up the staging and storage areas used for the project, and return them to their pre-existing condition, to the satisfaction of the Engineer and the Public Works Supervisor.

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

When any product, material or equipment is to be stored outside the highway or street right-of-way or Agency property, the Contractor shall first obtain written permission from the property owner on whose property the storage is to be made. The Contractor shall file with the Engineer an original permission letter, together with a written release from the property owner absolving the Agency or its employees from any and all responsibility in connection with storage of materials, products or equipment on said property.

7-8.4.2 Storage in Public Streets.

Add the following paragraphs:

No equipment or materials may be stored on public street rights-of-way unless pre-approved by the City of Vista Traffic Engineering Division.

Add the following subsection:

7-8.4.3 Storage on Private Property.

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

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

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

PART I – PROJECTS LESS THAN 1 ACRE OF LAND DISTURBANCE

7-8.6 Water Pollution Control.

7-8.6.1 General.

Add the following to this subsection:

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

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

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

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

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

7-8.6.1.1 Compliance.

Add the following to this new subsection:

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

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

The Agency may make any further corrective actions, as deemed necessary, for abatement of water pollution if the Contractor has violated any of the provisions of this subsection. The Contractor

shall be responsible for all costs incurred for the corrective actions. Failure to comply with the requirements of this subsection may result in the suspension of Work per Subsections **6-3** and **6-6.3** (“**SUSPENSION OF THE WORK.**” and “**Payment for Delays.**”). The City’s Municipal Code (Vista Municipal Code) Section 13.18.200 allows for administrative, misdemeanor penalties, infractions, and civil actions for non-compliance and enforcement actions that include stop work orders. Failure may also result in significant fines and possible imprisonment. A prosecuting authority may assess fines of up to \$37,500 per calendar day for each violation. The Contractor shall also reimburse the Agency for any fines assessed against and paid by the Agency and that are the result of the Contractor’s failure to comply with these specifications.

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

7-8.6.2 Best Management Practices (BMPs).

Add the following to this subsection:

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

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

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

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

start of work. The Contractor shall prevent any discharge of concrete rinse water or other pollutant into a storm water conveyance facility by using physical barriers.

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

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

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

The Contractor shall implement the following water pollution control measures:

(a) Minimum Water Quality Protection Requirements:

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

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

(b) Erosion Control Plan

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

The Contractor shall mark with a stencil, concrete stamp, or ceramic tile every storm drain inlet within the Project boundaries to indicate that no dumping is allowed in storm drainage facilities that discharge in the ocean. The stencil or tiles are available from the City Engineer, with five (5) Working Days advance notice. On curb inlets, the stencil shall be placed at the curb line on the inlet roof, the stamp should be placed on the inlet roof or in the sidewalk behind the inlet, and the tile shall be affixed to the gutter with pavement-marker adhesive or inset in the concrete in the center of the inlet opening. On catch basins, the stencil, stamp, and tile shall be placed or imprinted next to the inlet grate. Extra concrete may be required next to the grate to accommodate the stencil, stamp, or tile dimensions.

7-8.6.5 Payment.

Replace the paragraphs in this subsection with the following:

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

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

Add the following paragraphs:

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

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

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

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

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

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

7-10 PUBLIC CONVENIENCE AND SAFETY.

7-10.1 Access.

7-10.1.1 General.

Add the following paragraphs:

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

In general, only one (1) lane of traffic in each direction may be closed at one (1) time.

Vehicular lane and bicycle lane closures will only be allowed between the hours of 8:30AM and 3:30PM to avoid impacts on commuter traffic and to avoid impacts to the adjacent businesses, local residences and schools.

Other conditions such as pedestrian access and the presence of schools or other special traffic and pedestrian generating facilities may affect the working hours.

7-10.2 Work Area Traffic Control.

7-10.2.1 General.

Add the following paragraph:

The Contractor shall prepare and submit a traffic control, construction phasing, and detour plan for approval by the Agency, showing how traffic and access will be maintained during the work.

At least two (2) lanes of traffic, one in each direction, must be kept open during construction periods on all streets. The Contractor shall furnish, install and maintain all necessary and appropriate signing and striping for lane closures to accommodate the work zone.

Emergency vehicles shall be permitted to pass through the work area without delay at all times.

Work shall be performed in a portion of the street section while the remainder of the street section is kept open and unobstructed until the newly-constructed improvements are ready for use by traffic. The Contractor shall phase the removal operations so as to maintain the specified traffic lanes on existing pavement until sufficient new pavement is constructed to accommodate the traffic requirements. A smooth, even surface and a condition satisfactory for traffic shall be maintained on the portion of street where the two-directional traffic is being maintained.

For the **2023 Pedestrian Mobility Sidewalk Project - Avenida De Benito Juarez (C.I.P. No. 8290)**, the Contractor may not close any street without prior approval from Engineer. Because this is a

residential area, no night work will be allowed without written permission from the City Engineer. Since the project is in front of a school, traffic control shall take necessary measures to assure the safe crossing of all students, pedestrians through the work zones, especially during school drop off and pick up times and school events. Traffic control shall be set for maximum safety but also to minimize inconvenience to school traffic operations.

The Contractor shall cooperate with local authorities relative to handling local traffic and providing access to necessary services through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

If temporary 'No Parking' zones are part of the approved Traffic Control Plan, the Contractor shall be responsible for furnishing and posting temporary 'No Parking' signs a minimum of forty-eight (48) hours in advance of work. Signs shall have the correct legend and any other necessary information such as hours of the day; days of the week; dates that the temporary 'No Parking' zone applies; and citation of the applicable section of the California Vehicle Code or the Vista Municipal Code. Signs shall be posted at one-hundred foot (100') maximum intervals along the approved temporary 'No Parking' zone. Signs may be attached to existing sign and street light poles in the public right-of-way as approved in the Traffic Control Plan. When necessary to meet the spacing requirement or to ensure sign visibility, the Contractor shall furnish posts or barricades. The Contractor is responsible for the removal of all temporary "No Parking" signs and fasteners or tape used after the Work is completed on each street or alley.

The Contractor shall be responsible for furnishing and posting temporary 'No Parking' signs along all streets approved for closure. In addition to other requirements for temporary "No Parking" signs, "No Parking" signs for temporary road closures shall be posted at one-hundred foot (100') maximum intervals on each side of the street to be closed, at all intersections, and ends of all cul-de-sac streets.

Implementation of traffic control devices per the approved Traffic Control Plan may not begin each workday before the hours specified on the approved Traffic Control Plan. In addition, construction work must be stopped before the end of the approved work period to allow sufficient time for all traffic control devices to be removed and for other devices and measures to be in place and operational as shown on the approved Traffic Control Plans within the specified time restrictions. The Contractor shall make adjustments to the construction staging and provide any required improvements or additional facilities, including temporary trench steel plate covers, temporary asphalt concrete pavement, barricades and delineators, and temporary signing and striping, which are necessary to make the work site functional and safe at all times. Improvements and facilities necessary to make the work site functional and safe shall be submitted to the Agency's Traffic engineer for approval as part of the Traffic Control Plan.

Adequate drainage facilities shall be provided to maintain the traveled pavement surface in a condition free from ponding or running water. Water shall not be diverted from existing courses or allowed to pond on private property without the explicit permission, in writing, from the property owner.

Trenches in streets open to traffic shall be provided with temporary pavement surfacing, to maintain a smooth paved travel surface, if the street is not to be provided with permanent pavement surfacing within forty-eight (48) hours after pavement removal. Trench steel plate covers shall not be left in place longer than four (4) consecutive Working Days.

7-10.2.2 Traffic Control Plan (TCP).

7-10.2.2.1 General.

Add the following paragraphs:

The Contractor shall be prepared to discuss the traffic control plan and issues related to traffic control and access at the Pre-Construction Meeting. The Contractor shall submit traffic control plans for approval per Subsection **2-5.3.4 (“Supporting Information.”)** at least ten (10) Working Days prior to commencement of work. All phases of the traffic control plans shall be prepared by a California licensed Traffic Control Services Consultant (C31 Contractor’s License – Construction Zone traffic Control Contractor) or a California registered Civil or Traffic Engineer and performed in conformance to the requirements of the latest editions of the California Manual on Uniform Traffic Control Devices (CA MUTCD) for Streets and Highways, Caltrans Standard Specifications and Standard Plans, the Traffic Control Plans included in the latest edition of the San Diego Regional Standard Drawings (SDRSD), and the WATCH Manual (Work Area Traffic Control Handbook). No work shall commence until this plan and each construction phase of the Work that significantly affects existing traffic operations has been reviewed and approved by the Engineer.

The Contractor’s Traffic Control Plan shall list the Working Days and Hours scheduled for each street and each phase of the work, as described in these Specifications.

The relocation and / or installation of traffic and / or parking signs and other directional signage, as required on the Plans, shall conform to the City of Vista Standards, the California Manual on Uniform Traffic Control Devices (CA MUTCD), Caltrans Standard Plans and Standard Specifications, San Diego Regional Standard Drawings (SDRSD), and all current ADA regulations. All signs, including those to be relocated or replaced, need to have their new locations approved by the Traffic Engineering Division of the Engineering Department before placement. If not otherwise specified, the work required for Traffic Striping and Signing shall conform to these specifications and those in Section 314.

All signing, including “DETOUR AHEAD” signs and “OPEN DURING CONSTRUCTION” signs shall be proposed by the traffic control plan. The Engineer may direct alteration of the above sign messages and locations.

All traffic lanes shall have a minimum width of eleven feet (11’) unless otherwise specified. In addition to the lane width specified herein, the Contractor shall maintain a clearance of two feet (2’) feet to curbs, barricades, and other vertical obstructions.

It shall be the Contractor's responsibility to notify the appropriate utility companies listed in these Project Specifications and the other agencies listed below, at least two weeks in advance, when access to the public right-of-way is altered in any way. Notifications by the Contractor shall be in writing, with proof of receipt. Copies of each notification and proof of receipt shall be submitted to the Engineer.

UTILITY COMPANY / AGENCY	PHONE NUMBER
City of Vista Fire Department (Business Office)	760-643-2801
San Diego County Sheriff’s Office (Non-emergency)	760-940-4551

UTILITY COMPANY / AGENCY	PHONE NUMBER
EDCO Waste and Recycling Company (Customer Service)	760-727-1600
City of Vista Engineering Inspection (24 hour answering machine)	760-639-6113
City of Vista Building Division	760-639-6105
City of Vista Building Inspection Request Line (24 hour answering machine)	760-639-6106
City of Vista Parks and Community Services	760-639-6151
Vista "Out and About" transit service	760-639-6161 x 1537
Vista Unified School District (Maintenance, Operations & Grounds)	760-726-2170 x 2831
United States Post Office (Vista, CA branch)	800-275-8777

7-10.2.2.2 Payment.

Add the following paragraph:

Full compensation for (single or multi-phase) Traffic Control Plan and Construction Staging and furnishing Project traffic control, including the cost of all barricades, signs, all variable message signs, tools, equipment, incidentals, flagmen, providing notices, asphalt concrete and aggregate base for temporary resurfacing (and its removal), temporary conflicting traffic stripe application and **grinded** removal, trench steel plate cover installation and removal, and any other safety measures used for the control of traffic, any temporary rerouting of traffic or maintenance of access to properties during the Project construction period shall be paid for by the lump sum price bid as shown on the **BID SCHEDULE** and no additional compensation will be allowed.

7-10.4 Safety.

7-10.4.1 Work Site Safety.

7-10.4.2 Safety Orders.

7-10.4.2.1 General.

Add the following paragraphs to this subsection:

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

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations, and when in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property adjacent to the Contractor's operations under this contract, the Engineer will order the

Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as may be necessary.

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

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

7-10.5 Security and Protective Devices.

7-10.5.3 Steel Plate Covers.

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

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

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

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

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

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

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

7-11 PATENT FEES OR ROYALTIES.

Replace the subsection in its entirety with the following:

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

7-12 ADVERTISING.

Add the following new subsection:

7-12.1 City of Vista Project Information Signs.

7-12.1 City of Vista Project Information Signs. Before the start of any work, the Contractor shall design, supply, install, and maintain **2** aluminum 4’ x 4’ signs to inform the public about the Project. The signs shall be designed and made by a professional sign company. Sample artwork for each sign is included in the appendices (see list of Appendices in Table of Contents on Page 2). The Contractor shall submit the sign layout to the Engineer for approval before signs are fabricated.

Information on the sign shall include: City name with seal, Project name and CIP number, limits of Project, month and year when Project shall begin and end, funding source(s), and names of the City Council.

Project Information Signs shall be posted with 4” x 4” wood posts within the parkway adjacent to the street at a location approved by the Engineer and at least seven feet (7’) above the pedestrian travel way. Signs and sign posts shall be located within the public right-of-way and may not hinder or obstruct driver’s line of sight. The text on the sign shall be large and legible from a distance. All signs provided by the Contractor shall be protected by an anti-graffiti coating similar to 3M/1160.. Signs shall be posted at least three (3) Working Days prior to start of construction and remain posted until the final job walk is completed. The signs shall then be removed and property disposed. Contractor shall be responsible for the maintenance of these signs until removed.

For the **2023 Pedestrian MOBILITY Sidewalk Project - Avenida De Benito Juarez (C.I.P. No. 8290)**, the signs on Avenida De Benito Juarez shall be placed at the limits of the Project, shall face on-coming

traffic, and shall not be in conflict with vehicular or pedestrian traffic or be the cause of any safety concerns.

Full compensation for the Project Information Signs, including design, construction, anti-graffiti coating, deployment, maintenance, and salvage removal / delivery at project completion to the Agency's Public Works Yard at 1165 E. Taylor Street, and furnishing of all necessary labor, equipment, materials, and all other related costs shall be considered as included in the Bid price for "Project Information Sign." Payment for the Project Information Signs shall be paid under the unit price bid for each sign as shown on the **BID SCHEDULE** at ninety percent (90%) for the completed installation of the signs, ten percent (10%) for the removal and delivery of the signs upon completion of the Work and no additional compensation shall be allowed therefore.

7-12.2 Public Notification.

7-12.2 Public Notification. The Contractor shall prepare typewritten Public Notification fliers in English and Spanish per the BID SCHEDULE. Fliers shall notify residents and businesses of the Work and include information describing the Work, how it may affect them and contact information of Agency and Contractor personnel responsible for the work. The Engineer will provide the contact information for the Agency to be included on the flier at the Pre-Construction Meeting. The Contractor shall submit draft versions of the flier in English and Spanish to the Engineer for review and approval prior to starting the Work. The Contractor shall provide advance notifications of the Work to residents and businesses adjacent to or affected by the Work by hand delivering "door knob type" fliers distributed at least five (5) Working Days prior to Work.

These notices shall also be distributed at other times during the Work as required to notify affected people in the area of impending work, including, but not limited to, prior to commencing rehabilitation, resurfacing, or reconstruction work on streets that will affect access to traffic or pedestrians.

Based upon the work schedule, the Contractor shall notify residents and businesses of the work and post temporary "No Parking" signs to all residences and businesses located in the work limits and along any detour routes.

The Contractor shall provide additional notification for night work that creates excessive noise, as described in Subsection **7-8.3 ("Noise Control.")** of these Specifications.

Full compensation for the Public Notification shall include all necessary labor, equipment, materials, and all other related costs for preparation, copying, and distribution shall be considered as included in the lump sum price Bid for Public Notification.

Add the following new subsections:

7-15 RESPONSIBILITY FOR DAMAGE.

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

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

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

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

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

7-16 INDEMNIFICATION.

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

7-17 EMERGENCY PHONE NUMBERS.

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

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

AGENCY	PHONE NUMBER
City of Vista Fire Department (Rancho Dispatch)	858-756-3006
City of Vista Fire Department (Emergency)	911 or 858-756-1126
San Diego County Sheriff's Office (Emergency)	911
Tri-City Medical Center, 4002 Vista Way, Oceanside, CA 92056	911 or 800-579-8262
San Diego Gas and Electric	800-611-7343

7-18 DOCUMENT RETENTION & EXAMINATION.

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

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

7-19 STATE LICENSE BOARD NOTICE.

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

SECTION 9 – MEASUREMENT AND PAYMENT

9-3 PAYMENT.

9-3.1 General.

Add the following paragraph:

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

9-3.2 PARTIAL AND FINAL PAYMENT.

Replace the fifth paragraph of this subsection:

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

Add the following paragraphs to this subsection:

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

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

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

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

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

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

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

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

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

Add the following paragraphs to this subsection:

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

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

calendar days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Contract work by the Agency.

For Federally funded projects, Federal Law (49CFR26.29) requires that any delay or postponement or payment over thirty (30) calendar days of receipt of each payment may take place only for good cause and with the Agency's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, and/or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

For Federally funded projects, Federal law (49CFR26.29) requires that the prime contractor, or subcontractor, shall return all monies withheld in retention from all subcontractors within thirty (30) calendar days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the prime contractor; deficient subcontract performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE prime contractors and subcontractors.

9-3.3 Delivered Materials.

Add the following paragraph to this subsection:

Progress payments may include payment for specialty materials that will remain permanent features of the Work, not incorporated in the Work, but delivered and suitably stored at the site or at another location, insured and bonded by the Contractor and agreed to, in writing, by the Engineer. Payment for stored materials will be based on a cost breakdown, acceptable to the Engineer, indicating the value and installation costs of such materials, provided each individual item has a value of more than five-thousand dollars (\$5,000). The Agency will pay a maximum of seventy-five percent (75%) of the value of the material, until such time as the material is permanently installed in the Work. The Contractor shall submit a bill of sale, invoice, or other documentation warranting that the Contractor has received the materials free and clear of liens, charges, security interests, and encumbrances, and evidence that the materials and equipment are covered by appropriate property insurance.

9-3.4 Mobilization.

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

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

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

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

Placement of facilities and storage of construction equipment and materials shall be approved in advance by the Engineer. All such facilities and equipment shall remain the property of the Contractor. The Contractor shall be held responsible for all damage caused during mobilization and demobilization. The Contractor shall leave all storage areas in a neat clean condition, satisfactory to the Engineer and in accordance with the provisions of storage permits set by the property owner.

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

- a] When the approved monthly partial payment estimate of the amount earned, not including the amount earned for mobilization and demobilization, is ten percent (10%) or more of the original Contract amount, twenty-five percent (25%) of the Contract item price for mobilization and demobilization will be included in the estimate for payment.
- b] When the approved monthly partial payment estimate of the amount earned, not including the amount earned for mobilization and demobilization, is twenty- five percent (25%) or more of the original Contract amount, the total amount earned for mobilization and demobilization shall be fifty percent (50%) of the Contract item price for mobilization and demobilization will be included in the estimate for payment.
- c] When the approved monthly partial payment estimate of the amount earned, not including the amount earned for mobilization and demobilization, is fifty percent (50%) or more of the original Contract amount, the total amount earned for mobilization and demobilization shall

be seventy-five percent (75%) of the Contract item price for mobilization and demobilization will be included in the estimate for payment.

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

9-4 BID ITEMS.

Add the following new subsection:

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

SUPPLEMENTARY TECHNICAL PROVISIONS

2023 Pedestrian Mobility Sidewalk PROJECT (C.I.P. No. 8290) Avenida De Benito Juarez

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

PART 2 - CONSTRUCTION MATERIALS

SECTION 200 – ROCK PRODUCTS

200-1 ROCK PRODUCTS.

200-1.1 General.

Add the following paragraph to this subsection:

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

200-1.6 Stone for Riprap.

200-1.6.1 General.

Replace the second sentence in the first paragraph with the following:

Quarystone shall be angular (used for higher velocities) and cobblestone shall be rounded (used for slower velocities).

200-2 UNTREATED BASE MATERIALS.

200-2.1 General.

Add the following paragraph to this subsection:

Aggregate base shall be Class 2 per Subsection 26-1.02A, "**Class 2 Aggregate Base**" of the Caltrans Standard Specifications, and associated AGGREGATE GRADING REQUIREMENTS and QUALITY REQUIREMENTS tables or Crushed Aggregate Base per Subsection 200-2.2 ("**Crushed Aggregate Base.**") and as shown in the gradation in **TABLE 200-2.2.2** of Subsection 200-2.2.2 ("**Grading.**") of the Greenbook.

Aggregate may include up to one hundred percent (100%) material processed from reclaimed asphalt concrete, Portland Cement concrete, lean concrete base, cement treated base or a combination of any of these materials. It should be noted, this does not change the specification requirements for material or placement quality. It is still the Contractor's responsibility to verify that any blend of reclaimed paving materials with or without virgin materials shall meet all the specification requirements.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1.1 General.

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

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

201-1.1.2 Concrete Specified by Class and Alternate Class.

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

The concrete class, alternate class, and maximum slump for various types of construction shall be as specified in Table 201-1.2.2(A) except for the concrete class specified for Street Surface Improvements. Street Surface Improvements shall have a concrete class of 560-C-3250.

201-1.2.4 Chemical Admixtures.

Revise paragraph (b) of this subsection to read as follows:

(b) Accelerating Admixtures. Calcium Chloride shall not be used as an admixture. Other accelerating admixtures shall conform to ASTM C 494, accelerating (Type C), or water-reducing and accelerating (Type E) admixtures, shall be approved by the Engineer prior to use.

201-1.4.4 Hand Mixing.

Replace the first sentence with the following:

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

201-2 REINFORCEMENT FOR CONCRETE.

201-2.2 Steel Reinforcement.

201-2.2.1 Reinforcing Steel.

Replace the first sentence with the following:

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

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS.

201-3.1 General.

Replace the second paragraph of this subsection with the following:

All expansion joints shall be formed with joint filler and sealed with Type “A” two-part polyurethane sealant per Subsection **201-3.4 (“Type “A” Sealant (Two-Part Polyurethane Sealant)”**). The filler shall be placed in the correct position before concrete is placed against it. Holes or joints in the joint filler shall be filled with joint sealant to prevent the passage of mortar or concrete from one side of the joint to the other.

201-4 PERVIOUS CONCRETE.

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

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

For the **2023 Pedestrian MOBILITY Sidewalk Project - Avenida De Benito Juarez (C.I.P. No. 8290)**, The pervious concrete installed for the infiltration swale shall be in accordance with the 2012 Standard Specifications for Public Works Construction (“Greenbook”) Section 201-1.6 & 303-8 Pervious Concrete, in conjunction with the Supplementary Technical Provisions (Section 303-8) and per Plans.

Pervious concrete for infiltration swale shall be placed on a Mirafi 140N filter fabric blanket or approved equal on 4" of aggregate base, at the location shown on the Plans, in a 6-inch wide and 4-inch deep space between the sidewalk and the back of the curb. The Water Quality Infiltration Swale will not extend across driveways or curb ramps.

SECTION 203 – BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE.

203-6.1 General.

Add the following paragraphs to this subsection:

The grading of the combined aggregates and the percentages of asphalt binder shall be as follows:

		Class and Grade
Three-quarter inch (3/4")	Base Course	B-PG 64-10 RAP
One-half inch (1/2")		C2-PG 64-10 RAP

Type III asphalt concrete, which includes Alternate Rock Products-Type S from Section 400, as mentioned in Subsection 203-10.2.4 ("Composition and Grading.") **IS NOT ACCEPTABLE.**

A minimum of **five (5) Working Days** prior to the paving operation, the Contractor shall submit to the Engineer the pavement supplier's certification of gradation and oil content of the asphalt concrete to be used for this Contract.

SECTION 207 – PIPE

207-2 REINFORCED CONCRETE PIPE (RCP).

207-2.9 Basis for Acceptance.

207-2.9.1 General.

Replace this subsection with the following:

207-2.9.1 General. The basis for acceptance shall be by the D-load bearing strength test, compliance with these specifications, inspections of the pipe manufacture and inspection of the completed pipe.

207-25 POLYVINYL CHLORIDE (PVC) PRESSURE PIPE.

207-26 PIPE APPURTENANCES.

See the San Diego Regional Supplement to the Greenbook for these new subsections.

Add this new subsection:

207-27 UNDERGROUND UTILITY MARKING TAPE.

207-27.1 Detectable Underground Utility Marking Tape.

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

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

PROPERTY	METHOD	VALUE
Thickness	ASTM D2103	0.0056"
Tensile strength	ASTM D882	25 lbs/inch (5,500 psi)
Elongation	ASTM D882-88	<50% at break
Printability	ASTM D2578	>50 dynes/cm ²
Flexibility	ASTM D671-81	Pliable hand
Inks	Manufacturing specifications	Heat-set Mylex
Message repeat	Manufacturing specifications	Every 20"
Foil	Manufacturing specifications	Dead soft/annealed
Top layer	Manufacturing specifications	Virgin PET
Bottom layer	Manufacturing specifications	Virgin LDPE
Adhesives	Manufacturing specifications	>30%, solid 1.5#/R
Bond strength	Boiling H ₂ O at 100 degrees Celsius	Five (5) hours without peel
Colors	APWA Code	See Table 207-25.1 (B) below

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

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

207-27.2 Material Approvals.

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

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

SECTION 212 – LANDSCAPE AND IRRIGATION MATERIALS

212-1 LANDSCAPE MATERIALS.

Revise this subsection to read as follows:

212-1 LANDSCAPE MATERIALS. All landscape materials shall conform to all applicable City of Vista Standard Specifications for landscaping (see list of Appendices in Table of Contents). If not otherwise specified in the City of Vista Standard Specifications for landscaping, landscape materials shall conform to the Greenbook, the San Diego Regional Supplement to the Greenbook, and these specifications.

212-1.1 Topsoil.

212-1.1.1 General.

Replace this subsection with the following:

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

212-1.2 Soil Fertilizing and Conditioning Materials.

212-1.2.5 Mulch.

Replace this subsection with the following:

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

212-1.5 Headers, Stakes, and Ties.

212-1.5.2 Headers and Stakes.

Replace the first paragraph as follows:

Headers shall be two inch by four inch (2” x 4”) inch composite wood (similar to “Trex”) except that two one inch by four inch (1” x 6”) boards shall be supplied for laminations on turns and curves. Header stock shall be supplied in lengths of at least ten feet (10’). Stakes for headers shall be pointed one and one-half inch by eighteen inch (1-½” x 18”) long of one-quarter inch (¼”) thick steel and be set at three feet (3’) on center with stakes located within one foot (1’) of both ends of each header. Header joint splicing shall use four inch x six inch (4” x 6”) galvanized steel truss plates.

212-2 IRRIGATION SYSTEM MATERIALS.

Revise this subsection to read as follows:

212-2 IRRIGATION SYSTEM MATERIALS. All irrigation materials shall conform to all applicable City of Vista Standard Specifications for irrigation (see list of Appendices in Table of Contents). If not

otherwise specified in the City of Vista Standard Specifications for irrigation, irrigation materials shall conform to the Greenbook, the San Diego Regional Supplement to the Greenbook, and these specifications.

212-3 ELECTRICAL MATERIALS.

212-3.1 General.

Add the following paragraph to this subsection:

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

SECTION 213 – ENGINEERING FABRICS

213-1.1 Pavement Fabric Material.

Add the following to subsection 213-1.1 General:

Pavement Fabric Material shall be Petromat Enviro Recyclable Paving Fabric installed to the manufacturer's specifications and instructions. Product brochure can be found in the Appendix H.

213-2 GEOSYNTHETICS.

213-2.1 General.

Revise this subsection to read as follows:

213-2.1 General. Geosynthetic material used for reinforcing the subgrade or aggregate base, if necessary as determined by the Geotechnical Engineer, shall be Geogrid BX1100.

Add the following new Section:

SECTION 215 – MISCELLANEOUS

215-1 RESIDENTIAL MAILBOX.

215-1.1 General.

215-1.1 General. Mailboxes shall be of standard size (typically 8.75"H x 6.75"W x 19.0"D), made of solid aluminum, painted white by the manufacturer, and shall be approved by the United States Post Office. The mailbox shall be mounted on a pressure treated post and platform as shown on the City of Vista Standard Drawing SRF-04 consisting of a four-inch by four-inch (4"x 4") pressure treated post (primed and painted with white solid body satin), one and one-half inches (1-1/2") thick redwood or pressure treated platform (6.75"W x 19"D), and four galvanized lag bolts.

Prior to purchasing the new mailboxes the CONTRACTOR shall submit shop drawings to the ENGINEER for approval showing the manufacturers catalog sheets and including all mounting and installation details.

PART 3 - CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General.

Add the following paragraphs to this subsection:

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

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

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

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

Miscellaneous fencing materials may be encountered during Work. The terminal post of each fence removed shall be reinforced by bracing or other appropriate means to maintain the structural integrity of the portion of fence to remain. Relocation and reconnection of existing fences as shown on the Plans shall include all posts, hardware, and all incidentals necessary to complete the Work.

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

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

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

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

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

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

300-1.3.2 Requirements.

Revise paragraph a) to read as follows:

- a) **Bituminous Pavement.** Bituminous pavement shall be removed to clean, straight lines. Sawcutting of edges to be joined is required, unless the entire pavement section is removed by cold milling. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be cold milling or other method approved by the Engineer, and a minimum laying

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

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

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

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

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

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

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

300-1.4 Payment.

Revise this subsection to read as follows:

300-1.4 Payment. The **BID SCHEDULE DOES** include a lump sum bid item for Clearing and Grubbing. Full compensation for any necessary Clearing and Grubbing and disposal required to perform the construction operations specified or shown on the Plans will be considered as included in bid item. Payment for removal and disposal of abandoned utilities shall be included in the various items of work and no additional compensation will be allowed therefore.

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General.

Revise this subsection to read as follows:

300-2.1 General. Unclassified excavation shall consist of all excavation, including roadway excavation, removal and stockpiling of suitable material, mixing and moisture conditioning of dry material, mixing and drying of wet material by various methods, disposal of unsuitable materials (including cobbles, rocks and boulders), salvage and stockpile of existing topsoil for use on the Project,

and all other required earthwork operations to bring all areas that are within the grading and excavation limits on both public and private property to the required subgrade elevations and cross sections as shown on the Plans and as required in the Project's geotechnical investigation. Suitable excavated material may be used onsite to make all fills shown on the Plans. Unclassified excavation shall also include pumping and disposal of storm water and groundwater. Any tree roots or other deleterious material uncovered during excavation shall be completely removed and cut back so that new improvements will not be affected by future root growth.

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

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

The excavation, placement, conditioning, and compaction of material shall be in accordance with the Plans, Specifications, the City of Vista Development Code (Chapter 17 Section 17.56). The Contractor shall follow the recommendations by the City of Vista's geotechnical field consultant. There is no Geotechnical Report for this Project.

300-2.2 Unsuitable Material.

300-2.2.1 General.

Revise this subsection to read as follows:

300-2.2.1 General. All excess material generated by the grading operations that is not suitable for backfill shall be excavated and disposed of by the Contractor at a legal disposal site. The Agency makes no claim on the suitability or moisture content of the existing materials. Any suitable local borrow materials at the site that the Contractor wishes to re-use shall be stockpiled by the Contractor. The location of stockpiles shall be approved by the Engineer prior to placement of materials, and all stockpiles shall be protected by erosion control measures.

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

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

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

300-2.2.2 Wet Material.

Revise this subsection to read as follows:

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

300-2.7 Selected Material.

Revise this subsection to read as follows:

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

300-2.8 Measurement.

Add the following paragraph to this subsection:

The Plans and the Specifications show work to be done which requires earthwork, both cut and fill, to establish the lines and grades shown on the Plans. The Agency has endeavored to establish reasonable accurate earthwork quantities of the work actually involved and these quantities represent the results of actual survey measurements and data and calculated adjustments for changes proposed on the Plans, however, due to the approximate nature of such data and therefore the difficulty of making accurate measurements of earthwork quantities for this type of project, the estimated quantities for grading will be assumed to be the actual quantity. The Contractor shall review

the site and make his own estimate of the Work required to complete the Project. No modifications shall be made to the quantity shown on the Plans and in the Specifications, unless additional quantities of grading are ordered by the Engineer.

300-2.9 Payment.

Revise this subsection to read as follows:

300-2.9 Payment. The **BID SCHEDULE** for this Project **DOES** include a lump sum bid item for Unclassified Excavation under "Unclassified excavation and fill". Full compensation for all necessary Unclassified Excavation required to perform the construction operations specified or shown on the Plans will be considered as included in the price bid for Unclassified Excavation, and no additional compensation will be allowed therefore.

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

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

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

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

300-3 STRUCTURE EXCAVATION AND BACKFILL.

300-3.1 General.

Add the following paragraphs to this subsection:

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

The excavation, placement, conditioning, and compaction of material shall be in accordance with the Plans, Specifications, the City of Vista Development Code (Chapter 17 Section 17.56). The Contractor shall follow the recommendations by the City of Vista's geotechnical field consultant. There is no Geotechnical Report for this Project

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

300-3.6 Payment.

Add the following paragraphs to this subsection:

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

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

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

300-4 UNCLASSIFIED FILL.

300-4.1 General.

Add the following paragraphs to this subsection:

The excavation, placement, conditioning, and compaction of material shall be in accordance with the Plans, Specifications, the City of Vista Development Code (Chapter 17 Section 17.56). The Contractor shall follow the recommendations by the City of Vista's geotechnical field consultant. There is no Geotechnical Report for this Project

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

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

Excess soil remaining from excavations on the Project site may only be used for fill material when rocks, lumps, cobbles, clods, base material, or other solid materials such as broken concrete or asphalt from removal operations are suitable for the particular area to be filled as determined by the Engineer and conform to the requirements of the geotechnical investigation. Broken concrete or asphalt pavement materials shall not be allowed within site grading fill areas or roadway fills less than three feet (3') in height, within three feet (3') of final grade in any area or within five feet (5') (vertically) of the existing ground water table. Any concrete or asphalt placement shall be approved by the Geotechnical Engineer. Concrete or asphalt pieces shall be less than six inches (6") in maximum dimension and surrounded by soil particles when used as compacted fill. No nesting shall occur. If the Contractor wishes to use any of the excess material remaining from the Project excavations for any purpose, the material must be suitable for use as fill or backfill and meet the requirements of Subsection **300-4 ("UNCLASSIFIED FILL.")** of the Standard Specifications and the geotechnical investigation for this Project. The Contractor shall first remove all organic material, construction debris, miscellaneous debris, rubbish, and other objectionable materials contained therein, then obtain tests of the material acceptable to the Geotechnical Engineering Laboratory to confirm its suitability.

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

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

300-4.9 Measurement and Payment.

Revise this subsection to read as follows:

300-4.9 Payment. The **BID SCHEDULE** for this Project does list a lump sum bid item for Unclassified Fill under "Unclassified excavation and fill". Full compensation for any necessary Unclassified Fill required to perform the construction operations specified or shown on the Plans will be considered as included in the price bid for the related items of work, and no additional compensation will be allowed therefore.

300-5 BORROW EXCAVATION.

300-5.2 Imported Borrow.

Add the following paragraph to this subsection:

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

300-5.4 Measurement and Payment.

Revise this subsection to read as follows:

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

300-11 STONework FOR EROSION CONTROL.

300-11.2 Placing Stone.

Add the following paragraph to this subsection to read as follows:

Rip-rap energy dissipater shall comply with SDRSD No. **D-40**, placed on a fabric blanket or approved equal, at the location shown on the Plans.

300-11.4 Measurement and Payment.

Revise this subsection to read as follows:

300-11.4 Measurement and Payment. There is no Stone and stonework for riprap on the project.

Add the following new subsection:

300-12 EROSION CONTROL.

300-12.1 General.

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

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

The work includes:

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

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

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

- a] Equipment and workers for emergency work shall be made available at all times during the rainy season. All necessary materials shall be stockpiled on site at convenient locations to facilitate rapid construction or deployment of temporary devices when rain is imminent.
- b] Devices shown on the Plans shall not be moved or modified without the approval of the Engineer.
- c] The Contractor shall restore all erosion control devices to working order to the satisfaction of the Engineer after each runoff-producing rainfall, and every 24 hours during a prolonged storm event, as needed.
- d] The Contractor shall install additional erosion control measures as may be required by the Engineer due to uncompleted grading operations or unforeseen circumstances which may arise.

- e] The Contractor shall be responsible and shall take necessary precautions to prevent public trespass onto areas when impounded waters create a hazardous condition.
- f] During the rainy season and when rainfall is probable, graded areas around the Project perimeter must drain away from the face of slope at the conclusion of each working day.
- g] All removable protective devices shown shall be in place at the end of each working day when the five (5) calendar day rain probability forecast exceeds thirty percent (30%).

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

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

300-12.2 Grading Controls.

300-12.2 Grading Controls. The Contractor shall protect all areas that have been graded and/or cleared and grubbed as well as areas that have not been graded and/or cleared and grubbed within the limits of work from erosion. The Contractor shall provide temporary earth berm, fiber rolls, gravel bags, silt fences, stabilized construction entrances and similar measures, coordinated with its construction procedures, as necessary and as shown on the Plans to control on site and off site erosion during the construction period. The Contractor shall protect areas which have been cleared and grubbed prior to excavation or embankment operations, and which are subject to runoff during the duration of the contract. The criteria used to determine the appropriate erosion control measures shall be the "Best Management Practices", hereinafter BMP, defined and described in the latest edition of the "California Storm Water Best Management – Construction Handbook" as published by the Storm Water Quality Task Force [go to the CASQA on-line bookstore at the following URL to purchase, download or view handbook(s)]:

<http://www.cabmphandbooks.com>

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

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

300-12.4 Payment.

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

SECTION 301 – TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.1 General.

Revise this subsection to read as follows:

301-1.1 General. This subgrade preparation specification shall govern the preparation of natural, filled, or excavated material prior to the final placement of subbase or base material, geotextile fabric, drainage facilities, pavement, curbs and gutters, driveways, sidewalks, retaining walls or any concrete facilities or roadway structures. Subgrade preparation shall include, but not be limited to scarification and moisture adjustment and compaction of the top twelve inches (12") of the subgrade in the pavement areas to ninety-five percent (95%) relative compaction, and attendant work, export of remaining excess material to a disposal site or spoil area acquired by the Contractor and pumping and disposal of storm and ground water. In areas where existing utilities may interfere with subgrade preparation work in the roadway prism, the Contractor may choose to place geogrid to stabilize the subgrade and reduce the depth of excavation.

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

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

301-1.6 Adjustment of Manhole Frame and Cover Sets to Grade.

Revise the first paragraph of this subsection to read:

Utility valve, manhole, and vault frames and covers within an area to be paved or graded will be set by the owners thereof to finished grade. The Contractor shall adjust all storm drain manholes, sewer cleanouts and manholes, water valve sleeves and covers not adjusted by the owner, survey monument covers and other miscellaneous facilities requiring adjustment to the finished grade, unless the adjustment is designated as "By Others", in accordance with the Contract Documents. Existing manholes shall be ramped with a minimum of ten feet (10') round with temporary asphalt. Temporary asphalt ramps shall be completely removed prior to asphalt overlay. The area around each manhole must be compacted prior to paving. Contractor shall be responsible to provide all riser rings, grade rings, slip cans and/or sleeves needed for adjustments. The Contractor shall coordinate with the various utility companies to ensure that the utility companies complete their adjustment work prior to the completion of the Work. Manholes in asphalt concrete pavement shall be set to finish grade in accordance with provisions of 302-5.8. In the case of Portland cement concrete pavement, manhole frames shall be set to finish grade before paving. Repaving required as a result of reconstructing or adjusting all manhole and vault frames and covers to grade shall be the responsibility of the Contractor and the cost thereof shall be included in the bid item for pavement.

Revise the second paragraph of this subsection to read:

The Contractor shall exercise care so that surface materials such as rocks, dirt, and debris do not enter sewer lines, manholes, valve and cleanout sleeves, and other utility facilities. In order to prevent contamination, Contractor shall provide a three-quarter inch (3/4") thick plywood platform to be placed on the concrete shelf at the bottom of sewer manholes prior to starting adjustment work. The shape of this platform shall conform to the circumference of the inside wall at the shelf elevation. After the manhole had been adjusted, the material accumulated on the plywood shelf along with the plywood shelf shall be removed from the manhole and disposed of in accordance with Subsection **300-1.3 ("Removal and Disposal of Materials.")** The Contractor shall remove all debris from the interior of manholes, valve covers, and cleanouts and shall clean all foreign material from the top of the frames and covers. The Contractor shall include all costs in the related items of work, and no additional compensation will be allowed.

Add the following new paragraph(s) to this subsection:

Because VID water facility sleeve and cover adjustments in paved areas must be done as the paving operation proceeds, VID typically has a crew working at the same time the Contractor is performing the paving operations. If VID is not able to perform the work due to an unforeseen circumstance, the Contractor shall adjust those facilities to grade on behalf of VID as the paving work is being done. Because the quantity of VID covers to be adjusted depends on the availability of VID crews to perform the work, the quantity in the Bid is a rough estimate for bidding purposes only. Stipulated unit prices may be included in the Bid to eliminate for all bidders the risk of including prices for those items of work in the bid and not getting the work. Subsequently, these bid items are exempt from the adjustment of bid unit prices under Subsection 3-2.2.3 ("Decreases of More than 25 Percent.").

301-1.7 Payment.

Revise this subsection to read as follows:

301-1.7 Payment. The **BID SCHEDULE DOES NOT** include a bid item for subgrade preparation. Full compensation for Subgrade Preparation required to perform the construction operations specified or shown on the Plans will be considered as included in the price bid for **the related items of work**, and no additional compensation will be allowed therefore.

Payment for grading operations in areas designated as “grade only” will be considered as included in the price for excavation or fill.

Payment for adjusting manhole frames and covers to grade, where the difference between the lowest point of manhole riser removal to the final elevation of the top of the frame is less than 15 inches or where the adjustment is accomplished by adjustment rings only, will be made at the Contract unit price for adjusting each manhole frame or cover, using either cast-iron riser rings or pre-cast concrete grade rings.

Payment for adjusting manhole frames and covers to grade, where the difference between the lowest point of manhole riser removal to the final elevation of the top of the frame is 15 inches or more, will be made at the Contract unit price for reconstructing each manhole frame or cover.

If no payment provision for manhole or vault adjustment or reconstruction is made, payment for such work will be considered included in the related items of work, and no additional compensation will be allowed.

The contractor shall adjust all relocated meters and meter boxes to finish grade per plans, VID Standards and under VID inspection. The Contractor shall adjust the existing VID gate valves to finishing grade within the project limits. The Contractor shall include all costs in the related items of work, and no additional compensation will be allowed. If this work is performed by VID forces the Contractor will not be entitled to perform this work. This Bid Item is not subject to Section 3 Changes In Work

301-2 UNTREATED BASE.

301-2.1 General.

Add the following to this subsection:

Concrete curb, gutter, cross gutter, spandrel, sidewalk, driveway, and flatwork shall be placed on untreated compacted aggregate base, unless the existing material under the areas being repaired is determined to be firm and unyielding by the Engineer. New Asphalt Concrete Pavement shall also be placed on untreated compacted aggregate base. Untreated compacted aggregate base shall have the following thicknesses under respective concrete surface improvement unless shown otherwise on the Plans or specified:

PCC Sidewalk shall be placed on four inches (4") of untreated compacted aggregate base.

PCC Curb and Gutter shall be placed on six inches (6") of untreated compacted aggregate base.

PCC Pedestrian Access Ramp shall be placed on four inches (4") of untreated compacted aggregate base.

PCC Driveway Entrance shall be placed on four inches (4") of untreated compacted aggregate base.

PCC Cross Gutter and Spandrel shall be placed on twelve inches (12") of untreated compacted aggregate base.

Asphalt Concrete Pavement shall be placed on untreated compacted aggregate base, using the thicknesses shown on the Plans.

The Contractor will be allowed to reuse any existing base that is removed if the base material is removed without being contaminated by subgrade soils or other deleterious materials. The re-used base material must be moisture conditioned and compacted as specified. The Contractor shall provide water and compact the surface of any base material that will form the foundation for subsequent improvements, to meet the requirements of the Plans and specifications. The Contractor shall remove and replace any existing aggregate base that becomes contaminated.

301-2.3 Compacting.

Add the following as the first paragraph:

301-2.3 Compacting. It shall be the Contractor's responsibility to provide adequate equipment and methods to accomplish the Work in accordance with these Specifications. The grading shall be done to the elevations provided in the Plans. Any field conditions that prevent the Contractor from matching design elevations shall be immediately notified to the Engineer.

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

The relative compaction of each layer of compacted base material shall not be less than ninety-five percent (95%) for curbs, driveways and pavement for a minimum depth of one foot (1.0') below the grading plane. Compaction under sidewalks and in the excepted areas shall be as specified in Subsection **211-1 ("Compaction Tests.")** with each layer of compacted base material having a minimum compaction of ninety percent (90%).

301-2.4 Measurement and Payment.

Revise this subsection to read as follows:

301-2.4 Measurement and Payment. The quantities of new untreated aggregate base will be calculated using the square footage of the improvements constructed on the base, multiplied by the thickness of the base and for bidding purposes 145 lbs/cubic foot then converted to tons, shown on the plans or specified. If the Engineer directs the Contractor to place additional base, the thickness requested by the Engineer will be used in calculating the pay quantity. If the base thickness is increased by the Contractor for his convenience or to avoid performing additional required subgrade preparation, the additional base will not be included in the pay quantity.

Because the determination of whether untreated aggregate base will be needed in certain areas depends on the condition of the existing materials, it is a rough estimate for bidding purposes. Subsequently, this bid item is exempt from the adjustment of bid unit prices under Subsection **3-2.2.3** (“Decreases of More than 25 Percent.”).

To confirm the pay quantities, the Contractor shall furnish to the Engineer at the time of delivery of the material to the job site a legible copy of a licensed weigh master’s certificate showing gross, tare, and net weights of each truckload of untreated base. Failure of the Contractor to provide a certificate to the Engineer by the end of the day on which the material represented by such certificate is delivered to the job site may, at the discretion of the Engineer, result in the forfeiture of all payment for such material, including any labor and equipment costs or related costs included in the price for furnishing and placing the untreated base.

Payment for untreated compacted aggregate base will be made by Bid Price per **TON** as shown in the bid. Such bid price shall include full compensation for clearing and grubbing; earthwork; subgrade preparation; supplying, placing, spreading, compacting, and finishing the untreated base; and all other work required to perform the construction operations specified or shown on the Plans, and no additional compensation will be allowed therefore.

SECTION 302 – ROADWAY SURFACING

302-1 COLD MILLING OF EXISTING PAVEMENT.

302-1.1 General.

Add the following paragraphs:

For resurfacing, the existing asphalt concrete pavement shall be cold milled for pavement removal, header cuts and edge cuts, as detailed on the Plans and in the City of Vista Standard Cold Milling Details. The Contractor shall cold mill pavement adjacent to all concrete gutters, median curbs, AC Berms, across intersecting side streets, and at the project limits. The cold milled area for edge cuts and header cuts on low-volume side streets will be at the width shown on the Plans, or a minimum of

five feet (5') wide, and tapered from the one and one-half inches (1-1/2") minimum depth to a depth of zero inches (0"). Header cuts for high-volume side streets and across the main street will be a minimum of ten feet (10') wide, tapered from one and one-half inches (1-1/2") minimum depth to zero inch (0") depth.

The Contractor shall cold mill around drain grates in the street, to maintain positive drainage toward the drainage structure after new asphalt concrete is placed. Prior to cold milling, the Contractor shall provide covers over all existing storm drain grates and inlets to prevent entry of debris.

The pavement removal thicknesses and resurfacing thicknesses may exceed the thickness of the existing asphalt concrete pavement. The contractor shall remove asphalt concrete, base, subbase, and subgrade materials to the specified depth, using cold milling or other removal methods. The Contractor shall be prepared to perform the required cold milling, removals, subgrade preparation, and compaction work before pavement is replaced, whether the existing asphalt concrete pavement section is thicker or thinner than the specified asphalt concrete pavement section.

Contractor shall furnish one or more cold milling machines operated by experienced workmen. The surface produced shall have a tolerance so that a ten-foot (10') straight edge laid laterally will indicate variance of less than three-sixteenth of an inch (3/16"). Removal shall consist of: (1) planning and cutting the pavement to form a keyway header cut; and (2) removing the loosened material. Loosened material shall be stored on the property of the Contractor and shall be disposed of off-site at the end of each workday.

Directly following the cold milling operation, all asphalt pavement joints within travel lanes that have vertical separation of more than one-half inch (1/2") shall be ramped with temporary asphalt concrete. Tamps shall be no less than ten feet (10') in length from the joint and shall extend across all travel lanes. Temporary asphalt ramps shall be completely removed and disposed of the job site prior to overlay application.

After cold milling and at least twenty-four (24) hours prior to overlay, all cracks shall be sealed in accordance with Subsection **302-1.7.1 ("Crack Sealing.")**. . Saturday work hours or weekdays on school breaks, see section 6-72.2. To be begin after all concrete work is completed or as approved by Engineer. No additional compensation will be made.

For the 2023 Pedestrian MOBILITY Sidewalk Project - Avenida De Benito Juarez (C.I.P. No. 8290), Cold Milling to be begin after all concrete work is completed or as approved by Engineer, see section 6-7.2 Working hours/days.

302-1.8 Disposal of Millings.

Add the following paragraph:

Prior to acceptance of the work, the Contractor shall sweep and/or remove all loose material created by the work from streets, gutters, curbs, medians, parkways, sidewalks, intersecting streets, adjacent lots, and driveways.

302-1.9 Traffic Signal Loop Detectors.

Add the following after the last sentence:

The Contractor shall notify the Engineer a minimum of three (3) Working Days prior to the start of cold milling asphalt concrete pavement on any street containing traffic signal loop detectors.

302-1.10 Pavement Transitions.

Revise this subsection to read as follows:

302-1.10 Pavement Transitions. The Contractor shall trim edges with a saw to neat straight lines at all locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement. The Contractor shall also cold mill the edge a minimum of one and one-half inches (1 1/2") deep for a minimum of six inches (6") wide from the existing edge before paving or resurfacing. These measures are required to ensure that all surfaces being paved or resurfaced are accessible to the rollers used to compact the subgrade or paving materials, and to provide an overlay key at the join line. All temporary structures and vertical joints in the cold-milled area which are transverse to through traffic and greater than one inch (1") in height, shall be ramped with temporary asphalt concrete pavement as specified in Subsection **306-1.5.1 ("Temporary Resurfacing.")**. Ramps shall be constructed the same day as cold milling and removed the same day as permanent paving is installed. Ramp dimensions and compaction shall be approved by the Engineer.

302-1.11 Measurement.

Revise this subsection to read as follows:

302-1.11 Measurement. Quantities of cold milling shall be measured as shown in the Bid Schedule.

302-1.12 Payment.

Revise this subsection to read as follows:

302-1.12 Payment. Full compensation for any necessary cold milling and construction, removal and disposal of temporary asphalt concrete ramps required to perform the construction operations specified or shown on the Plans will be considered as included in the price bid for related items of work, and no additional compensation will be allowed therefore.

302-3 (Not Used)

Revise this subsection to read as follows:

302-3 Crack Sealing

302-3.1 General. In areas where an overlay of asphalt concrete is to be made on existing paving, all cracks one-eighth inch (1/8") wide or wider shall be sealed prior to the construction of an asphalt concrete overlay. The Engineer will make the sole determination as to which cracks shall be sealed.

All cracks one-eighth to one and one-half inches (1/8" – 1-1/2") wide shall be sealed with a hot applied rubberized asphalt sealant. The sealant shall be Crafcro Polyflex Sealant, Type 2 or 3, or an approved equal. The Sealant shall be applied in accordance with the manufacturer's instructions.

Cracks greater than one-quarter inch (1/4") wide but less than one-half inch (1/2") wide shall be cleaned full depth by routing and blowing operations prior to applying the sealant. Cracks one-half inch (1/2") wide but less than one and one-half inches (1-1/2") wide shall be cleaned full depth by blowing operations prior to applying the sealant.

All cracks one and one-half inches (1-1/2") or wider shall be cleaned full depth, a tack coat applied to the edges and filled with a fine asphalt concrete hot mix.

Care shall be taken to avoid excess sealant being applied to the existing asphalt concrete surface. A squeegee shall be used to spread out excess sealant on small cracks. There shall be a one-half inch (1/2") deep cup-shaped groove between the existing asphalt concrete surface and the top crack sealant placed in cracks one-half inch (1/2") wide or wider. Excess sealant, as solely determined by the Engineer, shall be removed at the Contractor's expense. Contractor shall keep traffic off of areas receiving crack seal until it has cured to the point where it will not be removed from cracks by vehicle tires. Cracks shall be sealed a minimum of seven (7) days prior to placing asphalt concrete overlay.

302-3.2 Measurement and Payment. Quantities of crack sealing for asphalt concrete overlay will be measured as shown in the BID SCHEDULE. Full compensation for any necessary crack sealing will be considered as included in the price bid for the related items of work, and no additional compensation will be allowed therefore.

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General.

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

302-5.1 General. Asphalt concrete pavement shall consist of two (2) or more courses of a mixture of paving asphalt and graded aggregate as specified in Subsection **203-6 ("Asphalt Concrete.")**, placed on a prepared surface of existing or new untreated base, or over existing paving, as necessary to construct the roadway as shown on the Plans or as required to complete the Work (i.e. where new curb is placed, utility cuts, and manhole reconstruction area). The courses shall be of the type of mixture specified. The thickness of asphalt concrete pavement for initial patch areas next to gutters, spandrels, and curbs shall be a minimum of six inches (6"), and the thickness in trenches next to curbs and driveways and in trenches shall be one-inch (1") thicker than the existing pavement. The initial asphalt concrete patch base course for the items of work shown on the Plans shall be placed full depth from the aggregate base to the existing pavement surface as soon as the adjacent improvements are cured sufficiently to allow the paving to proceed. The initial asphalt concrete patch shall be placed in multiple move-ins to accommodate the required traffic control and staging phases, and to ensure that

traffic is allowed to use the improvements as quickly as possible. Asphalt concrete in streets and parking lot areas where there is no base shall be placed on a prepared section of subgrade material to the thickness shown on the Plans. The surface course of asphalt concrete shall be a minimum of one and one-half inches (1-1/2") thick with a one inch (1") minimum thickness at the overlay key. The surface course shall be placed in the minimum number of move-ins necessary to accommodate the required traffic control and staging phases, but minimize the joints in the new asphalt concrete surface. Before the surface course is placed, the edges of existing pavement shall be cold milled to form an overlay key as shown on the Plans or as specified.

In a parking lot, the entire accessible parking stall and loading area shall not exceed two percent (2.00%) in any direction, NO EXCEPTIONS.

Add the following paragraph to read as follows:

Temporary asphalt concrete pavement and striping may be required to implement the traffic control and construction phasing shown on the Plans or specified. In sidewalk areas temporary AC surfacing shall be at least one inch (1") thick. In the streets, a greater thickness may be required. Temporary surfacing and striping shall be placed before the end of the work period so traffic can be restored at the time of day specified, and it shall remain in place or be replaced regularly until the area is ready for permanent pavement and striping. Full compensation for all work required to install, maintain, and dispose of temporary asphalt concrete pavement and striping will be considered as included in the price bid for Traffic Control and Construction Phasing and no additional compensation will be allowed therefore.

302-5.4 Tack Coat.

Replace the first sentence of the first paragraph with the following:

302-5.4 Tack Coat. If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a Tack Coat of PG 64-10 paving asphalt shall be uniformly applied at a rate no less than 0.07 gallons per square yard (g/sq. yd.) upon the existing pavement preceding the placement of asphalt concrete. Payment for this item shall be included in the unit price for the related asphalt concrete pavement or overlay and no additional compensation will be allowed.

Replace the third paragraph with the following:

If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a Tack Coat of PG 64-10 paving asphalt shall be uniformly applied at a rate no less than 0.07 gallons per square yard (g/sq. yd.) upon the existing pavement preceding the placement of asphalt concrete. Payment for this item shall be included in the unit price for related asphalt concrete pavement or overlay and no additional compensation will be allowed.

302-5.5 Distribution and Spreading.

Add the following paragraphs:

In addition to the requirements in Subsection **302-5.5** (“**Distribution and Spreading.**”) of the Standard Specifications, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices. When placing asphalt concrete, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor.

At locations where new asphalt concrete pavement joins an unimproved shoulder, the Contractor shall taper the new asphalt edge by raking out all aggregate three-eighths inch or larger ($3/8$ ”) and feathering the new paving to form a smooth transition to join the unimproved shoulder. The transition shall extend a minimum of eighteen inches (18”) onto the shoulder. Additional tack coat shall be applied to all tapered transitions to prevent raveling of the new pavement. Tapers shall be raked, rolled, and compacted so there is no lip exceeding one-quarter inch ($1/4$ ”).

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Subsection **302-5.6.2** (“**Density and Smoothness.**”) of the Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify their equipment or furnish substitute equipment.

Careful attention shall be given to maintaining proposed surface drainage conditions during placement of asphalt overlay. Unless otherwise directed by the Engineer, existing drainage patterns shall be maintained.

Should the automatic screed controls fail to operate properly during any work period, the Contractor may use manual control of the spreading equipment for the remainder of the work period; however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this Subsection before starting another work period.

Prior to placing asphalt concrete, the Contractor shall provide covers over all existing storm drain grates and inlets to prevent entry of debris.

The streets identified for overlay may have rutting, offset crowns, high spots, or low spots that need to be corrected to re-establish the proper street grade. Cold milling shall be used to remove high spots. Tack coat and leveling courses of asphalt concrete shall be placed to fill low spots and ruts and to re-establish street grades prior to the placement of asphalt concrete overlay. The Contractor shall use cold milling to remove high spots and to provide joints for AC leveling course, in areas as directed by the Engineer. The Contractor shall place tack coat in the areas delineated by the Engineer, and rake the edges of the variable thickness AC leveling course to create smooth feathering. If a quantity of AC leveling course is included in the Bid Schedule, it is a rough estimate for bidding purposes. Subsequently, these bid items are exempt from the adjustment of bid unit prices under Subsection **3-2.2.3** (“**Decreases of More than 25 Percent.**”). If Leveling Course is needed, that work shall be directed by the Engineer in the field. The Contractor shall cooperate with the Engineer in placing the leveling course as required to re-establish street grades, and perform the work as directed by the Engineer.

302-5.6 Rolling.

302-5.6.2 Density and Smoothness.

Add the following paragraphs to this subsection:

Contractor shall have a ten foot (10') straightedge onsite at all times during all paving operations for use in checking the smoothness of the surface.

The finished surface of the asphalt concrete pavement shall be placed three-eighths inch (3/8") above the gutter lip to allow full compaction of the asphalt at the gutter edge and to prevent damage to the gutter lip caused by the roller.

At curb ramps the finished surface of the asphalt concrete pavement shall be placed one-eighth inch (1/8") above the gutter lip. If the asphalt concrete surface is more than one-quarter inch (1/4") above the lip or if the slope of the asphalt concrete surface at the gutter lip exceeds five percent (5%), the Contractor shall grind the pavement until it is equal to or less than five percent (5%) and flush with the gutter lip.

302-5.7 Joints.

Add the following paragraph to this subsection:

Joints between successive runs shall be placed to match striped lane lines. If this placement pattern cannot be met, joints between successive runs shall be in the center of the driving lane.

302-5.8 Manholes (and Other Structures).

Add the following paragraphs to this subsection:

The Contractor shall mark out and note locations of all manholes, covers, survey monuments, vaults, and other structures located at the street surface before paving operations commence. As the paving operation proceeds, the Contractor shall mark all manholes and other structures with paint for the owner's ease in locating them in case of an emergency.

The Bid Schedule does not lists separate bid items for the adjustment of [utility manholes and valve covers owned by other agencies, sewer cleanouts, water valve sleeves and covers, CP Test Station covers, survey monument covers, etc.] and other miscellaneous facilities requiring adjustment to the finished grade. The Contractor shall adjust all facilities to grade as required to complete the work in accordance with the standards of the facility owner, unless those facilities are designated to be adjusted to grade "By Others".

The Contractor shall adjust all storm drain manholes, sewer cleanouts and manholes, water valve sleeves and covers, survey monument covers and other structures requiring adjustment to the finished grade within the areas to be paved or planted in accordance with these Project Specifications and the Standard Specifications. The Contractor shall coordinate the adjustment of the covers with the associated utility owner and make sure the utility covers are uncovered and adjusted to grade immediately after the final paving to maintain access in case of an emergency. Frames and covers may need to be temporarily adjusted to be safe and provide access to the utilities during separate base course and surface course paving operations, but only the final adjustment will be a pay item.

Repaving required as a result of reconstruction or adjusting frames and covers to grade shall be the responsibility of the Contractor and the cost thereof shall be included in the bid price paid for the related items of work requiring such adjustment.

Sewer and storm drain manholes belonging to Vista shall be adjusted or reconstructed in accordance with the Vista Sewer System Design Standard Specifications. Manholes are either twenty-four inch (24") single covers or thirty-six inch (36") two-piece covers. Some manholes have existing cast-iron adjustment rings. For manholes that are in good condition and have no more than one cast-iron adjustment ring, the Contractor may adjust the manholes to grade using another cast-iron adjustment ring, for a maximum of two cast-iron rings. If the grout around the upper precast concrete riser rings or the frame is defective, the Contractor shall adjust the manhole to grade by removing the cover and frame, salvaging the cast-iron rings, and removing the precast concrete rings until the grout in the remaining precast concrete rings is in good condition, as determined by the Engineer. Then the Contractor shall adjust the frame and cover to grade using new precast concrete riser rings. If the cover is sitting low in the existing frame or adjustment ring, or the frame or cover is defective, the Contractor shall salvage the existing frame, cover, and rings, supply a new frame and cover, and adjust the new frame and cover to grade using precast concrete riser rings. If any manhole is defective to the extent that it requires fifteen inches or more (15"+) of pre-cast concrete riser rings to adjust the cover to grade, the Contractor shall reconstruct the manhole as described in the Specifications.

The Contractor shall exercise care so that surface materials such as rocks, dirt, and debris do not enter sewer lines, manholes, valve and cleanout sleeves, and other utility structures. In order to prevent contamination, Contractor shall provide a three-quarter inch (3/4") thick plywood platform to be placed on the concrete shelf at the bottom of sewer manholes prior to cold milling pavement work. The shape of this platform shall conform to the circumference of the inside wall at the shelf elevation. After the manhole had been adjusted, the material accumulated on the plywood shelf along with the plywood shelf shall be removed from the manhole and disposed of in accordance with Subsection **300-1.3 ("Removal and Disposal of Materials.")** The Contractor shall remove all debris from the interior of manholes, valve covers, and cleanouts and shall clean all foreign material from the top of the frames and covers.

Within five (5) Working Days of placing the asphalt concrete, the Contractor shall complete the adjustment of the manholes and miscellaneous utility frames and covers to grade. Immediately after the overlay operation, the Contractor shall mark all manhole and miscellaneous utility frames and cover locations with paint for ease of locating them in case of an emergency.

The tops of reset manholes and miscellaneous utility frames and covers shall meet the smoothness requirements as specified in Subsection **302-5.6.2 ("Density and Smoothness.")** and be reconstructed per the City of Vista Standard Drawing SWR-33 ("**SEWER MANHOLE RECONSTRUCTION**").

302-5.9 Measurement and Payment.

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

302-5.9 Measurement and Payment. Asphalt concrete pavement will be paid for at the Contract Unit Price per Ton as shown in the bid. Quantities of asphalt concrete pavement will be determined by adding up the total of all certified material tickets for asphalt concrete delivered and placed for the Project. The unit price bid for asphalt concrete pavement shall include full compensation for clearing and grubbing, unclassified excavation and fill, cold milling, subgrade preparation and applying tack coat, supplying and placing the base course and surface course asphalt concrete, compacting and finishing the asphalt concrete pavement, and all other related items of work, and no additional compensation will be allowed. Re-setting or adjusting manholes, covers, vaults, valves, boxes or other miscellaneous facilities to grade will be paid for as provided in Subsection 301-1.7 ("Payment.").

Add the following new subsection:

302-5.10 Asphalt Concrete Dig outs.
302-5.10.1 General.

302-5.10.1 General. Areas of asphalt concrete dig outs and Full Depth AC Patch shown on the Plans or as marked in the field by the Inspector shall be removed to a depth of six inches (6") or eight inches (8"), as shown on the Plans, unless otherwise directed by the Engineer. The depth of the AC Pavement Dig-Out is measured from the existing surface, and does not include the thickness of any AC Overlay placed after the AC Pavement Dig-Out. All dig outs shall be a minimum of four feet (4') in width. Full Depth AC Patch adjacent to new gutters or other concrete shall be a minimum of one foot (1') wide.

If the removal is not done by the cold milling method, the area to be removed must first be saw cut. Residue resulting from saw cutting operations shall not be permitted to flow into storm drains or across shoulders or lanes occupied by public traffic, and shall be removed from the pavement surface.

Before asphalt concrete is placed in the areas of Asphalt Concrete Dig outs or Full Depth AC Patch adjacent to new gutters or other concrete, exposed base, subbase, or subgrade material shall be compacted per Subsection **301-1 ("SUBGRADE PREPARATION.")**. The dig out area shall be paved with asphalt concrete, during the same work period as the removal in accordance with Subsections **203-6.3.2 ("Aggregate.")** and **302-5 ("ASPHALT CONCRETE PAVEMENT.")**. Six inch (6") Full Depth AC Patch areas shall be paved with asphalt concrete in two lifts, including a four inch (4") thick base course a two inch (2") thick surface course, in accordance with Subsections **203-6.3.2 ("Aggregate.")** and **302-5 ("ASPHALT CONCRETE PAVEMENT.")**, as soon as practical after the adjacent concrete has cured sufficiently. If the street where the area of the Full Depth AC Patch is constructed will not receive an asphalt concrete overlay, the Full Depth AC Patch area shall be cold milled two inches (2") deep for a minimum of six inches (6") wider than the patch, and the two inch (2") thick surface course shall be placed the entire width, as shown in the City of Vista Standard Drawing **SRF-13 ("PAVEMENT RESTORATION DETAILS")**. If the street where the Full Depth AC Patch is constructed will receive an asphalt concrete overlay, the Full Depth AC Patch area shall be cold milled and resurfaced in accordance with the City of Vista Standard Drawing **SRF-12 ("COLD MILLING DETAILS")**.

Areas of four inch (4") Cold Milling and four inch (4") Asphalt Concrete Pavement for "Pavement Replacement streets" are shown on the Plans, and shall be marked in the field by the Inspector prior to construction. These areas shall be removed to a depth of four inches, unless otherwise directed by the Engineer. Existing AC Dike or rolled berms shall be protected in place, unless the Inspector directs

the Contractor to remove and replace the dikes or rolled berms. The Inspector may also direct the Contractor to install new AC Dike to maintain drainage patterns or to channelize traffic.

No dig outs shall remain open between work periods.

302-5.10.2 Measurement and Payment. Asphalt Concrete Dig Outs and Full Depth AC Patch adjacent to new gutters and other concrete will be measured by the square foot, or as shown in the Bid Schedule, to the limits of the removals, including the two inch (2") cold mill and surface course for Full Depth AC Patch areas not receiving AC Overlay, unless the area is covered by another Bid Item. Payment for Asphalt Concrete Dig Outs and Full Depth AC Patch adjacent to new gutters and other concrete will be made at the unit prices set forth in the Bid. Such price shall constitute full compensation for removal and disposal of asphalt concrete and base material, preparation of subgrade or remaining base, applying tack coat, supplying asphalt concrete base course, installing asphalt concrete base course, rolling and compacting, cold milling and placing two inch (2") surface course for Full Depth AC Patch, and providing smooth transitions.

302-6 PORTLAND CEMENT CONCRETE PAVEMENT.

302-6.1 General.

Insert the following after the first sentence of the first paragraph:

Formwork shall be approved by the Engineer before placing concrete. The work shall include, but not be limited to, the saw cutting, removal and disposal of AC and sub-base, sub-grade preparation, base material, compaction, placement, materials, rebar, all labor, tools, equipment and incidentals necessary to do all of the work as specified on the Plans or as directed by the Engineer.

302-9 ASPHALT RUBBER HOT MIX (ARHM).

302-9.4 Rolling.

Revise the first sentence to read as follows:

302-9.4 Rolling. Rolling shall conform to 302-5.6 except that vibratory *steel drum* rollers using the vibratory mode shall be used for initial breakdown rolling.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES.

303-1.1 General.

Add the following paragraph to this subsection:

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

303-4 MASONRY CONSTRUCTION

Add the following new subsections:

303-4.3 Segmental Gravity Block Retaining Walls.

303-4.3.1 Construction.

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

303-4.3.2 Measurement and Payment.

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

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

303-5.1 Requirements.

303-5.1.1 General.

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

Unless otherwise prescribed in Subsection **303-5.1.3 ("Driveway Entrances.")**, the minimum thickness of walks shall be four inches (4"). The height of curbs and the thickness of gutters, cross gutters, alley intersections, curb ramps and driveway aprons shall be as shown on the Plans.

303-5.1.2 Drainage Outlets Through Curb.

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

Where existing building or yard drains occur along the line of the Work, the new curb shall be suitably sleeved to provide for the continued function of such drains. Similar sleeves shall be installed to serve low areas on adjacent property where drainage has been affected by the Work.

303-5.1.3 Driveway Entrances.

Add the following paragraphs to this subsection:

Where walk is constructed adjacent to driveways, both commercial and residential, provisions shall be made for an accessible walkway within the right-of-way at the back of the sloped driveway apron, with a minimum width of forty-eight inches (48") and a maximum cross slope of two percent (2.00%). The longitudinal slope of the walk shall match the slope of the street, taken at the gutter lip or gutter flow line.

PCC Driveway Entrances and PCC Driveways shall be in accordance with City of Vista Municipal Code Section 16.57.090, with smooth transitions to join existing improvements, and no grade breaks exceeding fourteen percent (14%) in eleven feet (11') for a crest, or twenty-three percent (23%) in eleven feet (11') for a sag.

303-5.1.4 Curbs.

Add the following new subsection:

303-5.1.4 Curb and Gutter. PCC Curb and Gutter shall be formed along the gutter lip using specified form material. For projects where curb and gutter is being constructed adjacent to existing pavement, a section of pavement twelve inches (12") wide, measured from the lip of the gutter, shall be removed to allow for the gutter lip to be formed. The twelve inch (12") slot shall be paved after the curb and gutter is fully cured, to avoid damage from paving operations.

The Contractor shall exercise great care to construct curbs conforming strictly to ADA standards at locations where curb ramps will be constructed. The curb face shall be depressed to a flush surface with no lip at the flowline. The slope of the asphalt leading up to the curb ramp shall not exceed five percent (5.00%) for a distance of four feet (4') with a maximum two percent (2.00%) cross slope per Standard Curb Ramp Layout, note 1 per Plan.

The Contractor shall identify locations of water and sewer laterals by stamping a "W" for water service and an "S" for sewer laterals in the green concrete curb after finish troweling is complete. The stamps shall be professionally fabricated, with letters three inches (3") high.

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

303-5.1.5 Walks.

Add the following new subsection:

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

Sidewalks which are part of the path of travel and adjoining the curb ramps shall be constructed in strict conformance with curb ramp layout on the City of Vista plans and Ramp checklist which are more conservative than ADA standards with the 1.5% slope.

If a monolithic retaining curb at the back of curb ramp or sidewalk with a maximum height of six inches (6”) is required to minimize erosion or match existing improvements or earth, the Contractor shall construct those retaining curbs at the back of the curb ramp or sidewalk to the limits determined by the Engineer. Retaining curbs shall not reduce the sidewalk clear width below the minimum of forty-eight inches (48”).

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

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

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

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

303-5.1.6 Curb Ramp.

Add the following new subsection:

303-5.1.6 Curb Ramp. PCC Curb Ramp shall be constructed in strict conformance with City of Vista ADA standards as shown on the plans. Due to construction irregularities, the City plans are stricter and more conservative, especially with maximum slope allowances, than ADA requirements to assure compliance. For the construction of curb ramps, the Contractor shall refer to, and comply with, all of the requirements for curb ramps shown in the plans or as directed by the Engineer. The City of Vista has developed a checklist of ADA standards for curb ramps, to be used by the Contractor and the Engineer in confirming compliance with ADA standards for sidewalks and any type of curb ramps.

The checklist is either included in the appendices to these specifications (see list of Appendices in Table of Contents on Page 2), or is available to the Contractor upon request.

The Contractor shall modify, adjust or relocate any adjacent improvements so the curb ramp can be constructed to City of Vista ADA Standards. Before the placement of any concrete curb or curb ramp, the Contractor shall notify the Engineer if it appears that the specified maximum slopes will be exceeded due to existing conditions, to allow the Engineer the opportunity to provide direction. If the Engineer determines that a Caltrans A88A, must be constructed instead of curb ramp per Plan to fit existing conditions or minimize impacts to private property, the Contractor shall construct the alternate type of ramp. The Engineer shall pay the bid price for the specified ramp if there is no bid price for the alternate ramp.

If a monolithic retaining curb with a maximum height of six inches (6") is required to minimize erosion or match existing improvements at the back side of the curb ramp, the Contractor shall construct those curbs at the back of the sidewalk to the limits determined by the Engineer, otherwise they may be eliminated. Retaining curbs shall not reduce the clear width of the landing below the minimum of forty-eight inches (48").

The Contractor shall depress the curb to flush (0" curb face) in front of the curb ramp to meet ADA standards. The Contractor shall construct the road paving (and/or concrete cross gutter and spandrel) or remove and replace sufficient asphalt concrete paving and base to provide a four foot (4') minimum square landing area, measured from the gutter flowline, where the slopes do not exceed five percent (5%) in any direction per California Building Code (CBC) 1127 B.5.3. The surface of the curb ramp and side flares shall be of contrasting finish from that of the adjacent sidewalk per CBC 1127 B.5.5.

If a diagonal curb ramp on a corner is being constructed at a crossing marked on the pavement, the Contractor shall provide twenty-four inch (24") long segments of straight curb on each side of the curb ramp, per CBC 1127 B.5.9.

The Contractor shall install a detectable warning surface pad on all pedestrian access ramps and curb ramps leading to hazardous area (e.g. vehicular traffic), as shown on the Plans or in the Standard Plans. The detectable warning surface pad shall extend the full width of the ramp forty-eight inches (48") minimum and shall measure at least thirty-six inches (36") along the ramp slope. The detectable warning surface pad or tile shall be securely attached to the surface of the concrete using adhesive and anchors as recommended by the manufacturer of the detectable warning surface. The concrete surface shall be recessed if required by the manufacturer of the detectable warning pad, and the Contractor shall follow all other manufacturer installation instructions. The detectable warning surface pad shall be integrally-colored "CHARCOAL GRAY" at all pedestrian access ramps (or curb ramps) on street intersections. The integral color of the detectable surface at all other on-site ramps shall be selected by the Engineer.

The Contractor shall include in the unit price for Curb Ramps all related costs not covered by other bid items.

303-5.2 Forms.
303-5.2.2 Slip-Forms.

Add the following sentence to the end of the first paragraph:

Contractor shall give Engineer the opportunity to confirm the slip-form shoe is set at the correct batter for the concrete curb and gutter.

303-5.3 Placing Concrete.

303-5.5 Finishing.

303-5.5.4 Gutter.

Add the following before the first sentence of the first paragraph:

303-5.5.4 Gutter. Cross gutters and spandrels shall be constructed in accordance with the Plans. Prior to acceptance of the valley gutter constructed by the Contractor, a flow test shall be conducted by the Contractor in the presence of the Engineer. Any new work found to be defective shall be repaired or replaced by the Contractor in accordance with Subsection **303-5.7 (“Repairs and Replacements.”)**.

303-5.7 Repairs and Replacements.

Revise this subsection to read as follows:

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

The Contractor shall exercise great care in the construction of curb ramps to ensure compliance with the City of Vista Curb Ramp layout and ramp check list which are more conservative than ADA standards. Any curb ramps that do not satisfy the City’s stricter ADA requirements in any aspect, including exceeding the minimum or maximum values by ANY amount, shall be removed and replaced by the Contractor at his expense. Construction tolerances shall not be a reason to exceed the minimum or maximum standards of the City’s ADA requirements.

The pervious concrete shall not be over-consolidated and accumulation of excess paste at the concrete surface will not be allowed.

303-5.9 Measurement and Payment.

Revise this subsection to read as follows:

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

PCC Curb & Gutter shall be measured and paid for by the linear foot as stated in the **BID SCHEDULE**. Quantities of curb and gutter will be measured along the line of the curb, around curb

returns, and across curb ramps and driveway entrances. Pay quantities for PCC Curb and Gutter will NOT include concrete improvements with monolithic curbs covered by separate items in the bid, such as curb ramps, cross gutters (and spandrels), alley aprons, parking areas and special driveway entrances. The bid price for PCC Curb and Gutter will include the material, placement and compaction of the 6" aggregate base. Full compensation for any necessary work required to perform the construction operations specified or shown on the Plans, including clearing and grubbing, earthwork, subgrade/base preparation, removing and replacing existing pavement to allow forming of the gutter lip, installing joints per SDRSD Nos. **G-9** and **G-10** ("**SIDEWALK JOINT LOCATIONS**" & "**CONCRETE JOINT DETAILS**"), installing sleeves for drains, and depressing curbs for driveway entrances and curb ramps, will be considered as included in the linear foot price bid for PCC Curb & Gutter, and no additional compensation will be allowed therefore.

"PCC Driveway Entrance" of the various types specified, including "Concrete Driveway" per SDRSD G-14A and a modified G14F with a 1.25" depressed curb per Plans, shall be measured and paid for as stated in the **BID SCHEDULE**. Quantities of "PCC Driveway Entrance" will be measured to include all concrete flatwork that is thicker than adjacent sidewalk, from the back of the curb to the back of the accessible walkway area across the driveway and between the tops of the wings where the curb height is transitioning. Quantities of "Alley-Type Driveway" will be measured from the lip of the gutter to the back of the accessible walkway area across the driveway, and between the tops of the ramps where the curb height is transitioning. If a monolithic retaining curb is required for the driveway, the top surface quantity of the retaining curb will be added to the quantity of the driveway. Full compensation for any necessary work required to perform the construction operations specified or shown on the Plans, including clearing and grubbing, earthwork, subgrade preparation, adjusting locations of driveways and widths of wings to meet City of Vista Standards, and installing joints per SDRSD Nos. **G-9** and **G-10** ("**SIDEWALK JOINT LOCATIONS**" and "**CONCRETE JOINT DETAILS**"), will be considered as included in the square foot or lump sum price bid for "PCC Driveway Entrance" or "Alley-Type Driveway", of each type specified, and no additional compensation will be allowed therefore.

"PCC Pavement" for private driveway or flatwork shall be measured and paid for by the square foot as stated in the **BID SCHEDULE**. Quantities of "PCC Pavement" will be measured from the limit of the public PCC Driveway Entrance or public Alley-Type Driveway to the point where the new private driveway joins existing improvements, for the full width of the new driveway surface, typically on private property, or to the limits of the new PCC pavement as shown on the Plans. Full compensation for any necessary work required to perform the construction operations specified or shown on the Plans including clearing and grubbing, earthwork, subgrade/base preparation, placing reinforcing steel and dowels, adjusting locations of the removal and replacement limits to match existing joints or reduce the slope of the driveway surface, adjusting the profile of the new driveway surface to join existing improvements with a smooth transition and no sharp grade breaks and installing joints per SDRSD **G-9** and **G-10** ("**SIDEWALK JOINT LOCATIONS**" and "**CONCRETE JOINT DETAILS**") will be considered as included in the square foot price bid for "PCC Pavement" and no additional compensation will be allowed therefore.

PCC Sidewalk shall be measured and paid for by the square foot as stated in the **BID SCHEDULE**. Quantities of PCC Sidewalk will be measured from the back of the curb to the back of the walk, and between adjacent concrete improvements covered by separate items in the bid, such as driveway entrances, curb ramps, cross gutters or alley aprons. The top surface of monolithic retaining curb with a maximum height of six inches (6") will be included in the quantity of sidewalk. Sidewalks which are part of the path of travel and adjoining the curb ramps shall be constructed in strict conformance with

curb ramp layout on the City of Vista plans and Ramp checklist which are more conservative than ADA standards with the 1.5% slope. The bid price for PCC sidewalk will include the material, placement and compaction of the 4" aggregate base. Full compensation for any necessary work required to perform the construction operations specified or shown on the Plans, including clearing and grubbing, earthwork, grading adjacent swales for drainage, subgrade/subbase preparation, placing reinforcing steel and dowels, installing joints per SDRSD Nos. **G-9** and **G-10** ("**SIDEWALK JOINT LOCATIONS**" and "**CONCRETE JOINT DETAILS**"), installing under-sidewalk drain pipes through curb sleeves to the gutter and providing monolithic retaining curbs or toe curbs as shown on the Plans or where designated by the Engineer, will be considered as included in the square foot price bid for PCC Sidewalk and no additional compensation will be allowed therefore.

PCC Curb Ramp shall be constructed in strict conformance with curb ramp layout on City Plans and ramp checklist which are more conservative than ADA standards and shall be paid for per each as specified on the **BID SCHEDULE**. The pay limit for each pedestrian access ramp (or curb ramp) will include the area within the measurements from the back of the street curb, up to and including the twelve inch (12") wide border at the top of the ramp (or ramps) and the ramp wings or integral curbs that make up the side of the curb ramp, which surrounds the truncated dome detectable warning surface pad. Intermediate landings within the limits of the main ramp will be included in the measurement for pedestrian access ramps (or curb ramps). Concrete flatwork for the top landings, transition areas and ramping areas outside the border surrounding the truncated domes, and additional twelve inch (12") wide borders at the top of the secondary ramping areas will NOT be included in the measurement for pedestrian access ramps (or curb ramps), but WILL BE measured and paid for with PCC Sidewalk. If integral curbs and hand railings are required for pedestrian access ramps (or curb ramps), that work shall be included in the price paid for pedestrian access ramp (or curb ramp) as shown in the bid. The bid price for PCC Curb Ramp will include the material, placement and compaction of the 4" aggregate base. Full compensation for any necessary work required to perform the construction operations specified or shown on the Plans, including clearing and grubbing, earthwork, subgrade/subbase preparation, placing reinforcing steel and dowels, constructing a landing area in the street at the bottom of pedestrian access ramps (or curb ramps), installing detectable warning surface pads, constructing integral curbs and handrails, and strictly complying with all ADA standards, will be considered as included in the per each price bid for PCC Pedestrian Access Ramp (or PCC Curb Ramp) and no additional compensation will be allowed therefore.

PCC Cross gutter shall be measured and paid for by the square foot as stated in the **BID SCHEDULE**. Quantities of cross gutter will be measured along the line of the gutters and spandrels and include the monolithic curb around curb returns and across curb ramps, between adjacent concrete improvements covered by separate items in the bid, such as curb and gutter and curb ramps. Only the top surface of the monolithic curb will be included in the measurement. The bid price for PCC Curb and Gutter will include the material, placement and compaction of the 12" aggregate base. Full compensation for any necessary work required to perform the construction operations specified shown on the Plans, including clearing and grubbing, earthwork, subgrade/subbase preparation, installing joints per SDRSD Nos. **G-9** and **G-10** ("**SIDEWALK JOINT LOCATIONS**" and "**CONCRETE JOINT DETAILS**"), depressing curbs for curb ramps, constructing a landing area in the spandrel at the bottom of the ramp, shaping the gutter and spandrel for proper drainage so water does not pond in front of the curb ramp landing, and water testing for proper drainage patterns, will be considered as included

in the square foot price bid for PCC Cross Gutter and no additional compensation will be allowed therefore.

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

303-8 PERVIOUS CONCRETE

303-8.1 General

For the 2023 Pedestrian MOBILITY Sidewalk Project - Avenida De Benito Juarez (C.I.P. No. 8290), The pervious concrete installed for the infiltration swale shall be in accordance with the 2012 Standard Specifications for Public Works Construction ("Greenbook") Section 201-1.6 & 303-8 Pervious Concrete, in conjunction with the Supplementary Technical Provisions (Section 303-8) and per Plans.

Pervious concrete for infiltration swale shall be placed on a Mirafi 140N filter fabric blanket or approved equal on 4" of compacted aggregate base, at the locations shown on the Plans, in a 6-inch wide and 4-inch deep space between the sidewalk and the back of the curb. The pervious concrete shall match the sidewalk slope and back of curb elevation to provide a continuous smooth surface. The Water Quality Infiltration Swale will not extend across driveways or curb ramps. Weakened plane joints per SDRSD G-09 or match existing curb and gutter joints whichever is less.

Work shall be performed by a qualified installer meeting the following requirements:

- a) The installer shall have successfully completed pervious concrete installation similar in design material and the extent indicated in the Work.
- b) At least 1 installer shall hold a current certificate from the National Ready Mixed Concrete Association Pervious Concrete Technician Certification program and guiding the work.

The subgrade shall not be treated or stabilized with Portland cement or lime. If the pervious concrete is being installed directly on the subgrade, the subgrade shall be moistened to prevent it from absorbing moisture from the concrete.

Placement. Pervious concrete shall be uniformly deposited over the entire formed area. Strike off and spreading shall be performed using a self-propelled or manual vibratory roller screed or a laser screed. Hand-rodding may be used in areas inaccessible to the roller- screed if so approved by the Engineer. Strike off shall be no greater than $\frac{3}{4}$ inch above the forms to allow for compaction. Adjacent to the edge of each form, hand tampers shall be used for compaction. Over-consolidation and accumulation of excess paste at the surface will not be allowed.

After compaction, the surface shall be protected from rapid evaporation by water fogging, covering with 6 mil polyethylene sheeting, or the application of a chemical evaporation retardant approved by the Engineer.

Curing shall consist of covering the surface and, as necessary, the application of water. Curing shall begin within 20 minutes of placement or within 15 minutes when the wind is in excess of 5 miles per hour. The surface shall be securely covered with polyethylene sheeting having a minimum thickness of 6 mils.

Sheeting shall be secured using lumber, rebar, stakes, or by other approved methods by the Engineer. Sand or dirt shall not be used to secure the sheeting.

The cover shall be checked daily to verify that it has not been displaced or damaged, and that condensation is evident underneath the sheeting. Damaged sheeting shall be repaired. Displaced sheeting shall be replaced. When there is no observable condensation, 1.5 gallons of water per square yard shall be applied to the surface. The cover shall remain securely in place for a minimum of 7 Calendar Days.

303-8.5 Measurement and Payment.

303-8.5 Measurement and Payment. PCC Pervious Concrete shall be measured and paid for by the square foot as stated in the BID SCHEDULE Quantities of pervious concrete will be measured along the line of the sidewalk and back of curb multiplied by the width of 0.5 feet (6"), measurements will not extend across driveways and curb returns where they are not required. Bid price for pervious concrete will include the material, placement and compaction of the 4" aggregate base and the material and installation of the Mirafi 140N filter fabric blanket or approved equal. Full compensation for any necessary work required to perform the construction operations specified shown on the Plans, including clearing and grubbing, earthwork, subgrade/base preparation, filter fabric placement, installing joints per SDRSD Nos. G-9 and G-10 ("SIDEWALK JOINT LOCATIONS" and "CONCRETE JOINT DETAILS"), will be considered as included in the square foot price bid for PCC Pervious Concrete and no additional compensation will be allowed therefore.

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

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS.

306-1.1 Trench Excavation.

306-1.1.1 General.

Add the following paragraphs after the third paragraph:

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

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

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

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

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

306-1.1.5 Removal and Replacement of Surface Improvements.

Revise this subsection to read as follows:

306-1.1.5 Removal and Replacement of Surface Improvements. Bituminous pavement, concrete pavement, landscaping, fences, curbs, sidewalks, or driveways removed in connection with construction shall be removed and reconstructed in accordance with these specifications.

306-1.3 Backfill and Densification.

306-1.3.1 General.

Add the following after the third paragraph:

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

306-1.3.4 Backfilling Narrow Trenches.

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

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

306-7 CURB DRAINS.

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

306-7 CURB DRAINS. Drains shall be constructed beneath the sidewalk as shown in SDRSD No. **D-27 ("SIDEWALK UNDERDRAIN PIPE")** to connect building drains or yard drains through curb outlet sleeves to the gutter, or to serve low areas on adjacent property where pre-existing drainage conditions have been affected by the Work. Each separate parcel shall be provided with a minimum of two (2) drains, one (1) at the low side of the parcel and one (1) at the high side of the driveway, or as shown on the Plans. Payment for all work required to install curb sleeves and under-sidewalk drains will be considered as included in the related concrete items, and no additional compensation will be allowed therefore.

Add the following new subsections:

306-9 WATER IMPROVEMENTS.

306-9.1 General.

306-9.1 General. Water meter relocations shall be installed as shown on the Plans, installed per Vista Irrigation District (VID) standards, VID Notes, inspected by VID and City of Vista inspectors and per CA Plumbing Code for the private reconnections.

In any case, the Contractor shall not backfill, construct any curb, sidewalk or other improvements that will complicate or hinder VID and City inspections. No additional compensation will be allowed for the removal of backfill or new improvements to allow for proper inspections or for the replacement of said backfill and improvements removed for inspection.

In all cases of alteration or relocation of service connections, the Contractor shall notify VID at least 1 day prior to any shutdowns and residences being affected a minimum of four (4) hours prior to said alteration or relocation, and service connections shall be returned to service in no more than four (4) hours. The Contractor may agree with VID to disconnect and reconnect interfering service connections. The Agency will not be involved in any such agreement.

306-9.2 Measurement and Payment. The BID SCHEDULE lists now water meter relocations.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

308-1 GENERAL.

Revise this subsection to read as follows:

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

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

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

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

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

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

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

308-7 PAYMENT.

Revise this subsection to read as follows:

Payment for the complete installation of Landscaping & Irrigation shall be at the lump sum price of landscape and irrigation repair as specified in the **BID SCHEDULE**, and shall constitute full compensation for all materials, labor, equipment, excavation, plant materials, irrigation materials, fine grading, geotechnical (soil) analysis, topsoil import and placement in all planted areas, sod, and wild flower hydroseed, and all other work and incidentals necessary as specified and not included in a separate bid item and no additional compensation will be allowed therefore.

Payment for Plant Establishment Period and Maintenance of ninety (90) calendar days shall be included in the lump sum or landscape and irrigation repair and shall constitute full compensation for all materials, labor, equipment, and all other work and incidentals necessary as specified, and no additional compensation will be allowed.

Payment for all irrigation work as specified in these specifications shall be included in the bid item for Landscaping & Irrigation Repair at the lump sum price bid as shown in the **BID SCHEDULE** and no additional compensation will be allowed therefore.

On the **2023 Pedestrian MOBILITY Sidewalk Project - Avenida De Benito Juarez (C.I.P. No. 8290)** Reconfigure existing private irrigation systems and replace turf and groundcover to match existing private landscaping disturbed by construction: Bid item shall include full compensation for all labor, equipment and material required to reconfigure private irrigation affected by the proposed improvements, verify irrigation working order, replace turf/groundcover to match private landscaping as directed by the Engineer, shown on the plans, according to these specifications, plumbing code and any other related work shall be considered as included or included in the costs of other work. No additional compensation will be made.

Add the following new Section:

SECTION 312 – MISCELLANEOUS

312-1 RESIDENTIAL MAILBOX.

312-1.1 General.

The work shall consist of removing, temporarily relocating, and finally replacing with new mailbox posts, platforms, mailboxes, mounting plate and lag bolts for all existing mailboxes to be impacted by the construction. In the event that the homeowner wants the existing mailbox reinstalled, the CONTRACTOR shall reinstall the existing mailbox instead of supplying new mailbox. Decorative mailboxes made out of materials that cannot be readily replaced will be salvaged to the homeowner. The CONTRACTOR shall determine such locations for temporary relocations and final placement of the mailbox, after consultation with the homeowner of the property, the ENGINEER, and the local Post Office.

New mailboxes with a four inch by four inch (4"x 4") pressure treated post, a one and one-half inch (1-1/2") thick redwood or pressure treated wood support and galvanized lag bolts shall be installed in accordance with the details shown on City of Vista Standard Drawing **SRF-04 ("MAILBOX INSTALLATION DESIGN IN SIDEWALK")**. Mailboxes, posts, and hardware shall be per Subsection **215-1 ("RESIDENTIAL MAILBOX.")** of these specifications.

Some existing mailboxes consist of multiple units serving two or more residences. These mailbox clusters shall be installed with new individual mailboxes mounted on a similar cluster style mounting plate. If the multiple unit is a standard metal style group mailbox, then the CONTRACTOR shall reinstall the group mailbox.

Prior to purchasing the new mailboxes the CONTRACTOR shall submit shop drawings to the ENGINEER for approval showing the manufacturers catalog sheets and including all mounting and installation details.

312-1.2 Payment.

New Mailbox or Relocate Existing Mailbox shall be paid for per each bid price as shown on the **BID SCHEDULE**. Such price shall be paid for each mailbox serving an individual residence whether existing

mailbox was relocated or replaced including cluster style grouped mailboxes and shall include full compensation for materials, labor, and equipment required for Mailbox and no additional compensation will be made.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-2 REMOVAL OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-2.1 General.

Replace the first sentence in the first paragraph with the following:

314-2.1 General. The Contractor shall remove all existing traffic striping, including existing striping that has been painted over with black paint, and pavement markings by wet or dry sandblasting, high velocity water jet, grinding, or other methods to accommodate the final pavement striping and markings to the fullest extent possible from the pavement that does not materially damage the surface or texture of the pavement or surfacing. Sand or other material deposited on the pavement as a result of removing traffic stripes and markings shall be removed as the Work progresses. Accumulations of sand or other material, which might interfere with drainage or might constitute a hazard to traffic, will not be permitted.

Add the following paragraph:

For resurfacing projects, yellow thermoplastic containing lead may be left in place and paved over if possible, to avoid issues related to removing and disposing of hazardous materials. If yellow thermoplastic must be removed, the Contractor shall handle and dispose of the material as lead-bearing hazardous waste.

314-2.2 Measurement.

Delete this subsection in its entirety.

314-2.3 Payment.

Replace this subsection in its entirety with the following:

314-2.3 Payment. Payment for removal of traffic striping, curb markings, and pavement markings will be considered as included in the prices Bid for other related items of work.

314-3 REMOVAL OF PAVEMENT MARKERS.

314-3.1 General.

Replace the first sentence in the first paragraph with the following:

314-3.1 General. All existing raised pavement markers shall be removed before paving work proceeds and shall be performed in such a manner as to leave the existing pavement undamaged.

314-3.2 Measurement.

Replace this subsection in its entirety with the following:

314-3.2 Measurement. Removal of traffic striping and markings will be measured as a lump sum item.

314-3.3 Payment.

Replace this subsection in its entirety with the following:

314-3.3 Payment. Payment for removal of pavement markers will be considered as included in the prices Bid for other various bid items of Work and no additional compensation will be allowed.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.3 Painting Traffic Striping and Curb and Pavement Markings.

314-4.3.1 General.

Replace the first sentence in the first paragraph with the following:

The work shall consist of applying painted (including glass beads) traffic striping, curb and pavement markings, concrete wheel stops, and new red curb and blue curb at the locations shown on the Plans.

On the **2023 Pedestrian MOBILITY Sidewalk Project - Avenida De Benito Juarez (C.I.P. No. 8290)**, the Contractor shall document all existing striping and pavement markings that will be disturbed by the work, before the striping and pavement markings are disturbed by construction, so that the existing

striping and pavement markings can be replaced in-kind. The striping documentation shall include the type of material, dimensions, and location of striping, pavement markers and pavement legends, and shall be approved by the Inspector before removal work proceeds. Any changes to the existing striping shall be submitted and approved by the City engineer at least 4 days before the work proceeds.

Add the following paragraphs:

If a portion of a crosswalk or limit line is disturbed by construction, then the entire crosswalk or limit line shall be removed and replaced, or restriped.

All striping, RPM's, and pavement markings that are disturbed by construction shall be replaced. If the Plans or Project Exhibits show striping plans, all interfering striping and marking shall be removed, and new striping and marking shall be installed as shown on the plans. If no striping plans are provided, existing striping shall be replaced in kind.

All intersection limit lines, pavement legends, and white crosswalks to be replaced shall be thermoplastic. Other striping and yellow crosswalks shall be painted. New raised pavement markers shall be installed as required by the California Manual on Uniform Traffic Control Devices and the Caltrans Standard Plans, even if they were not previously on the street. Blue raised reflective pavement markers shall be installed at all fire hydrants.

The locations of all signs, including those to be relocated or replaced, must be approved by the Traffic Engineering Division of the Engineering Department before placement. All signs shall be installed on metal sign posts, unless wood posts are specified. If wood posts are called out on the Plan, the posts shall be four inch by four inch (4" x 4") pressure-treated unpainted wood, anchored in undisturbed soil a minimum of twenty-four inches (24") below finished grade and backfilled with post-hole concrete above twenty inches (20") of sand). If in sidewalk area, wood post backfill shall be four inches (4") of concrete above twenty inches (20") of sand or gravel, inside an eight inch diameter (8"Ø) PVC sleeve. The installation of wood sign posts shall be rejected if posts are damaged, bent or splintered. Technical Provisions from these specifications shall take precedence over other specifications. If not otherwise specified, the work required for Traffic Striping and Signing shall conform to these specifications.

On the **2023 Pedestrian MOBILITY Sidewalk Project - Avenida De Benito Juarez (C.I.P. No. 8290)** all signs installed on new posts shall be installed per the Plans. In addition, all sign posts installed in concrete sidewalk or other hardscape shall be installed per City of Vista Standard Drawing **TRF-06 ("SIGN POST FOOTING IN HARDSCAPE")**.

314-4.3.7 Payment.

Replace the subsection in its entirety with the following:

314-4.3.7 Payment. The quantities of traffic striping, signing and pavement markings shall be measured as a lump sum, complete in place, as shown on the Plans, and as specified in the **BID SCHEDULE**. Payment for bid items related to all striping, signing and pavement markings shall be at the lump sum or unit prices specified in the **BID SCHEDULE** and shall constitute full compensation for all materials, labor, equipment, tools, mobilization, clearing and grubbing, excavation, placing and removing temporary striping and striping tabs, painting legends and pavement markings, salvaging signs and delivering them to the Agency's Public Works Yard at 1165 E. Taylor Street, installing new signs on new and existing posts or poles, providing, painting and installing concrete wheel stops, painting new red curb and blue curb, painting all parking stalls, handicap legends, and incidentals necessary as specified, and no additional compensation will be allowed.

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Appendix A:

Federal Requirements for Federal CDBG Projects (Exhibit A of the Contract)

APPENDIX A
FEDERAL REQUIREMENTS FOR FEDERAL CDBG CONSTRUCTION PROJECTS
EXHIBIT A TO THE CONTRACT

The City participates in the Community Development Block Grant ("CDBG") program and receives annual funding from the U.S. Department of Housing and Urban Development ("HUD"). This contract is for services that may be funded in whole or in part with CDBG funds. Contractor agrees to comply with all applicable federal laws and regulations and to any amendments hereafter including, but not limited to, the following:

1. Access and Maintenance of Records

A. Access. At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available to the Agency, the Department of Housing and Urban Development, and/or the Comptroller General of the United States, for their examination, all of its records pertaining to all matters covered by this Agreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this Agreement.

B. Maintenance. The Contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

2. Termination – Cause, Convenience, Breach. This Agreement may be terminated with or without cause by Agency. Termination without cause shall be effective only upon fifteen (15) days' written notice to Contractor, after which Agency will pay Contractor for its reasonable costs and expenses incurred prior to receipt of the termination notice. This Agreement may be terminated by Agency for cause in the event of any of the following: (i) a material breach of this Agreement by Contractor; and/or (ii) misrepresentation by Contractor in connection with the formation of this Agreement; (iii) and/or in accordance with any termination clause with the project specifications as may be applicable. Termination for cause shall be effective immediately upon the delivery of written notice to Contractor.

3. Obtain Bonds. If applicable, Contractor shall obtain a Performance Bond for 100% of the Contract Amount and/or a Payment Bond for 100% of the Contract Amount, as required by City CDBG.

4. Community Development Block Grant Regulations. The CDBG Regulations, 24 CFR Part 570, and any amendments hereafter thereto.

5. Civil Rights Nondiscrimination in Federally Assisted Programs. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1, prohibiting discrimination upon the basis of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin.

6. Section 109 of the Housing and Community Development Act of 1974. Section 109 of the Housing and Community Development Act requiring that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act.

7. Rehabilitation Act of 1973. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR, Part 8, which prohibit discrimination based on handicap in Federally-assisted and conducted programs and activities.

8. Age Discrimination Act of 1975. The Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and Implementing regulations at 24 CFR, Part 146, which prohibit discrimination because of age in programs and activities receiving Federal financial assistance.

9. Equal Employment Opportunity (Equal Opportunity Clause) *Equal Employment Opportunity, as amended, and regulations of Executive Order 11246* (applicable to contracts and subcontracts over \$10,000)

During the performance of this contract, the Contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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 race, color, religion, sex, sexual orientation, gender identity, 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 setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. 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 advising the said labor union or workers' representatives 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.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.0 Standard Federal Equal Employment Opportunity Construction Contract Specifications

A. As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

2. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

3. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. "Minority" includes:

a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);

c. Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. When the Contractor, or any subcontractor, at anytime, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and

timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

D. The Contractor shall implement the specific affirmative action standards provided in paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

1. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following: Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

2. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

3. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under G(2) above.

4. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.

5. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

6. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

7. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

8. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

9. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

10. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

11. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

12. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

13. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.

14. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through G(16)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under G(1) through G(16) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

I. A single goal for minorities and a separate single goal for women has been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.

K. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to E.O. 11246.

L. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to E.O. 11246, as amended.

M. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and

retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

11. Certification Of Nonsegregated Facilities – (applicable to contracts and subcontracts over \$10,000)

Contractor and/or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. Contractor and/or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Davis-Bacon Act, and Copeland Anti-Kickback Act.

1. Davis Bacon Act.

a. Contractor and all subcontractors, engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Contract are subject to the federal labor standards provisions, Davis Bacon and Related Acts as amended (40 USC 3141-5144 and 3146-3148), which govern the payment of wages and the ratio of apprentices and trainees to journey-workers. Under the terms of the Davis-Bacon Act, as supplemented by 29 CFR Part 5, amended, the Contractor and hired subcontractors are required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor,

b. Federal Wage Determination Number CA is attached hereto as Exhibit " " and incorporated herein by this reference as though set forth in full. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the AGENCY of its obligation, if any, to require payment of the higher rates.

2. Copeland Anti-Kickback Act.

a. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

13. Clean Air Act and Federal Water Pollution Control Act (42 U.S.C 7401-7671q.)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

1. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

14. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations). "Department and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

15. Byrd Anti-Lobbying Amendment (31 U.S.C 1352)

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

16. Conflict of Interest

The Contractor covenants that no person, who presently exercises any functions or responsibilities in connection with the City of Vista CDBG Program, will obtain a personal or financial interest from the assisted activity. The Contractor further covenants that he/she presently has no interest in, nor shall he/she acquire any interest, direct or indirect, either for themselves or those with whom they have business, or family, which would conflict in any manner or degree with the performance of his/her services hereunder. The contractor further covenants that in the performance of this Agreement any potential conflict, on the part of the Contractor or his/her employees, will be disclosed to the Agency.

17. Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) - 24 CFR, Part 135, also Known as Section 3 Clause. – All Section 3 covered contracts shall include the following clause and the prime contractor will also ensure that provisions of 24 CFR, Part 135, are included in all subcontracts

a. The work to be performed under this contract is subject to the requirements of Section 3 of this Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 U (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall,

to the greatest extent feasible, and be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers; representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

18. Nationality Act. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Subrecipient so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Subrecipient hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

19. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

20. Rights to Data and Copyrights. Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

21. Drug-Free Workplace Requirements. The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

22. Environmental Review Standards. The Contract is subject to the regulations of 24 CFR part 58, which specify the provisions of law which further the purposes of the National Environmental Policy Act of 1969

23. Lead-Based Paint. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part.

24. Energy Efficiency. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

25. Procurement of Recovered Materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

26. Housing and Community Development Act of 1974 Statutory Provision, Section 110.

a. All laborers and mechanics employed by contractors and subcontractors in the performance of construction work financed in whole or in part with assistance received under this title shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a—276a-5); *Provided*, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 13, 1934, as amended (48 Stat. 948; 40 U.S.C. 276(c)).

b. Subsection (a) shall not apply to any individual that—

1. Performs services for which the individual volunteered;
- 2A. Does not receive compensation for such services; or
- 2B. Is paid expenses, reasonable benefits, or a nominal fee for such services;
3. Is not otherwise employed at any time in the construction work.

Appendix B:

Federal Labor Standards Provisions and Federal Prevailing Wage Rates (Exhibit B of the Construction Contract)

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 -day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215 -0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmissions. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A. 3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

form **HUD-4010** (06/2009)

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

10. (I) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; Liability for unpaid wages; Liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91- 54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Appendix C:

Federal Requirements and Special Provisions

APPENDIX C

FEDERAL REQUIREMENTS AND SPECIAL PROVISIONS

ITEMS THAT MUST BE SUBMITTED WITH BID PACKAGE

Items in this Section are included in the bid proposal section of the bid

Contractor's Certification on Federal Contract Requirements

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

Disclosure of Lobbying Activities and Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

Equal Employment Opportunity Certification

Non-Segregated Facilities Certification

Non-Lobbying Certification for Federal-Aid Contracts

Non-Collusion Affidavit

ITEMS THAT MUST BE SUBMITTED PRIOR TO AWARD OF CONTRACT

Section 3 Bidder's Certification 2

Section 3 Estimated Work Force Breakdown 3

Contract and Subcontract Activity – HUD Form 2516 4

ITEMS THAT MUST BE COMPLETED AND SUBMITTED FOR DURATION OF PROJECT

Payroll Reporting DOL Form WH-347 and Instructions for Completion 6
Note: the form is double-sided. Must complete form in its entirety and submit weekly.

Record of Employee Interview 11
Note: City staff will conduct on the job interviews and complete the form

ITEMS THAT MUST BE COMPLETED AND SUBMITTED AT COMPLETION OF PROJECT

Section 3 Work Force Breakdown 13

OTHER FEDERAL REQUIREMENTS

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity Executive Order 11246: 41 CFR Part 60-2 14

Employee Rights Under the Davis-Bacon Act – Poster in English and Spanish 15

Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Policy 17

Section 3 Compliance Guide 18

Davis-Bacon Labor Standards 22

**SECTION 3
BIDDER'S CERTIFICATION**

Name of Company: _____

Address: _____

Project Title: _____

This is to certify that I have read and understand the Section 3 resident employment and Section 3 resident business utilization requirements that apply to the above cited project, said requirements being known as the Section 3 Clause found in 24 CFR 135 and that neither the project nor the company are under any contractual restrictions or other disabilities which would prevent the company from complying with said requirements.

Signature

Title

Date

Signature

Title

Date

SECTION 3 ESTIMATED WORK FORCE BREAKDOWN

MUST BE COMPLETED BY PRIME AND SUBCONTRACTORS

Company Name: _____

Address: _____

Primary Contact: _____

Contact Phone Number: _____

Project Title: _____

Employment and Training				
Job Category	TOTAL ESTIMATED POSITIONS NEED FOR PROJECT	TOTAL POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NUMBER OF POSITIONS NOT OCCUPIED	NUMBER OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS*
Administrative Staff:				
Professionals				
Technicians				
Office/Clerical				
Other Admin Staff				
Construction by Trade (list trade below):				

*Section 3 Resident: Public housing resident of the City of Vista who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

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Public reporting burden for this collection of information is estimated to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Orders dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and the these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals.

Privacy Act Notice = The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the Information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulation. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consetn, except as required or permitted by Law.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency										Check if:		2. Location (City, State Zip Code)		
										PH				
										IH				
										CPD				
										Housing				
3a. Name of Contact Person				3b. Phone Number (Including Area Code)		4. Reporting Period <div><input type="checkbox"/> Oct. 1 - Sept. 30 (Annual -FY)</div>			5. Program Code (Not applicable for CPD programs.) See explanation of Codes at bottom of Page Use a separate sheet for each program code.		<div></div>		6. Date Submitted to Field Office	
Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc. 7a.	Amount of Contract or Subcontact 7b.	Type of Trade Code (See below) 7c.	Contractor or Subcontractor Business Racial/Ethnic (See below) 7d.	Woman Owned Business (Yes or No) 7e.	Prime Contractor Identification (ID) Number 7f.	Sec. 3 7g.	Subcontractor Identification (ID) Number 7h.	Sec. 3 7i.	Contractor/Subcontractor Name and Address 7j.					
									Name	Street	City	State	Zip	

7c: Type of Trade Codes:

CPD:

1 = New Construction

2 = Education/Training

3 = Other

Housing/Public Housing:

1 = New Construction

2 = Substantial Rehab.

3 = Repair

4 = Service

5 = Project Mangt.

6 = Professional

7 = Tenant Services

8 = Education/Training

9 = Arch./Engrg. Appraisal

0 = Other

7d: Racial/Ethnic Codes:

1 = White Americans

2 = Black Americans

3 = Native Americans

4 = Hispanic Americans

5 = Asian/Pacific Americans

6 = Hasidic Jews

5: Program Codes (Complete for Housing and Public and Indian Housing programs only):

1 = All Insured, including Section8

2= Flexible Subsidy

3 = Section 8 Noninsured, Non-HFDA

4 = Insured (Management)

5 = Section 202

6 = HUD-Held (Management)

7 = Public/India Housing

8 = Section 811

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.		
Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.	or provides subcontracting or business development opportunities to businesses owned by low or low-income residents. Low and very low-income residents; include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.	costs or unusually high or low-income families. Very low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be	The terms “low-income persons” and “very low-income persons” have the same meanings given the terms in section3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller an larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction	Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front. Complete item 7h. Only once for each contractor/subcontractor on each semi-annual report.
Community Development Programs	Multifamily Housing Programs	Public Housing and Indian Housing Programs
1. Grantee: Enter the name of the unit of government submitting this report.	1. Grantee/Project Owner: Enter the name of the unit of government, agency or mortgagor entity submitting this report.	PHAs/IHAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.
3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.	3. Contact Person: Same as item 3 under CPD Programs.	1. Project Owner: Enter the name of the unit of government, agency or mortgagor entity submitting this report. Check box as appropriate.
7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.	4. Reporting Period: Check only one period.	3. Contact Person: Same as item 3 under CPD Programs.
7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.	5. Program Code: Enter the appropriate program code.	4. Reporting Period: Check only one period.
7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7f., the type of trade code would be for the subcontractor only and not for the prime contractor.	7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.	5. Program Code: Enter the appropriate program code.
The "other" category includes supply, professional services and all other activities except construction and education/training activities.	7b. Amount of Contract/Subcontract: Same as item 7b. under CPD Programs.	7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.
7d. Business Racial/Ethnic/Gender Code: Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business.	7c. Type of Trade: Same as item 7c. under CPD Programs.	7b. Amount of Contract/Subcontract: Same as item 7b. under CPD Programs.
When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.	7d. Business Racial/Ethnic/Gender Code: Same as item 7d. under CPD Programs.	7c. Type of Trade: Same as item 7c. under CPD Programs.
7e. Woman Owned Business: Enter Yes or No.	7e. Woman Owned Business: Enter Yes or No.	7d. Business Racial/Ethnic/Gender Code: Same as item 7d. under CPD Programs.
7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.	7f. Contractor Identification (ID) Number: Same as item 7f. under CPD Programs.	7e. Woman Owned Business: Enter Yes or No.
7g. Section 3 Contractor: Enter Yes or No.	7g. Section 3 Contractor: Enter Yes or No.	7f. Contractor Identification (ID) Number: Same as item 7f. under CPD Programs.
7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.	7h. Subcontractor Identification (ID) Number: Same as item 7h. under CPD Programs.	7g. Section 3 Contractor: Enter Yes or No.
7i. Section 3 Contractor: Enter Yes or No.	7i. Section 3 Contractor: Enter Yes or No.	7h. Subcontractor Identification (ID) Number: Same as item 7h. under CPD Programs.
7j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.	7j. Contractor/Subcontractor Name and Address: Same as item 7j. under CPD Programs.	7i. Section 3 Contractor: Enter Yes or No.
		7j. Contractor/Subcontractor Name and Address: Same as item 7j. under CPD Programs.

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

NAME OF CONTRACTOR				OR SUBCONTRACTOR				ADDRESS				OMB No.: 1235-0008 Expires: 04/30/2021							
PAYROLL NO.				FOR WEEK ENDING				PROJECT AND LOCATION				PROJECT OR CONTRACT NO.							
(1)	(2)	(3)	OT OR ST	(4) DAY AND DATE							(5)	(6)	(7)	(8) DEDUCTIONS				(9)	
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION		HOURS WORKED EACH DAY							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX		OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____, on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

--

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Instructions for Completing Payroll Form, WH-347

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009
(exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

1a. Project Name			2a. Employee Name			
1b. Project Number			2b. Employee Phone Number (including area code)			
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code			
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>			
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits? Vacation Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> Pension Yes <input type="checkbox"/> No <input type="checkbox"/>		4c. Pay stub? Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Your job classification(s) (list all) --- continue on a separate sheet if necessary						
6. Your duties						
7. Tools or equipment used						
8. Are you an apprentice or trainee? Y <input type="checkbox"/> N <input type="checkbox"/>						
10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week? Y <input type="checkbox"/> N <input type="checkbox"/>						
9. Are you paid for all hours worked? Y <input type="checkbox"/> N <input type="checkbox"/>						
11. Have you ever been threatened or coerced into giving up any part of your pay? Y <input type="checkbox"/> N <input type="checkbox"/>						
12a. Employee Signature			12b. Date			
13. Duties observed by the Interviewer (Please be specific.)						
14. Remarks						
15a. Interviewer name (please print)			15b. Signature of Interviewer		15c. Date of interview	

Payroll Examination

16. Remarks	
17a. Signature of Payroll Examiner	17b. Date

Previous editions are obsolete

Form HUD-11 (08/2004)

Record of Employee Interview Instructions	U.S. Department of Housing and Urban Development Office of Labor Relations	OMB Approval No. 2501-0009 (exp. 10/31/2010)
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Instructions

General:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Relations staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11

Items 1a - 1c: Self-explanatory

Items 2a - 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a - 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 - 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) - responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 - 12b: Self-explanatory

Items 13 - 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 - 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

SECTION 3 WORK FORCE BREAKDOWN

****To be completed by Contractor at the completion of project****

Company Name: _____

Address: _____

Primary Contact: _____

Contact Phone Number: _____

Project Title: _____

Employment and Training				
Job Category	TOTAL ESTIMATED POSITIONS NEED FOR PROJECT	TOTAL POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NUMBER OF POSITIONS NOT OCCUPIED	NUMBER OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS*
Administrative Staff:				
Professionals				
Technicians				
Office/Clerical				
Other Admin Staff				
Construction by Trade (list trade below):				

*Section 3 Resident: Public housing resident of the City of Vista who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to
ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 16.9%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is California, San Diego County, City of Vista.

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

**PREVAILING
WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor’s Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



DERECHOS DEL EMPLEADO

BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES	No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.
SOBRETIEMPO	Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.
CUMPLIMIENTO	Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.
APRENDICES	Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.
PAGO APROPIADO	Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN BUSINESS ENTERPRISE (WBE) POLICY

For all construction projects assisted with Community Development Block Grant (CDBG) funds, it is the policy of the U. S. Department of Housing and Urban Development (HUD) to foster and promote Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) participation, to the extent permitted by law and consistent with its primary mission. Contractors are encouraged to seek to promote MBE's and WBE's during the duration of this contract.

What are MBE's and WBE's?

Minority and women business enterprises are defined as any financial institution, business, service, contracting business which is solely owned and operated by a minority group member or women or 50% or more of its partners or stockholders are minority group members or women. If the enterprise is publicly owned, the minority members or stockholders must have at least 51% interest and possess control over management, capital and earnings. For the purpose of this definition, minority group members are Black, Hispanics, Asians, Native Americans, Alaskans or Pacific Islanders.

For more information view HUD's website at portal.hud.gov.

Reporting

All Contractors working on construction projects assisted with Federal funds must complete Form HUD-2516, Contract and Subcontract Activity Report. Reports are filled out once during the reporting period that the contract was executed. Included in this addendum is a blank Form HUD-2516 for your use along with directions on how to complete the form.

Obtaining Lists of Minority and Women Contractors

HUD does not have a MBE or WBE database; however, Caltrans is an excellent source of information regarding minority and women contractors. A complete copy of the statewide listing may be obtained by calling the Caltrans Publications Distribution Unit at 916.445.3520.

Other sources of information are:

Caltrans Civil Rights Program
Business Enterprise Program
916.324.1700 or toll free at 866.810.6346
Civil Rights Website: dot.ca.gov/hq/bep

National Economic Development Association at 916.649.2551.

SECTION 3 COMPLIANCE GUIDE

ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW INCOME PERSONS

What is Section 3?

The U.S. Government Code of Federal Regulations, Title 24, Housing and Urban Development (HUD), Part 135 – Economic Opportunities for Low- and Very Low-Income Persons, commonly referred to as the “Section 3”, is a provision that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency.

The Section 3 program requires that economic opportunities generated by HUD financial assistance for housing and community development programs must, to the greatest extent feasible, be directed to low- and very low-income persons and to businesses owned by or employing low- and very low-income persons.

What programs are covered?

Section 3 requirements apply to community development and housing assistance projects funded by Community Development Block Grant (CDBG) funds and Home Investment Partnership Program (HOME) funds. The Section 3 requirements apply to job training, employment, contracting and subcontracting and other economic opportunities arising from projects involving construction, reconstructions, conversion, or rehabilitation (including lead-based paint hazard reduction and abatement) of housing, other buildings, or improvements assisted with Federal funds administered by HUD.

Who are Section 3 residents?

Section 3 residents are:

- Public housing residents or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD’s income limits.

Determining Income Levels

- Low income is defined as 80% or below the median income of that area.
- Very low income is defined as 50% or below the median income of that area.

San Diego County Income Limits			
Effective April 1, 2018			
FAMILY SIZE	80% of AMI* Low Income	50% of AMI* Very Low Income	30% of AMI* Extremely Low Income
1	54,500	34,100	20,450
2	62,300	38,950	23,400
3	70,100	43,800	26,300
4	77,850	48,650	29,200
5	84,100	52,550	31,550
6	90,350	56,450	33,900
7	96,550	60,350	38,060
8	102,800	64,250	42,380

What is a Section 3 business?

It is a business that is owned by Section 3 residents or Employs Section 3 residents in full-time positions or subcontracts with businesses, which provide economic opportunities to low income persons. A business seeking to qualify for a Section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a Section 3 qualified business under 24 CFR Part 135.

What types of economic opportunities are available under Section 3?

- ❖ Job training
- ❖ Employment
- ❖ Contracts

Examples include:

Administrative/Management

accounting
payroll
research
bookkeeping
purchasing
word processing

Services

appliance repair
florists
marketing
carpet installation
janitorial
photography
catering
landscaping
printing
computer/information
manufacturing
transportation

Construction

architecture
bricklaying
carpentry
cement/masonry
demolition drywall
electrical elevator
construction
engineering fencing
heating
iron works
machine
operation
painting
plastering
plumbing
surveying
tile setting

Section 3 Numerical Goals for satisfying the greatest extent feasible requirement are:

- The Target for New Hires & Training Opportunities is 30% of the aggregate # of new hires.
- Targets for Contracts with Section 3 Business Concerns is, Construction 10% of the total dollar amount. All Other contracts, 3% of the total dollar amount of all other Section 3 covered contracts.

Who will award the economic opportunities?

The City of Vista and its contractors and subcontractors are required to provide economic opportunities to the greatest extent feasible, consistent with existing Federal, State, and local laws and regulations whenever HUD financial assistance is used to fund a project.

Who receives priority under Section 3?

For training and employment:

- ❖ Persons in public and assisted housing
- ❖ Persons in the neighborhood
- ❖ Participants in HUD Youth Build programs
- ❖ Homeless persons

For contracting:

- ❖ Businesses, which fit the definition of a Section 3 business.

What is the Section 3 Business Registry?

The Section 3 Business Registry is a listing of businesses that have self-certified that they meet one of the eligibility criteria of a Section 3 business, and have submitted publicly available information about their firm (i.e. business name, address, type of services provided, etc.) to be included HUD's online database.

To search for Section 3 businesses in your community, register your business, or learn more about HUD's Section 3 Business Registry, please visit www.hud.gov/Sec3biz.

Will HUD require compliance?

Yes. HUD receives annual reports from the City, monitors the performance of contractors and investigates complaints. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses.

What if it appears an entity is not complying with Section 3?

Section 3 residents or businesses that believe that they have been denied employment, training, or contracting opportunities associated with HUD funded projects are encouraged to file a complaint with HUD at the appropriate Regional Office of Fair Housing and Equal Opportunity (FHEO). A copy of the Section 3 Complaint Form (HUD-958) and a list of FHEO Regional Offices can be found online at www.hud.gov/Section3

File a complaint in writing to:

U.S. Department of Housing and
Urban Development 300 N. Los
Angeles Street, Suite 4054
Los Angeles, CA 90012

or to:

Assistant Secretary for Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
451 Seventh Street, S.W.,
Room 5100
Washington, D.C. 20410-2000

A written complaint should contain:

- ❖ Name and address of the person filing the complaint
- ❖ Name and address of subject of complaint (HUD recipient or contractor)
- ❖ Description of acts or omissions in alleged violation of Section 3
- ❖ Statement of corrective action sought



U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON

LABOR STANDARDS

*A Contractor's Guide
to Prevailing Wage Requirements
for Federally-Assisted Construction Projects*

January 2012
Previous versions obsolete

INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations on-line:

<http://www.hud.gov/offices/olr>

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.

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CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 **DAVIS-BACON AND OTHER LABOR LAWS.**

- a. **The Davis-Bacon Act (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

- b. **The Contract Work Hours and Safety Standards Act (CWHSSA).** CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts **except** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of \$100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

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- c. **The Copeland Act (Anti-Kickback Act).** The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.
 - d. **The Fair Labor Standards Act (FLSA).** The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 DAVIS-BACON REGULATIONS.

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7.*** Part 1 explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web:
http://www.dol.gov/dol/allcfr/Title_29.htm

1-3 CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

- a. The labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects

administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts ≤\$100,000) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:
www.hud.gov/offices/adm/hudclips/index.cfm

- b. Davis-Bacon Wage Decisions. The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is “locked-in” and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:
<http://www.wdol.gov>

1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR

The principal contractor (also referred to as the **prime** or **general contractor**) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator, below.)

To make this Guide easier to understand, the term “prime contractor” will mean the principal contractor; “subcontractor” will mean all subcontractors including lower-tier subcontractors; and the term “employer” will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 **RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.**

The **contract administrator** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 2-1, **The Wage Decision**) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see 2-6, **Compliance Reviews**) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs), Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

WHERE TO START? Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I - THE BASICS

2-1 **THE WAGE DECISION.**

Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable Davis-Bacon wage decision.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 1-3, Construction Contract Provisions.

- a. **The work classifications and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the contract administrator (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

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- b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

The Employee Rights under the Davis-Bacon Act poster (WH-1321) replaces the Notice to all Employees. The new poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

2-2 ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an additional classification and wage rate. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

- a. **Additional classification rules.** Additional classifications and wage rates can be approved if:
1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).
 2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
 3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,
 4. The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

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- b. **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.
- c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

- d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 **CERTIFIED PAYROLL REPORTS.**

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

- a. **Payroll formats.** The easiest form to use is DOL's WH-347, Payroll. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are not required to use Payroll form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

- b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. The payroll certification language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions and the Payroll form WH-347 in a "fillable" PDF format at this address:
www.dol.gov/whd/forms/wh347.pdf

- c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See tip box, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you do not need to submit "no work" payrolls!

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- d. **Payroll review and submission.** The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

- e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.
- f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 DAVIS-BACON DEFINITIONS.

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

- a. **Laborer or mechanic.** "Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.
1. **Working foremen.** Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.
 2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

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- b. **Employee.** Every person who performs the work of a laborer or mechanic is “employed” regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics. Labor Relations Letters and other helpful Labor Relations publications are available at HUD’s Labor Relations web site (see the list of web site addresses in the Appendix).

- c. **Apprentices and trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are “apprentices” and “trainees” registered in approved apprenticeship or training programs. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months - 1 year: 70%; etc. The percentage is applied to the journeyman’s wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman’s wage rate on the applicable wage decision for that craft.

1. **Probationary apprentice.** A “probationary apprentice” can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.
2. **Pre-apprentice.** A “pre-apprentice”, that is, someone who is not registered in a program and who hasn’t been DOL- or SAC-certified for probationary apprenticeship is not considered to be an “apprentice” and must be paid the full journeyman’s rate on the wage decision for the classification of work they perform.
3. **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

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- d. **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.
1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.
- e. **Fringe benefits** Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires \$10/hour basic rate plus \$5/hour fringe benefits, you must pay no less than that total (\$15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay \$15 in base wage with no fringe benefits, or you could pay \$12 basic plus \$3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying \$9 basic plus \$6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

- f. **Overtime.** Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

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- g. **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to “kick-back” (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.

Referring, again, to our example above where the wage decision requiring a \$15 total wage obligation (\$10 basic wage plus \$5 fringe benefits) was met by paying \$9 base wage plus \$6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate as stated on the wage decision. In the above example, the employer must pay for overtime: \$15/hr (\$9 basic + \$6 fringe) plus \$5 (one-half of \$10, the wage decision basic rate) for a total of \$20 per hour.

- h. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren’t considered by you to be fully trained as a Carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.
1. **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.
- i. **Site of work.** The “site of work” is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. “Site of work” can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II - REPORTING REQUIREMENTS

2-5 COMPLETING A PAYROLL REPORT.

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

- a. **Project and contractor/subcontractor information.** Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.
- b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for federal labor standards compliance monitoring. Prime contractors may require a subcontractor(s) to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

- c. **Work classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

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1. **Apprentices or trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.
 2. **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.
- d. **Hours worked.** The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.
- e. **Rate of pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you do not participate in approved fringe benefit programs, add the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.
1. **Piece-work.** For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

The effective hourly rate must be reflected on the certified payroll and this hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the overtime rate would be: $(\$10 \times 1 \frac{1}{2}) + \$5 = \$20/\text{hour}$.

- f. **Gross wages earned.** Show the gross amount of wages earned for work performed on this project. Note: For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

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- g. **Deductions.** Show the amounts of any deductions from the gross earnings. “Other” deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

- h. **Net pay.** Show the net amount of wages paid.
- i. **Statement of compliance.** The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer’s weekly payroll no matter how many pages are needed to report the employee data.

- j. **Signature.** Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

2-6 COMPLIANCE REVIEWS.

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see 1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

- a. **On-site interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.
- b. **Project payroll reviews.** The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

The following paragraphs describe common payroll errors and the corrective steps you must take.

- a. **Inadequate payroll information.** If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.
- b. **Missing identification numbers.** If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

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- c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.
- d. **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (see 2-2). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees. (see 2-8 for instructions about wage restitution.)
- e. **Wage rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.
- f. **Apprentices and trainees.** If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.
- g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:
1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at \$10 per day per violation. Or,
 2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.
- h. **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.
- i. **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

- j. **Fringe benefits.** If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred. However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.
- k. **Signature.** If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principle of the firm and that person has not been authorized by principle to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principle or other authorized signatory.
- l. **On-site interview comparisons.** If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction certified payroll report.
- m. **Correction certified payroll.** Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

2-8 RESTITUTION FOR UNDERPAYMENT OF WAGES.

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a certified payroll report.

- a. **Notification** to the Employer/Prime contractor. The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

- b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.
- c. **Correction certified payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for wage restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll.

HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashiers, canceled or other), or employee-signed receipts or waivers.

- d. **Review of correction CPR.** The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.
- e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

to place in a deposit or escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS

WHAT HAPPENS WHEN THINGS GO WRONG?

3-1 INTRODUCTION.

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, “things going wrong” usually means there’s a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

- a. **Additional classifications and wage rates.** Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.
 1. **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

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2. **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by the DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)

- b. **Findings of underpayment.** Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1. **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)
2. **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 WITHHOLDING.

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

3-4 **DEPOSITS AND ESCROWS.**

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and final payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 1-4, Responsibility of the Principal Contractor, and 2-8, Restitution for Underpayment of Wages.

- a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.
- b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor.

- 1. If the employer is unable to make the payments to the workers, e.g., lacks the funds necessary, the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

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2. If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See 2-8(f) and 3-4(a)).

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained in 3-4(c), below.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

- c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 ADMINISTRATIVE SANCTIONS.

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

- a. **DOL debarment.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.
- b. **HUD sanctions.** HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.
 1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

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2. **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of \$1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

ACRONYMS AND SYMBOLS

CDBG -	Community Development Block Grant
CFR -	Code of Federal Regulations
CPR -	Certified Payroll Report
CWHSSA -	Contract Work Hours and Safety Standards Act
DBA -	Davis-Bacon Act
DBRA -	Davis-Bacon and Related Acts
DOL -	Department of Labor
FHA -	Federal Housing Administration
FLSA -	Fair Labor Standards Act
HUD -	Housing and Urban Development (Department of)
IHA -	Indian Housing Authority
LCA -	Local Contracting Agency
LDP -	Limited Denial of Participation
O/T -	Overtime
PHA -	Public Housing Agency
S/T -	Straight-time
SAC -	State Apprenticeship Council/Agency
TDHE -	Tribally-Designated Housing Entity
§ -	Section
¶ -	Paragraph

DAVIS-BACON - RELATED WEB SITES*

HUD Office of Labor Relations:

www.hud.gov/offices/olr

HUD Regulations:

<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

HUDClips (HUD Forms and Publications):

www.hud.gov/offices/adm/hudclips/index.cfm

DOL Davis-Bacon and Related Acts Homepage:

<http://www.dol.gov/whd/contracts/dbra.htm>

DOL Regulations:

<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

Davis-Bacon Wage Decisions:

www.wdol.gov

DOL Forms:

www.dol.gov/whd/programs/dbra/forms.htm

***Web addresses active as of January 2012**

Project Wage Rate Sheet			U.S. Department of Housing and Urban Development Office of Labor Relations			
Project Name:				Wage Decision Number/Modification Number:		
Project Number:				Project County:		
Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Laborers Fringe Benefits		\$
Bricklayers			\$	Group #	BHR	Total Wage
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	Operators Fringe Benefits:		\$
Plumbers			\$	Group #	BHR	Total Wage
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Workers			\$			\$
Tapers			\$			\$
Tile Setters			\$	Truck Drivers Fringe Benefits:		\$
Other Classifications				Group #	BHR	Total Wage
			\$			
			\$			
			\$			
Additional Classifications (HUD Form 4230-A)						
Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Date of HUD Submission to DOL		Date of DOL Approval
			\$			
			\$			
			\$			

U.S. Department of Labor

Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.: 1215-0149 Expires: 12/31/2011
---------------------------------------------------------------------------------------	---------	-------------------------------------------

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
-------------	-----------------	----------------------	-------------------------

(1)	(2)	(3)	OT OR ST.	(4) DAY AND DATE							(5)	(6)	(7)	(8)						(9)			
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION		HOURS WORKED EACH DAY										TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX				OTHER	TOTAL DEDUCTIONS
			O																				
			S																				
			O																				
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

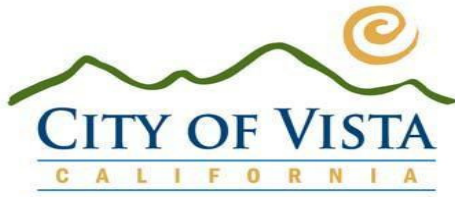
Appendix D:

Grind, leveling course and overlay site map



Appendix E:

City of Vista Engineering Construction Survey Request Instructions and Form



ENGINEERING CONSTRUCTION SURVEY REQUEST INSTRUCTIONS AND STAKING REQUEST FORM

All engineering construction surveys are initiated by a written request from the Contractor or his representative. Requests from the Contractor shall be directed to the City of Vista's Engineering Inspector assigned to the Project and be **RECEIVED A MINIMUM OF THREE (3) WORKING DAYS (72 HOURS)** prior to date survey information is required.

Contractor should include the following information on the Construction Survey Request Form (as identified on the form with " * "):

- Name of City's Engineering Inspector assigned to the Project;
- Date of request (mm/dd/yyyy);
- Request method (e.g.: request form mailed to Engineering Inspector's office, or delivered to Engineering Inspector's office, or delivered to the Engineering Inspector by e-mail, or delivered directly to Engineering Inspector, or delivered to the Engineering Inspector by fax, etc.);
- Project name and City's C.I.P. number;
- Contractor's company name and contact phone number(s) (including area codes);
- Contractor's (or his representative's) name (printed) and contact phone number(s) (including area codes);
- Description and priority of construction survey work requested (e.g.: clear and grub limits, rough grade, offsets for brow ditch, retaining walls, street centerline, right-of-way, curb, water, sewer, storm drain, drainage structures, building, dry utilities, walls, structures, blue tops, final monuments, miscellaneous, etc.);
- Specific date construction survey information is required by (ASAP is not acceptable) (Contractor is guaranteeing area will be ready for stakes when submitting request);
- Expected construction survey product to be provided (e.g. type, distance and side of offsets, staking frequency, begin and end station limits, survey information on stakes or with PK nails and paint, etc.);
- Contractor's (or his representative's) signature.

City's Engineering Inspector should include the following information on the Construction Survey Request Form after it is received from the Contractor (as identified on the form with " ** "):

- City's Engineering Inspector should date and time stamp the Engineering Survey Request Form after it is received from the Contractor and then forward a copy of the survey request to the surveyor contracted by the City of Vista for the Project.

The Survey Party Chief should include the following information on the Construction Survey Request Form after it is received from the City's Engineering Inspector (as identified on the form with " *** "):

- The Survey Party Chief shall list the start date (and if survey staking is not completed on the date started, add date completed), sign and submit the original Survey Request Form back to the City's Engineering Inspector.

If the City's Engineering Inspector receives a construction survey request that he or the Survey Party Chief determines to be a restake, he should complete the bottom of the form (" ** ").

Appendix F:

City of Vista Stormwater Management Permit Application Form & Reference Information



CITY OF VISTA STORMWATER MANAGEMENT PERMIT INSTRUCTIONS

To accompany all grading and/or building permit application(s).

In order to comply with the federal Clean Water Act, the state Water Code and City Ordinances, the City of Vista requires that property owners and/or contractors complete a Stormwater Management Permit prior to issuance of any grading and/or building permit(s). The purpose of a Stormwater Management Permits to document Best Management Practices (BMPs) that will be implemented to prevent pollutants (including sediment) from entering stormwater conveyances and receiving waters. The Stormwater Management Permit becomes a part of the grading and/or building permit(s) and is subject to enforcement by City of Vista Inspectors and others. Stormwater Management Permits include the elements described in the following sections:

SECTION 1: REQUIRED INFORMATION – This section is used to provide the City with basic information necessary to evaluate and prioritize project activities. Each of the items in this section must be completed, except projects with less than 1 acres of disturbed area are not required to have a Waste Discharge Identification Number (WDID). Grading projects with a disturbed area of greater than 1 acres must also meet additional requirements from the State Water Resources Control Board (SWRCB). Those additional requirements include filing a Notice of Intent (NOI) and preparation of a Stormwater Pollution Prevention Plan (SWPPP). Please note that watercourses and waterbodies include ephemeral drainages (i.e. those that are dry during part of the year).

SECTION 2: BEST MANAGEMENT PRACTICES – Best Management Practices (BMPs) must be selected and implemented to prevent erosion and construction-related materials, sediment, wastes and spills from entering stormwater conveyance system and receiving waters.

NOTE: It is the responsibility of the property owner and/or the contractor to determine the types of BMPs that will be used, as well as the levels of application necessary to comply with the City of Vista's Stormwater and Grading Ordinances. Failure to prevent soil erosion and discharges of sediment and other pollutants from construction sites is subject to enforcement by the City, RWQCB or others. At a minimum, the City requires that the BMPs designated as required in Table 1 (attached) be installed and maintained for all construction projects, as applicable. Additional BMPs listed in Table 1 may also be required in correlation to a project's scope, potential for discharges and proximity to a watercourse or other receiving waters. The property owner and/or contractor must complete Table 2 (attached) indicating which BMPs will be used.

BMP manuals can be found at the City of Vista's permit counter. These manuals include all of the referenced BMPs listed in Table 1 from the *Caltrans Storm Water Quality Handbooks* and the *California Stormwater BMP Handbooks*.

The entire manuals may also be ordered directly from the following sources:

Caltrans Manuals
Caltrans Publications unit
(916) 445-3520
(916) 324-8997 Fax

California Stormwater BMP Handbook
Municipal, Construction & Industrial/Commercial
(510) 444-6771



CITY OF VISTA

STORMWATER MANAGEMENT PERMIT

This form must be submitted with all grading and/or building permit application(s).

SECTION 1. REQUIRED INFORMATION		
Grading and/or Building Permit Application Number:		Project Name:
Name of Project Contact Person:		Project Address or Location:
Title:	Phone #:	
Grading Start Date:	Grading Finish Date:	
Project Start Date:	Project Finish Date:	
		APN NO.
Estimated amount of disturbed acreage: _____ (If equal to or greater than 5 acres, you must also provide a WDID number from the SWRCB) WDID _____		
Are there any watercourses or waterbodies within 50 feet of the limits of soil disturbance? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Does the project site have or propose slopes higher than 25 feet or steeper than 1:1? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Does the soil type have high erosion potential (fine grain soil like sand, silt, fine disintegrated granite)? <input type="checkbox"/> YES <input type="checkbox"/> NO		
SECTION 2 BEST MANAGEMENT PRACTICES		
<p>The goal of stormwater management planning is to reduce pollution to the maximum extent practicable by implementing Best Management Practices (BMPs). There are five categories of BMPs: 1) Erosion control practices, and; 2) Velocity reduction, and; 3) Sediment control practices, and; 4) Offsite sediment tracking control, and; 5) General site and; materials management. BMPs from each of the five categories must be used together as a system in order to prevent erosion, sediment, waste, spills, and residues from leaving the site. When properly implemented, monitored and maintained, BMPs will function to prevent pollutants (including sediment) from leaving the site. It is the responsibility of the property owner and the contractor to determine the types of BMPs that will be used, as well as the levels of application necessary to comply with the City of Vista's Stormwater and Grading Ordinances.</p> <p><u>Best Management Practice Table</u></p> <p>Table 1 (attached) must be used to select those BMPs that will be used to prevent stormwater pollution. At a minimum, the City requires that the BMPs designated as required in Table 1 be installed on all construction projects. However, some BMPs may not be applicable to every project. For example, if storm drain inlets are not present, then Storm Drain Inlet Protection (BMP SC10) would not be applicable. Table 2 (attached) must be completed by the project proponent to indicate which BMPs will be used.</p> <p><u>Grading and/or Building Plan(s) Best Management Practice Checklist</u></p> <p>The following applicable information shall be shown on the grading, building and/or erosion control plans:</p> <ul style="list-style-type: none"><input type="checkbox"/> Project boundaries<input type="checkbox"/> Footprint of any existing structures and facilities.<input type="checkbox"/> Footprint of all structures and facilities to be constructed.<input type="checkbox"/> Limits of grading.<input type="checkbox"/> Site entrances and exits.<input type="checkbox"/> Areas of soil disturbance, cut and/or fill.<input type="checkbox"/> Vegetative areas to remain undisturbed.<input type="checkbox"/> Designated materials storage areas.<input type="checkbox"/> Existing and proposed grades of the site, along with any intermediate grades that will significantly affect site drainage patterns.<input type="checkbox"/> Location(s) where runoff from the site may enter storm drain(s), channel(s), and/or receiving waters. <p>Please note that each of the items identified by a check (✓) in Table 1 must be included on the plans, and labeled with the designation found in the tables (for example, SS-7).</p>		
SECTION 3. CERTIFICATION		
<p><i>The following certification must be signed before a Grading and/or Building Permit(s) will be issued.</i></p> <p>I have read and understand that the City of Vista has adopted minimum requirements for stormwater management of construction activities. I certify that the BMPs I have selected from Table 1 and documented in Table 2 will be implemented to effectively minimize the potentially negative impacts of this project's construction activities on stormwater quality. I further agree to install monitor, maintain or revise the selected BMPs to ensure their effectiveness.</p> <p>I also understand that non-compliance with the City of Vista's Stormwater and Grading Ordinances may result in enforcement by the City, including fines, citation, stop-work orders, cease and desist orders or other actions.</p> <p>Property Owner /Contractor _____ Date _____</p>		

Table 1.0 Minimum Construction Best Management Practices (BMPs)

Storm Water Best Management Practices (BMP)		BMP Identification Number	Daily Work	Site Preparation and Earthmoving	Construction or Relocation of Below Ground Structures and/or Utilities								Construction of Above Ground Structures					Roadways, Walkways and Parking Lots				Earthwork			Waterways					Planting and Landscaping			
				Cleaning and Grubbing	Demolition of Pavement	Constructing Access Roads	Foundations	Saw Cutting	Trenching	Conduits (Open Cuts)	Drilling	Tunnels	Wood Frame	Structural Steel	Masonry and Concrete	Roofing and Coating	Concrete	Asphalt	Base and Subgrade	Grading	Stockpiling	Material Mining (Sand & Aggregate)	Channel Improvement	Water and Sediment Impoundment	Over Crossing	Under Crossing	Waterfront Construction	Irrigation Facilities	Seeding and Sodding	Mulching	Planting	Habitat Restoration	
SELECTION GUIDE	✓ Indicates mandatory BMP	CALTRANS Stormwater Quality Handbooks																															
		California Stormwater BMP Handbook (Construction)	CA40	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
	✓	Employee & Subcontractor Training Materials Management (select all applicable to site activities)																															
		Material Delivery / Storage	WM-1																														
		Material Use	WM-2																														
		Spill Prevention and Control	WM-4																														
	✓	Waste Management																															
	✓	Solid Waste Mgmt	WM-5																														
	✓	Sanitary / Septic Waste Mgmt	WM-9																														
	✓	Concrete Waste Mgmt	WM-8																														
	✓	Hazardous Waste Mgmt	WM-6																														
	✓	Contaminated Soil Mgmt	WM-7																														
	OFFSITE SEDIMENT TRACKING CONTROL (must select 1 or more)			✓																													
		Entrance/Exit Inspection, Cleaning																															
	✓	Stabilized Construction Entrance/Exit	TC-1	ESC24	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
	Construction Road Stabilization	TC-2	ESC23	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
	Entrance/Exit Tire Wash	TC-3		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
	Vehicle & Equipment Management																																
	Vehicle & Equipment Cleaning	NS-8	CA30	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
	Vehicle & Equipment Fueling	NS-9	CA31	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
	Vehicle & Equipment Maintenance	NS-10	CA32	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
	Construction Practices (select all applicable to site activities)	✓																															
	Water Conservation	NS-1		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
	Structure Construction & Painting	WM-6	CA03																														
	Paving Operations	NS-3	CA02																														
	Dewatering Operations	NS-2	CA01																														
VELOCITY REDUCTION (select all applicable to site)			✓																														
	Outlet Protection	SS-10	ESC40		x	x	x	x	x																								
	Check Dams	SC-4	ESC41		x	x	x	x	x																								
	Flared Culvert End Sections	SS-10			x	x	x	x	x																								
	Slope Roughening & Terracing	NA	ESC42		x	x	x	x	x																								

Table 1.0 Minimum Construction Best Management Practices (BMPs) (continued)

Table 2.0 Selected Construction Best Management Practices (BMPs)

Storm Water Best Management Practices (BMP)	BMP Identification Number	BMP Selected			Implementation Date	Maintenance Schedule	Other Notes
		✓	Shown on plans?	If not shown on plans, why?			
	Indicates BMP						
GENERAL SITE MANAGEMENT							
Employee & Subcontractor Training							
Materials Management (select all applicable to site activities)	✓						
Material Delivery / Storage							
Material Use							
Spill Prevention and Control							
Waste Management	✓						
Solid Waste Mgmt	✓						
Sanitary / Septic Waste Mgmt	✓						
Concrete Waste Mgmt	✓						
Hazardous Waste Mgmt	✓						
Contaminated Soil Mgmt	✓						
OFFSITE SEDIMENT TRACKING CONTROL (must select 1 or more)							
Entrance/Exit Inspection, Cleaning	✓						
Stabilized Construction Entrance/Exit	✓						
Construction Road Stabilization							
Entrance/Exit Tire Wash							
Vehicle & Equipment Management							
Vehicle & Equipment Cleaning							
Vehicle & Equipment Fueling							
Vehicle & Equipment Maintenance							
Construction Practices (select all applicable to site activities)	✓						
Water Conservation							
Structure Construction & Painting							
Paving Operations							
Dewatering Operations							
VELOCITY REDUCTION (select all applicable to site)	✓						
Outlet Protection							
Check Dams							
Flared Culvert End Sections							
Slope Roughening & Terracing							
EROSION CONTROL							
Site Planning Considerations	✓						
Scheduling	✓						
Preservation of Exist Vegetation	✓						

This information is available in alternate format by request to Joan Turley at (760) 639-6100.

Table 2.0 Selected Construction Best Management Practices (BMPs) (continued)

Storm Water Best Management Practices (BMP)		BMP Identification Number		BMP Selected			Implementation Date	Maintenance Schedule	Other Notes
				✓	Shown on plans?	If not shown on plans, why?			
	Indicates mandatory BMP	CALTRANS Stormwater Quality Handbooks	California Stormwater BMP Handbook (Construction)						
EROSION CONTROL (continued)									
	✓								
	✓	SS-4	ESC10						
	✓	SS3,6,8	ESC11						
	✓	SS-4							
	✓	NA							
	✓								
	✓								
	✓		ESC21						
	✓	SS-7	ESC20						
	✓	SS-5							
	✓	SS-5							
	✓	NS-4	ESC22						
		SS-9	ESC30						
		SS-9							
		SS-9	ESC31						
		SS-11	ESC32						
SEDIMENT CONTROL (must select 1 or more)									
	✓								
	✓	SC-1	ESC50						
	✓	SC-9	ESC51						
	✓	SC-6, SC-8	ESC52						
	✓	NA	ESC53						
	✓	SC-10	ESC54						
	✓	SC-5							
	✓	SC-3	ESC55						
	✓	SC-2	ESC56						

Appendix G:

Potential Staging and Storage Area Exhibits



DATE: Oct 2023

SUBJECT: Potential Construction Staging and Storage

PROJECT: 2023 Pedestrian Mobility Sidewalks Project - CIP 8290

Future Benito Juarez Park

Temporary construction staging area. Provide pictures prior to disturbance, provide BMPs, restore to pre-use condition

red = sidewalk improvements

Potential Staging Area at Future Benito Juarez Park

Future Benito Juarez Park

Temporary construction staging area. Provide pictures prior to disturbance, provide BMPs, restore to pre-use condition

red = sidewalk improvements

W California Av

Avenida De Benito Juarez

Avenida De La Plaza

W Connecticut Av

Potential Staging Area at Future Benito Juarez Park

Calle Independencia

Future Benito Juarez Park

Temporary construction staging area. Provide pictures prior to disturbance, provide BMPs, restore to pre-use condition

red = sidewalk improvements

W California Av

Avenida De Benito Juarez

Avenida De La Plaza

W Connecticut Av

Potential Staging Area at Future Benito Juarez Park

Calle Independencia

Future Benito Juarez Park

Temporary construction staging area. Provide pictures prior to disturbance, provide BMPs, restore to pre-use condition

red = sidewalk improvements

W California Av

Avenida De Benito Juarez

Avenida De La Plaza

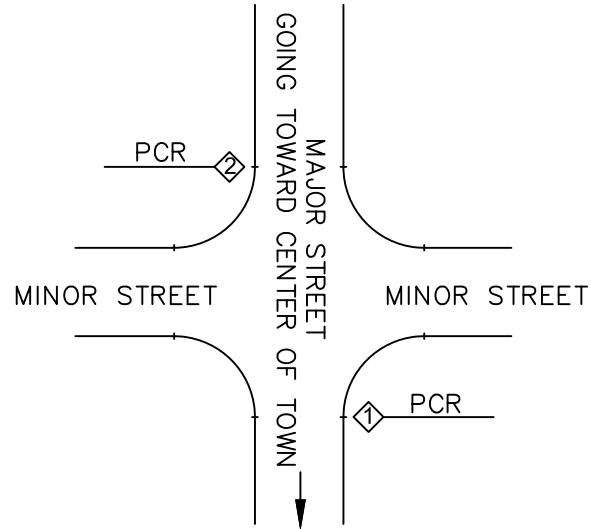
W Connecticut Av

Potential Staging Area at Future Benito Juarez Park

Calle Independencia

Appendix H:

**City of Vista Standard Drawings, Pacific
Geosource Forta-Fi Fibers
and Ace XP Polymer Fiber**



STREET NAME SIGN LOCATION

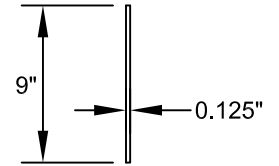
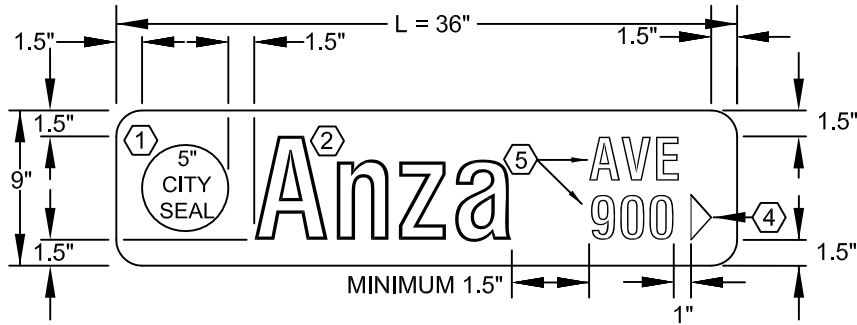
(NUMBERS INDICATE PRIORITY
OF LOCATION SELECTION)

CURB AND SIDEWALK	SIDEWALK W I D T H	SETBACK
CONTIGUOUS	EQUAL TO OR LESS THAN 6'	SIDEWALK WIDTH + 0.5' (4' MINIMUM)
CONTIGUOUS	GREATER THAN 6'	1.5'
SEPARATE	4' MINIMUM	PARKWAY WIDTH - 1'

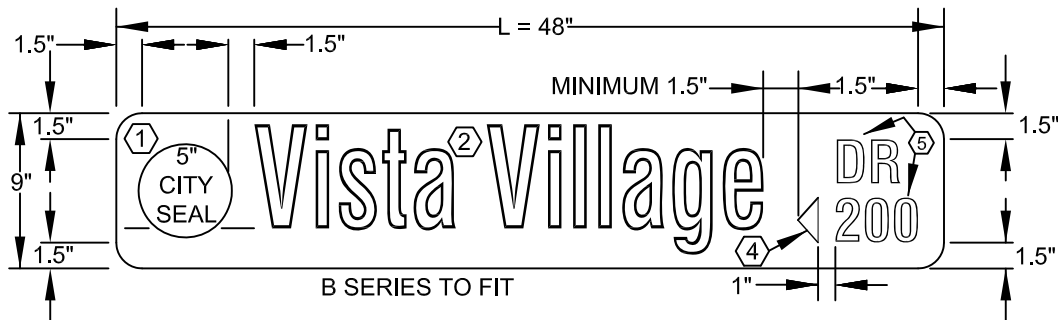
NOTES:

1. HOLE SPACING SHALL MATCH THE HOLES IN THE EXTRUDED BLADES.
2. BRACKET TO BE DIE CAST ALUMINUM.
3. ALL ATTACHING SCREWS SHALL BE STAINLESS STEEL VANDAL PROOF TYPE.

Revision	By	Apprvd	Date	CITY OF VISTA STANDARD DRAWING	
Updated	TR	SS	03/01/12		
Updated	GL	HH	05/07/14	PUBLIC STREET NAME SIGN DETAILS (FOR NON-SIGNALIZED INTERSECTIONS)	
				CITY ENGINEER, RCE 55075	DATE
				DRAWING NUMBER: SRF-01A	



SIGN BLADE SECTION



* SEE NOTE (3) BELOW

TYPICAL PUBLIC STREET NAME SIGN LAYOUT

TYPICAL LAYOUT OF LEGEND ON VARIABLE LENGTH SIGN BLADE OF EXTRUDED ALUMINUM WITH (DIAMOND GRADE 3) REVERSE SCREENED REFLECTIVE SHEETING WITH DIAMOND GRADE WHITE LETTERS.

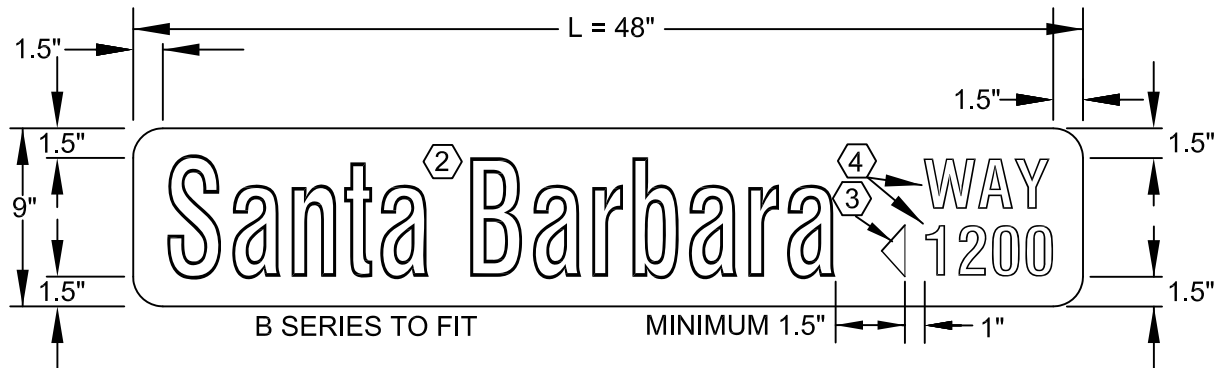
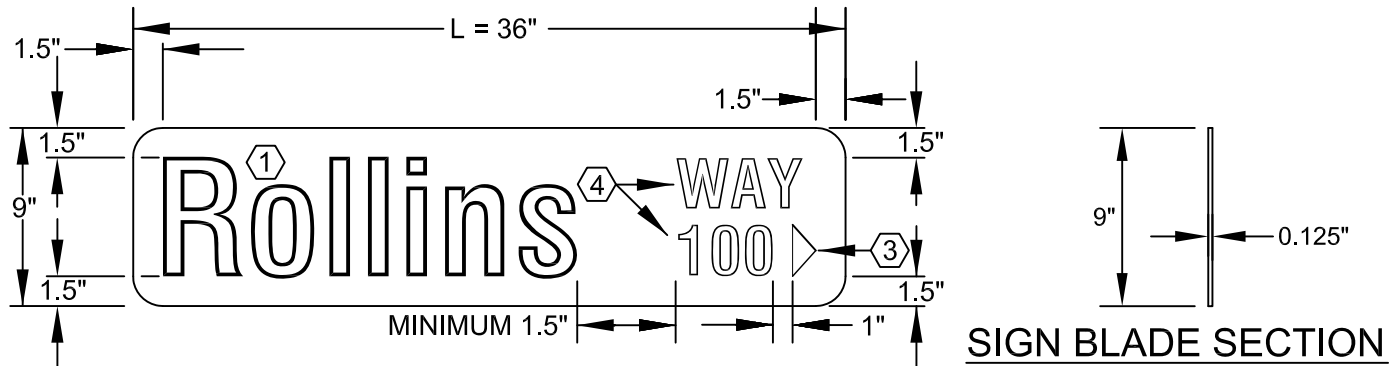
- (1) REFLECTIVE 5" CITY SEAL ON THE LEFT SIDE OF ALL 9' HIGH PUBLIC STREET NAME SIGNS.
- (2) 6" FOR UPPER CASE LETTERING AND 4.5" FOR LOWERCASE LETTERING (C SERIES). SUFFIX/BLK # 2.5" C SERIES.
- (3) * 2.5" E.D. FOR HANGING LEGEND; 6" FOR UPPERCASE LETTERING AND 4.5" FOR LOWERCASE LETTERING (C SERIES) (B TO FIT). SUFFIX/BLK# 2.5" C SERIES.
- (4) ARROW TO BE 1.17" WIDE AND 2.61" HIGH.
- (5) PREFERRED ABBREVIATIONS:

AVENUE:	AV. OR AVE.	DRIVE:	DR.	PARK:	PK.	STREET:	ST.
BOULEVARD:	BL. OR BLVD.	HEIGHTS:	HTS.	PARKWAY:	PKY. OR PKWY.	TERRACE:	TER.
CANYON:	CYN.	HIGHWAY:	HWY.	PLACE:	PL.	TRAIL:	TR.
CIRCLE:	CIR.	LANE:	LN.	ROAD:	RD.	WAY:	WY. OR WAY

NOTE: SEE THE CITY OF VISTA TRAFFIC (TRF) STANDARD DRAWING TRF-03 FOR THE DESIGN CRITERIA FOR STREET NAME SIGNS ATTACHED TO THE TRAFFIC SIGNAL MAST ARM AT SIGNALIZED INTERSECTIONS.

Revision	By	Apprvd	Date	CITY OF VISTA STANDARD DRAWING	
Updated	TR	SS	03/01/12		
				PUBLIC STREET NAME SIGN DETAILS (FOR NON-SIGNALIZED INTERSECTIONS)	CITY ENGINEER, DATE
					RCE 55075
					DRAWING NUMBER: SRF-01B

Brass LN
100 ▶

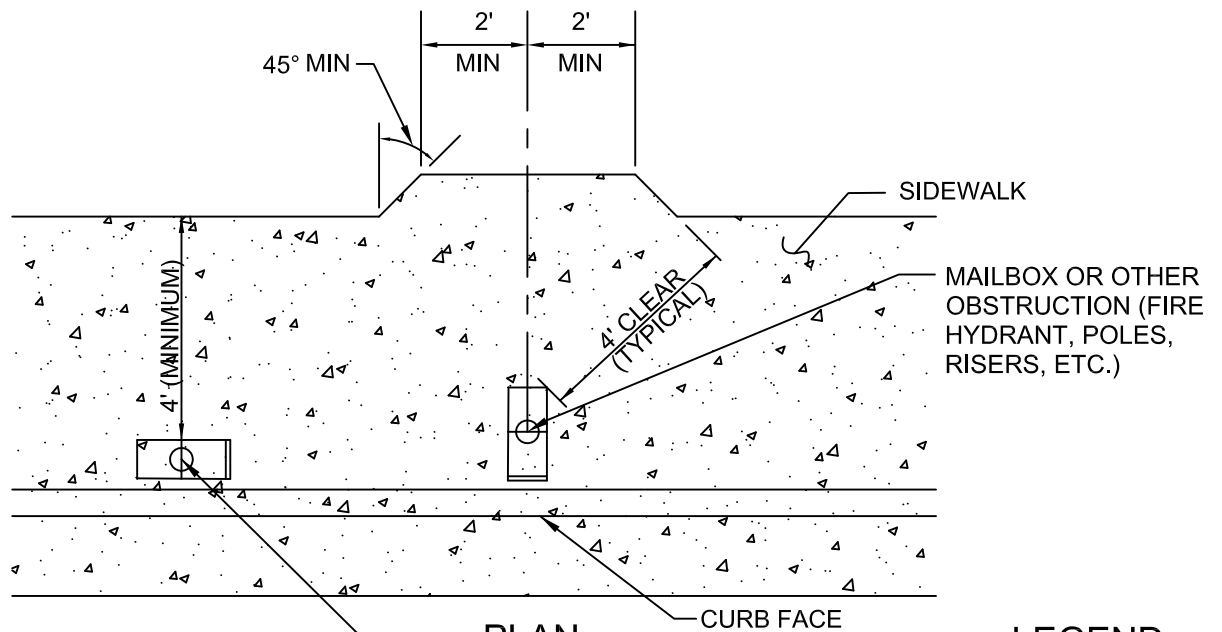


TYPICAL PRIVATE STREET NAME SIGN LAYOUT

TYPICAL LAYOUT OF LEGEND ON VARIABLE LENGTH SIGN BLADE OF EXTRUDED ALUMINUM WITH (DIAMOND GRADE 3) REVERSE SCREENED REFLECTIVE SHEETING WITH DIAMOND GRADE WHITE LETTERS.

- ① 6" FOR UPPERCASE LETTERING AND 4.5" FOR LOWERCASE LETTERING (C SERIES).
SUFFIX/BLK#" 2.5" C SERIES.
 - ② 6" FOR UPPER CASE LETTERING AND 4.5" FOR LOWERCASE LETTERING (C SERIES) (B TO FIT).
SUFFIX/BLK#" 2.5" C SERIES.
 - ③ ARROW TO BE 1.17" WIDE AND 2.61" HIGH.
 - ④ PREFERRED ABBREVIATIONS:
- | | | | | | | | |
|------------|--------------|----------|------|----------|---------------|----------|------|
| AVENUE: | AV. OR AVE. | DRIVE: | DR. | PARK: | PK. | STREET: | ST. |
| BOULEVARD: | BL. OR BLVD. | HEIGHTS: | HTS. | PARKWAY: | PKY. OR PKWY. | TERRACE: | TER. |
| CANYON: | CYN. | HIGHWAY: | HWY. | PLACE: | PL. | TRAIL: | TR. |
| CIRCLE: | CIR. | LANE: | LN. | ROAD: | RD. | WAY: | WY. |

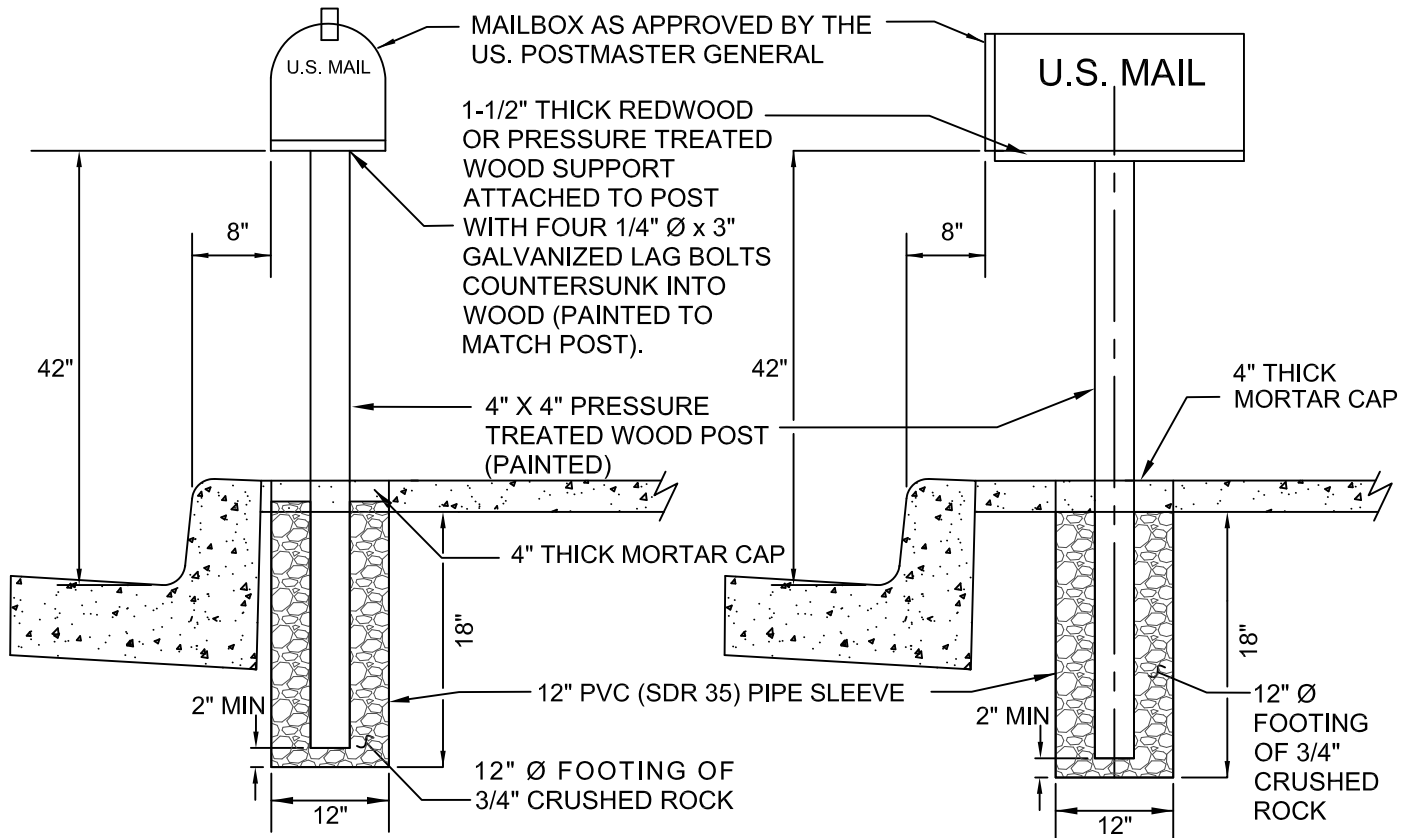
Revision	By	Apprvd	Date	CITY OF VISTA	
Updated	TR	SS	03/01/12	STANDARD DRAWING	
				PUBLIC STREET NAME SIGN DETAILS (FOR NON-SIGNALIZED INTERSECTIONS)	CITY ENGINEER, DATE
					RCE 55075
					DRAWING NUMBER: SRF-01C



MAILBOX CAN BE SET SIDWAYS, WITH OPENING INLINE WITH ROADWAY TRAVEL DIRECTION, IN ORDER TO MAINTAIN A 48" PATH OF TRAVEL. CAN BE UTILIZED ONLY IF RIGHT-OF-WAY OR OTHER OBSTRUCTION LIMITS SIDEWALK WIDTH

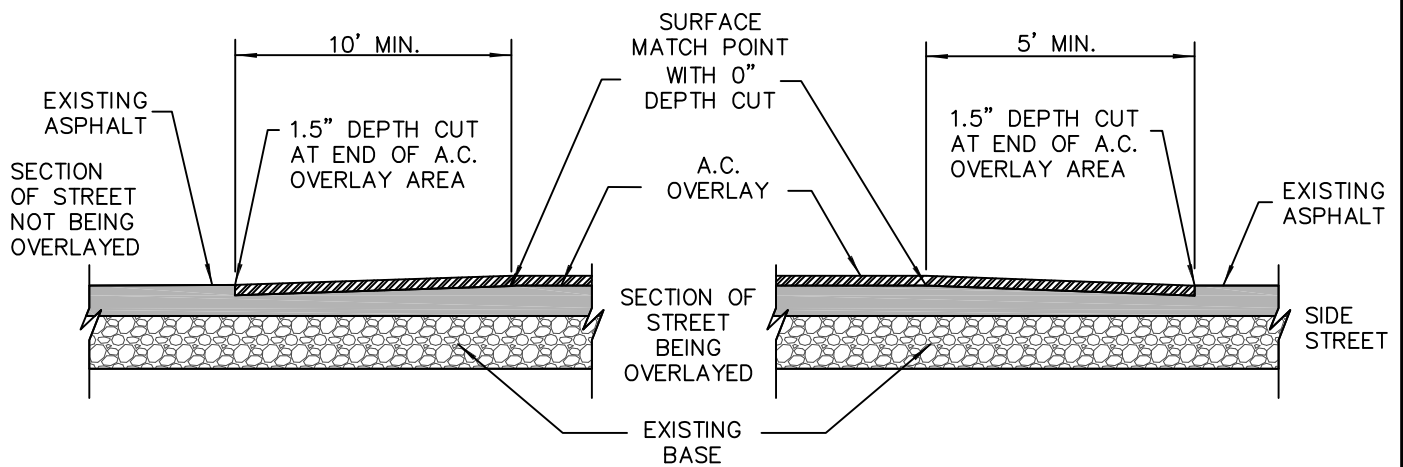
PLAN
NO SCALE

LEGEND



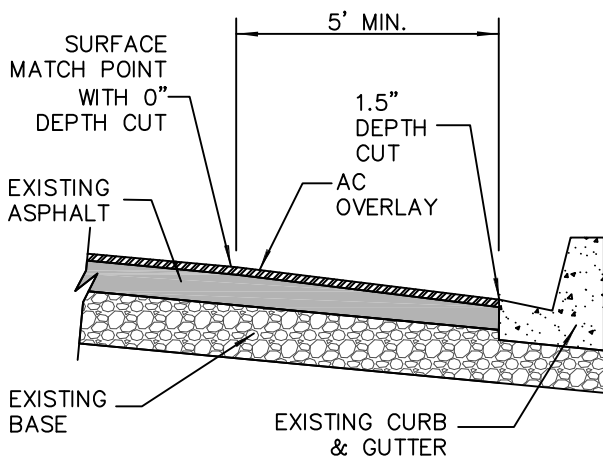
ELEVATION
NO SCALE

Revision	By	Apprvd	Date	CITY OF VISTA STANDARD DRAWING	
New		TH	08/23/90		
Updated	TR	GM	02/11/13	MAILBOX INSTALLATION IN SIDEWALK	
Updated	GL	HH	05/07/14		
				CITY ENGINEER, DATE RCE 55075	
				DRAWING NUMBER: SRF-04	

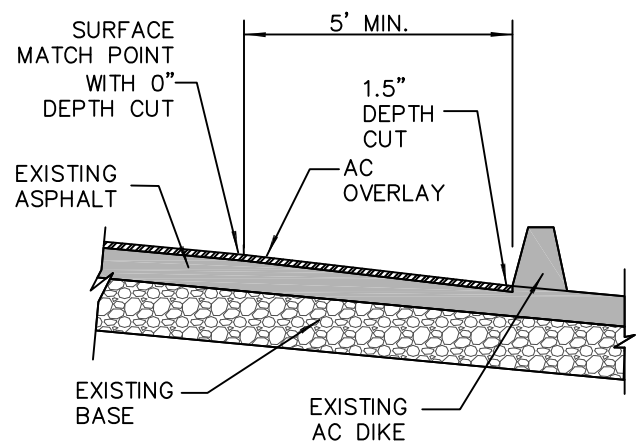


HEADER CUT ACROSS STREET

HEADER CUT AT SIDE STREET

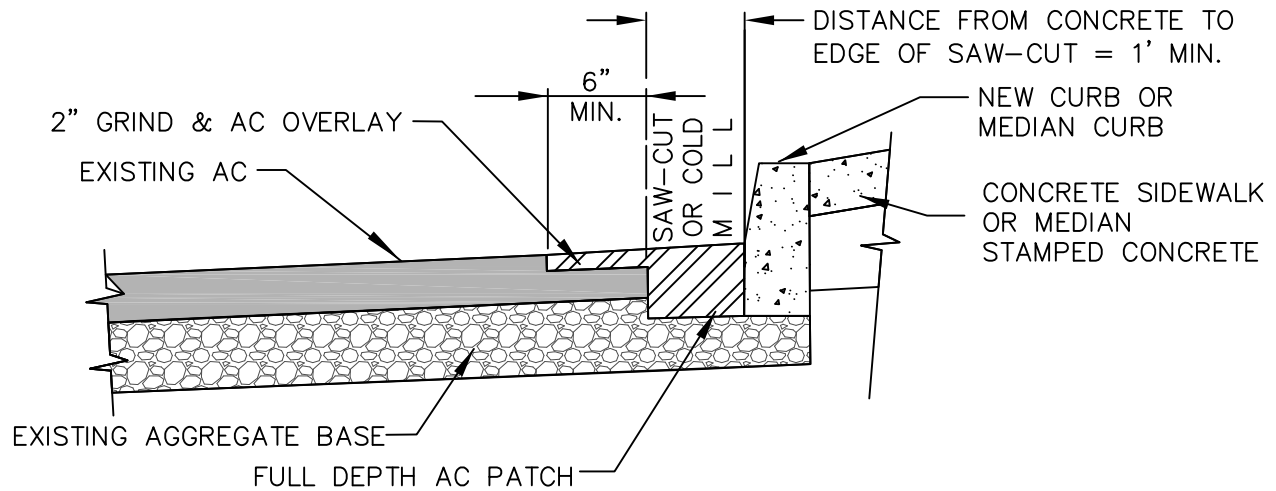
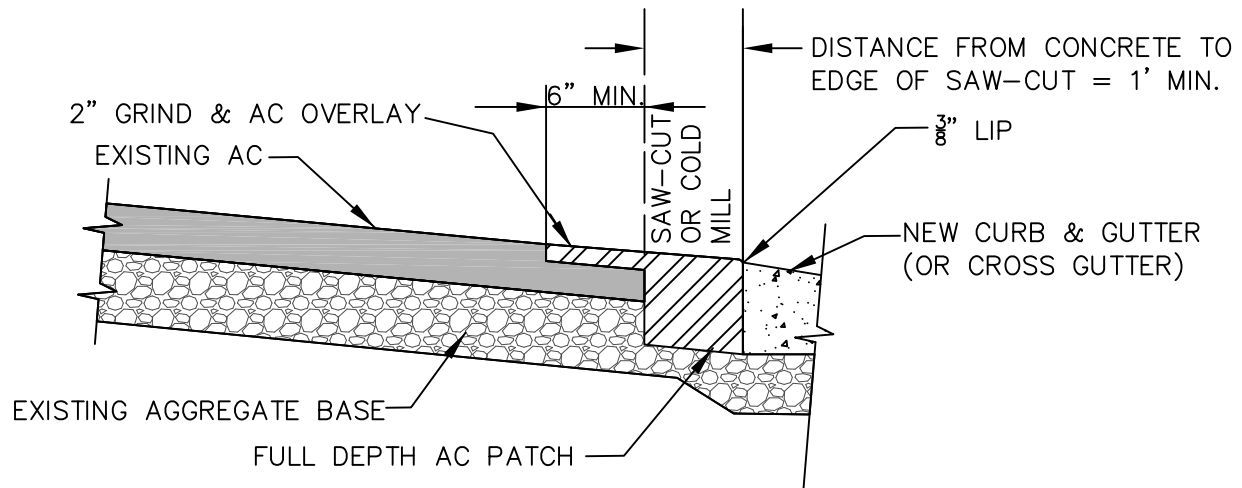


**EDGE CUT NEXT TO
EXISTING CURB & GUTTER**



**EDGE CUT NEXT TO
EXISTING AC DIKE**

Revision	By	Apprvd	Date	CITY OF VISTA STANDARD DRAWING	
New	GL	SS	09/01/11		
				COLD MILLING DETAILS	CITY ENGINEER, DATE RCE 55075
					DRAWING NUMBER: SRF-12



PAVEMENT RESTORATION FOR CURB & GUTTER OR CROSS GUTTER

Revision	By	Apprvd	Date	CITY OF VISTA STANDARD DRAWING	
New	GL	TS	09/01/11		
				PAVEMENT RESTORATION DETAILS	CITY ENGINEER, DATE RCE 55075
					DRAWING NUMBER: SRF-13



FACT DATA SHEET & INSTALL GUIDE

FORTA-FI®

Fiber Reinforcement for Asphalt

FORTA-FI® asphalt fiber features millions of high-tensile strength fibers that are dispersed into each ton of asphalt mix during the plant production process. FORTA-FI is the simplest way to reinforce asphalt. Benefits achieved include greater resistance to fatigue, reflective, and thermal cracking, rutting, and crack propagation. FORTA-FI reinforced asphalt mixes build stronger, more durable pavements, significantly reducing life-cycle costs of your roadway.

Features /

- High Tensile Strength Aramid Fibers
- Complete and Uniform Dispersion & Distribution
- Feeds Easily into Batch or Drum Plants
- Superior Technical Support and Guidance

Benefits /

- Stronger, More Durable Asphalt; Increased Service Life
- Fatigue, Reflective, and Thermal Cracking and Rutting Resistance
- No Change to Mix Design or Construction Process
- Easier Compaction

FORTA-FI Reinforced Asphalt /

FORTA-FI fiber blend is added directly to the asphalt mix during production creating a three-dimensional material reinforcement throughout the entire asphalt layer. This reinforcement helps control thermal, reflective, and fatigue cracking, as well as reduce rutting and raveling.

FORTA-FI is a cost-effective way to improve the durability and longevity of a variety of pavement applications such as airports, streets, highways, interstates, and industrial parking lots, etc. Additionally, FORTA-FI can be used as a stabilizing agent in SMA's and OGFC's.



FORTA-FI

Physical Properties /

Fiber	Aramid	Polyolefin
Specific Gravity	1.44	0.91
Density	2,427 lb/cu yd (1,440 kg/cu m)	1,534 lb/cu yd (910 kg/cu m)
Tensile Strength	400 ksi (2,758 MPa)	N/A*
Operating Temperature	-100 – 800°F (-73 – 427°C)	N/A*
Length	0.75 in (19 mm)	0.75 in (19 mm)
Form	Monofilament	Serrated
Color	Yellow	Yellow
Acid Resistance	Inert	Inert
Alkali Resistance	Inert	Inert

* Fibers will melt or become plastically deformed during asphalt mix production.

Table 1.

Delivery, Storage, and Handling /

Deliver FORTA-FI fiber-reinforcement in sealed, undamaged containers with labels intact and legible, indicating material name and lot number. Deliver fiber-reinforcement to plant location convenient to where it will be introduced into the mixing process. Material should be covered and stored off the ground. **Do not allow boxes to become wet.**



Plant Introduction: Continuous Drum Plant /

FORTA-FI reinforcement fiber will be added at a rate of **one pound per ton** of asphalt concrete.

- A. For projects larger than 3,000 tons with daily production quantities exceeding 1,000 tons per day, it is recommended that fiber-reinforcement be added using a fiber metering device (FMD).

The FMD will be supplied by Pacific GeoSource and will be accompanied by an experienced technician who will set up and run the machine for the duration of the project. If an FMD is purchased or leased, certified personnel from Pacific GeoSource will provide fiber feeding training and certification for plant personnel as needed.



Figure 1: Voyager Portable Fiber Feeder.

1. The FMD requires a 240/480 volt electrical hookup at the plant and should be installed and tested prior to the start of asphalt production.
2. The FMD holds 300 pounds of fiber-reinforcement in the storage hopper at one time. Fiber should be loaded into the FMD in bulk without any plastic bags. During production, the hopper should be refilled prior to reaching a minimum fiber quantity of 30 pounds.
3. The FMD is a weigh-in-motion drum and blower system which utilizes highly sensitive load cells to precisely meter and dispense the fiber. This innovative fiber feeding system certifies the feed rate matches the plant production rate ensures a dosage rate of one pound per ton. Fiber metering data is recorded and can be downloaded from the device as required.

4. Fiber-reinforcement is fed from the FMD into the drum via a flexible 4-in clear hose through the RAP port or other suitable entry point. The fiber injection point should be after fines collection and before the addition of liquid asphalt, so that mixing may occur within the hot aggregate prior to coming in contact with liquid binder.

5. A minimum plant production temperature of 220°F is recommended.

- B. For projects smaller than 3,000 tons, it is recommended that fiber be fed manually via one of two procedures.

One Pound Bags

1. Place individual one-pound bags onto the recycled asphalt pavement (RAP) belt at a rate matching the output of the plant in tons per hour (TPH) per Equation 1.

Equation 1:

$$3600/\text{Tons per Hour}$$

For example, for an operation at 300 TPH, the dosage rate is

$$3600/300 = 12 \text{ (place 1 bag every 12 seconds)}$$



Figure 2: One pound bags on RAP belt.

2. Plastic bag will melt instantly when bag enters drum and fibers will disperse into the mix. A minimum plant production temperature of 275°F is recommended to fully melt the plastic bag.
3. Adding multiple one-pound bags at once is not recommended.



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Little Shot Fiber Feeder

1. Provided by Pacific GeoSource on a short-term lease, the Little Shot is a small portable unit which requires an air compressor and a 4-in diameter hose to direct flow of loose fibers through the RAP port.



Figure 3: *Little Shot™* Fiber Feeder.

2. The Little Shot should be used when the temperatures inside the drum at the RAP entrance are insufficient to immediately melt the plastic bag to release the fiber. Scenarios in which this could occur include warm mix processes where drum temperatures are less than 315 °F or high and/or saturated RAP contents.
3. Individual one-pound bags of FORTA-FI are opened and feed into the Little Shot at a rate matching the output of the plant (see part 1 above).

Plant Introduction: Batch Plant /

FORTA-FI reinforcement fiber will be added at a rate of **one pound per ton** of asphalt concrete.

One Pound Bags

1. Add individual one-pound bags to the aggregate in the weigh hopper. Plant operations are typically unaffected, and modifications are not needed. However, depending on plant operations, slight modifications to dry or wet mixing times may be required.
2. One-pound bags are to be added to match batch plant production. For example, for a batch operation of 3 tons, three bags of FORTA-FI would be required to meet the dosage of one pound per ton.

3. The plastic bag will melt, and fibers will disperse into the mix.



Figure 4: Manual Bag Feed at Batch Plant.

Big Shot Fiber Feeder

1. Provided by Pacific GeoSource by lease or available for purchase, the Big Shot Fiber Feeder unit requires an air compressor and 8-in PVC piping to direct flow of 1-lb fiber bags into the weigh hopper. Plant operations are typically unaffected, and modifications are not needed. However, depending on plant operations, slight modifications to dry or wet mixing times may be required.
2. The correct number of individual one-pound bags of FORTA-FI are fed simultaneously into the Big Shot based on batch size (see part 1.i. above).

Quality Assurance /

Asphalt producer should visually inspect the mix prior to sending trucks to the jobsite to ensure proper blending of fiber into the asphalt has occurred. Inspection should take place at the drum discharge point and also in the back of the first trucks to leave the plant. Verify fiber dispersion a minimum of every two hours.

Observe mix for undispersed clips and aramid bunches. Spot check asphalt mix in the truck and while paving. Look carefully as binder-soaked clips are difficult to see.

If unblended fibers are visible, minor adjustments to mixing operations may be needed to correct. This may be accomplished by adjusting the angle of the loose fiber feed tube, raising production



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PacificGeoSource.com**

temperature (when high RAP% is used), or lowering the TPH production rate, with the ultimate goal of increasing the time for fibers to disperse in the hot aggregate prior to injection of liquid binder.

Record fiber feeding data manually or using the FMD automatic data logging system to provide verification of fiber dosage as needed to comply with project specifications.

Fiber supplier will provide technical assistance during feeding operations and support during construction as needed.

Packaging /

	US Short Ton	Metric Ton
Bags	1.0 lb	0.5 kg
Cartons	35 bags	35 bags
Bulk Carton	35 lb, loose in carton	16 kg, loose in carton
Pallets	16 cartons/560 bags	12 cartons/210 bags
Gaylord Pallets	600 lb	273 kg

Table 2.

Limited Warranty /

Pacific GeoSource Products are warranted to be free of defects in material and will meet all published physical properties as set forth herein.

Except for the express limited warranty set forth herein, neither Pacific GeoSource nor any person on Pacific Geosource's behalf has made or makes any express or implied representation or warranty whatsoever, either oral or written, including any warranties of merchantability, fitness for a particular purpose, title, or non-infringement, whether arising by law, course of dealing, course of performance, usage of trade or otherwise, all of which are expressly disclaimed.

The exclusive remedy for defective product is outlined in Pacific GeoSource's Standard Terms and Conditions of Sale, available upon request. CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED.

Pacific GeoSource reserves the right to change the features and specifications of its products without prior notice. © 2020 Pacific GeoSource



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Superior Asphalt Performance

SURFACE TECH™

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Superior Asphalt Performance

USE ACE XP Polymer Fiber To:

**Improve Crack Resistance
Improve Rut Resistance
Improve Strength**

Gain

**Reduced Crack Filling Cost
Reduced Pot Hole Filling Cost
Reduced Pavement Thickness (If Desired)
Reduced Overlay Cost**

Achieve

**Longer Lasting Pavement Performance
Reduced Maintenance Cost Over the Life of Pavement
A Happier Traveling Public**

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Superior Asphalt Performance

ACE XP Polymer Fiber™ is a true achievement in additive technology to enhance asphalt concrete performance.

ACE XP Polymer Fiber™ extends pavement service life by dramatically improving the dynamic modulus of the asphalt layer and increasing the asphalt's resistance to cracking and rutting (distresses that may cause premature failure). To create ACE XP Polymer Fiber™, high-strength man-made "*aromatic polyamide*" or *Aramid* Fibers are bundled and coated with Sasobit® wax to create an asphalt concrete additive that is simple to mix with any WMA or HMA in through a drum and or batch asphalt operation. The 3-dimensional reinforcement throughout the asphalt layer increases the asphalt's resistance to cracking, rutting, and fatigue while providing improved ESAL (Equivalent Single Axel Load) capacity.



Aramid Fiber
(2.1 ounces/ton)



Sasobit® Wax
(2.1 ounces/ton)



ACE XP Polymer Fiber™
(4.2 ounces/ton)

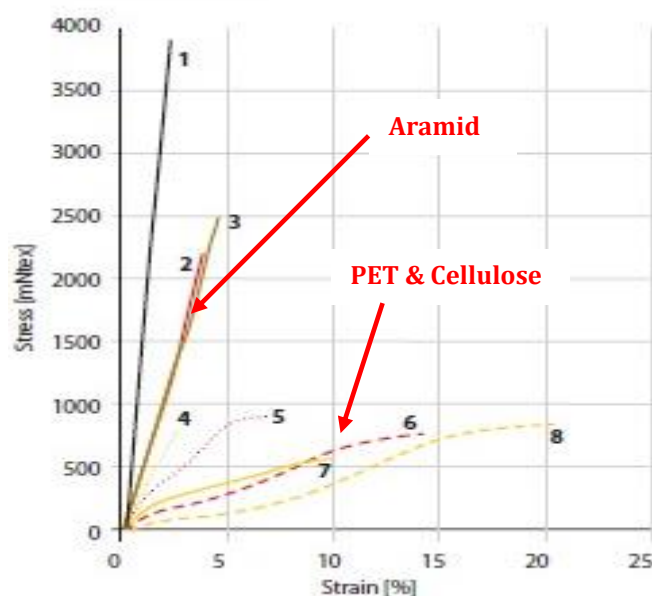
ACE XP Polymer Fiber™ is engineered for performance.

Aramid Fibers are used extensively in many industries and applications including ballistic protection, heat & cut protection, automotive, ropes & cables, conveyor belts, etc. However, it takes a special fiber to withstand the extreme production temperatures of asphalt concrete without changes occurring to the reinforcement properties of the fiber. That is why ACE XP Polymer Fiber™ uses aramid fibers exclusively. Aramid is a unique man-made, high-strength polymer fiber boasting high tensile strengths over 400,000 psi (5 x steel), a superior stress/strain relationship, and decomposition temperatures of 932°F (well above asphalt mixing temperatures of 400°F). Both ¾" long and 1.5" long fiber lengths are available for superior long-term performance.

ACE Fiber Specifications

Material Property	Measure
Material	Para-Aramid Fiber (50-52% by weight)
Form	Filament Yarn
Tensile Strength	> 2.758 (GPa)
Elongation at Break	< 4.4 (%)
Modulus	> 95 (GPa)
Specific Gravity	1.44-1.45 (g/cm³)
Decomposition Temperature	> 800 (°F)
Treatment Type	Sasobit® Wax (48-50% by weight)
Treatment Melting Temperature	> 170 (°F)
Length	¾" & 1.5" +/-0.05 (inch)
Appearance/Handling	Free Flowing Coated Fiber Bundles (visual)

Aramid Stress/Strain Curves

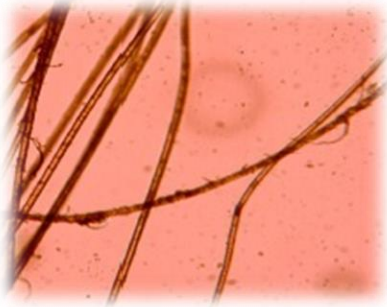




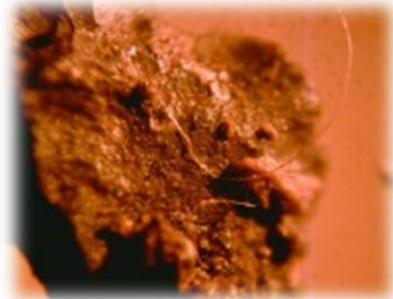
Superior Asphalt Performance

How does ACE XP Polymer Fiber™ reinforce asphalt concrete?

As the standard dosage of ACE XP Polymer Fiber™ is mixed into WMA or HMA (4.2 ounces of ACE Fiber™ per ton of asphalt concrete), the Sasobit® wax melts at approximately 170°F, releasing millions of Aramid Fibers uniformly throughout each ton of asphalt concrete. Aramid is a unique polymer fiber that has hair-like fibrils which root tenaciously in the liquid asphalt binder and bond to small granules and aggregates. Through the combination of high tensile strength, strength at low strain, and "fiber anchoring" ACE XP Polymer Fiber™ delivers reinforcement to asphalt concrete and enhances the strength and durability of the finished asphalt concrete mix.



ACE XP Polymer Fiber™ microscopic photos after chemical extraction



ACE XP Polymer Fiber™ (Before & After)

Aramid Fibers have fibrils that anchor and bond themselves within the liquid asphalt binder and granules increasing the tensile strength of the mix.





Superior Asphalt Performance

Has ACE XP Polymer Fiber™ been Lab tested?

Lab Test Description	ACE XP Results
Lab - TTI Overlay Tester <i>Thermal/Reflective Cracking</i>	+140%
Lab - DC(T) Test <i>Low Temperature Fracture Energy</i>	+21%
Lab - IDT Strength Test <i>Low Temperature Strength @ Critical Crack Temperature (Ran both ¾" and 1 ½" ACE XP Lengths)</i>	+8 to 17%
Lab - IDT Creep Compliance Test <i>Determine Low Temperature Critical Cracking Value (Bottom PG Number)</i>	-4.3° C (-1 PG – Bottom Number)
Lab - Hamburg Rut Test <i>Determine Rut Resistance of Various Asphalt Mixes (Top PG Number)</i>	PG64-22 (w/ ACE) = PG70-22 (+1 PG – Top Number)
Lab - Hamburg Rut Test <i>Determine Rut Resistance of Various Asphalt Mixes (Top PG Number)</i>	PG70-22 (w/ ACE) = PG76-22 (+1 PG – Top Number)
Lab – Flow Number Test (FN) <i>Determine Rut Resistance of ODOT Level 3 mix vs Control (Ran both ¾" and 1 ½" ACE XP Lengths)</i>	+37.5%
Lab – Flexibility Index Test (FI) <i>Determine Fatigue Cracking Resistance of ODOT Level 3 mix vs Control (Ran both ¾" and 1 ½" ACE XP Lengths)</i>	+37%
Lab – IDEAL CT Cracking Test <i>Determine IDEAL CT Crack Index of TxDOT Dense Grade 64-22 vs Control – (1 ½" ACE XP Lengths)</i>	+36%
Lab – IDEAL CT Cracking Test <i>Determine IDEAL CT Crack Index of TxDOT SuperPave 76-22 vs Control (1 ½" ACE XP Lengths)</i>	+58%

Has ACE XP Polymer Fiber™ been Field tested?

Field Test Description	ACE XP Results
Field – APLT (Automated Plate Load Test) Static Creep <i>Measure Plastic Deformation of In-Place Asphalt (Rut) vs Control</i>	+11 to 19% Rebound Ratio over Control
Field – APLT (Automated Plate Load Test) Elastic Modulus <i>Measure Elastic Modulus of In-Place Asphalt w/ ACE Fiber</i>	+150%
Field – APLT (Automated Plate Load Test) <i>SN Layer Coefficient, a₁ Back Calculate SN Layer Coefficient, a₁ using Measured Elastic Modulus</i>	+40%
Field – APLT (Automated Plate Load Test) <i>ESAL Prediction Using AASHTO 93 Calculate Increase ESAL Capacity of In-Place Asphalt Reinforced w/ ACE XP Polymer Fiber</i>	+100% or more Depending of Depth of Asphalt
Field – APLT (Automated Plate Load Test) <i>Measure Plastic Deformation of In-Place Asphalt (Rut) vs Control at various simulated tire pressures ranging from 150 to 750psi</i>	24% to 31% Less Rutting Depth
Field – APLT (Automated Plate Load Test) <i>Measure Plastic Deformation of In-Place Asphalt (Rut) vs Control at constant load of 20,000 lbs. for 15 minutes</i>	61% Less Rutting Depth



Superior Asphalt Performance

Does ACE XP Polymer Fiber™ Lab performance translate to Field performance?

During summer months when asphalt pavements get hot and "soften" it is easier for wheel loads to create ruts in the surface, but not when millions of Aramid Fibers are rooted in the asphalt because they provide resistance to the "flow" of the soft binder. Likewise, in winter months when asphalt pavements are cold, and the asphalt shrinks and expands, ACE XP Polymer Fiber™ provides added tensile strength to the asphalt and enhances the pavement's resistance to thermal cracking as well as fatigue cracking that tends to happen during at higher temperatures.



Burnside Road – Portland, OR (2014)



Burnside Road – Portland, OR (2014)

ACE XP Polymer Fiber™ - 1st Commercial Installation – Burnside Road – Portland, OR (June 2014)

Burnside Road is a heavily traveled arterial roadway in downtown Portland, Oregon. The City chose this roadway for their first ACE XP project due to the poor condition of the existing roadway at the time. Both cracking and some rutting, especially at the intersections was obvious. These photos were taken in March of 2017 after 3 winters by the City of Portland and shared with Surface Tech.



Burnside Road – Portland, OR (2014)



Burnside Road – Portland, OR (2014)



Superior Asphalt Performance



**ACE XP Polymer Fiber™ -
Butler County, Ohio -
Westchester Rd. Overlay Test
Project
(Before & After)**

Reflective cracks from extensive thermal cracking in Control lane propagated through the asphalt overlay less than 10 months after the 1.5-inch overlay was completed, but not through the ACE XP Polymer Fiber™ Reinforced lane even a year later. Rutting is also controlled.



**ACE XP Polymer Fiber™ -
Sadieville, KY - LOVE'S Travel
Center (2015 - Before & After)**

Building a pavement section that can handle the pounding of the daily Truck Traffic is very appealing to LOVES. Beside the cost of the building, asphalt maintenance is the second largest expense for each location over the life of the Travel Center. Reducing the cost of this maintenance and the disruption caused by such maintenance was instrumental for LOVES to trust their pavements to ACE XP Polymer Fiber.



Superior Asphalt Performance

Is ACE XP Polymer Fiber™ reinforced asphalt concrete easy to pave with?

Absolutely! Once ACE XP Polymer Fiber™ is dispersed throughout the asphalt mix, millions of light-weight aramid fibers go to work reinforcing the asphalt mix, but they do not cause any changes to the working characteristics of asphalt mix. ACE XP Polymer Fiber™ reinforced asphalt concrete goes through the paver in the exact same way, it can be raked and shoveled the in the same way and can be compacted the same way using the same equipment. All laydown procedures are seamless, making adoption of the technology easy and cost effective. Add ACE XP Polymer Fiber™ to overlays and new pavements alike.



How do I assure the right amount of ACE Fiber™ gets added to my asphalt?

Although ACE XP Polymer Fiber™ is engineered with controlled amounts of Sasobit® Wax in order to efficiently disperse the Aramid Fiber throughout the asphalt mix, Surface Tech recognizes the importance of proper dosage and mixing of the ACE XP Polymer Fiber™ during production at the asphalt plant. ACE XP Polymer Fiber™ is easily included into the asphalt mixing process at both batch and drum plant facilities. A simple-to-operate Line-Vac® Compressed Air Delivery System or the Automated Micro Doser MD3+ is used to transport the appropriate amount of ACE XP Polymer Fiber™ to either the mixing drum of a drum plant or the pug mill/weigh hopper of a batch plant.

Once ACE Fiber™ is fed into mixing drum, the Sasobit® wax becomes fully soluble in the liquid asphalt binder and releases millions aramid fibers to be dispersed throughout the heated aggregate and Recycled Asphalt Pavement (RAP) prior to the injection of the liquid asphalt binder. The addition of a single dose (4.2 ounces per ton of asphalt) of ACE XP Polymer Fiber™ does not change the asphalt volumes or require any change to the job mix formula (JMF).

Every ACE XP Polymer Fiber™ sale provides a robust QA/QC program to ensure the right amount of ACE XP Polymer Fiber™ makes its way into each ton of asphalt concrete for every project. Asphalt producers may choose from the following options to perform Certified ACE XP Polymer Fiber™ mixing at their plants:

- ▲ Full Service – Provided by a Trained and Certified QA/QC Technicians
- ▲ Do-it-Yourself (DIY) – Self Perform after Training & Certification is Obtained



The Line-Vac® is used to transport ACE Fiber™ to the RAP Collar at a Drum Plant



Both QA/QC Methods ensure ACE Fiber™ is well dispersed in the Asphalt Mix

The Micro Doser MD3+ delivers ACE Fiber™ continuously to either the Drum or Pug Mill



Superior Asphalt Performance

ACE XP Polymer Fiber™ Value Proposition Examples:

Adding ACE Fiber™ to an asphalt concrete mix design, an engineer, owner or agency can expect the following Value-Added Results:

1. **ADD** tremendous amount of strength and durability at **VERY LITTLE COST**
2. **ADD** some strength and durability at **NO COST**
3. **SAVE COSTS** in-lieu of traditional methods (Polymer Modified Binder or Interlayers)

Increase Durability of Overlay

1.5" asphalt overlay with ACE
Service Life increase: >50%
Cost Increase: +/- \$1.00 per SY

Strengthen Light Duty Pavements

3.0" light duty asphalt with ACE
ESAL increase: >160%
Cost Increase: +/- \$2.00 per SY

In-lieu of Reflective Crack Interlayers

1.5" asphalt overlay with ACE
Service Life increase: >50%
Cost Savings: \$1-10 per SY

Optimize Heavy Duty Pavements

5.0" heavy duty asphalt with ACE
(In-lieu of 6" w/o ACE)
ESAL increase: >40%
Cost Neutral: +/- \$0.00 per SY

In Lieu of Polymer Modified Binder

1.5" asphalt overlay with ACE
Equal Service Life BUT Easier Lay Down
Cost Neutral: \$0.00 per SY



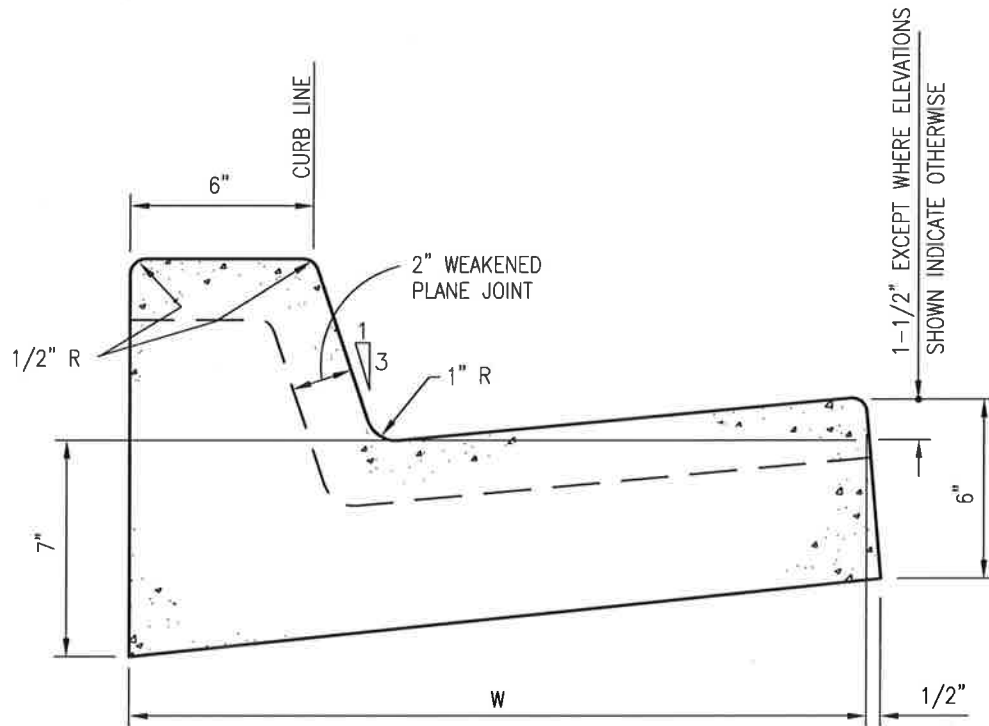
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www.surface-tech.com

Locally Distributed By:

Appendix I:

San Diego Regional Standard Drawings and VID Standard Plans



TYPE	W	*AREA
G	24"	1.34 SQ. FT.
H	30"	1.60 SQ FT.

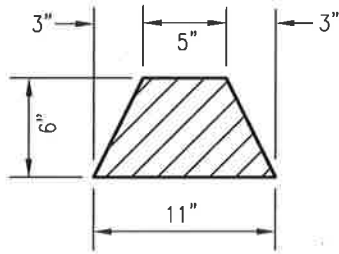
* 6" CURB HEIGHT

NOTES:

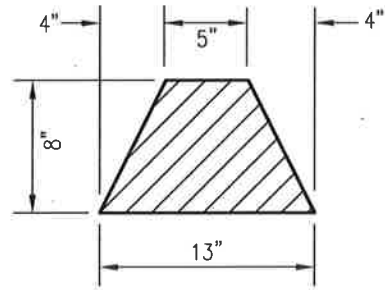
1. CONCRETE SHALL BE 520-C-2500.
2. SEE STANDARD DRAWINGS G-9 AND G-10 FOR JOINT DETAILS.
3. SLOPE TOP OF CURB 2% MAX TOWARD GUTTER.

LEGEND ON PLANS

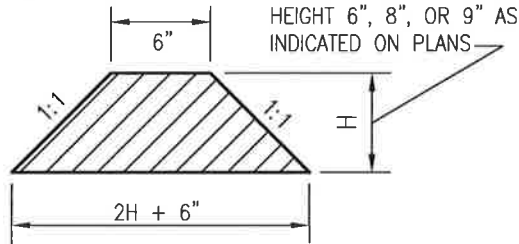
Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING	RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE
ORIGINAL		KERCHEVAL	12/75		
ADD METRIC		T. STANTON	03/03	CURB AND GUTTER - COMBINED	 12/17/2015 Chairperson R.C.E. 19246 Date
REFORMATTED		T. STANTON	04/06		
UPDATED	MR	MR/CV	11/11		
UPDATED	CV	CV	12/15		
				DRAWING NUMBER	G-02



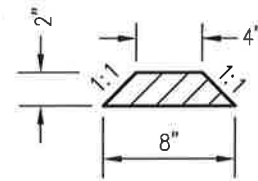
TYPE A



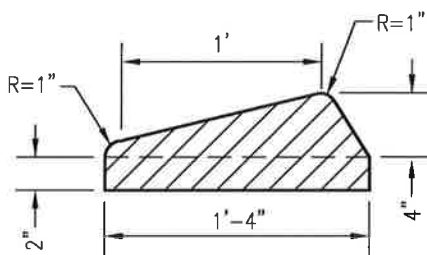
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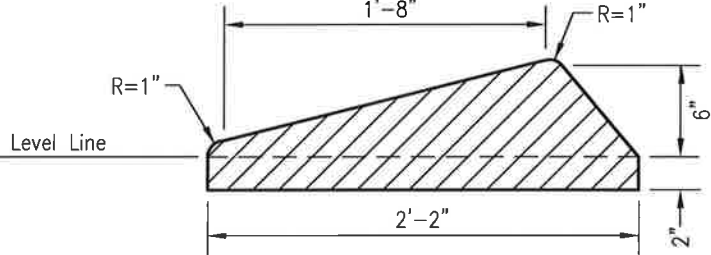
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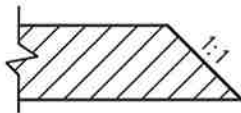
TYPE D



TYPE E
(MOUNTABLE DIKE)



TYPE F
(MOUNTABLE DIKE)



SLOPE END OF DIKE 1:1
WHEN NOT JOINING
OTHER IMPROVEMENTS

ALL TYPES - SIDE VIEW

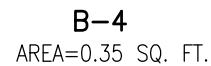
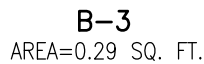
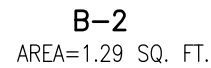
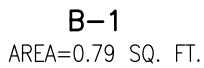
NOTES:

1. DIKES SHALL BE PLACED ON A 2" SECTION OF A.C. SURFACING, EXTENDING THROUGHOUT THE WIDTH OF THE DIKE.
2. PG-70-10 GRADE ASPHALT TO BE USED FOR ALL DIKES.
3. SHAPE AND COMPACT DIKES WITH AN EXTRUSION MACHINE OR OTHER EQUIPMENT CAPABLE OF SHAPING AND COMPACTING THE MATERIAL TO THE REQUIRED CROSS-SECTION.

APPROX. DIKE QUANTITIES	
TYPE	REQD PER LIN. FT.
A	0.0250 TON
B	0.0375 TON
C-6"	0.0375 TON
C-8"	0.0583 TON
C-9"	0.0702 TON
D	0.0062 TON
E	0.0407 TON
F	0.0623 TON

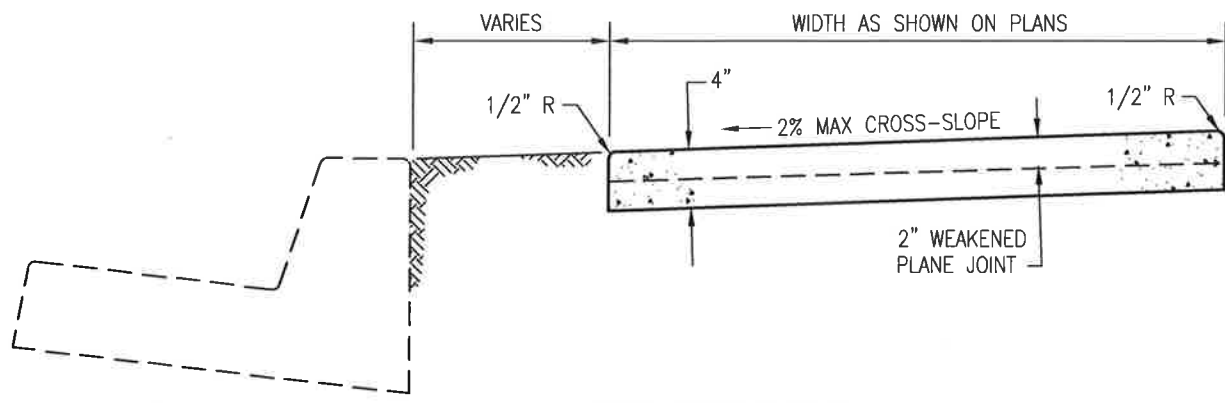
LEGEND ON PLANS

Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING	RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE
ORIGINAL		KERCHEVAL	12/75		DIKES - ASPHALT CONCRETE
ADD METRIC		T. STANTON	03/03		
REFORMATTED		T. STANTON	04/06		
UPDATED	MR	MR/CV	11/11		
REVIEWED	CV	CV	12/15		
					DRAWING NUMBER G-05

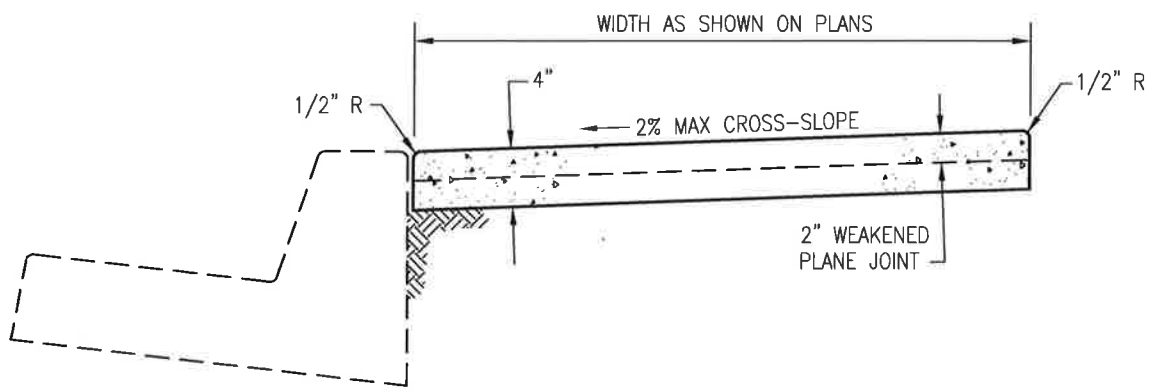


(FOR ALL OTHER TYPES) _____

Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING	RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE
ORIGINAL		KERCHEVAL	12/75		
ADD METRIC		T. STANTON	03/03	CURBS AND GUTTER – MEDIANS	 10/25/2018
REFORMATTED		T. STANTON	04/06		Chairperson R.C.E. 19246 Date
UPDATED	MR	MR/CV	11/11		DRAWING NUMBER
REVIEWED	CV	CV	12/15		G-06



NON-CONTIGUOUS




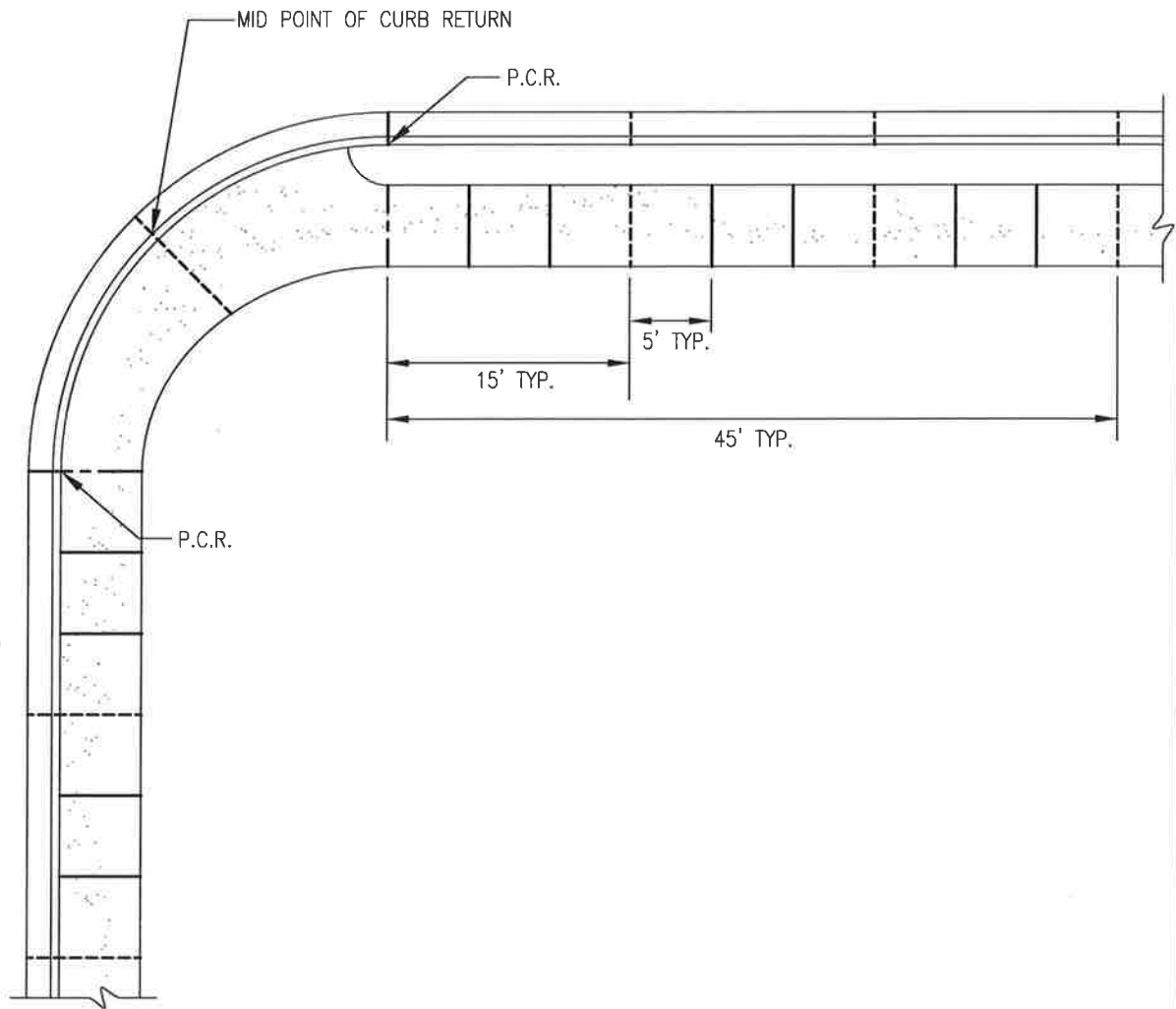
CONTIGUOUS

NOTES:

1. CONCRETE SHALL BE 520-C-2500.
2. SEE STANDARD DRAWINGS G-9 AND G-10 FOR JOINT DETAILS.


LEGEND ON PLANS

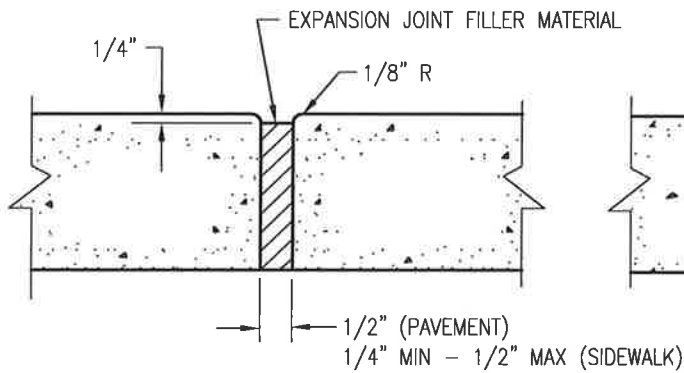
Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING	RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE
ORIGINAL		KERCHEVAL	12/75		
ADD METRIC		T. STANTON	03/03	SIDEWALK - TYPICAL SECTIONS	 12/17/2015 Chairperson R.C.E. 19246 Date
REFORMATTED		T. STANTON	04/06		
UPDATED	MR	MR/CV	11/11		
REVIEWED	CV	CV	12/15		
					DRAWING NUMBER G-07



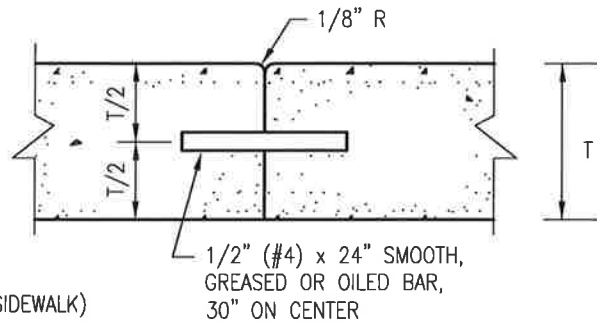
NOTES:

1. EXPANSION JOINTS --- AT CURB RETURNS, ADJACENT TO STRUCTURES AND AT 45' INTERVALS.
(SEE STANDARD DRAWING G-10).
2. WEAKENED PLANE JOINTS ---- AT MID POINT OF CURB RETURN, WHEN REQUIRED, AND AT 15' INTERVALS FROM P.C.R.
(SEE STANDARD DRAWING G-10).
3. 1/4" GROOVES --- WITH 1/4" RADIUS EDGES AT 5' INTERVALS.

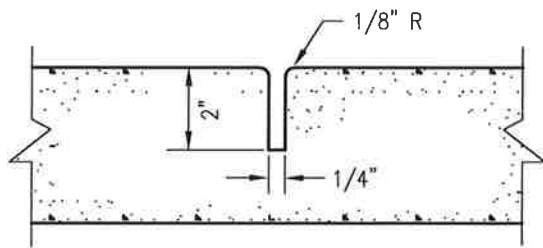
Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING		RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE
ORIGINAL		KERCHEVAL	12/75	SIDEWALK JOINT LOCATIONS		
ADD METRIC		T. STANTON	03/03			
REFORMATTED		T. STANTON	04/06			
REVIEWED	CV	CV	12/15			
						 12/17/2015 Chairperson R.C.E. 19246 Date
						DRAWING NUMBER G-09



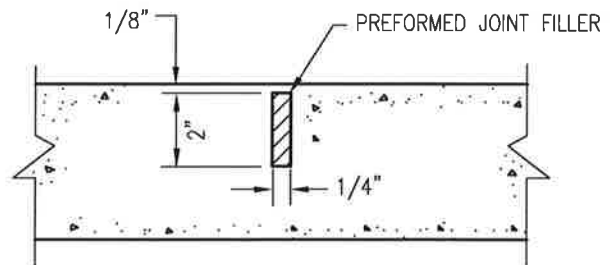
EXPANSION JOINT



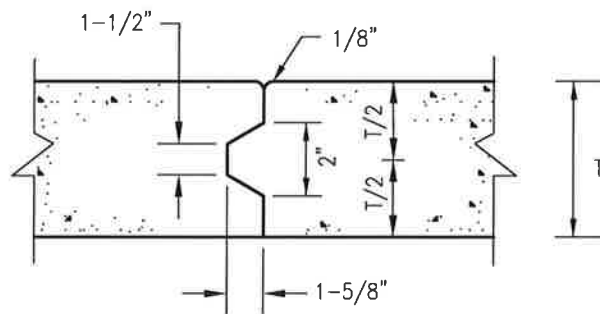
CONTACT JOINT



**WEAKENED PLANE JOINT
CURB AND SIDEWALK**



**WEAKENED PLANE JOINT
GUTTER AND CONCRETE PAVEMENT**



KEYED JOINT

Revision	By	Approved	Date
ORIGINAL		PARKINSON	02/95
ADD METRIC		T. STANTON	03/03
REFORMATTED		T. STANTON	04/06
UPDATED	CV	MR/CV	11/11
REVIEWED	CV	CV	12/15

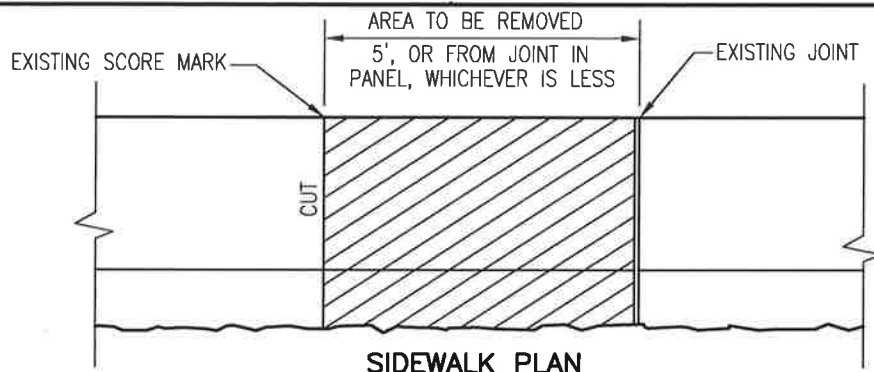
SAN DIEGO REGIONAL STANDARD DRAWING

CONCRETE JOINT DETAILS

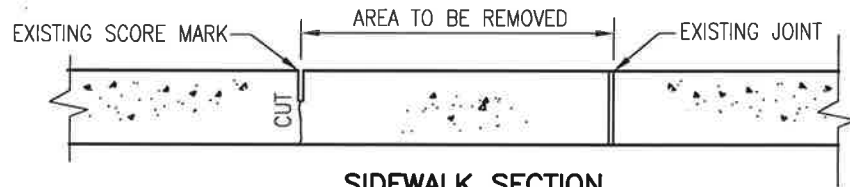
RECOMMENDED BY THE SAN DIEGO
REGIONAL STANDARDS COMMITTEE

T. Stanton 12/17/2015
Chairperson R.C.E. 19246 Date

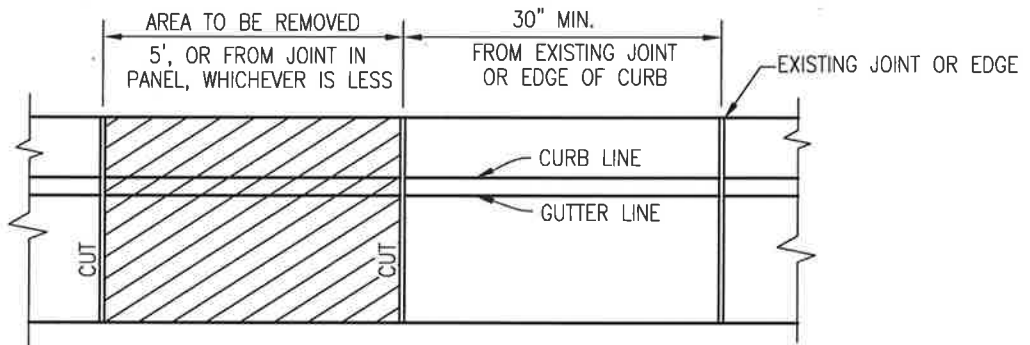
DRAWING
NUMBER **G-10**



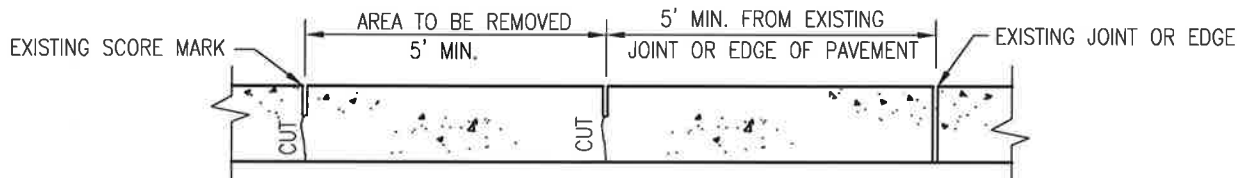
SIDEWALK PLAN



SIDEWALK SECTION



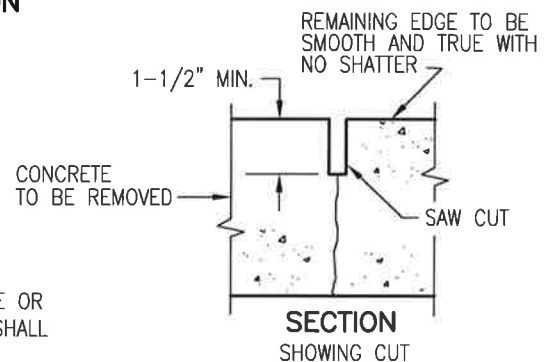
CURB PLAN



PAVEMENT SECTION

NOTE:

1. SIDEWALK CROSS SLOPE SHALL BE 2% MAX.
2. WHEN DISTANCE FROM "AREA TO BE REMOVED" TO EXISTING JOINT, EDGE OR SCORE MARK IS LESS THAN MINIMUM SHOWN, "AREA TO BE REMOVED" SHALL BE EXTENDED TO JOINT, EDGE OR SCORE MARK.



**SECTION
SHOWING CUT**

Revision	By	Approved	Date
ORIGINAL		KERCHEVAL	12/75
ADD METRIC		T. STANTON	03/03
REFORMATTED		T. STANTON	04/06
UPDATED	CV	MR/CV	11/11
REVIEWED	CV	CV	12/15

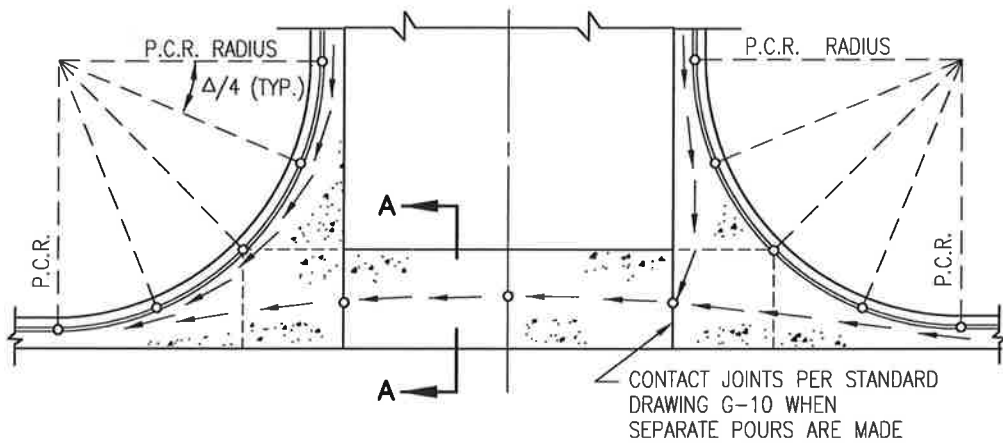
SAN DIEGO REGIONAL STANDARD DRAWING

**CONCRETE CURB, GUTTER,
SIDEWALK AND PAVEMENT
REMOVAL AND REPLACEMENT**

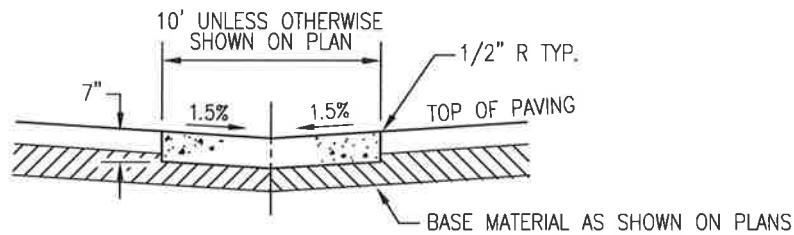
RECOMMENDED BY THE SAN DIEGO
REGIONAL STANDARDS COMMITTEE

T. Stanton 12/17/2015
Chairperson R.C.E. 19246 Date

DRAWING
NUMBER **G-11**



PLAN




SECTION A-A

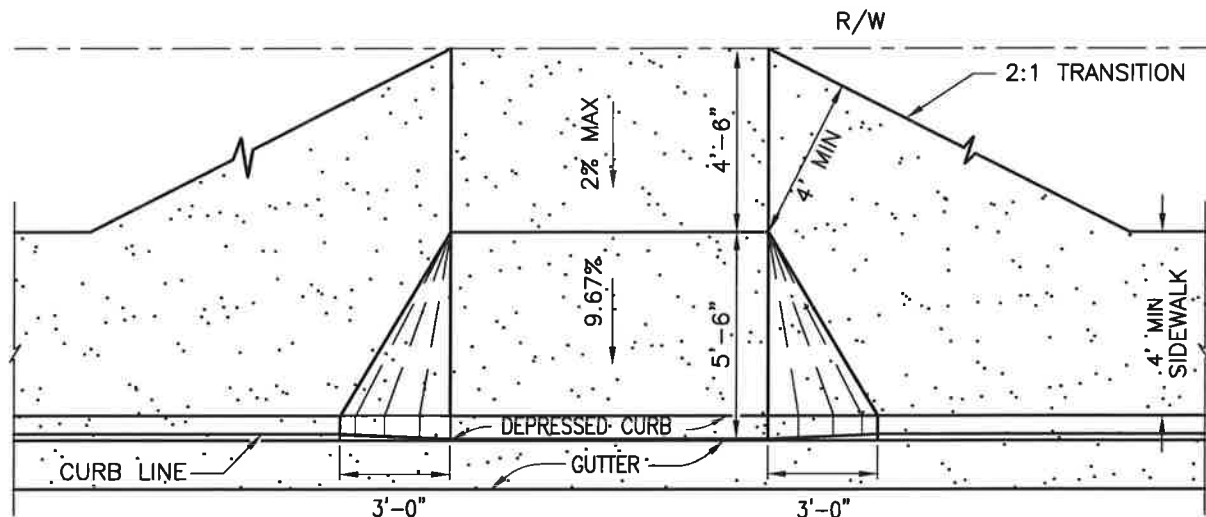
NOTES:

1. CONCRETE SHALL BE 560-C-3250.
2. ----- = WEAKENED PLANE JOINTS.
3. ———— = TYPICAL FLOWLINES.
4. ○ = ELEVATIONS TO BE SHOWN ON PLANS.
5. RETURN SEGMENTS TO BE 7" THICK.
6. CURB BETWEEN P.C.R.'S SHALL BE CONSIDERED AS PART OF THE CROSS GUTTER.
7. IN ALL CASES SUBGRADE SHALL BE COMPACTED TO 95% MIN. RELATIVE COMPACTION TO DEPTH OF 12".

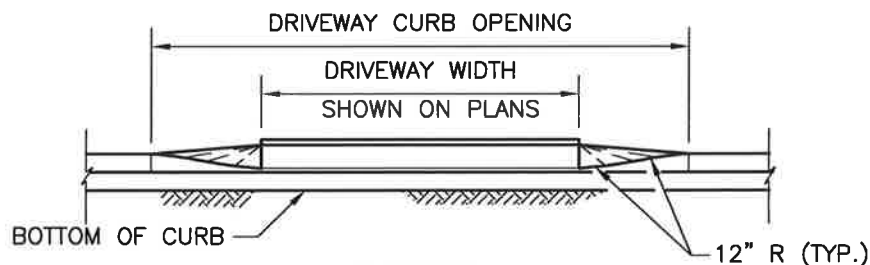
LEGEND ON PLANS



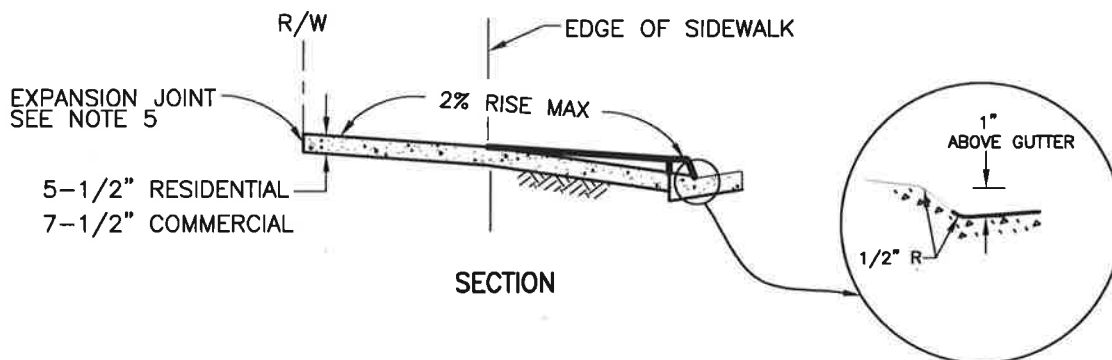
Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING		RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE	
ORIGINAL		KERCHEVAL	12/75				
ADD METRIC		T. STANTON	03/03	CROSS GUTTER		 12/17/2015 Chairperson R.C.E. 19246 Date	
REFORMATTED		T. STANTON	04/06				
UPDATED	CV	MR/CV	11/11				
REVIEWED	CV	CV	12/15				
						DRAWING NUMBER	G-12



PLAN




ELEVATION

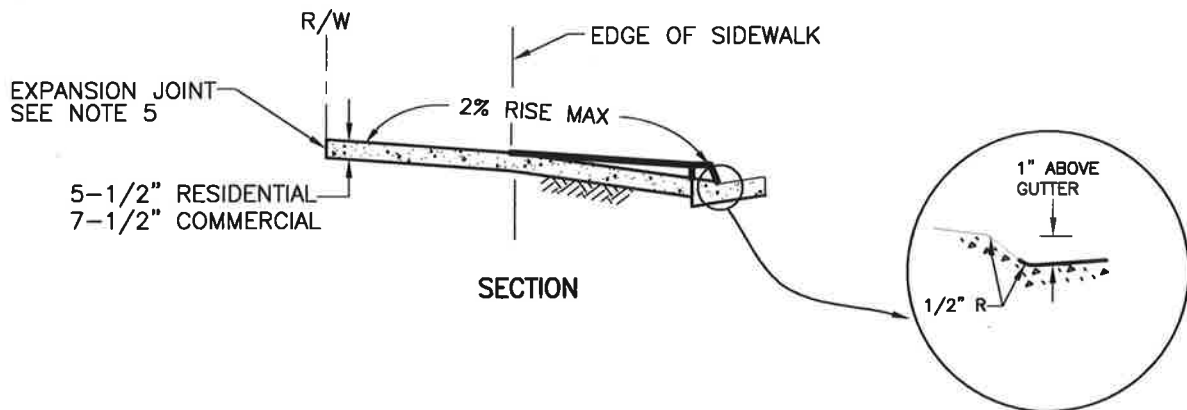
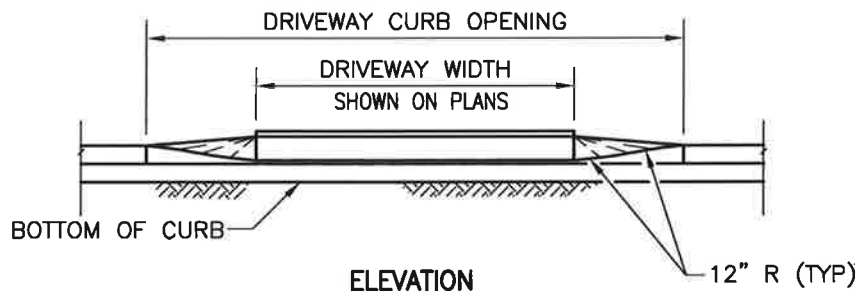
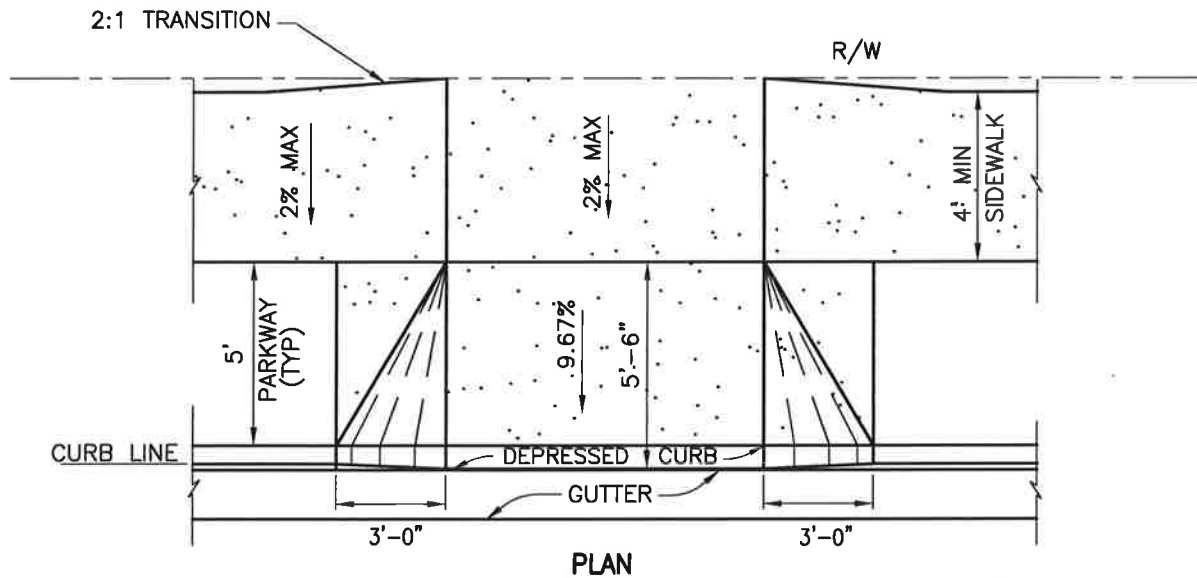


SECTION

NOTES:

1. NO CONCRETE SHALL BE PLACED UNTIL FORMS AND SUBGRADE ARE INSPECTED BY THE AGENCY.
2. FOR RESIDENTIAL USE, CONCRETE SHALL BE 520-C-2500; FOR COMMERCIAL USE, CONCRETE SHALL BE 560-C-3250.
3. SEE STANDARD DRAWINGS G-15 AND G-16 FOR WIDTH AND LOCATION REQUIREMENTS.
4. DRIVEWAY RAMP TO EXTEND 10' FROM CURB FACE OR TO PROPERTY LINE WHICHEVER IS LESS.
5. PLACE EXPANSION JOINT AT RIGHT-OF-WAY OR 10' WHICHEVER IS LESS.
6. SEE STANDARD DRAWINGS G-2 AND G-10 FOR CURB AND JOINT DETAILS.
7. DIMENSIONS SHOWN REFLECT A 6" CURB HEIGHT.

Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING	RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE
ORIGINAL		R. MUNOZ	4/97		
ADD METRIC		T. STANTON	03/03	CONCRETE DRIVEWAY - TYPE A (CONTIGUOUS SIDEWALK)	 Chairperson R.C.E. 19246 Date 12/17/2015
REVIEWED		T. STANTON	04/06		
UPDATED	MR	MR/CV	02/12		
UPDATED	CV	CV	12/15		
				DRAWING NUMBER	G-14A



NOTES:

1. NO CONCRETE SHALL BE PLACED UNTIL FORMS AND SUBGRADE ARE INSPECTED BY THE AGENCY.
2. FOR RESIDENTIAL USE, CONCRETE SHALL BE 520-C-2500; FOR COMMERCIAL USE, CONCRETE SHALL BE 560-C-3250.
3. SEE STANDARD DRAWINGS G-15 AND G-16 FOR WIDTH AND LOCATION REQUIREMENTS.
4. DRIVEWAY RAMP TO EXTEND TO 10' FROM CURB FACE OR TO PROPERTY LINE WHICHEVER IS LESS.
5. PLACE EXPANSION JOINT AT RIGHT-OF-WAY OR 10', WHICHEVER IS LESS.
6. SEE STANDARD DRAWINGS G-2 AND G-10 FOR CURB AND JOINT DETAILS.
7. DIMENSIONS SHOWN REFLECT A 6" CURB HEIGHT.

Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING	RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE
ORIGINAL		R. MUNOZ	4/97		
ADD METRIC		T. STANTON	03/03	CONCRETE DRIVEWAY (NON-CONTIGUOUS SIDEWALK)	 12/17/2015 Chairperson R.C.E. 19246 Date
REFORMATTED		T. STANTON	04/06		
UPDATED	MR	MR/CV	02/12		
UPDATED	CV	CV	12/15		
				DRAWING NUMBER	G-14B

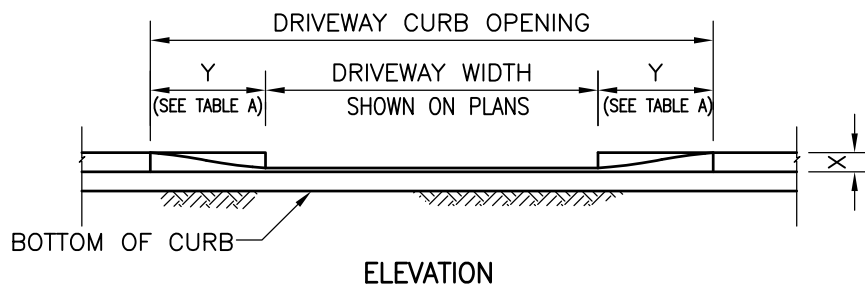
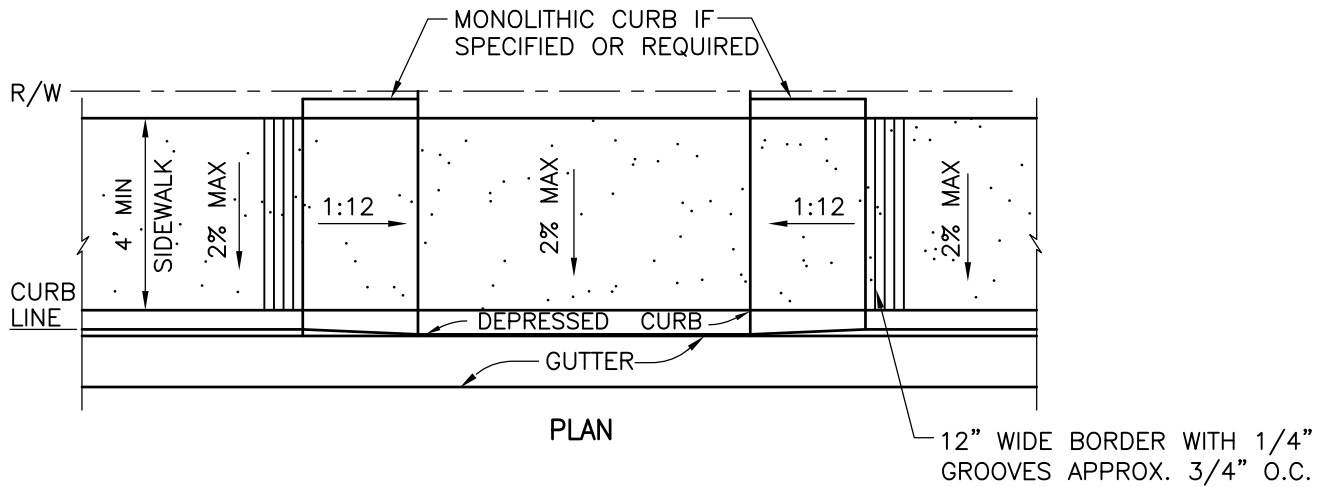
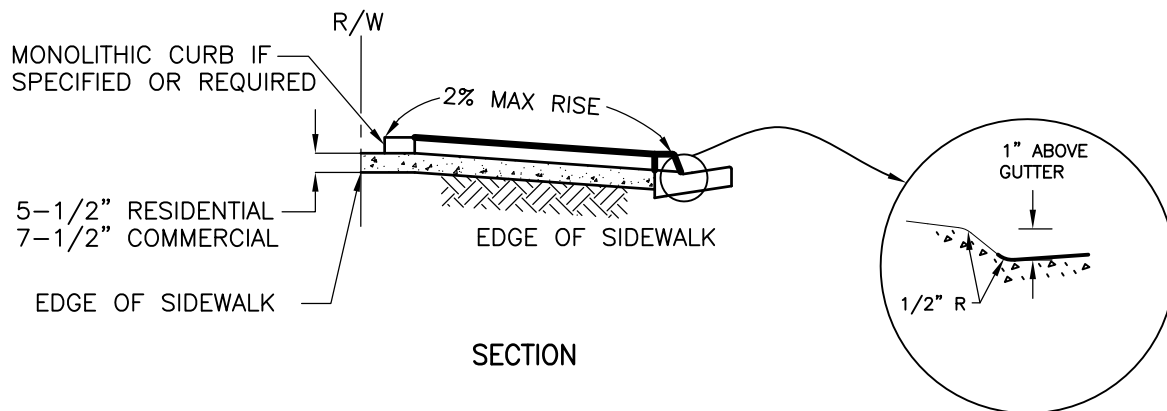


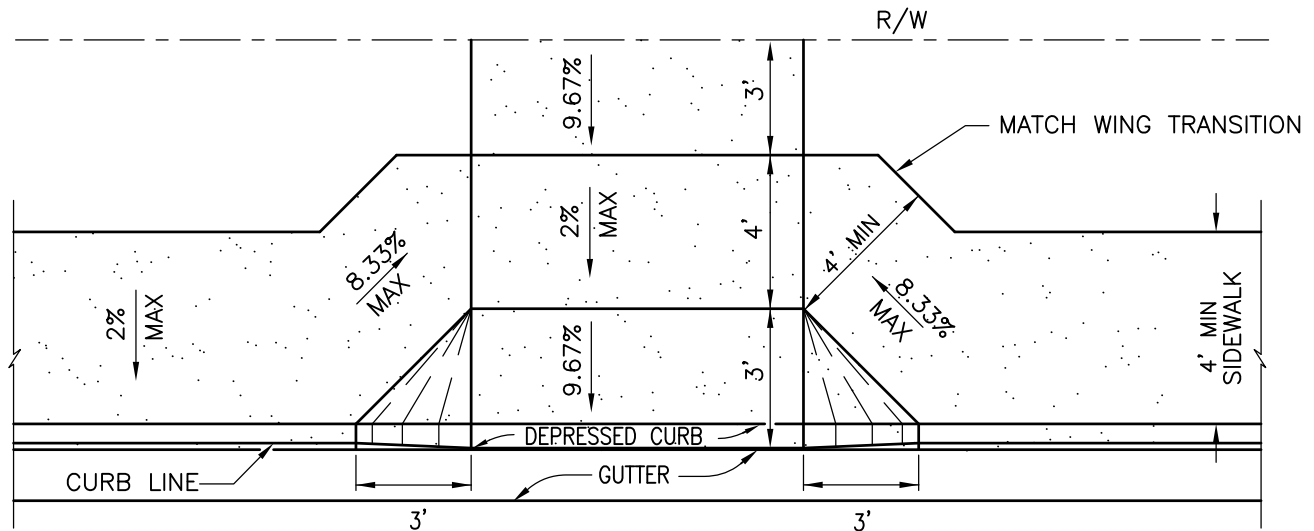
TABLE A	
X	Y
CURB HEIGHT	RAMP LENGTH
1"	0'-0"
2"	1'-0"
3"	2'-0"
4"	3'-0"
5"	4'-0"
6"	5'-0"
7"	6'-0"
8"	7'-0"



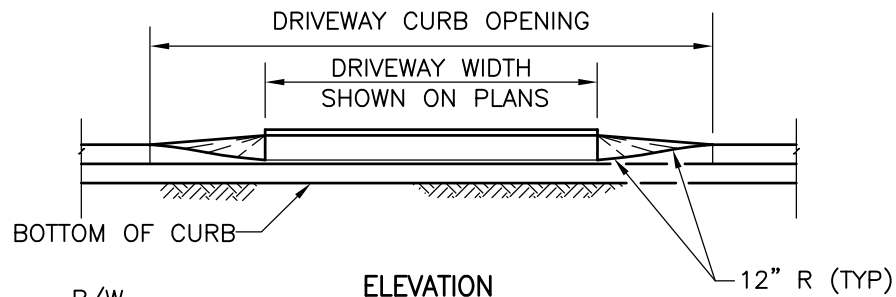
NOTES:

1. NO CONCRETE SHALL BE PLACED UNTIL FORMS AND SUBGRADE ARE INSPECTED BY THE AGENCY.
2. FOR RESIDENTIAL USE, CONCRETE SHALL BE 520-C-2500; FOR COMMERCIAL USE, CONCRETE SHALL BE 560-C-3250.
3. SEE STANDARD DRAWINGS G-15 AND G-16 FOR WIDTH AND LOCATION REQUIREMENTS.
4. SEE STANDARD DRAWINGS G-2 AND G-10 FOR CURB AND JOINT DETAILS.
5. PLACE EXPANSION JOINT AT RIGHT-OF-WAY.
6. DIMENSIONS SHOWN REFLECT A 6" CURB HEIGHT.
7. RAMP LENGTH CALCULATIONS ARE BASED ON X-1" TO ACCOUNT FOR THE 1" DRIVEWAY LIP.

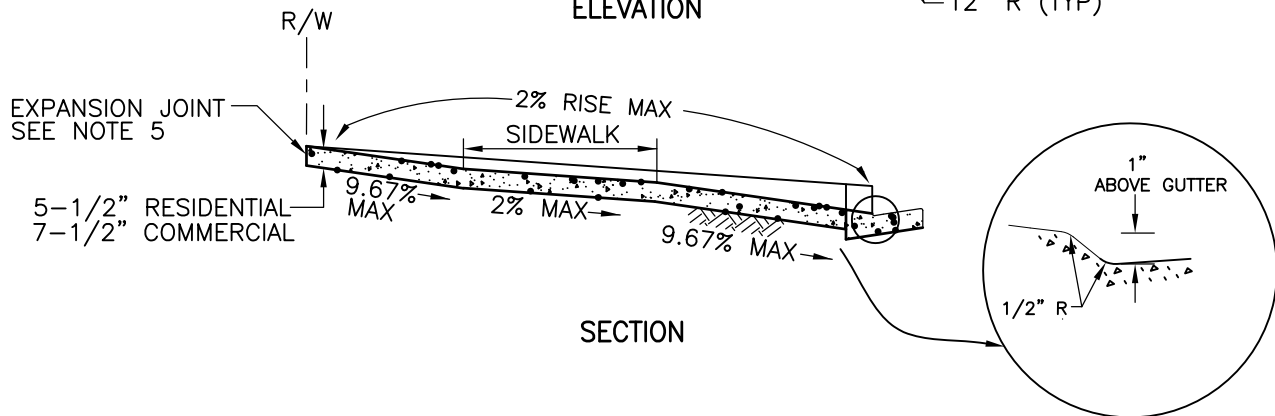
Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING		RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE	
ORIGINAL	HH	T. STANTON	02/03	CONCRETE DRIVEWAY (FOR CONFINED RIGHT-OF-WAY)		 Chairperson R.C.E. 19246	Date
ADD METRIC		T. STANTON	03/03				
REVIEWED		T. STANTON	04/06				
UPDATED	MR	MR/CV	02/12				
UPDATED	CV	CV	12/15				
						DRAWING NUMBER	G-14D



PLAN



ELEVATION

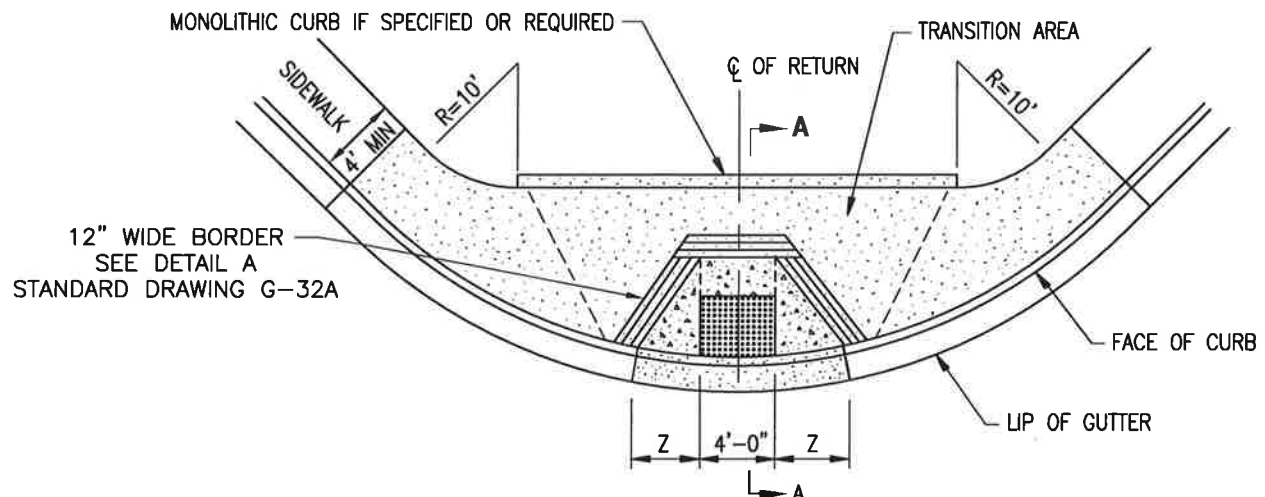


SECTION

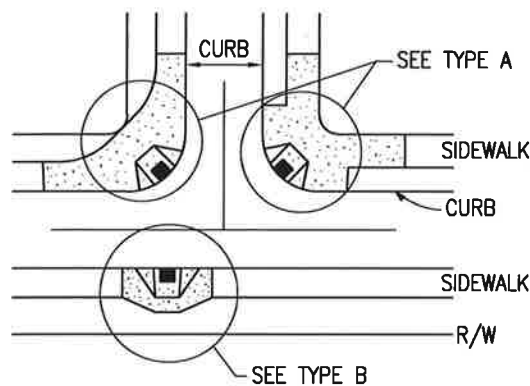
NOTES:

1. NO CONCRETE SHALL BE PLACED UNTIL FORMS AND SUBGRADE ARE INSPECTED BY AGENCY.
2. FOR RESIDENTIAL USE, CONCRETE SHALL BE 520-C-2500; FOR COMMERCIAL USE, CONCRETE SHALL BE 560-C-3250.
3. SEE STANDARD DRAWINGS G-15 AND G-16 FOR WIDTH AND LOCATION REQUIREMENTS.
4. DRIVEWAY RAMP TO EXTEND TO 10' FROM CURB FACE OR TO RIGHT-OF-WAY, WHICHEVER IS LESS.
5. PLACE EXPANSION JOINT AT RIGHT-OF-WAY OR 10', WHICHEVER IS LESS.
6. SEE STANDARD DRAWINGS G-2 AND G-10 FOR CURB AND JOINT DETAILS.
7. DIMENSIONS SHOWN REFLECT A 6" CURB HEIGHT.

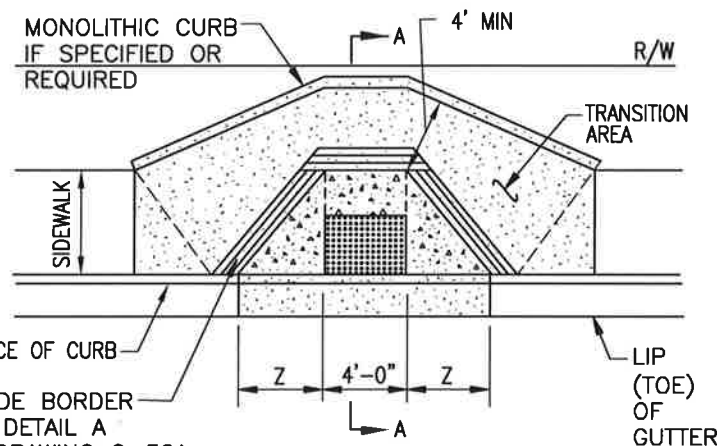
Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING	RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE
NEW	MR	MR/CV	02/12		
UPDATED	CV	CV	12/15	CONCRETE DRIVEWAY – TYPE B (CONTIGUOUS SIDEWALK)	 10/25/2018 Chairperson R.C.E. 19246 Date
					DRAWING NUMBER G-14F



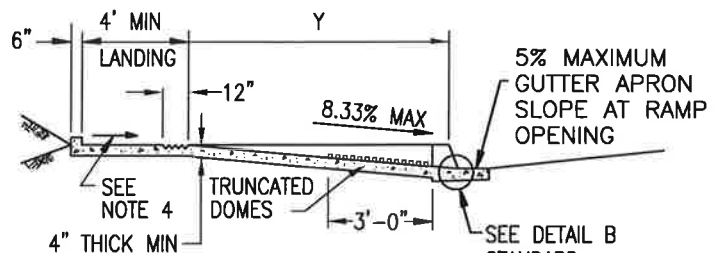
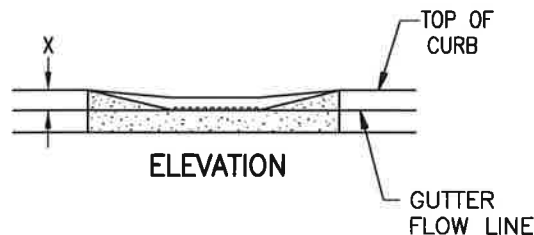
PLAN - TYPE A



12" WIDE BORDER
SEE DETAIL A
STANDARD DRAWING G-32A



PLAN - TYPE B

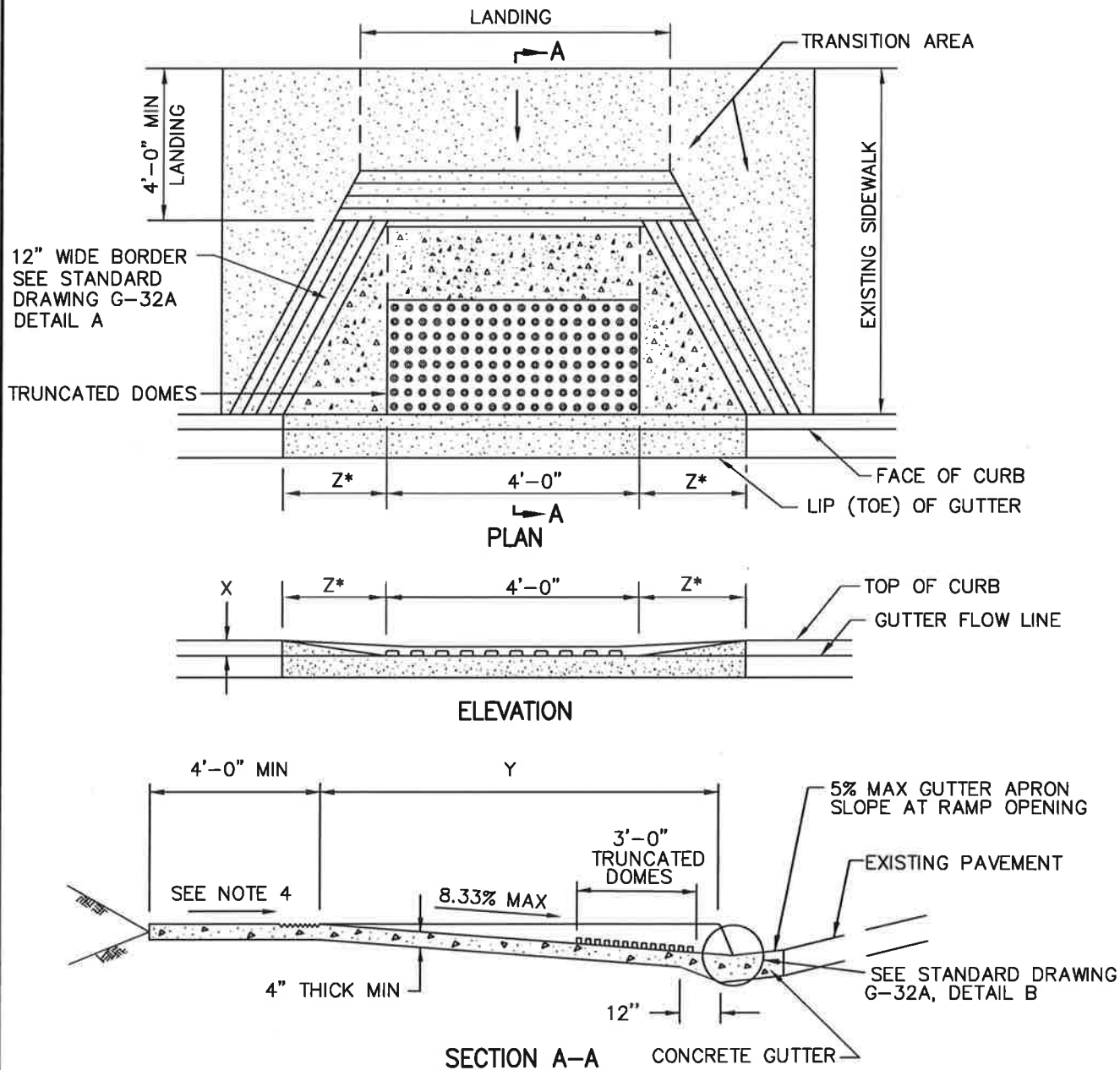


SECTION A-A

NOTES:


1. SEE STANDARD DRAWING G-32A FOR GENERAL NOTES.
2. FOR TRUNCATED DOMES DETAILS, SEE STANDARD DRAWING G-30.
3. Z SIDE SLOPE SHALL BE 10:1.
4. LANDING CROSS SLOPE SHALL BE 2.0% MAX IN BOTH DIRECTIONS.
5. SEE STANDARD DRAWING G-32B FOR X, Y, AND Z DETAILS.

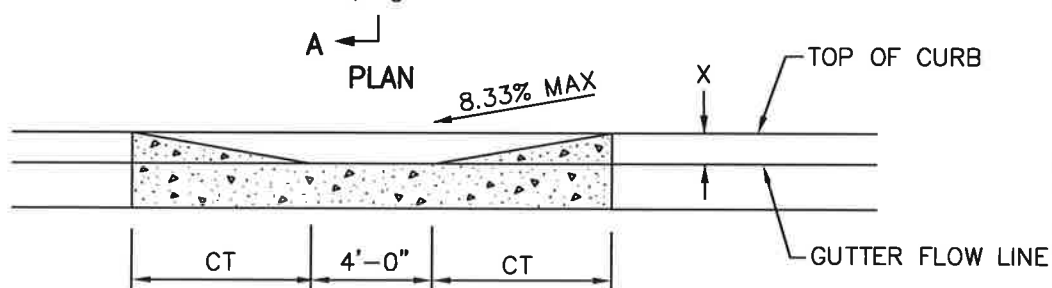
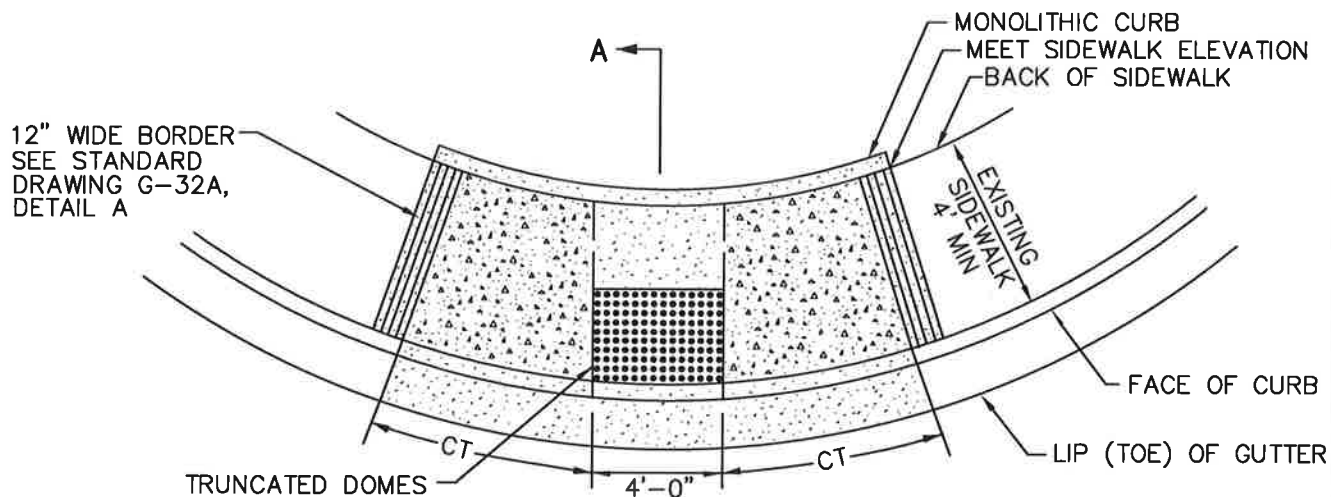
Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING		RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE	
ORIGINAL		BAHMANIAN	04/86	CURB RAMP - TYPES A AND B (NEW CONSTRUCTION)		<i>M. Henton</i> 12/17/2015 Chairperson R.C.E. 19246 Date	DRAWING NUMBER G-27
UPDATE		D. DAVIES	12/04				
REVISED		T. STANTON	04/06				
UPDATED	MR	MR/CV	03/12				
REVIEWED	CV	CV	12/15				



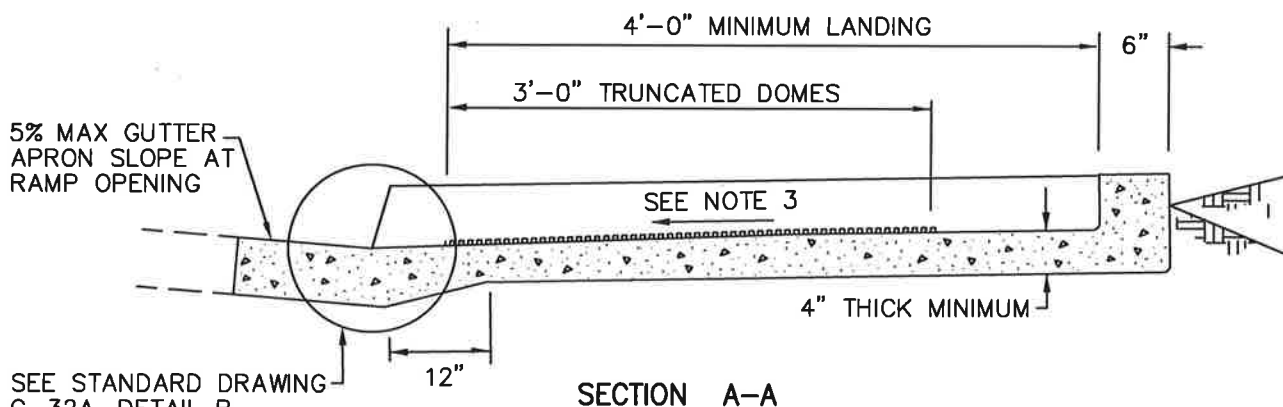
NOTES:

1. SEE STANDARD DRAWING G-32A FOR GENERAL NOTES.
2. TYPE A-1 IS A DESIGNATION FOR RAMP AT CURB RETURN.
3. TYPE B-1 IS A DESIGNATION FOR RAMP AT STRAIGHT CURB (SHOWN ABOVE).
4. LANDING CROSS SLOPE SHALL BE 2.0% MAX IN BOTH DIRECTIONS.
5. FOR TRUNCATED DOMES DETAIL, SEE STANDARD DRAWING G-30.
6. SEE STANDARD DRAWING G-32B FOR X, Y, AND Z* DETAILS.

Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING	RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE
ORIGINAL		BAHMANIAN	02/95		
UPDATE		D. DAVIES	12/04	CURB RAMP - TYPES A-1 AND B-1 (FOR EXISTING SIDEWALK)	 Chairperson R.C.E. 19246 Date 12/17/2015
REVISED		T. STANTON	04/06		
UPDATED	MR	MR/CV	03/12		
UPDATED	CV	CV	12/15		
				DRAWING NUMBER G-28	




ELEVATION

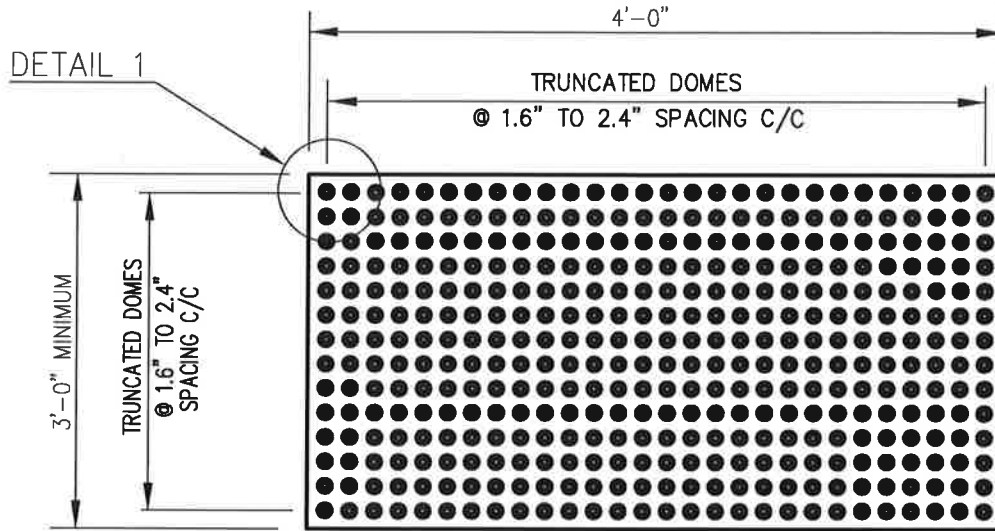


SECTION A-A

NOTES:

1. TYPE C ARE ONLY TO BE USED TO MITIGATE EXISTING CONDITIONS WHERE INADEQUATE RIGHT OF WAY EXISTS. TYPE C RAMP IS NOT TO BE USED IN NEW CONSTRUCTION, UNLESS APPROVED BY AGENCY.
2. SEE STANDARD DRAWING G-32A FOR GENERAL NOTES.
3. LANDING CROSS SLOPE SHALL BE 2.0% MAX IN BOTH DIRECTIONS.
4. FOR TRUNCATED DOMES, SEE STANDARD DRAWING G-30.
5. CT (CURB TRANSITION) SHALL BE 8.33% MAXIMUM.
6. SEE STANDARD DRAWING G-32B FOR X, Y, AND CT DETAILS.

Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING	RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE
ORIGINAL		R. MUNOZ	05/97		
ADD METRIC		T. STANTON	03/03	CURB RAMP - TYPE C (FOR EXISTING SIDEWALK)	 Chairperson R.C.E. 19246 Date 12/17/2015
UPDATE		D. DAVIES	12/04		
REVISED		T. STANTON	04/06		
UPDATED	MR	MR/CV	03/12		
				DRAWING NUMBER G-29	

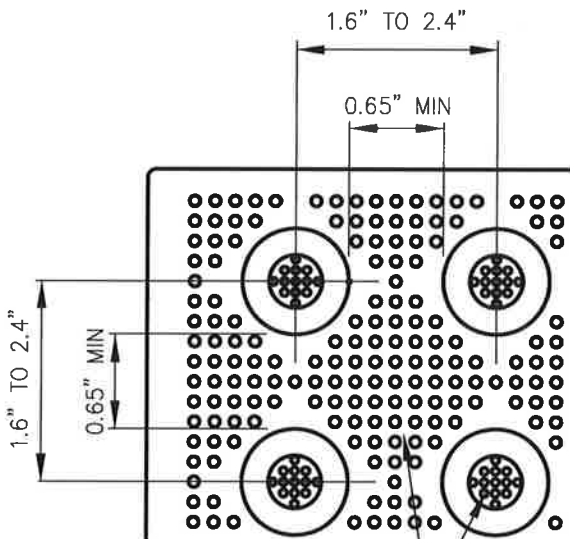


PLAN - TILE

NOT TO SCALE

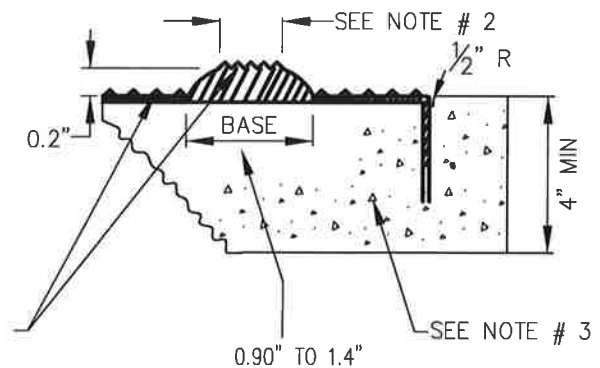
NOTES

1. DETECTABLE WARNING SURFACE COLOR SHALL BE YELLOW CONFORMING TO FEDERAL STANDARDS 595B TABLE IV, COLOR NO. 33538, OR AS SPECIFIED BY THE AGENCY. COLOR SHALL BE HOMOGENEOUS THROUGHOUT THE TILE.
2. TRUNCATED DOME TOP DIAMETER OF 50% OF THE BASE DIAMETER MINIMUM TO 65% OF THE BASE DIAMETER MAXIMUM.



DETAIL 1
NOT TO SCALE

NOTE:
PATTERN, SIZE &
ORIENTATION ARE
PER MANUFACTURER'S
RECOMMENDATION



Revision	By	Approved	Date
ORIGINAL		PARKINSON	02/95
ADD METRIC		T. STANTON	03/03
UPDATE		D. DAVIES	12/04
UPDATED	MR	MR/CV	03/12
UPDATED	MR	MR/CV	03/12

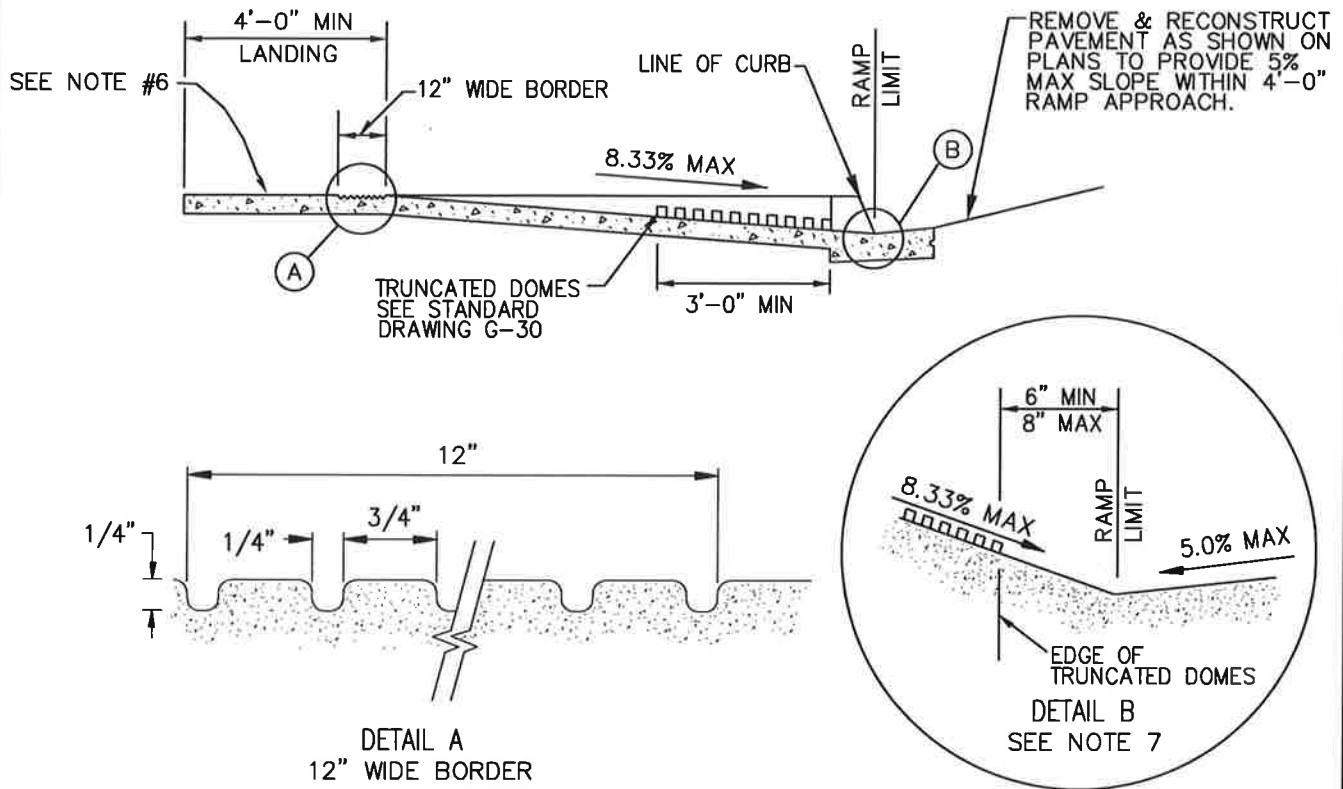
SAN DIEGO REGIONAL STANDARD DRAWING

TRUNCATED DOMES

RECOMMENDED BY THE SAN DIEGO
REGIONAL STANDARDS COMMITTEE

M. Stanton 12/17/2015
Chairperson R.C.E. 19246 Date

DRAWING
NUMBER **G-30**



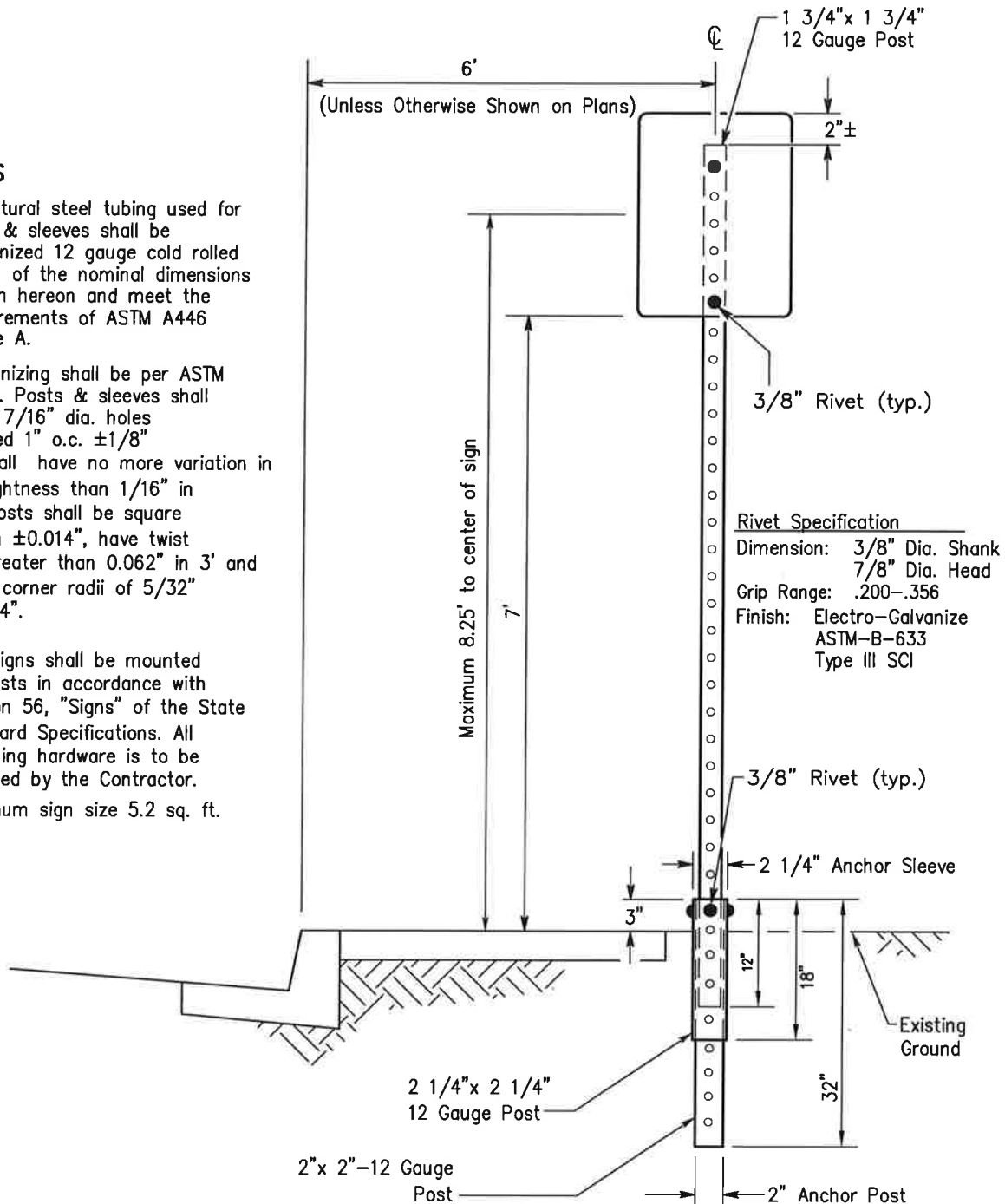
NOTES

1. THE REMOVAL OF EXISTING CONCRETE CURB, GUTTER, SIDEWALK, AND PAVEMENT FOR PEDESTRIAN RAMP INSTALLATION SHALL COMPLY WITH STANDARD DRAWING G-11. FOR CONSTRUCTION OF CURB RAMPS ON EXISTING SIDEWALKS, REMOVAL OF ADDITIONAL SIDEWALK MAY BE REQUIRED TO COMPLY WITH ADA REQUIREMENTS TO MEET EXISTING GRADE.
2. CONCRETE SHALL BE CLASS 520-C-2500.
3. AREAS SHOWN THUS: SHALL HAVE A MEDIUM TO HEAVY BROOM TEXTURE FINISH, PERPENDICULAR TO THE AXIS OF THE RAMP. AREAS SHOWN THUS: ARE THE MINIMUM REQUIRED FOR A COMPLETE RAMP INSTALLATION.
4. IF OBSTRUCTIONS SUCH AS INLETS, UTILITY POLES, FIRE HYDRANTS, ETC., ARE ENCOUNTERED, THE RAMP LOCATIONS MAY BE ADJUSTED UPON THE APPROVAL OF THE AGENCY.
5. THE RAMP SLOPES WILL BE MEASURED RELATIVE TO THE SIDEWALK SLOPE. ADJOINING SLOPE BEYOND THE RAMP SHALL NOT EXCEED 20:1 (5%).
6. LANDING CROSS SLOPE SHALL BE 2.0% MAX IN BOTH DIRECTIONS.
7. EDGE OF TRUNCATED DOME PANEL SHALL BE LOCATED 6" MINIMUM AND 8" MAXIMUM FROM THE GUTTER FLOWLINE.

Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING	RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE
ORIGINAL		PARKINSON	02/95		
UPDATE		D. DAVIES	12/04	GENERAL NOTES FOR CURB RAMPS	 Chairperson R.C.E. 19246 Date 12/17/2015
REVISED		T. STANTON	04/06		
UPDATED	MR	MR/CV	03/12		
REVIEWED	CV	CV	12/15		
				DRAWING NUMBER	G-32A

NOTES

1. Structural steel tubing used for post & sleeves shall be galvanized 12 gauge cold rolled steel, of the nominal dimensions shown hereon and meet the requirements of ASTM A446 Grade A.
2. Galvanizing shall be per ASTM A525. Posts & sleeves shall have 7/16" dia. holes spaced 1" o.c. $\pm 1/8"$ & shall have no more variation in straightness than 1/16" in 3'. Posts shall be square within $\pm 0.014"$, have twist no greater than 0.062" in 3' and have corner radii of 5/32" $\pm 1/64"$.
3. The signs shall be mounted on posts in accordance with Section 56, "Signs" of the State Standard Specifications. All fastening hardware is to be provided by the Contractor.
4. Maximum sign size 5.2 sq. ft.



Revision	By	Approved	Date
Updated		D. Gerschaffer	15-Dec

SAN DIEGO REGIONAL STANDARD DRAWING

BREAK-AWAY SIGN POST

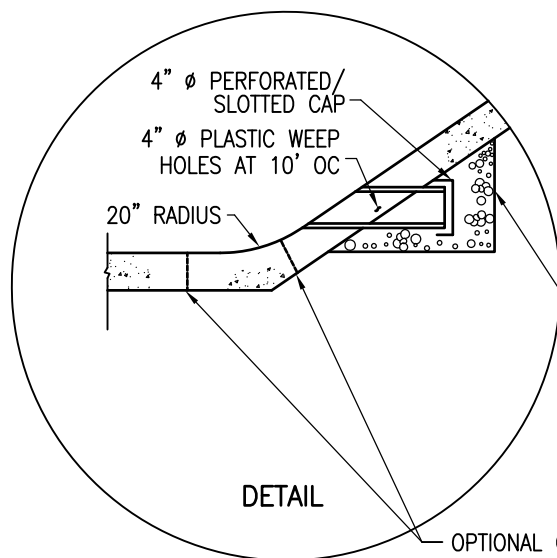
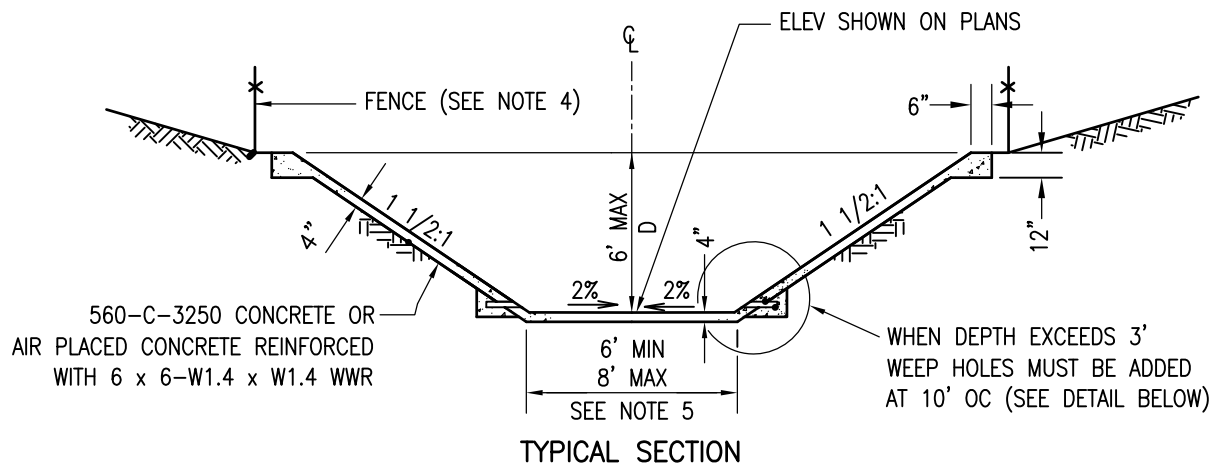
RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE

M. Stanton 12/17/2015

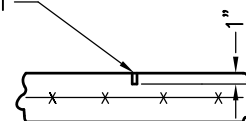
Chdirperson R.C.E. 19246 Date

DRAWING
NUMBER

M-45



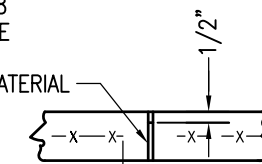
3/16" PREMOLDED JOINT MATERIAL
OR 1/8" SAWED JOINT



WEAKENED PLANE JOINT

1" MAX CRUSHED ROCK FILTER MATERIAL
PLACED A MINIMUM OF 18"
EACH SIDE OF WEEP HOLE

PREMOLDED JOINT MATERIAL

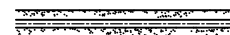


EXPANSION JOINT

NOTES

1. CLAY PIPE MAY BE SUBSTITUTED FOR PLASTIC PIPE AT WEEP HOLES.
2. WEAKENED PLANE JOINTS SHALL BE PLACED EVERY 12' TO 15'. EXPANSION JOINT SHALL BE PLACED AT ALL CHANGES OF SECTION AND AT ENDS OF CURVES.
3. CUTOFF WALLS SHALL BE CONSTRUCTED AT EACH END OF THE CHANNEL ALONG THE FULL WIDTH OF THE SECTION. SEE D-72.
4. CHAINLINK FENCE INSTALLATION SHALL BE AS REQUIRED BY AGENCY.
5. SEE D-71 FOR BOTTOM WIDTHS GREATER THAN 8 FEET.
6. MINIMUM REINFORCEMENT IS SHOWN.
7. ALTERNATE INVERT: 2% CROSS SECTIONAL SLOPE TOWARD ONE SIDE OF CHANNEL.

LEGEND ON PLANS



Revision	By	Approved	Date
ORIGINAL		Kercheval	12/75
Reformatted		T. Stanton	04/06
Edited	S.S.	T. Regello	03/11
Edited	T.R.	T. Regello	10/15
Edited	M.W.	M. Widelski	10/18

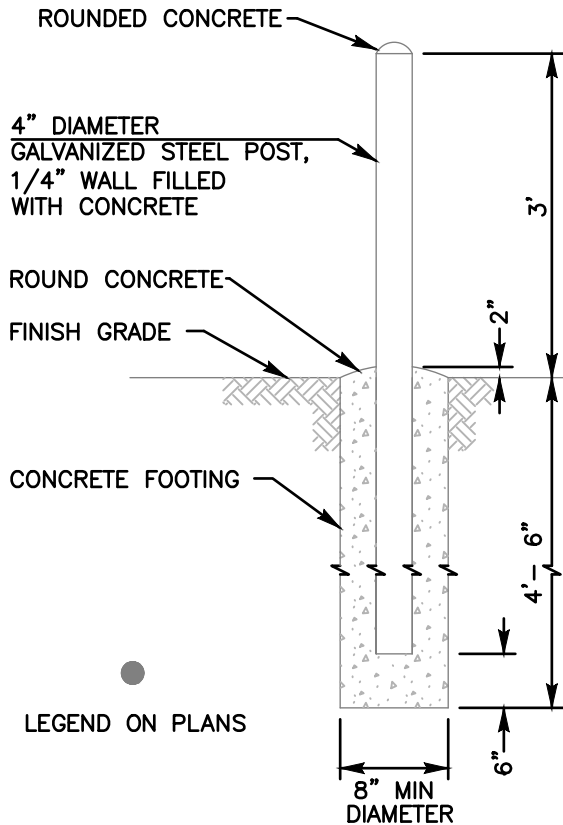
SAN DIEGO REGIONAL STANDARD DRAWING

MINOR DRAINAGE CHANNEL

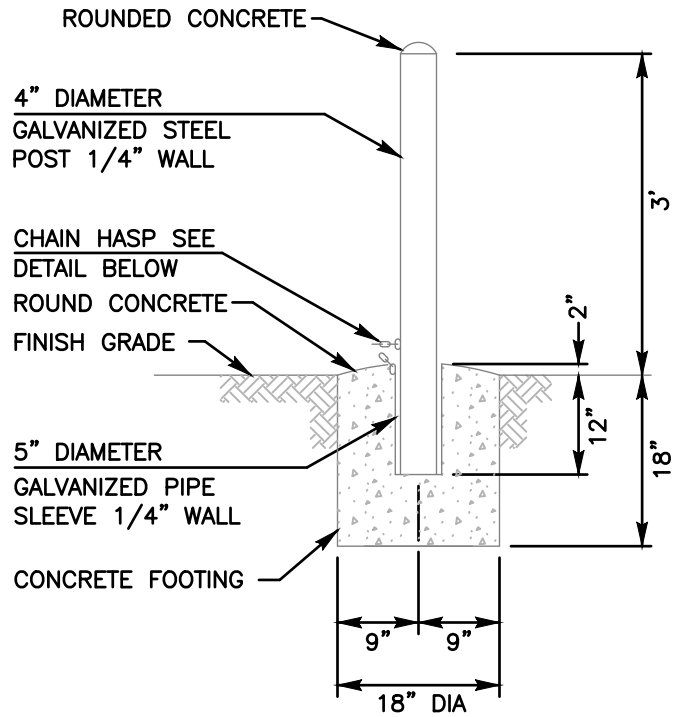
RECOMMENDED BY THE SAN DIEGO
REGIONAL STANDARDS COMMITTEE

M. Stanton 10/25/2018
Chairperson R.C.E. 19246 Date

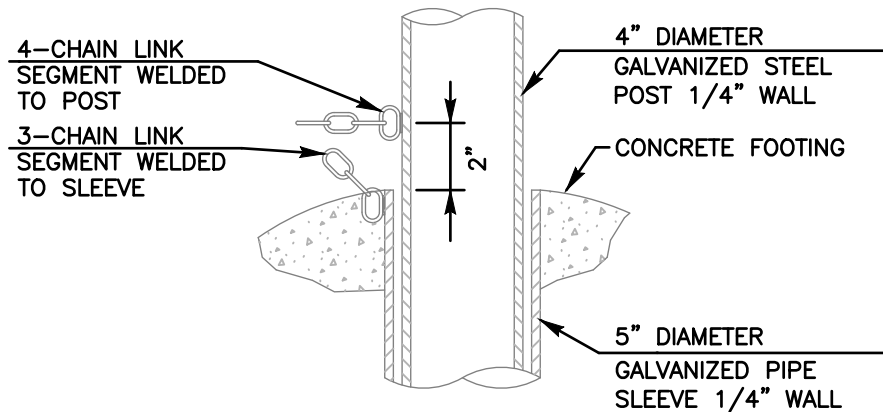
DRAWING
NUMBER D-70



PROTECTION POST
TYPE "A"



DEMOUNTABLE PROTECTION POST
TYPE "B"



CHAIN HASP DETAIL

NOTES:

- 1) TYPE "A" AND TYPE "B" PROTECTION POSTS SHALL BE INSTALLED WHERE INDICATED ON THE APPROVED PLANS OR AS DIRECTED BY THE ENGINEER. SDG&E REQUIREMENTS DICTATE IN AREAS OF SDG&E EQUIPMENT
- 2) CHAIN TO BE 1/4" PROOF COIL CHAIN GALVANIZED STEEL. WELD 4-LINK SEGMENT TO POST AND 3-LINK SEGMENT TO SLEEVE
- 3) TYPE "A" AND TYPE "B" PROTECTION POSTS SHALL BE COATED USING SAFETY YELLOW IN ACCORDANCE WITH AGENCY'S STANDARDS

Revision	By	Approved	Date
ORIGINAL		Kercheval	12/75
Add Metric		T. Stanton	03/03
Replaced W-16		J. Tomasulo	10/04
Delete Metric	MR	B. KNOLL	03/11
Updated	BK	B. KNOLL	10/18

SAN DIEGO REGIONAL STANDARD DRAWING

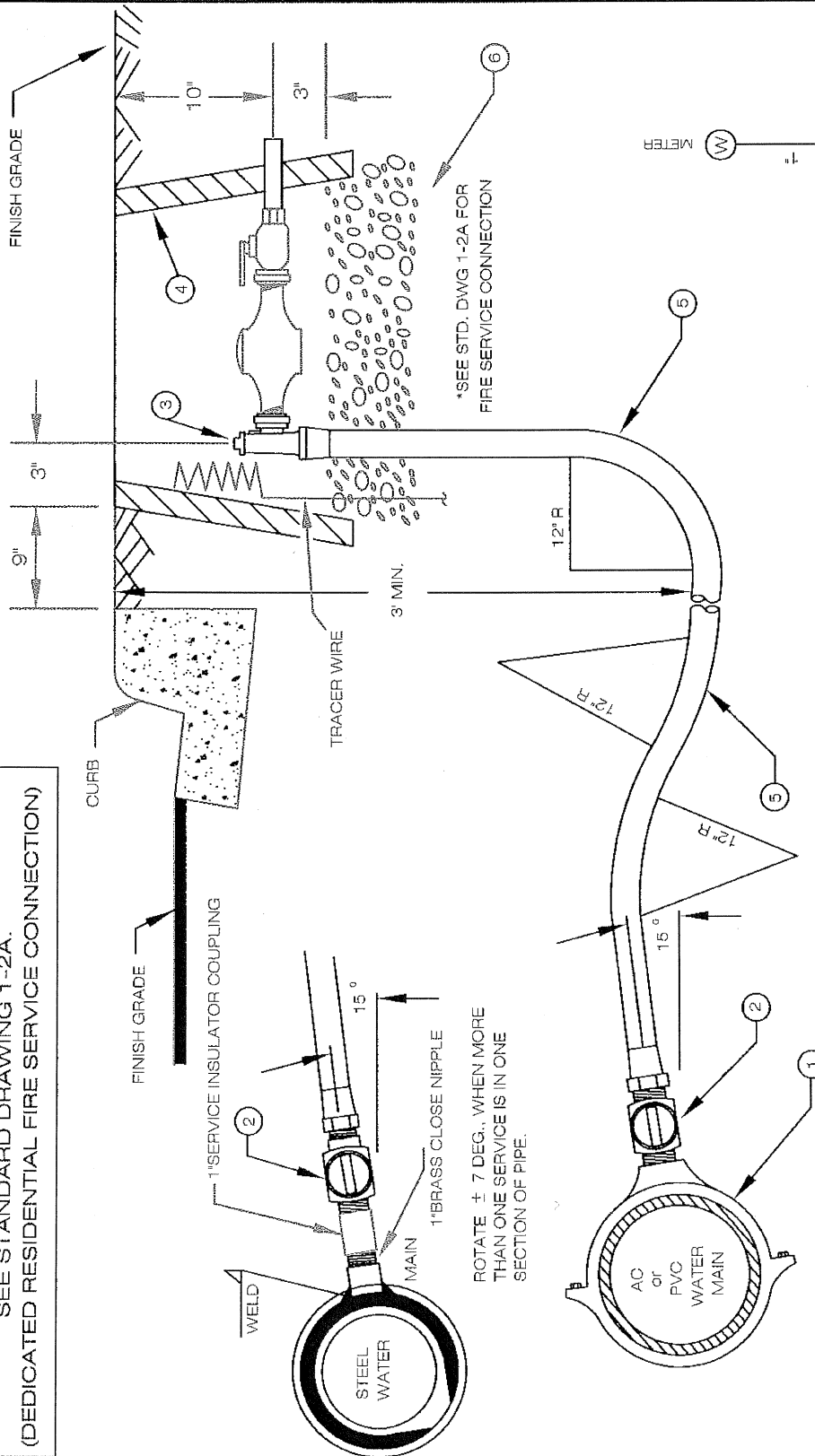
PROTECTION POST INSTALLATION

RECOMMENDED BY THE SAN DIEGO
REGIONAL STANDARDS COMMITTEE

M. Stanton 10/25/2018
Chairperson R.C.E. 19246 Date

DRAWING
NUMBER WM-04

* IF SEPARATE FIRE SPRINKLER METER REQUIRED,
SEE STANDARD DRAWING 1-2A.
(DEDICATED RESIDENTIAL FIRE SERVICE CONNECTION)



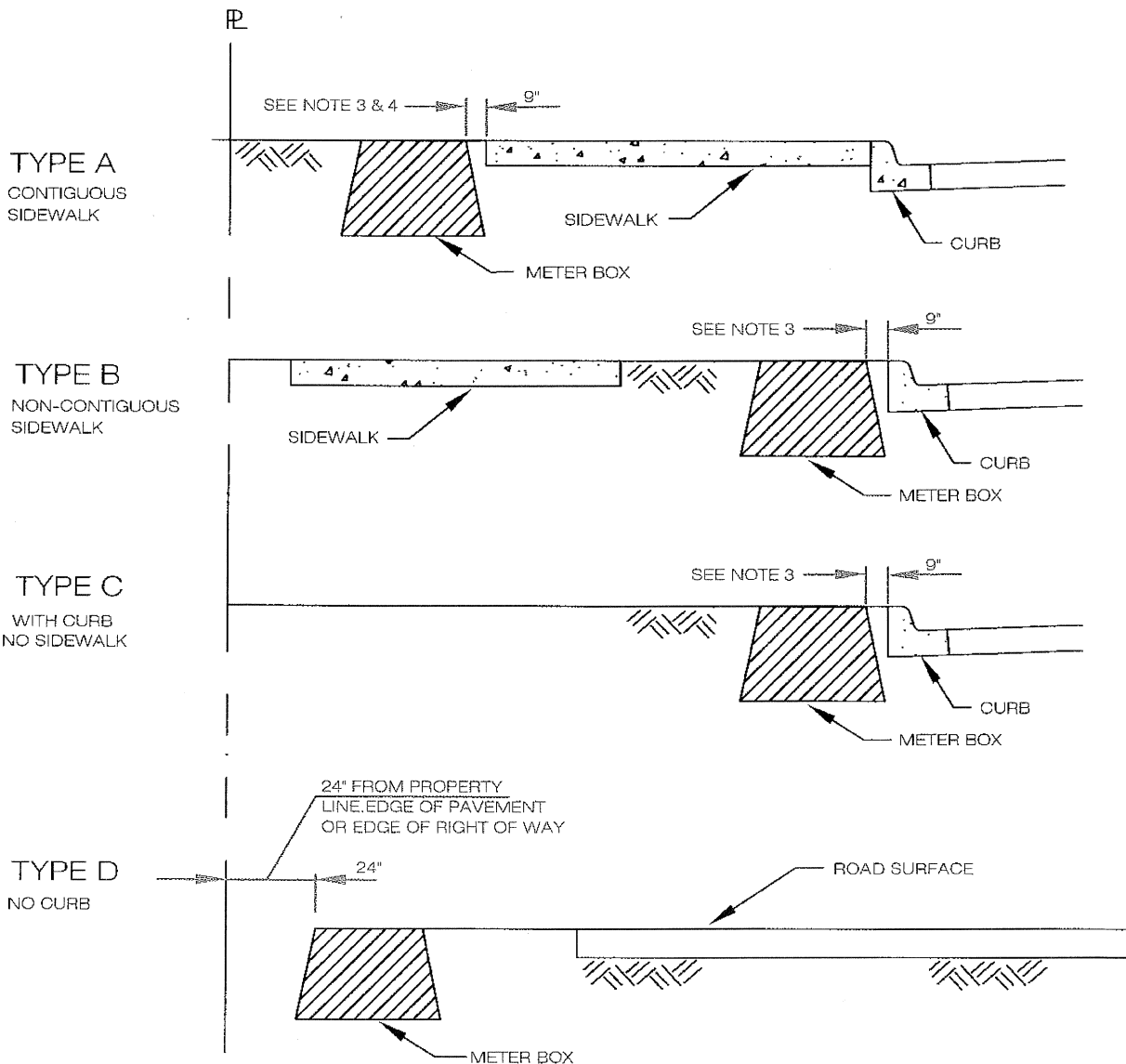
NOTES

LEGEND ON PLANS

- 1) DOUBLE STRAP BRONZE SERVICE SADDLE ON A.C. PIPE
- 2) BRONZE OR BRASS SADDLE WITH STAINLESS STEEL FOUR BOLT STRAPS FOR PVC
- 3) BRONZE CORPORATION STOP (INSTALL WITH KEY ON SIDE AND OPEN TAP).
- 4) BRONZE ANGLE SERVICE STOP WITH LOCKING DEVICE AND METER COUPLING.
- 5) METER BOX (SEE STD. DWG. 1-4 FOR LOCATION) METER BOX LOCATED IN TRAVELED WAYS, PAVED AREAS, AND SIDEWALKS SHALL BE CONCRETE, ALL OTHERS SHALL BE PLASTIC.
- 6) USE TYPE "K" COPPER TUBING FOR 1" SERVICE. (NO INTERMEDIATE JOINTS PERMITTED)
- 7) 3/8" ROCK, (4" TO 6") DEEP

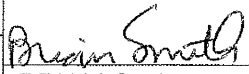
- A) INSTALL CATHODIC PROTECTION PER STD. DWG. 8-14
- B) ALL WATER METER OUTLETS SHALL BE LOCATED WITHIN LANDSCAPED AREAS. PLACEMENT OF OUTLETS IN PAVED AREAS REQUIRE PRIOR APPROVAL & SHALL BE IDENTIFIED ON THE IMPROVEMENT PLANS WITH THE SYMBOL. *
- C) INSTALL WARNING IDENTIFICATION TAPE

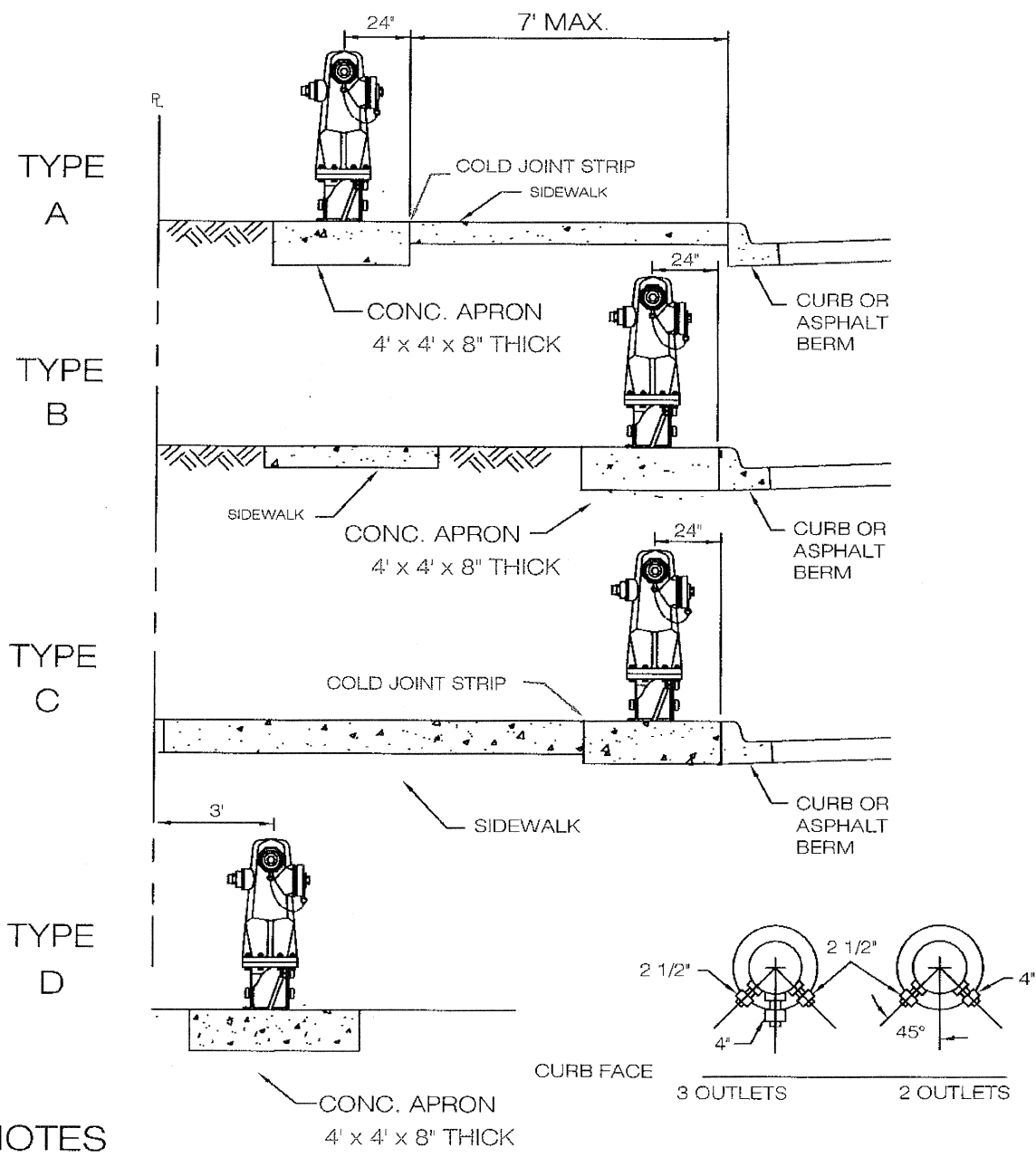
REVISIONS	APPROVED	DATE	VISTA IRRIGATION DISTRICT	
UPDATED	B. SMITH	03/25/11	1" WATER SERVICE	Brian Smith 3/25/11 BRIAN SMITH DATE R.C.E. 39926
				STD. DWG. 1-1



NOTE:

1. METER BOXES SHALL NOT BE LOCATED IN DRIVEWAYS.
2. WHERE SERVICE LATERAL CROSSES A NEW CURB, THE LOCATION SHALL BE MARKED BY STAMPING A "W" IN THE FACE OF THE CURB AT THE CROSSING POINT.
3. METER BOX SHALL BE INSTALLED 9" FROM BACK OF BERM, CURB, OR SIDEWALK.
4. AN EASEMENT MAY BE NEEDED DEPENDING ON LOCATION OF METER BOX.

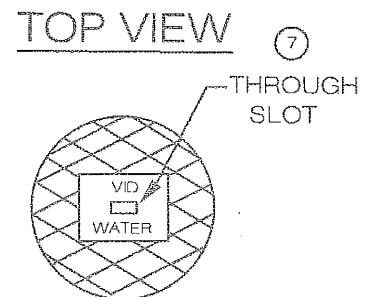
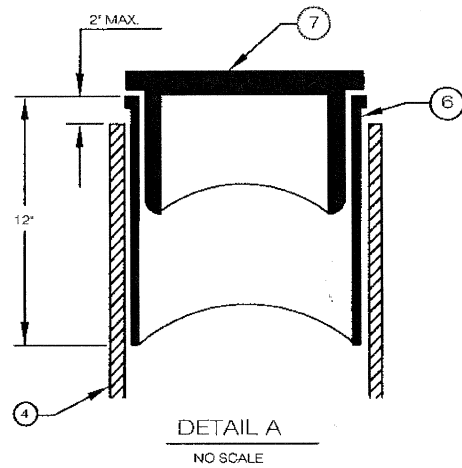
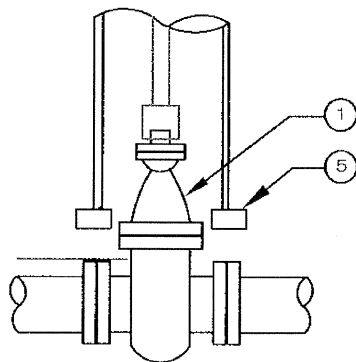
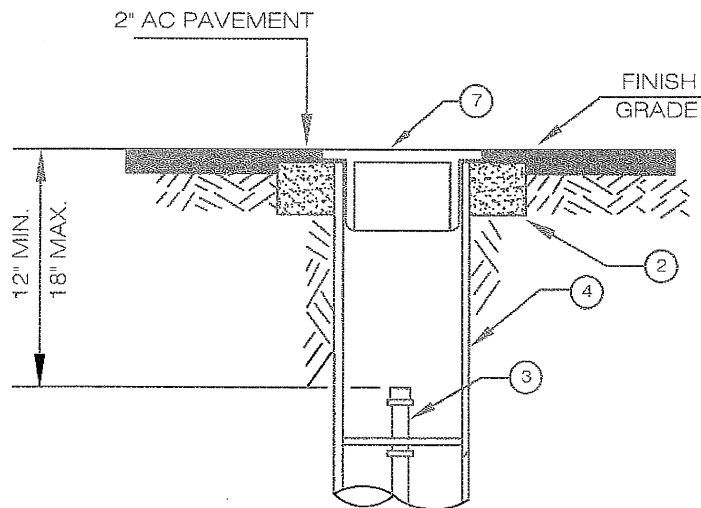
REVISIONS	APPROVED	DATE	VISTA IRRIGATION DISTRICT	
UPDATED	B. SMITH	03/25/11	METER BOX LOCATIONS	 3/25/11 BRIAN SMITH DATE R.C.E. 39926
				STD. DWG. 1-4



NOTES

- 1 APRON, WHERE REQUIRED
- 2 DISTANCE FROM HYDRANT TO TOP OR TOE OF SLOPE, MINIMUM 3' REQUIRED.
- 3 WHERE HYDRANT IS NOT PROTECTED BY A VERTICAL FACE CURB, PROTECTIVE POSTS MAY BE REQUIRED BY DISTRICT. SEE STD. DWG. 4-3 FOR DETAILS.
- 4 HYDRANT SHALL BE LOCATED 5' FROM CURB RETURN, 5' MIN. FROM DRIVEWAY, ON PROPERTY LINE EXTENSION, OR AS SHOWN ON PLANS.

REVISIONS	APPROVED	DATE	VISTA IRRIGATION DISTRICT	
UPDATED	B. SMITH	03/25/11	FIRE HYDRANT LOCATIONS	Brian Smith 3/25/11
				BRIAN SMITH DATE
				R.C.E. 39926
				STD. DWG. 4-2



NOTES

- 1 PIPE SHALL BE SAW OR MACHINE CUT ON EACH END, NO BEVELED OR BELL SECTIONS
- 2 FOR INLINE VALVE ANCHOR BLOCK INSTALLATION SEE STD. DWG. 5-5
- 3 VALVES DEEPER THAN 5' REQUIRE A VALVE STEM EXTENSION
- 4 EXTENSION STEMS SHALL NOT BE ATTACHED / BOLTED TO OPERATING NUT
- 5 MATERIALS SHALL BE SELECTED FROM THE VID APPROVED MATERIAL LIST

ITEM NO.	SIZE AND DESCRIPTION	ITEM NO.	SIZE AND DESCRIPTION
1	RESILIENT WEDGE GATE VALVE	4	8" PVC DR-14 PIPE x REQUIRED LENGTH OF GATE WELL
2	6" HIGH x 6" WIDE COMPACTED ASPHALT-CONCRETE RING	5	SUPPORT WITH (2) 2" x 2" x 12" LONG REDWOOD BLOCKS OR THE CONCRETE VALVE BLOCKING
3	VALVE STEM EXTENSION SEE NOTES 3 & 4	6	12" x 8" GALVANIZED SLEEVE, 20 GAUGE
		7	8" x 6" GATE WELL LID SEE APPROVED VID MATERIAL LIST

REVISIONS	APPROVED	DATE	VISTA IRRIGATION DISTRICT
UPDATED	B. SMITH	3/25/11	

VALVE WELL INSTALLATION	
Brian Smith	3/25/11
BRIAN SMITH	DATE
R.C.E. 39926	
STD. DWG.	5-3

Appendix J:

Sample Public Notification Documents



NOTICE

2023 Pedestrian Mobility Sidewalks Project

WORK WILL START IN MONTH YEAR AND CONTINUE UNTIL MONTH YEAR

The City of Vista has retained _____ of _____, CA to construct **sidewalk and curb ramp improvements along W. California Ave from N. Santa Fe Ave to Calle Chapultepec.**

The construction will require the implementation of traffic control to accommodate the work. Curb ramps and pedestrian traffic in the areas described above will be temporarily affected. Vehicle access through the work zone will also be temporarily affected but the streets will remain open to through traffic.

We will endeavor to complete this work as quickly as possible and with a minimum of inconvenience to you. Thank you for your understanding and cooperation during the construction of this project.

If you have any questions about the project or any concerns during construction, please contact one of the individuals below:

City Project Manager
Name
Engineering Department
(760) 643-_____
____@cityofvista.com

City Inspector
Name
Engineering Department
(760) 726-1340 x-____
-----@cityofvsita.com

Construction Contractor
Name
Company
Phone number
E-mail address

Sincerely,

Project Manager Name
City of Vista, Engineering Department



NOTIFICACION

Movilidad Peatonal 2023

Proyecto de Banquetas

El trabajo comenzara **MONTH YEAR** y terminará **MONTH YEAR**

La ciudad de Vista ha contratado a _____ de _____, CA para la construcción de banquetas y entradas por las siguientes calles:

Woodrail Drive a Gannet Drive

La construcción requiere control de tráfico para poder trabajar. Las entradas y tráfico peatonal en las áreas mencionadas anteriormente serán temporalmente afectadas.

El acceso vehicular en el área de construcción también será temporalmente afectado, pero las calles se mantendrán abiertas al tráfico.

Esperamos completar este trabajo lo más pronto posible con mínimas molestias. Le agradecemos su comprensión y cooperación durante la construcción de este proyecto.

Si tiene alguna pregunta o preocupación durante la construcción, por favor comuníquese con cualquiera de las siguientes personas:

Gerente del Proyecto
Name
Departamento de Ingeniería
(760) 643-_____
____@cityofvista.com

Inspector de la Ciudad
Name
Departamento de Ingeniería
(760) 726-1340 x-_____
-----@cityofvsita.com

Contratista de Construcción
Name
Company
Phone number
E-mail address

Atentamente,

Gerente del Proyecto para la Ciudad, **Name**
Ciudad de Vista, Departamento de Ingeniería



**City of Vista
Engineering Department**

NOTICE

2022 Sidewalks

Project NO PARKING

7:00 A.M. - 5:00 P.M.

SORRY FOR THE INCONVENIENCE

Your side of the street **MUST BE CLEAR OF PARKED VEHICLES** on:

so that our contractor can construct new sidewalk and driveways in your neighborhood.

Since parking on the street will be prohibited and your driveway will be replaced on this date, **PARK YOUR CAR ON THE OPPOSITE SIDE OF THE STREET OR ON AN ADJACENT, NON-POSTED STREET** before the time listed in this notice so that you will not be deprived of its use.

PARKED CARS WILL BE TOWED

You will NOT BE ALLOWED TO USE YOUR DRIVEWAY OR THE SIDEWALK on your street until the concrete surface cures. Please obey all construction area signs.

Please do not permit water to run down your driveway, across the sidewalk or in the gutter during street work. This will help the concrete to cure. **If your trash is scheduled for pick up on this date, please have it out by 6:00 a.m.** Access to your house will be provided.

UNDER NORMAL WEATHER CONDITIONS your street should generally be back in service by 5:00 p.m. However, the construction delays and unforeseen problems could affect the completion time. Work not done because of wet weather or unforeseen circumstances will be rescheduled and you will be re-notified within the next 2 weeks.

We realize the inconvenience caused by limited access to your house. Please understand that the inconvenience caused at this time is minor compared to the convenience of having sidewalk in your neighborhood.

THANK YOU FOR YOUR COOPERATION

City of Vista, Engineering Department (760) 7639-6113



**Ciudad de Vista
Departamento de Ingeniería**

AVISO

***Proyecto de mejoramiento de
banquetas para el año 2022***

No habrá estacionamiento

**De las 7:00am hasta las 5:00pm
Sentimos la molestia**

Su lado de la calle debe estar libre de vehículos estacionados el día:

para que el contratista pueda construir nuevas banquetas y entradas de autos en su vecindario.

Ya que se prohibirá el estacionamiento en la calle y su entrada temporalmente, **estacione su coche en el lado opuesto de la calle o en una calle cercana** antes del horario mencionado en este aviso para prevenir que su carro sea remolcado.

LOS COCHES ESTACIONADOS SERÁN REMOLCADOS

No se permitirá el uso de su entrada de carro hasta que se concluya la construcción de la banqueta. Por favor obedezca todas las indicaciones de la zona de construcción.

Por favor no permita que el agua corra por el camino de la entrada, sobre la banqueta, o en el canal durante la construcción de la calle. Esto ayudará que el concreto se seque. **Si la colección de basura está programada para esa fecha, por favor asegúrese que los botes de su basura estén afuera a las 6:00am.** Se proporcionará acceso a su casa para la colección de la basura.

Bajo condiciones normales de clima, generalmente su calle debe ser accesible después de las 5:00pm. Sin embargo, problemas imprevistos y retrasos de construcción podrían afectar la fecha de terminación del proyecto. Si el trabajo se retrasa por lluvia o por circunstancias imprevistas, será reprogramado y se le notificará en un lapso de 2 semanas.

Estamos conscientes de las molestias causadas por acceso limitado a su casa. Por favor, comprenda que las molestias ocasionadas en este tiempo son temporales y menores en comparación con la comodidad de tener banquetas nuevas en su comunidad.

GRACIAS POR SU COLABORACION

Ciudad de Vista, Departamento de Ingeniería, (760) 7639-6113

Appendix K:

Project Sign Layout Example

City of Vista Pedestrian Mobility Sidewalk Project



Construction Schedule:
Dec 2023 to March 2024

Vista City Council

Mayor John B. Franklin

Deputy Mayor Corinna Contreras, District 1

Council Member Joe Green, District 2

Council Member Katie Melendez, District 3

Council Member Dan O'Donnell, District 4



**Project financed by:
The United States Department of
Housing and Urban Development—
Community Development Block Grant**

Working Together to Build a Better Community!

Appendix L:

City of Vista Encroachment Permit



ENCROACHMENT PERMIT APPLICATION FORM

**NOTE: 36" MINIMUM
COVER FOR UTILITIES
IN RIGHT-OF-WAY**

ENGINEERING DEPARTMENT

200 CIVIC CENTER DR.
VISTA, CA 92084
(760) 639-6111

Please print required information

JOB AND OR DRAWING NUMBER:				ISSUED BY:		DATE:	
JOB SITE ADDRESS OR DESCRIPTION:				PERMIT #:		PERMIT EXPIRATION DATE:	
ASSESSOR'S PARCEL NUMBER (APN):				48 HOUR NOTICE REQUIRED FOR INSPECTION AND PRIOR TO START OF WORK CALL (760) 639-6113			
CONTRACTOR:							
CONTRACTOR'S MAILING ADDRESS:							
CITY				ZIP			
EMAIL ADDRESS:				YOU MUST CALL UNDERGROUND SERVICE ALERT AT (1-800-422-4133) (2) WORKING DAYS PRIOR TO WORK			
PHONE#:		FAX#:					
STATE LICENSE NUMBER		BUSINESS LICENSE NUMBER					
DESCRIPTION OF WORK:				UNDERGROUND SERVICE ALERT NO. _____ THIS PERMIT IS INVALID WITHOUT THIS NUMBER			
JOB SITE CONTACT:				<p>A CASH SECURITY is required for trench excavation or any work not covered by construction bonds. CASH SECURITY shall be a minimum of \$500 or equal to the cost of the proposed improvements within the City's right-of-way. CASH SECURITY may be returned as follows. For deposit amounts greater than \$500, ninety percent (90%) of the CASH SECURITY may be returned upon completion and approval of the improvements by the City Engineer or his designee. The remaining ten percent (10%) <u>or a minimum of \$500</u> will be retained for a period of (1) year after the date that the work is completed. CASH SECURITY will be forfeited and used to correct defects, unacceptable work, trench failures or subsidence if corrective work is not completed within (5) working days after notification.</p>			
CELL PHONE #							
START DATE							
ESTIMATED COMPLETION DATE							
THE FOLLOWING MUST BE INCLUDED OR EMAILED WITH PERMIT APPLICATION: TRAFFIC CONTROL PLANS (1 COPY) SITE PLAN / VICINITY MAP (1 COPY) CONSTRUCTION PLANS (1 COPY) LIABILITY INSURANCE (1 COPY) WORKMAN'S COMP INSURANCE (1 COPY) CITY OF VISTA BUSINESS LICENSE (1 COPY) CALOSHA PERMIT (1 COPY)							
PLEASE SEND EMAIL SUBMISSIONS TO THE FOLLOWING EMAIL ADDRESS: encroachmentpermit@ci.vista.ca.us				<p>I agree to save, keep and hold harmless the CITY OF VISTA, its officers and agents, from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be caused by any willful or omission by the contractor, or any of the contractor's employees, or any sub-contractor. The CITY OF VISTA will not be liable for any accident, loss or damage to the work prior to its completion and acceptance.</p> <p>I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability, for workman's compensation or to undertake self-insurance in accordance with the provisions of said Labor Code and I will comply with such provisions before commencing the performance of the work of this contract.</p> <p>I hereby acknowledge that I have read this application and certify that the information given is correct. I agree to comply with all applicable city ordinances, state laws and with the requirements of this permit.</p>			
				SIGNATURE _____			
				PRINT NAME _____			
				DATE _____			
NOTICE: THIS IS NOT AN ENCROACHMENT PERMIT - CONTRACTOR MUST SIGN ACTUAL PERMIT IN PERSON							



CITY OF VISTA

Requirements for Encroachment Permits

1. Must have State Contractor's License.
2. Required License Types: For trenching, only A, C-34, C-36 & C42 allowed
Additional License Types may be allowed for Surface Improvements
3. State of California Occupational Safety and Health Permit (CALOSHA).
4. Must submit applicable Underground Service Alert Number, if applicable.
5. Must have valid City of Vista Business License.
6. Must have Workers Compensation Insurance with the City of Vista as Certificate Holder.
7. Must have Liability Insurance with the City of Vista listed as the Certificate Holder and as Additional Insured.

If working in a street or easement, liability amount must be at least \$1,000,000.00

For surface improvements - sidewalks or driveways amount must be \$500,000.00

8. **Must have \$1,000,000.00 of pollution liability insurance if doing any work on or within public sewer manholes or public sewer mains.**
9. Must adhere to the attached City Notices for Traffic Control, Materials, and Stormwater standards.

PLEASE NOTE

**Additional Insured Endorsements must be included
as attachments to the Certificate of Liability Insurance**

******* Endorsements must cover Ongoing and Completed Operations *******

10. Permit Fee & Required Cash Trust Deposit: Minimum cost of permit is \$1,669.85 plus a minimum cash trust deposit of \$500.00 or an amount equal to the cost of the improvements being done within the City's right-of-way. Minimum permit fee covers 3 hours of inspection time and 30 minutes for preconstruction meetings. Additional fees will be due if more than 3 hours of inspection time is required.

Trust Deposit may be returned as follows.

Ninety percent (90%) of Cash Deposit may be returned upon completion and approval of the improvements by the City Engineer or his designee.

The remaining ten percent (10%) or a minimum of \$500.00 will be held for a period of one year after the completion and final approval of the work and may be returned if the funds are not required to correct improvement defects, unacceptable surface work and trench failure or subsidence which is not corrected within (5) working days after notification.

APPROVABLE TRAFFIC CONTROL PLANS MUST TO BE SUBMITTED WITH PERMIT APPLICATION. ISSUANCE OF PERMIT MAY BE DELAYED IF NOT SUBMITTED. TRAFFIC CONTROL PLANS MUST MEET ALL REQUIREMENTS MANDATED WITHIN THE CALIFORNIA MANUAL ON TRAFFIC CONTROL DEVICES.



CITY OF VISTA - Notice

The following General Traffic Control Conditions shall be considered a part of the City of Vista Encroachment Permit

Traffic Control and Standards

1. Telephone Engineering Inspection at 760-639-6113, 48 hours prior to any work in the City right-of-way.
2. The traffic control plan must be prepared by either a California licensed Traffic Control Services Consultant (C31 Contractor's License – Construction Zone Traffic Control Contractor) or be a California registered Traffic or Civil Engineer.
3. The traffic control plan must be in accordance with the latest edition of the California MUTCD or the San Diego Regional Standard Drawings.
4. The Encroachment Permit shall be kept on the worksite during all ongoing work with the City-approved traffic control plan.
5. Traffic control shall be set and maintained per the City approved traffic control plan. Barricades shall be Type II Flashing, with reflectorized delineators and signs, if required for night operations. Minimum lane width is 11 feet.
6. No street shall be closed without the approval of the Traffic Engineer pursuant to a City approved traffic control plan.
7. Pedestrian walkway shall be left open or detoured using a minimum four-foot-wide safe passageway pursuant to a City approved traffic control plan.
8. Normal working hours are 7:00 a.m. – 5:00 p.m., Monday through Friday unless indicated otherwise on the City approved traffic control plan.
9. Work in the public right-of-way shall be Monday through Friday only. No work is allowed on Saturday, Sunday, or City Holidays without prior City approval.
10. Upon permit expiration, all work ceases until a new permit application is submitted and approved. Existing permit time extension requests must be submitted prior to expiration date of permit.
11. No construction vehicles shall be parked upon public sidewalks. VCC 10.24.040.
12. It is the permittee's responsibility to protect against any dirt or debris from being deposited within the City storm drain system. See attached stormwater pollution prevention requirements.
13. The permittee is required to immediately comply with all directives issued by the City Inspector to eliminate dust, mud, or other site nuisance.



CITY OF VISTA - Notice

**The following Materials and Standards shall be considered
a part of the City of Vista Encroachment Permit**

Materials and Standards

1. The permittee is responsible to perform all work and conduct operations per City approved editions of the SSPWC, SDRSD, CITY STDS, CODES, this PERMIT, and all other applicable requirements.
2. No trenches shall be left open overnight. Trenches shall either be plated with recessed non-skid trench plates and all edges sealed with temporary AC seal, or backfilled and paved with a minimum of 2" of compacted 3/4" B2 PG 64-10 hot mix. Temporary AC Cold Mix is not allowed unless authorized by the City Engineer. For trenches wider than 4-feet, a paving machine is required.
3. Curb, gutter, sidewalk, driveways, and curb ramps shall be sawcut to an even line and be removed joint to joint per SDRSD G-11.
4. Curb and gutter and cross gutter shall be removed as directed by the City Inspector. Concrete removal will require a 1' minimum section of asphalt sawcut and repave.
5. Permanent asphalt placement shall be per City of Vista Std. Dwg. SRF-08A & 08B. Two-inch (2") grind and cap is required for all trenches and shall extend a minimum of 4 feet wide or 12-inches from the outside edge of the trench whichever is greater. AC shall be placed using a spreader box or a paving machine. Cap with 1/2" Med. C2-PG 64-10 RAP unless otherwise noted. Streets paved with rubberized asphalt shall be capped with the same material.
6. All damaged roadway striping shall be replaced in kind.
7. All concrete placed shall be transit mix, unless waived by the City Inspector.
8. Two-sack slurry backfill is required when tunneling under curb and gutter.
9. All subgrade (12" depth) and basegrade material shall be compacted to 95 percent density. Sidewalk sub/base material shall be compacted to 90 percent density. Certification, including compaction testing, shall be provided by the Permittee unless waived by the City Inspector.
10. No excavated material shall be hauled to a site within the City of Vista, without City Inspector knowledge of the end haul location, and the appropriate permits.
11. Any continuous hauling operation will require a City approved Haul Route Permit, prior to commencing the haul. Hauling of dirt/rock etc. without this permit may subject this haul to an immediate Stop Work Notice.
12. Approved City materials for construction include:
 - a. Asphalt: Surface course – 1/2" Med. C2-PG 64-10 RAP, Min. .10 thick
Base course – 3/4" Med. B-PG 64-10 RAP
Berm – D2-AR-8000
[Performance Grade (PG) asphalt binder may be substituted for AR-8000 asphalt binder in AC Berm]
 - b. Concrete for structures – 6-sack 3250 PSI min.
 - c. Concrete for curb and gutters, sidewalks, driveways – 520-C-2500 min.
 - d. Base material for curb ramps – 6" Class II/Caltrans 26-1.02B
 - e. Street base material – Class II
 - f. Sidewalk base material – 6" Class II
 - g. Curing compound on all concrete – Type I SSPWC 303-5.6

All standards are considered minimum and may be revised by the City depending upon field considerations, standards and materials approved on a signed City plan, supercede above materials and standards. It is the permittee's responsibility to understand and implement all Standards, Codes and other applicable requirements.

CITY OF VISTA – NOTICE

The following Stormwater Pollution Prevention Requirements shall be considered part of the City of Vista Encroachment Permit Stormwater Pollution Prevention Requirements

Project Activity	Required Pollution Prevention
Trash & Waste Generation <u>**REQUIRED FOR ALL PROJECTS**</u>	Permittee shall inform any on-site employees of these pollution prevention requirements. Within or adjacent to the encroachment area, permittee shall: <ul style="list-style-type: none"> • Collect and contain all construction trash, waste, and debris • Promptly contain and clean any spill on site • Routinely inspect site, remove loose trash, and prevent spills • Properly dispose of any hazardous materials • Not wash down surfaces unless water is collected and removed or directed to landscape • Close lids in trash collection areas when not in use
Digging of Dirt – excavation, trenching, demolition of structures or grading	Within or adjacent to the encroachment area, permittee shall: <ul style="list-style-type: none"> • Prevent dirt from migrating into street, sidewalk, or storm drain • Protect nearby storm drain inlets with perimeter controls and/or filter fabric • Install and maintain effective erosion and sediment controls • Cover exposed soils using mulch, tarps, or erosion control devices • Secure tarps over dirt and debris piles • Routinely sweep site to remove and properly dispose of dirt generated by work
Driveway or Sidewalk	Within or adjacent to the encroachment area, permittee shall: <ul style="list-style-type: none"> • Direct surface runoff to landscape areas, where feasible • Follow Required Pollution Prevention Requirements for “Digging of Dirt” • Follow Required Pollution Prevention Requirements for “Concrete, Paint, Mortar, or Stucco Work”
Concrete, Paint, Mortar, or Stucco Work	Within or adjacent to the encroachment area, permittee shall: <ul style="list-style-type: none"> • Contain wet mixing areas within confined area • Prevent concrete, paint, mortar or stucco material from migrating into street, sidewalk or storm drain • Properly dispose of waste material generated by work
Temporary Storage of Materials Outside	Within or adjacent to the encroachment area, permittee shall: <ul style="list-style-type: none"> • Elevate work materials off ground where possible, such as on pallets • Secure tarps over work materials stored outside
Washing of Material, Equipment, or Surface	Within or adjacent to the encroachment area, permittee shall: <ul style="list-style-type: none"> • Not wash down surfaces unless water is collected and removed or directed to landscape
Landscaping and Irrigation Systems	Within or adjacent to the encroachment area, permittee shall: <ul style="list-style-type: none"> • Not store landscape materials in street • Prevent dirt from migrating into street, sidewalk, or storm drain • Secure tarps over piles of mulch or soil • Routinely sweep site to remove and properly dispose of dirt generated by work • Not wash down surfaces unless water is collected and removed or directed to landscape • Test irrigation system, preventing overspray and runoff from hard surfaces