



**CONTRACT DOCUMENTS FOR**  
**Libby Lake Lighting and Mini Pitch Court**  
**CIP23-00017**

**OCEANSIDE, CALIFORNIA**

**Prepared by:**

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



**June 17, 2024**

## **PROJECT INFORMATION**

**PROJECT NAME:** Libby Lake Lighting and Mini Pitch Court

**PROJECT NUMBER:** CIP23-00017

**PROJECT MANAGER:** Kymberly Corbin  
City of Oceanside  
Development Services Department  
300 North Coast Highway  
Oceanside, CA 92054  
(760) 435-3534

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

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

**The City of Oceanside website: [www.ci.oceanside.ca.us](http://www.ci.oceanside.ca.us)**

**CITY OF OCEANSIDE CONTRACT DOCUMENTS  
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CIP23-00017**

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## CITY OF OCEANSIDE CONTRACT DOCUMENTS

### SECTION 1: NOTICE INVITING SEALED BIDS

**PROJECT: Libby Lake Lighting and Mini Pitch Court  
CIP23-00017**

**1.1 PUBLIC NOTICE IS HEREBY GIVEN** that the City of Oceanside, hereinafter referred to as AGENCY, invites sealed bids for the above stated project and will receive such bids in the offices of and addressed to Oceanside City Clerk, 300 North Coast Highway, Oceanside, CA 92054, up to the hour of 10 a.m., the 16<sup>th</sup> day of July 2024, at which time they will be publicly opened.

**1.2** Bids shall be written clearly and legibly in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside **“SEALED BID FOR LIBBY LAKE LIGHTING AND MINI PITCH COURT, CIP23-00017 – DO NOT OPEN WITH REGULAR MAIL.”**

**1.3** An **Optional Pre-Bid Meeting** will be held at the Libby Lake, 504 Calle Montecito, Oceanside CA 92057, on the 2<sup>nd</sup> of July, 2024 at 10 AM.

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

**1.4.1 Scope of Work:** The scope of work includes furnishing specified materials, all labor, equipment, and services necessary to perform the following:

Libby Lake Lighting:

- Removal and replacement of existing light fixtures
- Trenching and installation of new electrical conduit and boxes
- Installation of new light poles and fixtures

Mini Pitch Court:

- Demolition and complete removal of existing Volleyball Court
- Installation of concrete slab
- Trenching and installation of new empty electrical conduit
- Re-alignment of surrounding irrigation to prevent overspray

All work shall be completed in accordance with the supplied specifications and drawings.

**1.4.2 Location of Work:** 504 Calle Montecito, Oceanside, CA 92057

**1.4.3 Plan Reference Numbers:** BLDG24-0055

**1.4.4 Time for Completion.** Time is of the essence in the performance of work under this contract. All work shall be completed in every detail to the satisfaction of the Engineer, exclusive of Maintenance and Concrete Curing Periods, within 40 working days after the commencement date set forth in the Notice to Proceed or prior to November 1<sup>st</sup>, 2024 whichever is sooner.

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

**1.5** Digital copies of the Plans, Special Provisions, and other Contract Documents are available for viewing and downloading on the City of Oceanside Website at [www.ci.oceanside.ca.us](http://www.ci.oceanside.ca.us). Written requests may also be made to the Project Manager, Kymberly Corbin, at [kcorbin@oceansideca.org](mailto:kcorbin@oceansideca.org).

**1.6** The CONTRACTOR to whom the contract is awarded shall be required to possess an "A" General Building Contractor's License at the time the contract is awarded. Any landscape work shall be completed by a "C27" licensed contractor and may performed by a subcontractor.

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

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


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

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

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

**Pursuant to the authority granted by the Oceanside City Council, the AGENCY hereby invites sealed bids for this Project.**

**PROJECT: Libby Lake Lighting and Mini Pitch Court  
CIP23-00017**

By:   
\_\_\_\_\_  
BRIAN THOMAS  
\_\_\_\_\_  
Title: City Engineer  
\_\_\_\_\_  
Date: 6/18/24  
\_\_\_\_\_

## CITY OF OCEANSIDE CONTRACT DOCUMENTS

### SECTION 2: INSTRUCTIONS TO BIDDERS

**PROJECT: Libby Lake Lighting and Mini Pitch Court  
CIP23-00017**

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

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

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

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

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

- a. **Addenda** – Written or graphic instruments issued in accordance with Subsection 2.9 prior to the opening of Bids, which clarify, correct or change the Contract Documents.
- b. **AGENCY** - City of Oceanside.
- c. **Agreement** – The written Public Works Agreement (Subsection 5.1) between the CONTRACTOR and the AGENCY which sets forth the Work to be performed and which incorporates all Contract Documents.
- d. **Bid** – The firm offer by the Bidder to perform the Work set forth in the Contract Documents for the price set forth in the Bid Schedule.
- e. **Bidder** – The legal entity (individual, sole proprietorship, partnership, corporation, or otherwise) submitting a Bid for the Work, acting through a duly authorized representative pursuant to Subsection 2.5, or a designated representative pursuant to the Notice of Award.

- f. **Bidder's Security** – The security to be submitted by the Bidder pursuant to Subsection 2.13 to be used by the AGENCY in the event of the Bidder's failure to properly execute the necessary Award Documents set forth in the Notice of Award.
- g. **Board** – City Council of the City of Oceanside.
- h. **Caltrans** – California Department of Transportation.
- i. **City Attorney** – The City Attorney of the City of Oceanside, or any Assistant or Deputy thereof.
- j. **City Clerk** – The City Clerk of the City of Oceanside or the City Clerk's authorized designees.
- k. **Code** – The codes of the State of California, unless otherwise specified.
- l. **Completion Date** - The date of completion of all work under the Agreement as set forth in Section 6.
- m. **Contract** – Contract Documents as defined in Subsection 5.1.1.
- n. **CONTRACTOR** – The legal entity (individual, sole proprietorship, partnership, corporate, or otherwise) with whom the AGENCY has entered into the Agreement, acting through a duly authorized representative pursuant to Subsection 2.5. Upon proper execution of the Agreement, the CONTRACTOR shall be responsible for compliance with all requirements under the Contract Documents of the CONTRACTOR, the Bidder, the Successful Bidder, and the Prime CONTRACTOR.
- o. **Contract Price** – The “total amount bid” set forth in the Bid Schedule (Subsection 3.5).
- p. **Contract Time** – The amount of time for performance of all work under the Agreement as set forth in Section 6.
- q. **County** – San Diego County.
- r. **Day/Work Day** – Unless otherwise specified, the term “day” shall mean a calendar day of 24 hours, measured from midnight to the next midnight. A “work day” is any day other than 1) Saturday; 2) Sunday; 3) any day designated as a holiday by the AGENCY; 4) any other day designated as a holiday in a Master Labor Agreement entered into by the CONTRACTOR or on behalf of the CONTRACTOR as an eligible member of a Contractor Association, provided that the CONTRACTOR makes a written request for written confirmation from the Engineer within twenty (20) days after the designated holiday.



- s. **Engineer** – The City Engineer of the City of Oceanside or the City Engineer’s authorized designees.
- t. **Federal** – The United States of America.
- u. **Plans** – The design of the project as set forth in the Plan Reference Numbers referred to in Subsection 5.1 and amendments thereto approved in accordance with the Contract Documents. The plans describe the location, character, dimensions and details of the Work.
- v. **Project** – The result of the performance of all Work set forth in the Contract Documents.
- w. **Scope of Work** – The general description of the Work to be performed under the Contract Documents as set forth in Subsection 1.3 of the Contract Documents.
- x. **Section/Subsection** – A reference in the Contract Documents to “Section” or “Subsection” shall refer to the Section or Subsection of the Contact Documents unless otherwise specified.
- y. **Site** – The property within which the CONTRACTOR shall perform the Work under the Contract Documents as described in the Plans.
- z. **Specifications** – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- aa. **Standard Drawings** – The Regional Standard Drawings, San Diego Area, 1988, and AGENCY approved supplements thereto.
- bb. **Standard Specifications** – The 2024 edition of the Standard Specifications for Public Works Construction, including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of the Standard Specifications are available from the publisher, Buildings News, Incorporated, 3055 Overland Avenue, Los Angeles, CA 90034, 1-888-264-7483.
- cc. **Standard Specifications of the City of Oceanside** – The most recent edition of the City of Oceanside Engineers Design and Processing Manual. Copies of this manual are available from the Development Services Department on the City’s Website at <http://www.ci.oceanside.ca.us/gov/dev/eng/edpmanual.asp>.
- dd. **State** – The State of California.

- ee. **Subcontractor** – Any legal entity (individual, sole proprietorship, partnership, corporate, or otherwise) having a direct contract with the CONTRACTOR or any other subcontractor for the performance of a part of the Work.
- ff. **Work** – Furnishing all materials, equipment, tools, labor and incidentals required by the Contract Documents to complete the project in a good and workmanlike manner satisfactory to the Engineer.

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

**2.4 BID DOCUMENTS:** All Bid Documents shall be typewritten or printed clearly and legibly in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside, **“SEALED BID FOR LIBBY LAKE LIGHTING AND MINI PITCH COURT, CIP23-00017 – DO NOT OPEN WITH REGULAR MAIL.”**

The Bid Documents for this project shall consist of completion of Attachment D, Attachment E and Section 3, of the Contract Documents as follows:

Attachment D:

- Anti-Lobbying Certification
- Certification of Non-Debarred Status
- Proof of System for Award Management (SAM) Requirement
- Certification of Build America, Buy America Act (BABAA Compliance)

Attachment E:

- Bidder’s Section 3 Project Implementation Plan
- Bidder’s Section 3 Business Concern Utilization Plan
- Bidder’s Section 3 Worker Utilization Plan
- Copy of Bidder’s Outreach/Good Faith Effort Plan
- Certification for Contracts HUD Section 3 Regulations
- HUD List of Subcontractors
- Information Regarding Vendors
- Certification of Section 3 Business Concern

Section 3:

- Examination of Project Site and Contract Documents
- Bidder’s Certifications
- Assignment by Bidder to AGENCY
- Bidder’s Obligations upon AGENCY’s Acceptance of Bid
- Bid Schedule

Designation of Subcontractors  
Contractor's License  
Other Principals with Bidder  
Bankruptcy Judgments and Financial Condition  
References  
Designation of Sureties  
Labor Requirements  
Fair Employment Practices Provisions  
Equal Employment Opportunity Compliance  
Additional Pages  
Non-Collusion Affidavit  
Bidder's Security

**2.5 BIDDER'S SIGNATURES**

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

- a. Bid
- b. Bidders Security

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

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

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

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

A _____		B _____
Chairman of Board		Secretary
or	<u>AND</u>	or
President		Assistant Secretary
or		or
A _____		B _____

Vice President

Chief Financial Officer  
or  
Assistant Treasurer

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

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

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

**2.6 CONTRACTOR'S LICENSE.** The CONTRACTOR to whom the contract is awarded shall be required to possess a "A" General Building Contractor's License pursuant to Business and Professions Code Section 7057 at the time the contract is awarded. Any landscape work shall be completed by a "C27" licensed contractor and may performed by a subcontractor.

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

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

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

- a. The name, the location of the place of business, the California contractor license number, and the public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work for this project, or a subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and

specifications, in an amount in excess of one-half (½) of one percent (1%) of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half (½) of one percent (1%) of the Bidder's total bid or ten thousand dollars (\$10,000.00), whichever is greater.

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

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

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

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

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

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

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

The CONTRACTOR shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. The CONTRACTOR shall, at its expense, have the material tested as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will fulfill its intended function,

and will sufficiently match other products in use by the AGENCY on public improvements either completed or in the course of completion.

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

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

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

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

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

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

- (a) The Bid contains unauthorized provisions, conditions, limitations, or alternatives. (Alternative Bids shall not be considered unless specifically requested and authorized by the AGENCY prior to the bid opening.)
- (b) The Bid is not typewritten or is not printed in ink.
- (c) The Bid contains interlineations, alterations, erasures, clerical errors, or is otherwise illegible or unclear.
- (d) The Bid is not properly signed in accordance with these instructions.
- (e) The Bid is made on a form other than those provided in Section 3 of these Contract Documents. Additional descriptive matter may be submitted with the Bid if clearly documented in subsection 3.15 of the Bid Documents.
- (f) The Bid is sent without sufficient postage.

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

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

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

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

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

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

- a. A clerical error was made by the Bidder in filling out the bid and the error was not due to an error in judgment, or an error in inspecting the site of the work, or an error in reading the plans or specifications.
- b. The clerical error made the bid materially different than the Bidder intended the bid to be.
- c. The Bidder gave the AGENCY written notice within five (5) days after the opening of the bids, which notice specifies in detail the nature of the error and how the error was made.

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

- a. Cash
- b. Cashier's check made payable to the AGENCY
- c. A certified check made payable to the AGENCY

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

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

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

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

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

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

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

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

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

- a. "Performance Bond" for one hundred percent (100%) of the contract award to guarantee faithful and timely performance of all work, in a manner satisfactory to



the AGENCY, and further guarantee that all materials and workmanship will be free from original or developed defects.

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

## CITY OF OCEANSIDE CONTRACT DOCUMENTS

### SECTION 3: BID DOCUMENTS

**PROJECT: Libby Lake Lighting and Mini Pitch Court  
CIP23-00017**

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

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

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

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

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

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

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

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

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

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

**3.3 ASSIGNMENT BY BIDDER TO AGENCY.** Pursuant to Public Contract Code Section 7103.5, in submitting a bid to AGENCY, Bidder offers and agrees that if the bid is accepted, it will assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act, (Chapter 2; commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, materials, or services by Bidder for the sale to AGENCY pursuant to the bid. Such assignment shall be made and become effective at the time AGENCY tenders final payment to Bidder.

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

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

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

**3.5 BID SCHEDULE.**

The contract is subject to award to the lowest responsive and responsible bidder.

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Estimated Quantity</u></b>	<b><u>Units</u></b>	<b><u>Unit Price</u></b>	<b><u>Extended Amount</u></b>
1	Mobilization	1	LS		

Libby Lake Lighting:

2	Trenching	500	LF		
3	Electrical Conduit	500	LF		
4	Electrical Pull Boxes	4	EA		
5	Light Poles	6	EA		
6	Remove and Replace Fixtures (P2)	21	EA		
7	Remove and Replace Fixtures (S1)	2	EA		
8	Remove and Replace Fixtures (W2)	3	EA		

Libby Lake Mini Pitch Court:

9	Demo of Volleyball Court	1	LS		
10	Excavation	517	CY		
11	Concrete Placement	72	CY		
12	Electrical Conduit	1	LS		
13	Irrigation Re-Alignment	1	LS		

**Total Bid Amount in Numerals:**                    \$    \_\_\_\_\_

**Total Bid Amount in Words:**                    \$    \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**By**

\_\_\_\_\_  
**By**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Telephone Number**

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

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

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

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

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

<u>Item #'s of Work</u>	<u>Full Company Name, Address and Phone</u>	<u>Type and % of Work to be Performed</u>	<u>License No. &amp; Classification; DIR Registr. No.</u>
1.	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
2.	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
3.	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

<u>Item #'s of Work</u>	<u>Full Company Name, Address and Phone</u>	<u>Type and % of Work to be Performed</u>	<u>License No. &amp; Classification; DIR Registr. No.</u>
4.			
5.			
6.			
7.			
8.			
9.			
10.			

**3.7 CONTRACTOR'S LICENSE; PUBLIC WORKS CONTRACTOR REGISTRATION.**

Any bid not containing the State Contractor's License Number, Class and Expiration Date and the public works contractor registration number issued by the Department of Industrial Relations ("DIR"), or a bid containing information which is subsequently proven false, will be considered non-responsive and subject to rejection by the AGENCY. Bidder certifies, under penalty of perjury, that the following information is true and correct.

Bidder's Legal Name \_\_\_\_\_

State Contractor's License No. & Class \_\_\_\_\_

Original Date Issued \_\_\_\_\_

Expiration Date \_\_\_\_\_

DIR Registration Number \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_



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

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

	<u>Date Completed</u>	<u>Agency Name, Address &amp; Phone</u>	<u>Type of Work Performed</u>	<u>Contract Amounts</u>
1.	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
2.	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
3.	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
4.	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
5.	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

**3.11 DESIGNATION OF SURETIES.**

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

The bidder shall provide one of the following sureties:

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

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

The bidder shall provide one of the following sureties:

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

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

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

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

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

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

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

- a) Addenda No(s) \_\_\_\_\_
- b) Bidder's Security submitted pursuant to Subsection 2.13 of the Instructions to Bidders  
\_\_\_\_\_
- c) All other additional pages \_\_\_\_\_  
\_\_\_\_\_

**3.16 NON-COLLUSION AFFIDAVIT.** Bidder shall fill in the three blank lines below with:

- (a) The name of the person signing this bid on behalf of the Bidder.
- (b) The title of the person signing this bid in relation to the Bidder.
- (c) The legal name of the bidder.

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

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute these Bid Documents on behalf of the bidder, and have caused these Bid Documents to be executed by setting hereunto their names, titles, and signatures hereon this day of \_\_\_\_\_, 2021, at \_\_\_\_\_ County, in the State of \_\_\_\_\_.

**PROJECT: Libby Lake Lighting and Mini Pitch Court  
CIP23-00017**

**BIDDER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Signatory

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Federal Tax ID Number

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

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**CITY OF OCEANSIDE CONTRACT DOCUMENTS**

**SECTION 3: BID DOCUMENTS**

**3.17 BIDDER'S BOND**

**PROJECT: Libby Lake Lighting and Mini Pitch Court  
CIP23-00017**

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

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

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

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounden Bidder and Surety, and have set their names, titles, and signatures hereon this \_\_\_\_ day of \_\_\_\_\_, 2021.

BIDDER

SURETY

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Telephone Number \_\_\_\_\_

**NOTARY ACKNOWLEDGEMENTS OF BIDDER AND SURETY MUST BE ATTACHED.**



# CITY OF OCEANSIDE

DEVELOPMENT SERVICES DEPARTMENT / ENGINEERING DIVISION

Date

Contact  
Contractor's Name  
Address  
Address

**Via Certified Mail**

**SUBJECT: CONTRACT DOCUMENTS**  
**SECTION 4: NOTICE OF AWARD**  
**PROJECT: Libby Lake Lighting and Mini Pitch Court**  
**CIP23-00017**

Dear Contact:

The Oceanside City Council on behalf of the City of Oceanside, as AGENCY, awarded the contract for the above referenced project to (Contractor's Name), as CONTRACTOR, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## **EXECUTION OF AWARD DOCUMENTS**

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

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

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

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

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

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

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

Pursuant to Civil Code Sections 9550 and 9554, the CONTRACTOR shall file a payment bond with and approved by the AGENCY. The payment bond shall be in a sum not less than one hundred percent (100%) of the total contract price. The payment bond shall be in the form of the attached Payment Bond and not a deposit in lieu of a bond.

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

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

### **CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK**

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

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



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

Per Section 7, Subsection 7.24, the liquidated damages for failure of the Contractor to complete the work within the Contract Time set forth in Subsection 1.3.4 and Section 6, Notice to Proceed are in the sum of five hundred dollars (\$500) per consecutive calendar day in excess of the Contract Time specified.

### **COMPLIANCE WITH NPDES AND STORMWATER DISCHARGE REQUIREMENTS**

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

### **PRECONSTRUCTION MEETING**

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

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

## **NOTICE TO PROCEED**

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

Please contact, Kymberly Corbin, the Project Manager, at (760) 435-3534 in order to set the date for the pre-construction meeting, to coordinate the proposed construction schedule, and to facilitate the proper execution of the Award Documents.

Very truly yours,

Brian Thomas  
City Engineer

**CITY OF OCEANSIDE CONTRACT DOCUMENTS**

**SECTION 5: AWARD DOCUMENTS**

**5.1 PUBLIC WORKS AGREEMENT**

**PROJECT: Libby Lake Lighting and Mini Pitch Court  
CIP23-00017**

**PLAN REFERENCE NUMBERS: N/A**

THIS PUBLIC WORKS AGREEMENT is made and entered into for the above referenced Project, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, BY AND BETWEEN the City of Oceanside, as AGENCY, and (Contractor's Name), as CONTRACTOR.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

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

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

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

- a. Requirements set by Local, State and Federal law, including permits required thereby.
- b. Amendments approved pursuant to Subsections 2.9, 5.1.16, and 7.21.
- c. Instructions to Bidders, Notice of Award, Award Documents, Notice to Proceed and General Provisions.
- d. Special Provisions.
- e. Plans.
- f. Bid Documents and Exhibits.
- g. Notice Inviting Sealed Bids, all other notices, reports, and documents to the extent specifically referred to in other Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR shall comply with California RWQCB Order No. R9-2015-0013. CONTRACTOR shall file a discharge Notice of Intent (NOI), and comply with all permit requirements for any proposed discharge of groundwater, including construction groundwater extraction, or excavation or foundation groundwater extraction from any source (other than storm water runoff) regardless of volume. The discharge of groundwater NOI and permit requirements are separate from, and in addition to, the State General NPDES Permit for storm water discharge associated with construction activities, NOI, and related storm water permit requirements.

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

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

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

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

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

**5.1.10 Liability Insurance.**

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

(1) GENERAL LIABILITY

- (a) Comprehensive General Liability Insurance  
(bodily injury and property damage)  
Combined Single Limit per Occurrence \$2,000,000  
General Aggregate per year, or part thereof \$4,000,000

or

- (b) Commercial General Liability Insurance  
(bodily injury and property damage)  
General Limit per Occurrence \$2,000,000  
General Limit Project Specific Aggregate \$4,000,000

(2) AUTOMOBILE LIABILITY INSURANCE \$2,000,000

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

- (c) All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as an additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be in excess only and not contributing with the insurance provided pursuant to this Section.
- (d) All insurance companies providing coverage under this agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- (e) All insurance companies affording coverage shall provide thirty (30) day written notice to the City of Oceanside should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- (f) CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

- (g) CONTRACTOR shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a Stop Work Notice until the CONTRACTOR has cured the default.
- (h) Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.
- (i) CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that AGENCY is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

**5.1.11 Contractor's Indemnification of Agency.** CONTRACTOR shall indemnify and hold harmless the AGENCY and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the CONTRACTOR or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except only for those claims arising from the established sole or active negligence or sole willful misconduct of the AGENCY, its officers, agents, or employees. CONTRACTOR's indemnification shall include all claims for damages arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Contract Documents. CONTRACTOR's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the AGENCY, its officers, agents, or employees in enforcing the provisions of this subsection, and in defending against such claims, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the AGENCY, defend any such suit or action brought against the AGENCY, its officers, agents, or employees.

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

If the Engineer determines that any of the work performed, or any of the materials, parts or equipment furnished are defective, or have become defective, during the Guarantee period, the AGENCY shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs performed by the



CONTRACTOR. For the purposes of this Guarantee, the term “defective” shall mean any work performed, or any materials, parts, or equipment furnished which fails to be in a condition as originally intended in accordance with the Plans and Special Provisions, due to the negligent or intentional acts, errors or omissions of the CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

TO AGENCY:

Brian Thomas, City Engineer  
Development Services Department  
300 North Coast Highway  
Oceanside, CA 92054

TO CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Public Works Agreement to be executed by setting hereunto their names, titles, hands, and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PROJECT: Libby Lake Lighting and Mini Pitch Court  
CIP23-00017

\_\_\_\_\_[Contractor's Name]\_\_\_\_\_

\_\_\_\_\_City of Oceanside\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Attest: City Clerk

\_\_\_\_\_  
City Business License No.

\_\_\_\_\_  
Approved as to Form:  
City Attorney

\_\_\_\_\_  
Federal Employer I.D. No.

**NOTARY ACKNOWLEDGEMENTS OF CONTRACTOR MUST BE ATTACHED.**

Performance Bond No: \_\_\_\_\_

**CITY OF OCEANSIDE CONTRACT DOCUMENTS**

**SECTION 5: AWARD DOCUMENTS**

**5.2: PERFORMANCE BOND**

**PROJECT: Libby Lake Lighting and Mini Pitch Court  
CIP23-00017**

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

**Libby Lake Lighting and Mini Pitch Court  
CIP23-00017**

**Notice Inviting Sealed Bids**

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

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounden CONTRACTOR and Surety, and have set their names, titles, and signatures hereon this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PROJECT: Libby Lake Lighting and Mini Pitch Court  
CIP23-00017**

Contractor

Surety

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

**NOTARY ACKNOWLEDGEMENTS OF CONTRACTOR AND SURETY MUST BE ATTACHED.**

Payment Bond No: \_\_\_\_\_

**CITY OF OCEANSIDE CONTRACT DOCUMENTS**

**SECTION 5: AWARD DOCUMENTS**

**5.3 PAYMENT BOND**

**PROJECT: Libby Lake Lighting and Mini Pitch Court  
CIP23-00017**

KNOW ALL PERSONS BY THESE PRESENT:

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

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

The condition of this obligation is such that if the CONTRACTOR or any of its subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done; or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor that the surety will pay for the same, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 8004 so as to give a right of action to such persons or their assigns in any suit brought upon the bond.

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

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounden CONTRACTOR and Surety, and have set their names, titles, and signatures hereon this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PROJECT: Libby Lake Lighting and Mini Pitch Court  
CIP23-00017**

Contractor

Surety

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

**NOTARY ACKNOWLEDGEMENTS OF CONTRACTOR AND SURETY MUST BE ATTACHED.**

Date

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

**Via Certified Mail**

**SUBJECT: CONTRACT DOCUMENTS**  
**SECTION 6: NOTICE TO PROCEED**  
**PROJECT: Libby Lake Lighting and Mini Pitch Court**  
**CIP23-00017**

Dear Sir or Madam:

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

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

You are required by the terms of the Contract Documents to perform diligently and continuously in order to complete all work in every detail to the satisfaction of the AGENCY, exclusive of maintenance periods, within the Contract time of 40 working days after the commencement date set forth in the Notice to Proceed or prior to November 1<sup>st</sup>, 2024 whichever is sooner.

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

Very truly yours,

Brian Thomas  
City Engineer



CITY OF OCEANSIDE CONTRACT DOCUMENTS

SECTION 7: GENERAL PROVISIONS

**PROJECT: Libby Lake Lighting and Mini Pitch Court  
CIP23-00017**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **7.3.1 CONFORMED PLANS AND SPECIFICATIONS.**

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

### **7.4 CHANGED CONDITIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**7.7 SURVEYING.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Care shall be taken by the CONTRACTOR to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned by the CONTRACTOR.

Excess excavated material from catch basins or similar structures shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the Contract Documents. Forms and form lumber shall be removed from the site as soon as practicable after stripping.



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

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

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

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

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

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

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

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

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

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

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

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

**7.10 SITE SAFETY AND PROTECTION OF IMPROVEMENTS.**

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

- (a) Any employees, laborers, suppliers, other persons on the work, and other persons and organizations who may be affected thereby;
- (b) Any work and materials and equipment incorporated in the project, or to be incorporated therein, whether in storage on or off the site;
- (c) Any personal property of the CONTRACTOR or the CONTRACTOR's agents;
- (d) Other property at the site or adjacent thereto (both public and private) which is not designated for removal, relocation or replacement in the course of construction, including trees, shrubs, lawn, walks, pavements, roadways, structures, utilities, and underground facilities.

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

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

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

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

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

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

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

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

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

## **7.11 TRAFFIC CONTROL.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**7.13 INSPECTION OF MATERIALS AND EQUIPMENT.**

**7.13.1 General.** Unless otherwise specified, inspection is required at the source for such typical materials and fabricated items as bituminous paving mixtures, structural concrete, metal fabrication, metal casting, welding, concrete pipe manufacture, protective coating application, and similar shop or plant operations. Steel pipe in sizes less than eighteen (18") inches vitrified clay, asbestos-cement and cast iron pipe in all sizes are acceptable upon certification as to compliance with the Specifications, subject to sampling and testing by the AGENCY. Standard items of equipment such as electric

motors, conveyors, elevators, plumbing fixtures, etc., are subject to inspection at the jobsite only. Special items of equipment such as designed electrical panel boards, large pumps, sewage plant equipment, etc., are subject to inspection at the source, normally only for performance testing. The Specifications may require inspection at the source for other items not typical of those listed in this subsection.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**7.16 MEASUREMENT OF WORK.**

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

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

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

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

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

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

**7.16.5 Lump Sum Work.** Items for which quantities are indicated as "lump sum", L.S. or "Job" shall be paid for at the price indicated in the Bid Schedule. Such payment shall be full compensation for the items of work and all work appurtenant thereto. When required by the Specifications or requested by the Engineer, the CONTRACTOR shall submit to the Engineer within fifteen (15) days after award of contract, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on a lump sum

contract or any designated lump sum bid item. This schedule shall equal in total the lump sum bid and shall be in such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

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

## **7.17 PROGRESS PAYMENTS.**

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

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

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

Valid setoff shall include:

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

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

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

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

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

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

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

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

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

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

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

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

- (a) there is defective work not remedied by the CONTRACTOR, or,
- (b) there are claims against the CONTRACTOR or any of its subcontractors for labor or materials furnished; or,
- (c) the CONTRACTOR has not made proper payments to subcontractors, employees, or materialmen; or,
- (d) the CONTRACTOR has defaulted on any other term or condition of this Contract.

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

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

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

"in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties."

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

## **7.21 CHANGES IN WORK.**

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

- (a) the project name and number; and,
- (b) detailed description of the change or claim; and,
- (c) the reason for the change or claim; and,
- (d) the increase or decrease in dollar value of the Contract price resulting from the change or claim, or the method of determining compensation for the change or claim; and,
- (e) the number of work days which will be added or subtracted from the date of completion of all work under the Agreement by virtue of the change or claim.

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

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

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

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

The CONTRACTOR shall, within ten (10) working days of a written request by the Engineer, submit a proposed change (in accordance with Section 7.21.1 above) in Contract Price and Contract Time which the CONTRACTOR certifies and justifies are resulting from the Change Order. This proposed change may be negotiated by the AGENCY and CONTRACTOR in order to reach an agreement as to the impact of the

Change Order upon the Contract Price and the Contract Time. The process of submitting the proposed change and negotiating an agreement, or any failure to reach an agreement as to any resulting change of Contract Price or Contract Time, shall not relieve the CONTRACTOR of its obligation to perform in accordance with the Contract Documents.

#### 7.21.4 Change of Contract Price.

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

#### 7.21.5 Cost of the Work.

- (a) **Daily Reports.** In order to be entitled to an adjustment to Contract Price due to extra work for which the CONTRACTOR is not already being compensated in accordance with this “Cost of the Work” section, the CONTRACTOR shall submit a daily report to the Engineer in a form subject to the review and approval of the Engineer. The daily report shall include copies of supporting documents to substantiate all costs listed therein. Supporting documents shall include payroll sheets, delivery tickets, purchase orders, and invoices. The CONTRACTOR shall submit the daily report to the Engineer by 4:00 p.m. of the next work day. The CONTRACTOR and the Engineer shall both make a reasonable effort to come to an agreement as to the description of the extra work performed, and shall make written notations appended to the daily report to note any points of disagreement. The daily report shall describe only that extra work performed by the CONTRACTOR for which the CONTRACTOR wishes to be compensated in accordance with this section. The daily report shall include, at a minimum, the following:
  - 1) The names, classifications, and hours of all laborers,
  - 2) The quantities and types of materials used,
  - 3) The type of equipment, size, identification number, and hours of operation, including loading and transportation if applicable,
  - 4) Any other costs for services and expenditures allowable under this Section 7.21.5.
- (b) **Labor.** Labor costs shall include only the actual direct costs of workers and foremen (including payroll taxes, workers compensation insurance, liability insurance, pension, and other assessments or benefits required by law) to the extent they performed extra work. Labor costs shall not include the cost of supervisors or office staff, or any other indirect costs which are covered by the markup.

- (c) **Materials.** Material costs shall include only the actual direct costs of materials delivered and installed in the extra work.
- (d) **Equipment Rental.** Equipment rental shall include the actual direct costs of equipment used on the extra work.
- (e) **Other items.** The AGENCY may, in its discretion, authorize the direct costs of other items required for the extra work, to the extent those other items are not covered under markup or Subcontractor work.
- (f) **Markup.** The CONTRACTOR shall be entitled to a markup of fifteen percent (15%) of the actual net increase in the above direct costs which are substantiated in accordance with this section 7.21.5. The markup shall cover all indirect costs including but not limited to bond and insurance premiums, office overhead, profit, and the purchasing or renting of small tools and equipment.
- (g) **Subcontractor's Work.** In order for the CONTRACTOR to be entitled to an adjustment in the Contract Price based upon the work of a subcontractor, the CONTRACTOR shall submit documentation in accordance with section 7.21.5(a) through 7.21.5(f) above for the subcontractor's work. The CONTRACTOR shall be entitled to a markup on the subcontractor's costs (direct and markup) equal to ten percent (10%) on the first two-thousand (\$2,000) dollars of the subcontractor's costs, and five percent (5%) on work in excess of two-thousand (\$2,000) dollars of the subcontractor's costs.

## **7.22 CLAIMS AND DISPUTES.**

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

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

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

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

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

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

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

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

**7.22.4 Claim Resolution Process.** A "claim" means a separate demand by the CONTRACTOR sent by registered or certified mail with return receipt requested, for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the AGENCY; (B) payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to the contract for a public work and payment for which is not otherwise expressly provided or to which the CONTRACTOR is not otherwise entitled; or (C) payment of an amount that is disputed by the AGENCY.

Claims shall be evaluated and resolved according to the requirements of California Public Contract Code section 9204, the text of which is set forth in EXHIBIT 6: CLAIM RESOLUTION PROCESS.



**7.23 SUSPENSION OF WORK.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CITY OF OCEANSIDE CONTRACT DOCUMENTS

### SECTION 8: SPECIAL PROVISIONS

**PROJECT: Libby Lake Lighting and Mini Pitch Court  
CIP23-00017**

#### **8.0 GENERAL**

All work shall conform to the requirements in these contract documents including Attachment A through F.

All construction shall conform to the 2024 edition of the **Standard Specifications for Public Works Construction (GREENBOOK)** except as specifically amended by these Contract Documents.

All Landscape work must be completed in accordance with the City of Oceanside's Landscape Development Manual.

<https://www.ci.oceanside.ca.us/home/showpublisheddocument/842/637947734839570000>

The quantities listed in the bid schedule will not govern final payment. Payment to the CONTRACTOR will be made only for actual quantities of contract items constructed in accordance with the plans and specifications. Upon completion of the construction, if the actual quantities show either an increase or decrease less than 25 percent of the total cost of the item, the contract unit prices shall prevail.

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

**8.0.1 Progress Meetings.** A progress meeting shall be conducted on a weekly basis at mutually agreeable times attended by the AGENCY and the CONTRACTOR. The meeting shall be held at the project site or other agreed upon location. This meeting will generally include discussion and documentation of the following:

- a) Review of schedule and work progress since previous meeting
- b) Field observations, problems, and conflicts
- c) Maintenance of quality standards
- d) Housekeeping, job-site safety

The contractor shall be responsible for preparing meeting minutes for all meetings.

**8.0.2 Work Sequence.** The CONTRACTOR shall schedule the work so as to minimize disruptive services, including but not limited to, mail delivery, street sweeping, North County Transit District buses, school buses, trash pickup, and resident and business access. Work must also be performed in such a manner that pedestrian access is maintained at all times and access is maintained to the community rooms when feasibly possible.

There is no separate bid item for this work. Payment for this item shall be included in the other various bid items in the Bid Schedule and shall include full compensation for all labor, equipment, materials, maintenance, and other incidentals required to complete this item in its entirety and no additional payment will be made thereafter.

**8.0.3 Project Information Signage.** The Contractor shall be responsible for picking up, mounting and maintaining one (1) AGENCY provided movable construction information sign at the project location and as directed in these Special Provisions and the Engineer.

The informational construction sign shall be installed prior to any construction taking place, and no later than the 1st working day of the project.

AGENCY provided project information signs are typically made of 'Coroplast' material and are approximately 3.5' x 6' in size. Informational signs shall be mounted near the project location. The Engineer will direct the contractor to pick up the project information signs from a printer located in the City of Oceanside.

The sign shall be mounted by the CONTRACTOR. It is the Contractors responsible to maintain and secure the signs. Stolen, damaged, and/or misplaced signs will be replaced at the Contractors expense.

Payment for installing and maintaining the construction information sign shall be included in the various other Bid Items in the Bid Schedule and no additional payment will be made for this work.

**8.0.4 Erosion and Pollution Control.** CONTRACTOR shall implement sediment control Best Management Practices (BMPs), as necessary, to comply with storm water discharge requirements in accordance with the City of Oceanside Storm Water Ordinance. BMP measures shall be installed on the first working day and prior to any construction occurring on the project.

The CONTRACTOR is responsible for identifying all pollutant sources, including sources of sediment that may affect the quality of storm water discharge associated with the CONTRACTOR's construction activity from the construction site.

The CONTRACTOR shall identify, construct and implement, in accordance with a time schedule, and maintain BMPs to reduce or eliminate pollutants in storm water discharges. It is the CONTRACTOR's responsibility to continually update BMP measures during the construction period.

All BMPs are to be installed and maintained in accordance with the construction plans, latest Caltrans Storm Water Quality Handbooks, Construction Site Best Management Practices Manual and the requirements of the Regional Water Quality Control Board, as well as the City's Municipal Code, Chapter 40, Urban Runoff Management and Discharge Control Requirements.

Payment for Erosion and Pollution Control shall be included in the various other Bid Items in the Bid Schedule and no additional payment will be made for this work.

**8.0.5 Site Maintenance and Cleanup.** The Contractor shall be responsible for the following:

- The CONTRACTOR shall clean any dirt, spills, debris, and remove and lawfully dispose of all waste resulting from actions related to the work scope.
- The CONTRACTOR shall leave no boxes, crates, packing materials, or other moving material or equipment at the installation site.
- The CONTRACTOR shall keep all work zones clean and free of trip hazards.
- The CONTRACTOR shall restore any damaged landscaping or sidewalk.
- The CONTRACTOR shall restore any landscaping that is disturbed during construction.

CONTRACTOR shall provide, as necessary, a self-loading motorized street sweeper equipped with a functional water spray system. The sweeper shall clean all paved areas within the Work site if standard equipment will not adequately sweep the area

All areas disturbed during construction shall be restored to existing conditions or better. All areas disturbed during construction shall be restored utilizing sod. The sod shall be a Bermuda grass or Bermuda blend sod. The soil amendment shall be a STA certified humic compost. City review and approval of materials is required prior to the placing the sod and soil amendment. The grass sod and soil amendment shall be placed per manufacturer instructions and the landscape development manual.

Payment for Site Maintenance and Cleanup shall be included in the various other Bid Items in the Bid Schedule and no additional payment will be made for this work.

**8.0.6 Equipment Testing and Start-Up.** The CONTRACTOR shall be responsible to perform all necessary operational testing of the equipment installed prior to release of work. Any re-work shall be the responsibility of the CONTRACTOR. Equipment Testing and Start-Up shall be in accordance with the Greenbook.

Payment for the equipment testing and start-up shall be included in the various other Bid Items in the Bid Schedule and no additional payment will be made for this work.

**8.0.7 Landscape Maintenance Period.** The CONTRACTOR shall be responsible for all maintenance necessary (including watering) for the establishment of the landscaping for sixty (60) days.

Payment for the landscape maintenance period shall be included in the various other Bid Items in the Bid Schedule and no additional payment will be made for this work. The sixty (60) day maintenance period will not be included in the total time for completion of the project.

**8.0.8 Permits.** The permits, licenses, and other authorizations which the CONTRACTOR shall obtain include, but are not necessarily limited to the following: Haul Route Permit and Right of Way Permit.

The Right of Way Permit will include submittal of Traffic Control Plan(s) for staging trucks on public streets during certain points in the construction process to perform the work as called for by the plans, special provisions, and/ or standard drawings.

The contractor shall be responsible for obtaining a haul route permit prior to any hauling of import/export of material. All demolished materials are to be removed and disposed of offsite, in accordance with local regulations and local environmental health requirements.

**8.0.9 Public Convenience/Notifications.** The CONTRACTOR is responsible for coordinating, notifying, and making necessary arrangements with the following agencies prior to construction taking place:

- a. **Oceanside Police 760-435-4900**
- b. **Fire Department, Dispatch 760-435-4100**
- c. **North County Transit Department 760-966-6500**

Full compensation for all work involved in Public Notifications shall be included in the Bid price for other items of work and no additional compensation will be allowed therefore.

**8.0.10 Submittals.** The Contractor shall, at his own expense, furnish for review and obtain approval by the Engineer each of the detailed submittals for materials, installation drawings, and construction procedures for the following:

- Right-of-Way Permit with Traffic Control Plan(s) (as applicable)
- Haul Route Permit
- Aggregate Base Material
- Portland Cement Concrete Design Mixes
- Electrical Fixtures
- Electrical Conduit
- Lighting Poles
- Pull Boxes
- Irrigation
- Grass Sod

- Rebar

Additional submittals may be referenced in the Exhibits and Construction Plans. The Engineer shall have twenty (20) working days to review and return the submittal. Work pertaining to the submittal may not begin until the Engineer has approved the submittal.

**8.0.11 Request for Information (RFI's).** The Contractor shall, at his own expense, prepare and submit requests for information for the City's response. The Engineer shall have ten (10) working days to review and return the RFI. Work pertaining to the RFI should not begin until the Engineer has responded to the RFI or the contractor is proceeding at risk.

### **8.1 Mobilization (Bid Item No. 1)**

Mobilization shall consist of preparatory work and operations, including, but not limited to those necessary for the move-on and move-off of personnel, labor, equipment, supplies, and incidentals to the project site; for the establishment of all offices, storage yards, buildings, hook-up and disconnects for utility services and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the project site. Staging and stockpiling of equipment and materials shall be within an area approved by the AGENCY.

**Payment** - Payment for mobilization shall be on a lump sum basis in accordance with Section 7.16.5 of the General Provisions and no additional compensation will be allowed therefor. Mobilization in excess of 3% of the Contract Amount shall be paid in the FINAL Progress Payment.

### **8.2 Trenching for Lighting (Bid Item No. 2)**

This item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to excavate and backfill the trenches as shown on Attachment A and as specified in the Specifications herein.

The contractor can choose to trench, jack, or directional bore and shall be in accordance with Section 701-12 of the Greenbook and these Special Provisions.

**Payment** – Payment for trenching shall be per LF of trench excavated including but not limited to all labor, materials, tools, equipment, and incidentals and for doing all the working involved in the construction of the pole concrete foundation.

### **8.3 Electrical Conduit for Lighting (Bid Item No. 3)**

This bid item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the working involved in the installation of the electrical conduit. All work shall be in accordance with Section 701.12.1 of the Greenbook and the Attachment A Libby Lake Lighting Construction Plans (Detail C4 and B4).

The Contractor shall be responsible for procuring and installing tracer wire and marker tape.

**Payment** – Payment for trenching shall be per LF of electrical conduit installed including but not limited to all labor, materials, tools, equipment, and incidentals and for doing all the working involved in the construction of the pole concrete foundation.

#### **8.4 Electrical Pull Boxes for Lighting (Bid Item No. 4)**

This bid item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the working involved in installation of the electrical pull boxes. All work shall be in accordance with Section 701.-11.1 of the Greenbook, Attachment A Libby Lake Lighting Construction Plans (Detail A5) and as specified in the specifications herein.

**Payment** – Payment for pull boxes shall be per each box installed including but not limited to all labor, materials, tools, equipment, and incidentals and for doing all the working involved in the construction of the pole concrete foundation.

#### **8.5 Light Poles (Bid Item No. 5)**

This bid item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the working involved in placement of light poles including but not limited to excavation, concrete placement, and light pole placement, and installation of pole base covers. All work shall be in accordance with Section 700-4.1 of the Greenbook, Attachment A (Detail C4 and A4) and as specified in the specifications herein.

Location of concrete placement for the poles shall be verified prior to installation.

Concrete for the poles shall be 3250 psi transit ready mix or 5000 psi fast-setting bag mix.

Light poles shall have pole base covers that match existing.

It is acceptable for the contractor to recommend another supplier of light pole. The contractor is required to submit the product for review and approval if another supplier will be used.

**Payment** – Payment for light poles shall be per each light pole installed including but not limited to all labor, materials, tools, equipment, and incidentals and for doing all the working as stated above.



#### **8.6 Remove and Replace Fixtures (P2) (Bid Item No. 6)**

This bid item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the working involved in removal and replacement of the P2 Electrical Fixtures (See Lighting Fixture Schedule on Exhibit A). All work shall be in accordance with the Attachment A Libby Lake Construction Plans.

The existing fixtures are to be removed and properly disposed of.

**Payment** – Payment for fixtures shall be per each fixture installed including but not limited to all labor, materials, tools, equipment, and incidentals and for doing all the working as stated above.

#### **8.7 Remove and Replace Fixtures (S1) (Bid Item No. 7)**

This bid item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the working involved in removal and replacement of the S1 Electrical Fixtures (See Lighting Fixture Schedule on Exhibit A). All work shall be in accordance with the Attachment A Libby Lake Construction Plans.

The existing fixtures are to be removed and properly disposed of.

**Payment** – Payment for fixtures shall be per each fixture installed including but not limited to all labor, materials, tools, equipment, and incidentals and for doing all the working as stated above.

#### **8.8 Remove and Replace Fixtures (W2) (Bid Item No. 8)**

This bid item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the working involved in removal and replacement of the W2 Electrical Fixtures (See Lighting Fixture Schedule on Exhibit A). All work shall be in accordance with the Attachment A Libby Lake Construction Plans.

The existing fixtures are to be removed and properly disposed of.

**Payment** – Payment for fixtures shall be per each fixture installed including but not limited to all labor, materials, tools, equipment, and incidentals and for doing all the working as stated above.

#### **8.9 Demo of Volleyball Court for Mini Pitch Court Slab (Bid Item No. 9)**

This bid item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the working involved in the demolition of the existing volleyball court including but not limiting to demolition and disposal of the concrete curb surrounding the court and the volleyball posts.

**Payment** - Payment for demolition shall be on a lump sum basis in accordance with Section 7.16.5 of the General Provisions and no additional compensation will be allowed therefor.

#### **8.10 Excavation for Mini Pitch Court Slab (Bid Item No. 10)**

This bid item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the working involved in excavating for the Mini Pitch court slab including (1) clearing and grubbing the area between the existing Volleyball Court and the existing sidewalk and (2) recompacting to ensure proper subbase. The limits of the excavation and slab are as specified in Attachment B.

Clearing and Grubbing shall conform to Section 300-1 of the Greenbook and these Special Provisions. Clearing and grubbing shall include, but not be limited to; removal of existing grass and disposal of any resulting material.

The slab shall be supported by a minimum of three (3) feet of properly compacted fill. It shall be assumed that the soil is suitable to be re-compacted. Excavation shall conform to Section 300-2 and Section 300-4 of the Greenbook and these Special Provisions. Properly compacted fill for the concrete slab shall conform to Section 300-3.5 of the Greenbook.

The CONTRACTOR shall use care when excavating to prevent damage to unknown utilities. Potential utilities include but are not limited to irrigation piping and lighting. Any utilities that are discovered during excavation will be required to be re-routed around the new slab.

**Payment** – Payment for excavation shall be based on CUBIC YARD excavated including but not limited to all labor, materials, tools, equipment, and incidentals and for doing all the working involved as described above.

#### **8.11 Concrete Placement for Mini Pitch Court Slab (Bid Item No. 11)**

This bid item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the working involved in placing concrete for the Mini Pitch court slab including (1) placement of sand aggregate and (2) installation of vapor barrier. All work shall be in accordance with Attachment B.

The five (5) inch thick concrete slab will be underlaid by approximately four (4) inches of sand (SE30 or approved alternative) base and Vapor Barrier.

All excavating, filling, compacting, grading, and leveling work shall be performed so that the finished court surface slopes (opposite of the retaining wall) one (1) inch in ten (10) feet on a true plane from side to side, end to end, or corner to corner. The on-site sand, less any debris or organic matter, may be used as the base material. The soil beneath the concrete slab should be properly moisture conditioned prior to slab construction.

Presoaking may be needed. Installation of base shall conform to Section 303 of the Greenbook and these Special Provisions. The sand shall be compacted to a relative compaction of 90 percent.

A vapor barrier with a minimum 20-MIL thick polyolefin geo membrane must be installed, sandwiched between two layers of clean sand at least two inches thick. Care should be taken to properly seal all seams and penetrations.

The limits of the concrete slab are as described in Attachment B.

Rebar to be #5 Grade 60 reinforcing bars each way at 12 inches on center. Reinforcing shall be in accordance with Section 201-2 of the Greenbook.

The concrete shall be not less than 3,000 PSI after the twenty-eight (28) day cure period with a maximum slump of 5". Admixtures or other concrete additives that contain chloride material in any form or fly ash cannot be used. All concrete shall be boom-pumped to allow proper mid-slab reinforcement blocking and proper saturation prior to pour. Precautions shall be taken to avoid the use of reactive aggregates and impurities in the rock source that may cause spalling. Concrete shall be cured for a minimum period of seven days by covering to retain moisture. CONTRACTOR will be required to supply concrete wash-out. The slab shall be placed in one (1) continuous operation without intervening joints of any kind. The surface shall have a fine broom finish or similar roughened texture. It must not be steel troweled and a smooth surface will result in improper adhesion of surface coatings. Curing or hardening compounds shall not be used. The surface shall vary no more than 1/8 inch in any ten (10) foot direction.

**Payment** – Payment for concrete placement shall be per total Cubic Yard of concrete placed including but not limited to all labor, materials, tools, equipment, and incidentals and for doing all the working as described above.

#### **8.12 Electrical Conduit for Mini Pitch Court Slab (Bid Item No.12)**

This bid item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the working involved in trenching, backfill, and placement of empty electrical conduit.

Empty conduit shall be placed from the main panel to the middle of the western side of the concrete slab. The conduit shall be capable of holding two circuits that are to be brought in during the installation of the mini-pitch. All work shall be in accordance with Section 701.12.1 of the Greenbook and Attachment B.

The Contractor shall be responsible for procuring and installing tracer wire and marker tape on the conduit.

**Payment** - Payment for electrical conduit installation shall be on a lump sum basis in accordance with Section 7.16.5 of the General Provisions and no additional compensation will be allowed therefor.

### **8.13 Irrigation Re-Alignment for Mini Pitch Court Slab (Bid Item No.13)**

This bid item shall include furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in ensuring proper coverage and matching precipitation rates of Station 10 and Station 11 as depicted in Attachment C Irrigation Plan.

Station 10 and Station 11 will be affected during the installation of the Mini Pitch court slab. At a minimum, it is expected two heads will be required to be modified and one head will be required to be moved in order to prevent overspray onto the new concrete slab. Any modification to the existing irrigation shall ensure proper coverage and match precipitation rates.

Relocation of irrigation and utilities shall be in accordance with Section 402 and Section 800 of the Greenbook and these Special Provisions.

The CONTRACTOR or SUBCONTRACTOR to whom completes this work shall be required to possess a Class "C27" Landscaping Contractor's License at the time the contract is awarded.

**Payment** - Payment for irrigation re-alignment shall be on a lump sum basis in accordance with Section 7.16.5 of the General Provisions and no additional compensation will be allowed therefor.

## CITY OF OCEANSIDE CONTRACT DOCUMENTS

### EXHIBIT 1: STATE LABOR CODE REQUIREMENTS

**PROJECT: Libby Lake Lighting and Mini Pitch Court  
CIP23-00017**

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

#### E1.1 Prevailing Wages

- a. Pursuant to Labor Code Section 1774, the CONTRACTOR, and any subcontractor under him, shall pay all workers employed on this project not less than the wages specified in the General Prevailing Wage Determination Made By The Director Of Industrial Relations in effect on the date of the invitation for bids for this project. The Prevailing Wage Determination is referred to on Exhibit 2. Additional copies of this Prevailing Wage Determination are on file with the Project Manager at the Engineering Division of the Development Services Department, 300 North Coast Highway, Oceanside, CA 92054, and shall be made available to any interested party on request.
- b. Pursuant to Labor Code Section 1775, the CONTRACTOR shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed, for any public work done under the contract by him or her or by any subcontractor under him or her. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the CONTRACTOR's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR in meeting his or her prevailing wage obligations, or the CONTRACTOR's willful failure to pay the correct rate of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the CONTRACTOR had knowledge of his or her obligations under the Labor Code. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate shall be paid to each worker by the CONTRACTOR.
- c. To the extent that there is insufficient money due to a CONTRACTOR to cover penalties forfeited and amounts due, the AGENCY shall notify the Division of Labor Standards Enforcement of the violation. The Division of Labor Standards Enforcement, if necessary with the assistance of the AGENCY, may maintain an action in any court of competent jurisdiction to recover the penalties and the amounts due provided for herein. Such action shall be commenced not later than ninety (90) days after the filing of a valid notice of completion in the office of

## State Labor Code Requirements

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

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

### E1.2 Legal Day's Work

- a. Pursuant to Labor Code Section 1810 et seq., eight (8) hours labor on this project shall constitute a legal day's work.
- b. Work performed by employees of CONTRACTORs in excess of eight (8) hours during any one (1) calendar day, and forty (40) hours during any one (1) calendar week, shall be permitted on this project only upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one half (1½) times the basic rate of pay, and upon prior written consent of the Engineer.
- c. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the Legal Day's Work requirements of Labor Code Section 1810 et seq.
- d. To the extent that there is insufficient money due to a CONTRACTOR to cover penalties forfeited and amounts due, the AGENCY shall notify the Division of Labor Standards Enforcement of such violation. In the case of a worker claiming the difference between the prevailing wage rate and the amount paid him, the AGENCY shall first give the notice mentioned in Section 1190.1 of the Code of Civil Procedure. The Division of Labor Standards Enforcement, if necessary with the assistance of the AGENCY, may maintain an action in any court of competent jurisdiction to recover the penalties and the amount due provided for herein. Such action shall be commenced not later than ninety (90) days after the filing of a valid notice of completion in the office of the county recorder in each county in which the public work or some part thereof was performed, or not later than ninety (90) days after acceptance of such public work, whichever last occurs. No issue other than that of the liability of the CONTRACTOR for the penalties allegedly forfeited and amounts due shall be determined in such action, and the burden shall be upon the CONTRACTOR to establish that the penalties and amounts demanded in such action are not due.

## State Labor Code Requirements

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

### E1.3 Payroll Records

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

- a. The CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- b. The payroll records enumerated under subdivision (a) above, shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:
  - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the AGENCY, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the AGENCY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs or preparation by the Division of Labor Standards Enforcement, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the CONTRACTOR.
- c. Each CONTRACTOR shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request.

## State Labor Code Requirements

- d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the AGENCY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR awarded the contract or performing the contract shall not be marked or obliterated.
- e. The CONTRACTOR shall inform the AGENCY of the location of the CONTRACTOR's principal office for the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

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

- f. The Director of Industrial Relations shall adopt rules consistent with the California Public Records Act (California Government Code Section 6250 et seq.) and the Information Practice Act of 1977 (California Civil Code Section 1798 et seq.) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.
- g. Pursuant to Labor Code Section 1777, any CONTRACTOR, or subcontractor, or agent or representative thereof, doing public work who neglects to comply with any provision of the requirements of the Payroll Records section is guilty of a misdemeanor.

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

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



## **State Labor Code Requirements**

### **E1.4 Travel and Subsistence Pay**

- a. The CONTRACTOR shall be responsible for compliance with the requirements of Labor Code Section 1773.8.
- b. Pursuant to Labor Code Section 1773.8, each CONTRACTOR and any subcontractor under him, shall pay all workers employed on this project such travel and subsistence payments as are defined in the applicable collective bargaining agreements executed by the representative of any craft, classification or type of worker needed to perform this Contract.
- c. The CONTRACTOR shall be responsible for contacting the Department of Industrial Relations in order to obtain copies of all applicable collective bargaining agreements which have been filed at least thirty (30) days prior to the call for bids on this project.

### **E1.5 Apprentices**

- a. Pursuant to Labor Code Section 1777.5, the CONTRACTOR shall be responsible for compliance with all requirements in this "Apprentices" section.
- b. Nothing in this section shall prevent the employment of properly registered apprentices upon public works.
- c. Every such apprentice shall be paid the standard wage to apprentices under the regulations of the craft or trade at which he or she is employed only at the work of the craft or trade to which he or she is registered.
- d. Only apprentices, as defined in Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 of the Labor Code are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training.
- e. When the CONTRACTOR or any subcontractor under him or her, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the CONTRACTOR and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area of industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject CONTRACTOR or subcontractor, shall arrange for the

## State Labor Code Requirements

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

- f. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the Land Surveyor classification. The CONTRACTOR shall employ apprentices for the number of hours computed as above before the end of the contract. However, the CONTRACTOR shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.
- g. The CONTRACTOR or subcontractor, if he or she is covered by this section, upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the CONTRACTOR that he or she employs apprentices in such craft or trade in the state on all of his or her contracts on an annual average of one (1) hour of apprentice work for every five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1 to 5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

## State Labor Code Requirements

- h. "Apprenticeable craft or trade," as used in the section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1 to 5 ratio set forth in this section when it finds that any one (1) of the following conditions is met:
- (1) Unemployment for the previous three (3) month period in the area that exceeds an average of fifteen percent (15%).
  - (2) The number of apprentices in training in such area exceeds a ratio of 1 to 5 (1:5).
  - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis.
  - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that, training cannot be provided by a journeyman.
- i. When exemptions are granted to an organization which represents contractors in a specific trade from the 1 to 5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- j. The CONTRACTOR, or any subcontractor under him or her, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The CONTRACTOR or subcontractor may add the amount of such contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.
- k. All decisions of the joint apprenticeship committee under this section are subject to the provisions of Labor Code Section 3081.

## **State Labor Code Requirements**

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

  - (1) Be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of noncompliance is made by the Administrator of Apprenticeship, and;
  - (2) Forfeit as a civil penalty in the sum of fifty dollars (\$50.00) for each calendar day of noncompliance. Notwithstanding the provision of Labor Code Section 1727, upon receipt of such a determination the AGENCY shall withhold from contract progress payments then due or to become due such sum.
  
- m. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council.
  
- n. Any funds withheld by the AGENCY pursuant to this section shall be deposited in the AGENCY General Fund.
  
- o. The interpretation and enforcement of Labor Code Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

### **E1.6 Discrimination Prohibited**

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

**CITY OF OCEANSIDE CONTRACT DOCUMENTS**

**EXHIBIT 2**

**PROJECT:  
Libby Lake Lighting and Mini Pitch Court  
CIP23-00017**

STATE PREVAILING WAGE RATES

GENERAL PREVAILING WAGE DETERMINATION

MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

THAT IS IN EFFECT ON THE DATE THAT THE

INVITATION FOR BIDS IS FIRST PUBLISHED

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

## Fair Employment Practices Provisions

### CITY OF OCEANSIDE CONTRACT DOCUMENTS

#### EXHIBIT 3: FAIR EMPLOYMENT PRACTICES PROVISIONS

**PROJECT: Libby Lake Lighting and Mini Pitch Court  
CIP23-00017**

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

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

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

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of such person. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. CONTRACTOR certifies that affirmative action has been taken to seek out minority and women business enterprises to the maximum extent feasible. The AGENCY's Minority Business Enterprise Plan and additional information is available from the DBE Liaison Officer, Development Services Department, 300 North Coast Highway, Oceanside, CA 92054.
3. The CONTRACTOR shall post a copy of EXHIBIT 4 of the Contract Documents, the "Notice of Equal Employment Opportunities", in conspicuous places available to employees or applicants for employment.
4. The CONTRACTOR shall notify in writing each labor union or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other contract or understanding, of the content of these Fair Employment Practices Provisions.

## **Fair Employment Practices Provisions**

5. The CONTRACTOR will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment and Housing Commission, AGENCY, or any other appropriate agency of the County of San Diego, or the State of California, designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices Provisions of this Contract.
6. The CONTRACTOR shall notify in writing all supervisors, foremen and other personnel officers, of the content of these Fair Employment Practices Provisions.
7. The CONTRACTOR shall notify in writing all sources of employee referrals (including unions, employment agencies, advertisements, California Employment Development) of the content of these Fair Employment Practices Provisions.
8. Personally, or through its representatives, the CONTRACTOR shall, through negotiations with the unions with whom the CONTRACTOR has agreements, attempt to develop an agreement which will:
  - a) Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.
  - b) Otherwise implement an affirmative anti-discrimination program in terms of the union's specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.
9. The CONTRACTOR shall notify the awarding authority of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.
10. If the CONTRACTOR or any subcontractor is in violation of these provisions, the AGENCY will serve written notice on the CONTRACTOR setting forth the nature of the violation. The CONTRACTOR shall meet promptly with the AGENCY to determine the manner and time for correcting the violations. If the CONTRACTOR fails or refuses to so correct the violation, the AGENCY will pursue all remedies which may be required under the law.
11. A finding of willful violation of any of the Fair Employment Practices Provisions of this Contract or of the California Fair Employment and Housing Act shall be regarded by the awarding authority as a basis for determining the CONTRACTOR to be not a "responsible bidder" as to future contracts for which such CONTRACTOR may submit bids.

## **Fair Employment Practices Provisions**

12. The AGENCY shall deem a finding of willful violation of the California Fair Employment and Housing Act to have occurred upon receipt of written notice from the Fair Employment and Housing Commission that it has investigated and determined that the CONTRACTOR has violated the California Fair Employment and Housing Act and has issued an order under Government Code Section 12970 or obtained an injunction under Government Code Section 12973.
  - a) Nothing contained in the Fair Employment Practices Provisions shall be construed in any manner or fashion so as to prevent the AGENCY as awarding authority from pursuing any other remedies that may be available at law.
  - b) Nothing contained in the Fair Employment Practices Provisions shall be construed in any manner or fashion so as to require or permit the hiring of an employee not permitted by the National labor Relations Act.
13. The CONTRACTOR shall include these Fair Employment Practices Provisions in every first tier subcontract or purchase order, and shall require each subcontractor, supplier, or vendor to similarly bind each further subordinate agreement.
14. The CONTRACTOR shall take action with respect to any subcontractor, supplier, or vendor as may be directed by the AGENCY or any other governing body to ensure enforcement of these provisions.



**CITY OF OCEANSIDE CONTRACT DOCUMENTS**

**EXHIBIT 4: NOTICE OF EQUAL EMPLOYMENT OPPORTUNITIES**

**PROJECT: Libby Lake Lighting and Mini Pitch Court  
CIP23-00017**

TO: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

## Construction & Demolition Debris Recycling

### CITY OF OCEANSIDE CONTRACT DOCUMENTS

#### EXHIBIT 5: CONSTRUCTION & DEMOLITION DEBRIS RECYCLING

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

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

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

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

#### Authorized Recycling Facilities for C&D Debris:

##### ORGANIC PROCESSING FACILITIES

###### **Agri Service (El Corazon)**

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

###### **Enniss Enterprise Materials Division**

12421 Vigilante Road,  
Lakeside, CA 99040  
(619) 443-9024

## **Construction & Demolition Debris Recycling**

### **Evergreen Nursery – SWIS 37-AA-0946**

3231 Oceanside Blvd.  
Oceanside, CA 92056  
(760) 754-0340

### **Evergreen Nursery – SWIS 37-AB0005**

(and) 7150 Black Mountain Road  
San Diego, CA  
(619) 670-1007

### **Hanson Aggregates A-1 Soils – SWIS 27-AA-0949**

12560 Slaughter House Canyon Road  
Lakeside, CA 92163

### **Miramar Greenery – SWIS 37-AB-0003**

5180 Convoy St  
San Diego, CA 92111  
(858) 573-1418

### **Organic Recycling West (ORW) – SWIS 37-AA-0905**

1202 La Media Road  
San Diego, CA 92173  
(619) 661-6712

## **CONSTRUCTION AND DEMOLITION FACILITIES**

### **California Commercial Asphalt**

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

### **EDCO Construction/Demolition Debris Recycling - SWIS 37-AA-9953**

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

## **Construction & Demolition Debris Recycling**

### **Emery Materials & Recycling**

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

### **Enniss Enterprise Materials Division**

12421 Vigilante Road,  
Lakeside, CA 92040  
(619) 443-9024

### **Escondido Sand and Gravel**

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

### **Hanson Aggregates**

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

### **Hester's Granite Company**

2094 Willow Glen Drive  
El Cajon, CA 92019  
(619) 593-9020  
Clean concrete and asphalt

### **IMS Recycling**

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

### **J. Cloud, Inc.**

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

## Construction & Demolition Debris Recycling

### **L.E. Morrison Sand and Gravel**

332 Elkelton Place  
Spring Valley, CA 91977  
(619) 479-5888  
Fill dirt, sand, concrete, clean green

### **Moody's Construction**

3210 Oceanside Blvd.  
Oceanside, CA 92056  
(760) 433-3316

### **Romero Recycling Yard**

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

### **Vulcan Materials Company**

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

### **WARE, Inc. (Madison Materials) – SWIS 30-AB-0386**

1035 E. Fourth Street  
Santa Ana, CA  
(714) 836-4694  
Concrete, wood, green waste, plastics, aluminum, paper, etc.

### **WyRock**

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

### **Merit Recycling Center**

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

## **Construction & Demolition Debris Recycling**

### **Ranchita/San Felipe Recycling Center**

37560-A Montezuma Valley Road

Ranchita, CA 92066

(760) 782-0608

Open: 7 days/week, 24 hours

Newspaper, cardboard, CRV #1-7 plastics, PET and HDPE plastics, glass and aluminum.

### **Warner Community Recycling Center**

30951 Highway 79

Warner Springs, CA 92086

(760) 782-3517

Newspaper, CRV #1-7 plastics, HDPE and PET plastics, glass and aluminum.

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

# Construction & Demolition Debris Recycling

## Exhibit A

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

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Prepared By: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

A. Inerts \_\_\_\_\_

B. Construction Debris \_\_\_\_\_

C. Demolition Debris \_\_\_\_\_

A + B + C = Estimated Total Tons \_\_\_\_\_

# Construction & Demolition Debris Recycling

## Exhibit B

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

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Prepared By: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Recycling Rate \_\_\_\_\_

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

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



**California Public Contract Code § 9204**

**CITY OF OCEANSIDE CONTRACT DOCUMENTS**

**EXHIBIT 6: CLAIM RESOLUTION PROCESS**

**California Public Contract Code § 9204**

**PROJECT: Libby Lake Lighting and Mini Pitch Court  
CIP23-00017**

§ 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

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

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public

## California Public Contract Code § 9204

corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)

(1)

(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

## California Public Contract Code § 9204

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)

(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

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

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

## California Public Contract Code § 9204

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

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

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

## **California Public Contract Code § 9204**

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.