

CITY OF CORONADO

NOTICE INVITING BIDS

Downtown Enhancements – Phase 1 Contract No. 27-CO-EN-1206

The City of Coronado invites bids for the Downtown Enhancements– Phase 1 project.

This project consists of the replacement and addition of street furnishings along Orange Avenue sidewalks on both sides of the street from First Avenue to R.H. Dana Place (excluding the 800 block), including removal and replacement of declining or missing trees, refurbishing of existing tree grates, replacement of missing tree grates, installation of new trash/recycling cans, benches, bike racks, isolated sidewalk replacement and repainting of existing news racks.

Due to long lead times, new benches, trash and recycling receptacles will be purchased by the City and stored by the supplier until the equipment is needed onsite. The supplier has agreed to provide the equipment in seven (7) separate deliveries, if needed.

A majority of the project is located within Caltrans Right of Way. An encroachment permit from Caltrans is in progress and is expected to be issued prior to construction activity.

Receipt of Bids: All bid proposals must be received electronically via PlanetBids prior to 2:00 p.m. on November 12, 2026

Engineering Estimate: \$1,252,500.00

Contract Time: Eighty (80) Working Days

Pre-Bid Conference: A non-mandatory pre-bid conference will be held at 10:00 a.m. on Wednesday October 21, 2026, in the City Council Chambers, City Hall, 1825 Strand Way, Coronado, California 92118.

All questions and requests for information must be submitted electronically by 2:00 p.m. on October 28, 2026, on PlanetBids. Responses will be posted on PlanetBids by the close of business on November 4, 2026.

Bid Security: Bid Security in the amount of ten percent (10%) of the Lump Sum Base Bid shall accompany the Bid. Bid Bond must be received electronically on PlanetBids, and the original received at Coronado City Hall PRIOR TO 2:00 p.m. on November 12, 2026. Deliver to: Coronado City Hall; City Clerk's Office; Att: Bianca Castro; 1825 Strand Way; Coronado, CA 92118.

Contractor's License: The successful bidder will be required to possess a current State of California Class A License at the time the Contract is awarded. Contractors and subcontractors must also be registered with the State of California Department of Industrial Relations per Labor Code Section 1771.1(a) and possess a City business certificate.

Prevailing Wage: In accordance with the California Labor Code, the Contractor must pay not less than prevailing wage rates as determined by the Director of Industrial Relations for all work done under this contract.

Project Documents: The project documents include the Standard Specifications for Public Works Construction (Greenbook), 2024 Edition; the Caltrans Standard Specifications, 2025 Edition; the San Diego Regional Standard Drawings for Public Works, 2022 Edition; the Coronado Annotations to the San Diego Regional Standard Drawings; and the contract documents.

Bid Documents: Digital files of the plans, specifications, instructions to bidders, and bidder's proposal forms are available on PlanetBids. Hard copies are available at the Public Services & Engineering Department, 1825 Strand Way, Coronado, California 92118. The cost (non-refundable) is \$65.00 per set, not including postage.

CITY OF CORONADO

DATE: 10/8/26



Jim Newton, City Engineer
Public Services & Engineering

**Downtown Enhancements– Phase 1
Contract No. 27-CO-EN-1206**

CONTENTS

INSTRUCTIONS TO BIDDERS.....	1
SPECIAL PROVISIONS	7
PART 1 – GENERAL PROVISIONS	8
SECTION 1 – GENERAL	8
SECTION 2 – SCOPE OF THE WORK	10
SECTION 3 – CONTROL OF THE WORK.....	12
SECTION 4 – CONTROL OF MATERIALS.....	17
SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES.....	17
SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK.....	22
SECTION 7 – MEASUREMENT AND PAYMENT	23
PART 2 – CONSTRUCTION MATERIALS.....	25
SECTION 200 – ROCK PRODUCTS	25
SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS	25
SECTION 210 – PAINT AND PROTECTIVE COATINGS.....	28
SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKINGS	29
PART 3 – CONSTRUCTION METHODS.....	30
SECTION 300 – EARTHWORK.....	30
SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS	37
PART 4 – EXISTING IMPROVEMENTS.....	39
SECTION 401 – EXISTING IMPROVEMENTS	39
SECTION 402 - UTILITIES	40
PART 5 – PIPELINE SYSTEM REHABILITATION.....	41
PART 6 – TEMPORARY TRAFFIC CONTROL.....	42
SECTION 601 – WORK AREA TRAFFIC CONTROL	42
PART 7 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS	44
PART 8 – LANDSCAPE AND IRRIGATION.....	45
SECTION 800 – MATERIALS	45
SECTION 801 – INSTALLATION	47
BIDDER’S PROPOSAL.....	54
UNIT PRICE LIST	55
SUBCONTRACTOR LIST	57
CERTIFICATE REGARDING CONTRACTOR’S LICENSE	58

STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION.....	59
--	----

NON-COLLUSION DECLARATION	60
---------------------------------	----

ATTACHMENTS

ATTACHMENT A – Sample Agreement

ATTACHMENT B – State Prevailing Wage Rates

ATTACHMENT C – Draft Water Pollution Control Plan (WPCP)

ATTACHMENT D – Quality Assurance Plan (QAP)

ATTACHMENT E – City Approved Plans

INSTRUCTIONS TO BIDDERS

1. **Examination of Site and Contract Documents.** The Bidder is required to examine carefully the site of work, proposal forms, plans, specifications, and special provisions for the work contemplated. The submission of a proposal shall be considered conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of all the above documents.
2. **Contract Documents.** The Notice Inviting Bids, Instructions to Bidders, Bidder's Proposal (Forms A-1 through A-5), Plans, Standard Specifications, Special Provisions, Standard Drawings, Agreement, and any other documents referenced in the Agreement shall constitute the contract. Said documents are complementary and intended to yield a complete and finished project. Anything shown or required of the Bidder, in any one or more of said documents, shall be as binding as if contained in all of said documents. The Bidder will not be allowed to take advantage of any error, discrepancy or omission in any document, but shall promptly report to the City Engineer in writing any such matter discovered. The City Engineer will then decide what corrective action is needed and his decisions shall be final.
3. **Addenda.** Any addenda issued during the time of bidding, forming a part of the documents, shall be covered in the proposal and shall be made a part of the contract.
4. **Contractor's License.** No proposal will be accepted from a Bidder who has not been licensed in accordance with the provisions of Chapter 9, Division III, of Business and Professions Code of the State of California. In addition, Bidders must comply with California Labor Code Section 1771.1(a) written as follows:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

5. **Proposal Forms and Submittal.**
 - a) The proposal shall be submitted on the attached Proposal Forms A-1 through A-5. All blanks on the proposal forms must be filled in.
 - b) If the proposal is made by an individual, it shall be signed and his full name and post office address shall be given. If made by a co-partnership, it shall be signed with the co-partnership name by one of the partners, who shall sign his/her own name and, in addition,

the name and addresses of each partner shall be given. If made by a corporation, it shall be signed by two officers consisting of the president/CEO, treasurer/CFO or secretary, attested by the corporate seal; the name of the state under the laws of which the corporation was incorporated shall be given; and names, titles, and addresses of all officers of the corporation shall be given. If made by an LLC, it shall be signed by the general manager or managing member, who shall sign his/her own name and, in addition, the names and addresses of each manager and member shall be given.

- c) The Bidder's Proposal (Form A-1) shall be completed and signed by an individual clearly authorized to bind the Bidder. All addenda issued shall be acknowledged on the proposal form. Additionally, Bidders are required to acknowledge all addenda electronically via PlanetBids as a condition of submission.
- d) The Unit Price List Form (Form A-2) shall give the unit and total price. In the event the unit price and total amount for any items are not in agreement, the unit price shall govern and the total corrected thereto. In the event of a discrepancy between the total amount submitted in the Unit Price List Form (Form A-2) and the amount entered electronically in PlanetBids via the Line Items module, the total amount in the Unit Price List Form (Form A-2) shall govern. In accordance with Section 6707 of the California Labor Code, for construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, the Bidder shall specify as specific bid items, adequate sheeting, shoring and bracing or equivalent method, for the protection of life or limb, which shall conform to applicable safety orders.
- e) The Subcontractor List (Form A-3) shall be prepared in accordance with Section 4104 of the California Public Contract Code describing the portion of work to be performed and providing the name, the location of the place of business, the California contractor license number, and 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 prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.
- f) The Certificate Regarding Contractor's License (Form A-4) shall be prepared in acknowledgment of Section 7028.15 of the Business and Professions Code.
- g) The Statement of Experience and Financial Condition (Form A-5) shall be completed with supporting documentation and signed by an individual clearly authorized to bind the Bidder.

- h) The complete proposal including proposal guarantee and surety insurer supporting documentation shall be submitted via PlanetBids.
- i) Proposals not received electronically prior to the hour and the date set forth in the Notice Inviting Bids shall be declared late and not accepted. The Bidder shall have sole responsibility for timely delivery.

6. Proposal Guarantee. All proposals shall be accompanied by cash, certified check, cashier's check, or bidder's bond duly executed by an approved surety insurer, made payable to the City of Coronado, for an amount equal to at least ten percent of the amount of said proposal. Any surety insurer must be authorized to transact surety insurance in California, and have assets that exceed its liabilities in an amount equal to, or in excess of, the amount of the bond.

If a bidder's bond is submitted with the proposal, the bidder shall also be required to submit the following documentation from the surety insurer:

- a) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.

Before the award of the Contract, the Contractor may also be required to submit the following documentation regarding the surety insurer:

- b) A copy of the certificate of authority of the insurer issued by the Insurance Commissioner. A certified copy may be requested before award of the contract.
- c) A certificate from the county clerk of the county in which the court or officer is located attesting that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that the renewed authority has been granted.
- d) A financial statement of the assets and liabilities of the insurer at the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond. The financial statement shall be made by an officer's certificate as defined in Section 173 of the Corporations Code. In the case of a foreign insurer, the financial statement may, instead of an officer's certificate, be verified by the oath of the principal officer or manager residing within the United States.

No proposal shall be considered unless such guarantee and supporting documentation is enclosed therewith guaranteeing that the bidder will enter into the proposed contract if awarded.

Withdrawal of Proposals. Any proposal may be withdrawn prior to the hour and date set forth in the Notice Inviting Bids, via PlanetBids. The withdrawal of a proposal shall not prejudice the right of a Bidder to file a new proposal.

7. Rejection of Proposals. Proposals may be rejected if they show any alterations of the forms, additions not called for, conditional or alternative bids uncalled for, incomplete proposals,

erasures, or irregularities of any kind; however, the Coronado City Council reserves the right to reject any and all proposals and to waive irregularities.

8. Disqualification of Bidder.

- a) More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested.
- b) If there is a reason for believing that collusion exists among the Bidders, none of the participants in such collusion will be considered in awarding of the contract.
- c) Proposals in which the prices are obviously unbalanced may be rejected.
- d) If the experience or financial background of a Bidder is inadequate or past performance has been unsatisfactory, the proposal may be rejected.

9. Return of Proposal Guarantees. Within 10 days after the award of the Contract, the City Clerk will return all the proposal guarantees accompanying the proposals, which are not to be further considered in making the award. All other proposal guarantees will be held until the contract has been finally executed, after which all proposal guarantees, except those forfeited, will be returned to the respective Bidders.

10. Acceptance or Rejection of Proposals. The Coronado City Council reserves the right to accept or reject any or all proposals, or to waive any irregularities or informalities in the proposals or in the proposal process; and to make an award on the base proposal or on the basis of any combination of proposal schedules to alternates listed in the proposal which, in its opinion, serves the best interest of the City of Coronado.

11. **Bid Protest.** Any bid protest must be in writing and received electronically by City Clerk at cityclerk@coronado.ca.us before 5:00 p.m. no later than two (2) working days following bid opening (the “Bid Protest Deadline”) and must comply with the following requirements:

- a. **General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- b. **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

- c. **Copy to Protested Bidder.** A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- d. **Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City Clerk electronically via email at cityclerk@coronado.ca.us before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

13. Award of Contract. The proposals will be compared on the basis of the total price of all items. The award of the Contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be within sixty (60) days after the opening of the proposals. All proposals will be compared on the basis of the Engineer's Estimate. With its proposal, Contractor shall submit to the City, a financial statement and resume of previous work of a similar nature.

14. Execution of Contract. The Contract shall be signed by the successful bidder and returned, together with the contract bonds and insurance, within ten (10) days from mailing the Contract to Contractor. No contract shall be binding upon the City until same has been completely executed by Contractor and the City. The City may collect electronic signatures for Contracts and Agreements that do not require notarization.

Failure to execute a contract and file acceptable bonds and insurance as provided herein within the time limit above may be just cause for the annulment of the award and the forfeiture of the proposal guarantee.

15. Americans with Disabilities Act. The contractor acknowledges its obligations under the Americans with Disabilities Act (ADA) in all regulations and practices pertaining thereto, including, but not limited to discrimination against qualified individuals with disabilities in employment, transportation, public accommodation, telecommunications, and in all activities, programs, and services of the contractor.

16. Minority/Women/Disabled Veteran Businesses. The City of Coronado strongly encourages the use of Minority/Women/Disabled Veteran Business Enterprises. The percentages of participation shall be documented and submitted to the City.

17. Labor Code Compliance.

- a) In accordance with the California Labor Code, Contractor must pay not less than prevailing wage rates as determined by the Director of Industrial Relations for all work done under this Contract pursuant to the all applicable laws and regulations and as noticed in Attachment B, which obligations include, but are not limited to, the following:

- i. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”).
- ii. Contractor and all subcontractors listed in the bid proposal must be registered with the DIR pursuant to Labor Code Section 1725.5.
- iii. Contractor must furnish electronic certified payroll records (online) to the Labor Commissioner.

18. Unfair Business Practice Claims. 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. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties

SPECIAL PROVISIONS

The following revisions and additions supplement the Standard Specifications referenced in sub-section 3-7. The numbering and paragraphing follows that of the Standard Specifications, 2024 Edition.

SPECIAL PROVISIONS

PART 1 – GENERAL PROVISIONS

SECTION 1 – GENERAL

1-2 TERMS AND DEFINITIONS *Add the following:*

Agency or City	The City of Coronado
Board	The City Council of the City of Coronado
Engineer	The representative of the City Engineer who is assigned to inspect conformance of the work in accordance with the plans and specifications.

1-7.2 Contract Bonds. *Replace with the following:*

Before execution of the Contract by the Agency, the Bidder shall file with the Agency surety bonds satisfactory to the Board in the amounts and for the purposes noted below. Bonds shall be duly executed by a responsible corporate Surety authorized to issue such bonds in the State of California, which has assets that exceed its liabilities in an amount equal to, or in excess of, the amount of the bond. The Bidder shall pay all bond premiums, costs, and incidentals.

Each bond shall incorporate, by reference, the Contract and be signed by both the Bidder and Surety and the signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide, and maintain two good and sufficient surety bonds. The Payment Bond (Material and Labor Bond) shall be for not less than one hundred percent (100%) of the Contract Price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the Work. The bond shall be maintained by Contractor in full force and effect until the Work is accepted by the Agency, and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.

The Performance Bond shall be for at least one hundred percent (100%) of the Contract Price to guarantee faithful performance of all Work, within the time prescribed, in a manner satisfactory to the Agency, and that all materials and workmanship will be free from original or developed defects.

Should any bond become insufficient, Contractor shall renew the bond within ten (10) days after receiving notice from the Agency.

The Bidder shall submit along with the two bonds the following documentation from the surety insurer:

- a) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
- b) A copy of the certificate of authority of the insurer issued by the Insurance Commissioner.
- c) A financial statement of the assets and liabilities of the insurer at the end of the quarter calendar year prior to thirty (30) days next preceding the date of the execution of the bond. The financial statement shall be made by an officer's certificate as defined in Section 173 of the Corporations Code. In the case of a foreign insurer the financial statement may, instead of an officer's certificate, be verified by the oath of the principal officer or manager residing within the United States.

Should any Surety at any time be unsatisfactory to the Board, notice will be given Contractor to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by the Board.

Changes in the Work, or extension of time, made pursuant to the Contract, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

Add:

1-7.3 Award of Contract.

The proposals will be compared on the basis of the total price of all items. The award of the Contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be within sixty (60) days after the opening of the proposals. All proposals will be compared on the basis of the Engineer's Estimate. With its proposal, Contractor shall submit to the City, a financial statement and resume of previous work of a similar nature.

Add:

1-7.4 Execution of Contract.

- a) The Contract shall be signed by the successful bidder and returned, together with the contract bonds and insurance, within ten (10) days from mailing the Contract to Contractor. No contract shall be binding upon the City until same has been completely executed by Contractor and the City. The City may collect electronic signatures for Contracts and Agreements that do not require notarization.
- b) Failure to execute a contract and file acceptable bonds and insurance as provided herein within the time limit above may be just cause for the annulment of the award and the forfeiture of the proposal guarantee.

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS

Add:

2-2.1 Licenses. The Contractor shall obtain and pay costs incurred for all licenses necessitated by his operations. Contractor shall obtain a City of Coronado Business License prior to commencing any work on this project.

Add:

2-2.2 Caltrans Encroachment Permit. The City of Coronado is working to obtain a Caltrans Encroachment Permit for the work described herein. The contractor shall not begin any work within the Caltrans Right-of-Way prior to full execution and approval of the Caltrans Encroachment Permit.

2-10 DISPUTED WORK

Add:

2-10.1 Disputes.

If a dispute should arise regarding the performance of this Contract, the following procedures shall be used to address any question of fact or interpretation not otherwise settled by agreement between the parties. Such questions, if they become identified as part of a dispute between persons operating under the provisions of the Contract, shall be reduced to writing by the complaining party.

- a) A copy of such documented dispute shall be forwarded to the other party involved, along with recommended methods of resolution that would be of benefit to both parties.
- b) The party receiving the letter shall reply to the letter along with a recommended method of resolution within ten (10) days of receipt of the letter.
- c) If the dispute is not resolved, the aggrieved party shall send a letter outlining the dispute to the City Engineer, who will recommend a resolution in writing within ten (10) business days of receipt of such letter.
- d) If the dispute remains unresolved and the parties have exhausted the procedures of this section, the parties may then seek remedies available to them at law or in equity.

Pursuant to Public Contracts Code (“PCC”) section 20104, a claim by the Contractor for a time extension; payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the City, shall be dealt with as follows:

- a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by the Contract for the filing of claims.
- b) Claim of less than fifty thousand dollars (\$50,000):
 - 1) For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.
 - 2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.
 - 3) The City's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- c) Claim of fifty thousand dollars (\$50,000) or more:
 - 1) For claims of fifty thousand dollars (\$50,000) or more, the City shall respond in sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.
 - 2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
 - 3) The City's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- d) If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

- e) If following the meet and confer conference, the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to Subsection (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- f) A civil action filed to resolve a claim subject to Section 10-4 of this Contract shall be subject to the provisions of PCC Sections 20104.4 and 20104.6.

SECTION 3 – CONTROL OF THE WORK

3-1 ASSIGNMENT.

Add:

3-1.1 Contractor Indebtedness.

Indebtedness incurred for any cause in connection with this work must be paid by Contractor and the City is hereby relieved at all times from any indebtedness or claim other than payments under terms of the Contract and Contractor will indemnify and hold harmless the City and its officers and employees from any loss, demand, damages, claims or actions arising from or in connection with said indebtedness.

3-7 CONTRACT DOCUMENTS.

3-7.1 General. *Add the following:*

Except as otherwise noted or specified, the work shall be done in accordance with the following referenced specifications and drawings, which are on file and available from the Public Services & Engineering Department, 1825 Strand Way, Coronado, California 92118:

Document

Standard Specifications for Public Works Construction, 2024 Edition

San Diego Regional Standard Drawings (SDRSD), 2022 Edition

Caltrans Standard Specifications - 2025

3-8 SUBMITTALS

3-8.1 General. *Replace with the following:*

When submittals are required by Plans or Specifications, or as directed by the City Engineer, they may be shop drawings, product data, samples or documents to ensure that the Work is in accordance with the Contract documents. Contractor shall provide the submittals within fifteen (15) calendar days from the date requested in writing by the City. Contractor is responsible for coordinating, scheduling, sequencing and preparing submittals so that work will not be delayed.

Initial submittals requiring approval will be reviewed at no cost to the Contractor. The cost of reviewing resubmittals, for reason of failure to meet Contract requirements, shall be at the expense of Contractor.

Contractor shall furnish five (5) copies (unless otherwise specified herein) of the required submittals to the City Engineer or submit electronically as “pdf” files if authorized by the Engineer. Contractor shall ensure no work has begun until submittals for that item of work have been returned approved.

Add:

3-8.1.1 Submittals Required.

The following submittals shall include, but not be limited to:

- a) Construction Schedule
- b) Salvage, Demolition, and Removal Procedure Plan
- c) Site Furnishings: Tree Grates, Bollards, and Bike Racks
- d) Concrete Mixes
- e) Stabilized Decomposed Granite
- f) Trees
- g) Landscaping Materials: Agronomic Soil Testing and Recommendations
- h) Root Control Barrier
- i) Thermoplastic Markings: “Walk Your Wheels” Emblems and Bike Corral Striping
- j) Paint Drawdowns
- k) As-Built Markups

3-8.3 Shop Drawings. *Replace with the following:*

Contractor agrees that Shop Drawing Submittals processed by the City Engineer are not Change Orders; that the purpose of Shop Drawing Submittals by the Contractor is to demonstrate to the Engineer that the Contractor understands the design concept, that Contractor demonstrates his/her/its understanding by indicating which equipment and material Contractor intends to furnish and install, and by detailing the fabrication and installation methods that he/she/it intends to use. Contractor further agrees that if deviations, discrepancies or conflicts between Shop Drawing Submittals and the contract documents in the form of design drawings and specifications are discovered either prior to or after Shop Drawing Submittals are processed by the Engineer, the design drawings and specifications shall control and shall be followed. Shop drawings shall include complete fabrication, assembly, and installation drawings for the complete assembly of the system with all components, equipment, and parts, each with an assigned number

corresponding to the system manufacturer's parts list. Shop drawings shall also show construction details for each component and piece of equipment. All samples and shop drawings are to be submitted to City within thirty (30) calendar days of the Notice to Proceed. Contractor shall submit shop drawings for the items indicated in the specifications.

Add:

3-8.3.1 Record Drawings.

Accurate and legible records shall be kept on a set of contract drawings of all changes of work that occur during construction. Contractor shall record the exact location by dimension, and exact depth, by elevation, of all installed material, etc. All information necessary to maintain and/or service any concealed work shall be noted on these record drawings. Such records shall be kept up to date with all entries checked by the City Engineer before the work is buried or covered up. Prior to field acceptance, Contractor shall deliver this information to the Engineer.

3-10 SURVEYING

3-10.1 General. *Replace with the following:*

Contractor shall be responsible for surveying adequate for construction unless otherwise expressly stated.

Add:

3-10.3 Permanent Survey Markers.

Contractor shall not disturb permanent survey monuments or benchmarks without the consent of the City Engineer, and the Contractor shall bear the expense of replacing or resetting any marker that may be disturbed. Replacement or resetting of any marker shall be done only by a California licensed engineer or land surveyor.

Add:

3-10.4 Survey Service.

If provided by the City, the expense to Contractor for the replacement of construction survey stakes by the City shall be at the rate of \$200 per hour including travel time.

3-12 WORK SITE MAINTENANCE

3-12.3 Noise Control. *Add the following:*

Contractor shall adhere to the applicable provisions of Title 41 of the Coronado Municipal Code, Noise Abatement and Control Ordinance; and, in particular, shall observe the construction noise curfew between 7:00 p.m. and 7:00 a.m. of any weekday and at all times on Sundays and holidays (Sections 41.10.040 and 41.10.050) as described below:

41.10.040 Construction Noise Curfew.

A. It shall be unlawful for any person, between the hours of 7:00 p.m. and 7:00 a.m. of any day or on legal holidays and Sundays to erect, construct, demolish, excavate for, alter or repair any building or structure in such a manner as to create a disturbing, excessive or offensive noise unless a noise control permit has been applied for and granted beforehand by the Noise Control Officer. In granting such a permit, the Noise Control Officer should consider whether the construction noise in the vicinity of the proposed work site would be less objectionable at night than during the daytime; whether obstruction and interference with traffic, particularly on streets of major importance, would be less objectionable at night than during the daytime; whether the type of work to be performed emits noises at such a low level as to not cause significant disturbances in the vicinity of the work site; the character and nature of the neighborhood of the proposed work site; whether great economic hardship would occur; if the work is in the general public interest; and he shall prescribe such conditions, working time, types of construction equipment to be used and permissible noise levels as he deems to be required in the public interest.

B. The provisions of Subsection A of this Section shall not apply to emergency work as defined herein, provided that the Noise Control Officer shall be notified in writing of such emergency work no later than forty-eight (48) hours after work commences.

41.10.050 Construction Noise Limits.

Except as provided in Section 41.10.040(B) above, it shall be unlawful for any person, including the City of Coronado, to conduct any construction activity so as to cause, at or within the property lines of any property zoned residential, an average sound level greater than seventy-five (75) decibels during a one-hour period any time between the hours of 7:00 a.m. and 7:00 p.m. unless a variance has been applied for and granted by the Noise Control Officer.

Add:

3-12.3.1 Landscaping Equipment.

The Contractor shall only utilize battery-powered leaf blowers; no gas powered leaf blowers will be used on the project.

3-12.4.2 Storage in Public Streets. *Replace with the following:*

Area available within the City of Coronado for storage of materials is limited. Contractor shall store all materials off-site and delivered to the job site as required for construction. Storage in public streets is not permitted.

Add:

3-12.4.2.1 Storage of Portable Restrooms.

The Contractor shall be permitted to use the public right-of-way during public improvement projects for temporary storage of portable restrooms; however, the containment and location must be as follows:

- a) Each portable restroom facility (port-a-potty) must be supplied with a spill tray or other type of secondary containment.
- b) Each portable restroom staged on a public street must be relocated every five (5) days or placed within a secured, screened, fenced staging area approved by the City Engineer.

3-12.6 Water Pollution Control

Add:

3-12.6.3.1 Water Pollution Control Plan (WPCP).

An draft Water Pollution Control Plan (WPCP) has been prepared for the project and provided in Attachment C of these bid documents. The contractor is required to complete the WPCP in accordance with the Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual dated September 2024 and obtain final approval from the Caltrans assigned Resident Engineer.

The Contractor shall implement the WPCP in accordance with Section 13, “Water Pollution Control” of the 2025 Caltrans Standard Specifications and these Special Provisions. The Contractor shall implement, monitor, and revise the WPCP as needed to suit changing Project site conditions and/or when properly installed systems are ineffective. In addition, the contractor shall be responsible for providing personnel with proper qualifications and training to execute the WPCP.

Implementation of the WPCP and field inspections completed by the Agency does not relieve Contractor from liabilities arising from non-compliance of storm water pollution regulations.

Compliance with State Water Resources Control Board (SWRCB) requirements is the sole responsibility of Contractor. All fines levied as a result of the Contractor’s failure to comply with the requirements of SWRCB and/or the WPCP shall be the Contractor’s responsibility. If there are fines against the City due to non-compliance by Contractor, City shall recover all costs of the fine by deducting monies from payments due to the Contractor.

Time extensions will not be allowed for any suspension of work as a result of the Contractor’s non-compliance with the WPCP.

3-12.6.5 Payment. *Replace with the following:*

Payment for the implementation of the WPCP and maintenance of BMP’s shall be included in the lump sum bid price for Erosion Control. Progress payments will be made on a percentage-completed basis.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

Add:

3-13.3.1 Guarantee.

All work shall be guaranteed by Contractor for a period of one (1) year from the date of acceptance of the work against defective workmanship and materials furnished by Contractor. Contractor shall promptly replace or repair, in a manner satisfactory to the City Engineer, any such defective work after notice to do so from the Engineer. Upon Contractor's failure to make such replacement or repairs promptly, the City may perform this work and the Contractor and his/her/its surety shall be liable for the cost thereof.

SECTION 4 – CONTROL OF MATERIALS

4-2 PROTECTION.

Add:

4-2.1 Storage of Materials.

Area available within the City of Coronado for storage of materials is limited. Contractor shall store all materials off-site and deliver to the job site as required for construction.

Add:

4-2.2 Property Rights in Material.

Nothing in the Contract documents shall be construed as vesting in Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil. All such materials shall become the property of the City upon being so attached or affixed.

4-4 TESTING.

Add:

4-4.1 Test of Materials.

Tests shall be made by and at the expense of the City after a request by Contractor in such number and at such location as deemed necessary by the Engineer to ensure compliance with Specifications; however, the cost of retesting any portion of the work that has failed the initial tests taken by the City shall be borne by Contractor.

Add:

4-4.2 City of Coronado Quality Assurance Program (QAP).

Material incorporation shall follow the requirements established within the City of Coronado Quality Assurance Program (QAP). See Attachment D.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR.

Add:

5-3.1.1 Laws.

Pursuant to Sections 1720 *et seq.* and 1770 *et seq.* of the California Labor Code, Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate or per diem wages are on file in the City Engineer's office, which copies shall be made available to any interested party on request at the posted reproduction charge. Contractor shall post a copy of such wage determinations at each job site.

5-3.3 Payroll Records. *Add the following:*

Contractor shall furnish the City certified payroll records for all persons employed by the Contractor and subcontractors in connection with work on the Project. Failure to do so will delay payments to the Contractor until such certified payrolls are received by the City. Contractor shall furnish electronic certified payroll records (online) to the Labor Commissioner in addition to submitting records to the City, as applicable.

5-4 INSURANCE.

5-4.2 General Liability Insurance. *Replace with the following:*

Contractor shall obtain and, during the term of the Agreement, shall maintain a commercial general liability (CGL) insurance policy that shall cover liability arising from any and all for bodily injury, personal injury, and property damage in an amount of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate and shall contain the following coverage:

1. Manufacturers' and Contractor's liability.
2. Broad form property damage.
3. Owner's and Contractor's protective liability.
4. Broad form contractual liability.
5. Products and completed operations coverage.
6. Coverage for explosion, collapse, or underground property damage (X, C, U Hazards).

The CGL insurance policy shall be written on an ISO Occurrence form or equivalent providing coverage at least as broad as CG 00 01. If limits apply separately to this Project (CG 25 03 or 25 04), the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If the Contractor or subcontractor maintains higher limits than the limits shown above, the City shall be entitled to coverage for the higher limits maintained by the Contractor and/or its subcontractor. Any available insurance

proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated separately and must meet the same qualifications as the Contractor's primary policy.

Contractor shall likewise obtain and, during the term of the Agreement, shall maintain an automobile liability insurance policy for all of the Contractor's automobiles, including owned, hired, and non-owned automobiles, written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury, personal injury and property damage in an amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The insurance certificate shall reflect coverage for any automobile (any auto).

The City of Coronado shall be listed as additionally insured on the required CGL and automobile general liability policies. The Additional Insured Endorsement shall be an ISO Form 20 10 11 85 **or** an ISO Form 20 10 10 01 **and** 20 37 10 01, or their equivalent, including coverage for the City with respect to liability arising out of the completed operations of the Contractor. Completed operations coverage shall be maintained in effect for the benefit of the City for a period of two (2) years following the completion of the Work specified in the Contract.

All policies shall contain a provision stating that the Contractor's policies are primary insurance and that insurance (including self-retention) of the City or any named insured shall not be called upon to contribute to any loss, as reflected in an endorsement at least as broad as CG 20 01 04 13 which shall be submitted to the City. This provision shall apply regardless of any language of the general liability or automobile liability policy maintained by the Contractor during the term of this Contract.

The City of Coronado shall accept no endorsement or modification to the CGL limiting the scope of coverage required in this Section.

The insurance policies must provide that they remain in force for not less than thirty (30) days after a notice is given to the City of the policy's expiration or cancellation. Contractor's insurance will not be accepted if these requirements are not met and evidenced in the submitted documents.

Contractor shall furnish certificates of said insurance and policy endorsements to the Contract Officer prior to commencement of Work under the Contract. Failure by the City to object to the contents of the certificate and/or policy endorsement or the absence of same shall not be deemed a waiver of any and all rights held by the City. Failure on the part of Contractor to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the City may terminate the Contract with the Contractor.

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. Before commencing any applicable portion of the Work, Contractor shall furnish copies of certificates of insurance and policy endorsements evidencing coverage for each subcontractor. Before Contractor shall employ any person or persons in the performance of the Contract, Contractor shall procure a policy of Workers' Compensation

insurance as required by the Labor Code of the State of California, or shall obtain a certificate of self-insurance from the Department of Industrial Relations. Contractor shall maintain Workers' Compensation insurance and employer's liability insurance to protect City against all claims under applicable state and federal Workers' Compensation laws. Insurance coverage shall not be less than the statutory minimum for Workers' Compensation, and \$1,000,000 for employer's liability. The Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its elected officials, officers, employees, agents, representatives and volunteers.

The City reserves the right to review the insurance requirements of this section during the effective period of the Agreement and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon economic conditions, recommendation of professional insurance advisors, changes in statutory law, court decisions, or other relevant factors. The Consultant agrees to make any reasonable request for the deletion, revision, or modification of particular insurance policy terms, conditions, limitations, or exclusions (except where those policy provisions are established by law, or are established by regulations that are binding upon either party to the contract, or are binding upon the underwriter to the contract). Upon request by City, Consultant shall exercise reasonable efforts to accomplish such changes in policy coverages and shall pay the cost thereof.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, the Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

Consultant hereby grants to City a waiver of any right to subrogation that any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.

5-7 SAFETY.

5-7.1.1 General. *Add the following:*

Upon completion of each day's work, the Contractor shall be responsible for leaving the work area free of hazards and shall provide all necessary temporary signs, warning devices, and barricades.

5-7.1.2 Work Site Safety Official. *Add the following:*

The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

The duty of the City and its consultants is to conduct construction review of the Contractor's performance and shall not include a review or approval of adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City's inspector or other representative. In addition, the Contractor must promptly report in writing to the City all accidents whatsoever arising out of, or in connection with, the performance of the work whether on or adjacent to the site, giving full details and statements of witnesses.

Add:

5-7.1.3 Public Safety During Non-Working Hours.

Notwithstanding the Contractor's primary responsibility for safety on the job site when the Contractor is not present, the City Engineer, at his/her option after attempting to contact the Contractor, may direct City forces to perform any functions he/she may deem necessary to ensure public safety at or in the vicinity of the job site. If such procedure is implemented, the Contractor will bear all expenses incurred by the City.

In all cases, the judgment of the City Engineer shall be final in determining whether or not an unsafe situation exists.

5-7.2 Safety Orders.

5-7.2.1 General. *Add the following:*

The Contractor shall be solely and completely responsible for conditions on the job site, including safety of all persons (including employees) and property during performance of the Work. This requirement shall apply continuously and is not limited to normal working hours. Safety provisions shall conform to U. S. Department of Labor, the California Occupational Safety and Health Act (OSHA), and all other applicable federal, state, county, and city laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself/herself/itself with the aforementioned safety provisions shall not relieve the Contractor from compliance with the obligations and penalties set forth herein.

The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions.

5-7.8 Steel Plate Covers. *Add the following:*

Steel plate covers, if required on roadways, shall be recessed by milling into the existing asphalt to set the plate flush with the surface of the existing roadway. The depth and width of the milling shall match the thickness and size of the steel plate to be used. The steel plate shall overlap a minimum of twelve (12) inches on the existing milled asphalt on all sides of the trench. The gap between the edge of the steel plate and the existing adjacent asphalt shall be filled with temporary asphalt.

Steel plates used on roadways or alleys shall be placed over the trench and overlap a minimum of twelve (12) inches on all sides and be anchored securely to prevent movement. Temporary asphalt shall be used to feather the edges of the plate to taper the difference in elevation.

In all cases, temporary asphalt shall be used to eliminate vertical movement to reduce the sound of vehicles traveling over the steel plates.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. *Replace with the following:*

Prior to the start of any work the Contractor shall submit its proposed detailed construction schedule to Project Manager for approval. The schedule shall be in the critical path format developed via project management software such as Primavera or Microsoft Project, and shall identify milestones and be sufficiently detailed to show chronological relationship of all activities of the Work. These include but are not limited to: Notice to Proceed (NTP) which represents the commencement of the Work, estimated start and completion date of various activities and phases, submission of submittals, procurement of materials and scheduling of equipment, and Time of Completion (TOC) which represents the final completion of the Work. The duration between the NTP and TOC shall represent the Contract Time. The construction schedule shall incorporate the requirements of Greenbook section 402-5 and reflect the completion of the Work within the specified Contract time and in conformance with the Contract Documents.

If the Contractor wishes to make a major change in the method of operations after beginning construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the Project Manager a revised construction schedule in advance of beginning revised operations. **Failure to comply with schedule specifications may delay progress payments.**

Add:

6-1.1.1 Progress Reporting.

Contractors shall utilize schedule updates as a method to reflect current developments on the Project. Schedule updates will be done at least monthly, or as requested by the Project Manager. The Contractor will be responsible for preparing percentage of completion per activity, which Project Manager will review and assess against pay application requests. In addition to assigning percentage of completion, the monthly update should specify the actual start date for activities that have started since the last report and completion dates for those activities that have been completed. Should there be logic changes to the as-planned schedule, these changes should be noted in the monthly update as well. If there is a disagreement between the City and Contractor over the status of an activity, the City's determination will prevail.

Add:

6-1.1.2 Ownership of Float.

Float or slack is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities of the schedule. Float or slack is not time for the exclusive use or benefit of either the City or the Contractor. Extensions of time for performance may be granted to the extent that equitable time adjustments for the activities or activities affected exceed the total float or slack available.

6-3 TIME OF COMPLETION.

6-3.1 General. *Add the following:*

Contractor shall complete the Work within 80 working days after the commencement date specified in the Notice to Proceed.

6-4 DELAYS AND EXTENSION OF TIME.

6-4.1 General. *Add the following:*

Should Contractor incur a delay, Contractor shall submit a written request to the City Engineer stating the reason(s) for the delay and the number of working days required within five (5) working days after the delay was incurred. The Engineer shall respond in writing within five (5) working days of the date of receipt of the request. Extension of time, if granted, shall follow the change order process. Time extensions, when granted, will be based upon the effect of the delays to the Work. They will not be granted for noncontrolling delays to minor portions of the Work unless it can be shown that such delays did or will delay the progress of the Work.

6-9 LIQUIDATED DAMAGES. *Replace with the following:*

Failure of Contractor to complete the Work within the time allowed 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 time specified for completion of the Work, as adjusted in accordance with Subsection 6-6, the Contractor shall pay to the City, or have withheld from monies due it, the sum of \$1,500.00 per day.

Execution of the Contract shall constitute agreement by the City and Contractor that \$1,500.00 per day is the minimum value of the costs and actual damages caused by the failure of Contractor to complete the Work within the allotted 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 Contractor if such delay occurs.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment. *Add the following:*

From each progress estimate, five percent (5%) will be deducted and retained by the City and the remainder, less the amount of all previous payments, will be paid to the Contractor. The five percent (5%) retention shall apply to all work done regarding which there is no dispute.

7-4 PAYMENT FOR EXTRA WORK.

7-4.3 Markup.

7-4.3.1 Work by the Contractor. *Add the following:*

The following percentages shall be added to the Contractor's cost and shall constitute the markup for all overhead and profits for change orders:

1. Labor 20%
2. Materials 15%
3. Equipment Rental 15%
4. Other Items and Expenditures 15%

To the costs and markups provided for in this subsection, one percent (1%) shall be added as compensation for bonding.

7-4.3.2 Work by a Subcontractor. *Replace with the following:*

When all or any part of the extra work is performed by a Subcontractor, the markup established shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent (10%) on the first \$5,000 of the subcontracted portion of the extra work and a markup of five percent (5%) on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

END OF PART 1

SPECIAL PROVISIONS

PART 2 – CONSTRUCTION MATERIALS

SECTION 200 – ROCK PRODUCTS

200-2.7 Disintegrated Granite.

200-2.7.1 General. *Add the following:*

“Stabilized Decomposed Granite” and “Disintegrated Granite” shall be used interchangeably.

Stabilized decomposed granite shall consist of White Ice DG as manufactured by KRC Rock or approved equal, blended with a proprietary organic or polymer stabilizer specifically formulated for pedestrian pathways. Color shall be consistent throughout the installation and shall match the approved sample. Finished stabilized DG surface shall resist erosion from normal rainfall and pedestrian traffic; provide a firm, stable, and slip-resistant walking surface; remain free of loose aggregate after curing; be suitable for accessible pedestrian routes.

Decomposed granite shall consist of naturally weathered or mechanically crushed granite free of clay lumps, organic matter, debris, roots, or other deleterious materials. Material shall be a well-graded blend capable of producing a dense, stable surface after compaction. Decomposed granite product shall be White Ice DG available through KRC Rock, or approved equal. Phone: (760) 744-1036.

Stabilizer material shall be a well-graded blend capable of producing a dense, stable surface after compaction.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1 General. *Add the following:*

Prepackage unmixed concrete shall not be allowed.

Add:

201-1.1.1 Concrete Specified by Class and Alternate Class.

The concrete class and maximum slump for the various types of construction shall be as follows:

<u>Type of Construction</u>	<u>Concrete Class</u>	<u>Maximum Slump (inches)</u>
Curb, Gutter, Sidewalk and Driveways	520-C-2500	4

201-1.2 Materials.

201-1.2.4 Cement. *Add the following:*

Portland Cement. All cement to be used for concrete shall be Type V.

201-1.2.4.1 Concrete Color Admixtures.

1. Quality Assurance
 - a) Perform work in accordance with: ACI 305.1, ACI 306.1, ACI 318.
 - b) Obtain each material from same source and maintain high degree of consistency in workmanship throughout Project.
 - c) Installer Qualifications: Concrete work shall be by firm with five years experience with work of similar scope and quality.
 - d) Integrally Colored Concrete Mock-Up:
 - i. Provide 4 foot square mockup of each concrete color as indicated in landscape construction legend and **Section 3-8.1.2**. Construct at least one month before start of other concrete work to allow concrete to cure before observation.
 - ii. At location acceptable to Engineer, demonstrate methods used for construction, including forming and finishing conditions required for Project using materials, workmanship, joint treatments, topcast finishes, and curing methods to be used throughout Project.
 - iii. Accepted mock-ups provide visual standard for work of Section.
 - iv. Remove mock-up when no longer required for comparison with finished work
2. Delivery, Storage, And Handling
 - a) Color Additive: Deliver, store, and handle in accordance with manufacturer's instructions.
 - b) Concrete: Schedule delivery to provide consistent mix times from time color additive is placed in mixture until placement of integrally colored concrete.
3. Concrete Materials
 - a) Water: Clean and potable.
 - b) Admixtures: Do not use calcium chloride admixtures.
4. Color Additives
 - a) Manufacturer: Davis Colors or approved equal. Contact information:
Phone – (800) 356-4848 or (323) 269-7311
Email – info@daviscolors.com
Website – www.daviscolors.com
Substitutions – Comply with Greenbook “Substitution Procedures”
 - b) Type:
 - i. Concentrated pigments specially processed for mixing into concrete and complying with ASTM C979.
 - ii. Color additives containing carbon black are not acceptable.
 - c) Color Additive Delivery:
 - i. Automated Dispensing: Meter and dispense colors using computer-controlled automated color weighing and dispensing system. Use Davis Colors Chameleon liquid metering system and Hydrotint liquid color additives.
 - ii. Manual Dispensing: Use Davis Colors Mix-Ready powdered color additives in pre-measured disintegrating bags.
5. Concrete Flatwork

- a) Curing Compound for Flatwork: Davis Colors complying with ASTM C309 and designed for use on integrally colored concrete.
 - b) Moist Curing Blankets: McTech Group (www.mctechgroup.com) UltraCure NCF disposable curing blankets designed for use on colored or decorative concrete and to keep surface of concrete moist for seven days.
6. Accessories
- a) Cleaning Agents: Use products known to be compatible with integrally colored concrete.
7. Mixes
- a) Slump: 4 inches If greater slump is required, use water-reducing or super-plasticizing admixture; do not add water.
 - b) Color Additives: Mix in accordance with manufacturer's instructions. Mix until color additives are uniformly dispersed throughout mixture and disintegrating bags, if used, have disintegrated.
 - c) Do not retemper mix or add water in field.
8. Concrete Colors
- a) **Davis Alt Coronado Beige #2 (Product Code DACCB255) with Topcast #05 – Light Blue finish**
9. Examination
- a) Do not place integrally colored concrete where standing water is present.
10. Installation
- a) Comply with color admixture manufacturer's recommendations unless otherwise specified in this Section.
11. Flatwork
- a) Finishing:
 - b) Broom Finish: Pull broom across freshly floated concrete to produce fine texture in straight lines perpendicular to main line of traffic. Do not dampen brooms.
 - c) Retarded Surface. Use specified Dayton Superior product.
 - d) Curing
 - i. Apply curing compound for flatwork or moist curing blanket in accordance with manufacturer's instructions. Apply curing at consistent time for each pour.
 - ii. Maintain concrete between 65° and 85°F during curing.
12. Appearance Tolerances
- a) Appearance: Minor variations in appearance of integrally colored concrete that are similar to natural variations in color and appearance of uncolored concrete are acceptable.
13. Cleaning
- a) Efflorescence: Remove efflorescence as soon as practical after it appears and as part of final cleaning.
 - b) Use least aggressive cleaning techniques possible.
 - c) If proprietary cleaning agents are used, pre-wet surface, test cleaning agent on small, inconspicuous area, and check effects prior to proceeding. At walls, begin cleaning at top and work down. Thoroughly rinse surface afterwards with clean water. Follow cleaner manufacturer's instructions.

Do not use muriatic or hydrochloric acid on integrally colored concrete.

SECTION 210 – PAINT AND PROTECTIVE COATINGS

210-1 PAINT.

210-1.5 Paint Systems.

Replace Table 210-1.5 with:

TABLE 210-1.5

Surface to be Painted	Pre-Treatment/Surface Preparation ¹	Primer ¹	Finish Coats ¹
Metal	Clean, decontaminate, and uniformly abrade surface	Sherwin-Williams Macropoxy 646 or approved equal. (1 coat)	Sherwin-Williams Acrolon 218 HS, semi-gloss or approved equal (2 coats)

1. Finish color shall be in accordance with Specifications or as determined by the Engineer.

Add:

210-1.6 News Stands.

- a) Existing news stands are to be repainted in the field. Color is to match RAL-6028. The Contractor is to first clean and decontaminate the existing surface of newsstands. Existing powder coat shall be uniformly abraded to provide a mechanical bond. Provide 1 coat of epoxy primer with 2 coats of polyurethane topcoat. Coating is to be applied in accordance with the coating manufacturer's recommendations
 - a. Primer Paint: Sherwin-Williams Macropoxy 646 or approved equal.
 - b. Topcoat: Sherwin-Williams Acrolon 218HS, semi-gloss, or approved equal.
- b) The Contractor is to protect all existing paving and improvements from paint contamination or staining. The Contractor is to clean any paint that falls on surrounding concrete paving or site furnishings during newsstand painting.

SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKINGS

214-5 THERMOPLASTIC MATERIAL FOR TRAFFIC STRIPING AND MARKINGS.

214-5.1 GENERAL *Add the following:*

Thermoplastic “Walk Your Wheels” emblems shall be a preformed thermoplastic pavement marking material supplied in pre-cut, flat sheets, lines, or multi-piece symbol layouts with a nominal thickness of 90 mils (2.3 mm) or 125 mils (3.2 mm). The top surface features a smooth matte finish uniformly embedded with reflective glass beads, along with patented, regularly spaced visual heating indicators (indents) that flatten out when the material reaches its proper melting point. The material is flexible at room temperature, comes with a split-sheet backing for handling, and requires an external, solvent- or epoxy-based concrete sealer to achieve a permanent thermal bond on Portland cement concrete surfaces.

Acceptable product is Optamark, available through Geveko Markings, or approved equal. 1883 New Harvest Road, Gainesville, GA 30507. (770) 847-9410.

END OF PART 2

SPECIAL PROVISIONS

PART 3 – CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1.1 General. *Add the following:*

The Contractor shall remove all debris from the project site by the end of each work day. The Contractor shall remove all items indicated on plans and as necessary to complete the work and/or as may be directed by the City Engineer, to the satisfaction of the City Engineer.

The Contractor shall submit proposed salvage, demolition, and removal procedures for approval before work is started. Procedures shall provide for careful removal and disposition of materials specified for salvaging, coordination with other work in progress, a disconnection schedule of all utility services, and a detailed description of methods and equipment to be used for each operation and of the sequence of operations.

The Contractor is responsible for repairing all irrigation lines, hardscape, and appurtenances damaged or removed as part of the construction.

The Contractor shall be responsible for root removal and disposal. The contractor shall engage a qualified arborist to direct plant protection measure in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports, per Tree Protection Notes.

The Contractor shall be responsible for tree and stump removal and disposal. Where a new tree is being planted, and regardless of whether or not the Construction Demolition Plans show an existing tree to be removed, the Contractor is to grind, and/or remove, any existing stump and roots to a depth of 24”.

All new and existing tree grates shall be cleaned of accumulated debris and trash prior to project completion. Each grate shall be lifted, and accumulated debris and trash removed to provide a clear space of not less than 1 inch. The Contractor is to provide 3 inches of mulch over exposed soil under tree grate. Mulch depth may be less than 3 inches if soil grade is insufficient beneath tree grate to accommodate 3 inches. In these cases, provide 1 inch minimum mulch. Grates shall be pressure washed and reinstalled securely, flush with existing pavement. The Contractor shall use extreme caution in protecting all existing improvements adjacent to the project including PCC improvements, irrigation facilities and appurtenances, trees, water meters, parkway drains, walkways, brickwork, etc. Contractor shall be responsible for replacing damaged improvements in kind as a result of construction operations.

Clearing and grubbing shall include pruning of existing trees and bushes as indicated on the plans and as directed by the Engineer.

Section 4216/4217 of the Government Code requires a DigAlert identification number be issued at least two (2) working days prior to a “Permit to Excavate” will be valid. For a DigAlert identification number, Contractor shall call the following Underground Service Alert, services and utilities:

DigAlert	811
Coronado Police Department	619-522-7350
AT&T	619-266-4248
California-American Water	619-522-6403
San Diego Gas & Electric	800-411-7343
Spectrum (cable TV, Internet)	858-635-8266

Add:

300-1.1.2 Tree Removal.

300-1.1.2.1 General

The work under this Section shall consist of furnishing all labor, materials, equipment, tools, transportation, traffic control, permits, disposal, and incidentals required for the removal of designated trees as shown on the Plans and specified herein.

Tree removal shall include, but not be limited to:

- a.) Removal of trunks, limbs, branches, foliage, and woody debris.
- b.) Stump grinding or stump removal.
- c.) Removal of designated roots.
- d.) Loading, hauling, and lawful disposal of removed materials to a legal and authorized disposal area.
- e.) Backfilling and compaction of resulting excavations.
- f.) Protection of existing utilities and improvements.
- g.) Restoration of disturbed areas.
- h.) Compliance with environmental permits and regulatory requirements.

The Contractor shall perform all work in a manner that prevents damage to trees designated to remain, irrigation systems, underground and overhead utilities, pavements, structures, site furnishings, and other improvements. Only trees specifically identified on the Plans or authorized by the Engineer shall be removed.

300-1.1.2.2 Submittals

Submit the following a minimum of ten (10) Working Days prior to commencement of tree removal activities.

Submit a Tree Removal Work Plan that includes:

- a) Sequence of removal operations.

- b) Equipment proposed for use.
- c) Crane operations, if applicable.
- d) Temporary access routes.
- e) Staging and storage areas.
- f) Traffic control measures.
- g) Pedestrian protection measures.
- h) Utility protection procedures.
- i) Tree protection procedures.
- j) Dust and noise control measures.

No tree removal operations shall commence until the Work Plan has been reviewed and accepted by the Engineer.

Submit an inventory identifying:

- a) Tree number.
- b) Species.
- c) Diameter at Breast Height (DBH).
- d) Existing condition.
- e) Plan reference.
- f) Proposed removal date.

300-1.1.2.3 Arborist Qualifications

Where required by the Contract Documents, submit qualifications for the project arborist. The arborist shall be ISA Certified Arborist, ISA Board Certified Master Arborist, or other qualified arborist approved by the Engineer.

Submit copies of permits, approvals, clearance letters, biological surveys, or other documentation required to demonstrate compliance with applicable environmental regulations and permit conditions.

When removal operations affect vehicle, bicycle, or pedestrian circulation, submit a Traffic Control Plan in accordance with the Contract Documents and City of Coronado requirements.

Prior to removal, photograph each tree designated for removal. Photographs shall clearly identify the tree, depict existing site conditions, and be submitted electronically to the Engineer before removal activities commence. Photographs shall become part of the project record.

Prior to beginning tree removal operations, schedule a field meeting with the Engineer. The purpose of the inspection shall be to:

- a) Verify trees designated for removal.
- b) Identify trees designated to remain.
- c) Confirm project limits.
- d) Review access routes.

- e) Review traffic control measures.
- f) Review utility locations.
- g) Review tree protection requirements.
- h) Review environmental restrictions.

No tree shall be removed until authorization has been received from the Engineer.

300-1.1.2.4 Protection of Existing Improvements

Protect all adjacent trees, landscaping, irrigation systems, utilities, pavements, structures, and other improvements from damage resulting from construction activities. Provide temporary fencing, barriers, coverings, or other protective measures as required. Repair or replace damaged improvements at no additional cost to the City of Coronado.

300-1.1.2.5 Tree Removal

Trees that are shown as to be removed shall be removed in their entirety. Where a new tree is being planted, and regardless of whether or not the Construction Demolition Plans show an existing tree to be removed, the Contractor is to grind, and/or remove, any existing stump and roots to a depth of 24”.

Perform removal operations using methods that prevent unnecessary disturbance to surrounding improvements and vegetation. Trees shall be lowered in a controlled manner where required to avoid damage to adjacent facilities.

Unless otherwise shown on the Plans, grind stumps to a minimum depth of twenty-four (24) inches below adjacent soil grade.

Remove roots that conflict with proposed improvements. Roots associated with trees designated to remain shall be cleanly pruned using accepted arboricultural practices. Tearing, ripping, or pulling roots from protected trees shall not be permitted.

300-1.1.2.6 Disposal

Unless otherwise directed by the Engineer, all removed materials shall become the property of the Contractor. Remove all tree material, roots, stumps, and debris from the site and dispose of them in a legal and authorized disposal area. Materials designated by the City of Coronado for salvage shall be delivered or stockpiled at locations designated by the Engineer.

300-1.1.2.7 Environmental Requirements

Comply with all applicable federal, state, and local environmental regulations. Prior to commencing tree removal activities, verify compliance with nesting bird protection requirements and permit conditions. If active nests or protected wildlife are encountered, immediately suspend work within the affected area and notify the Engineer.

300-1.1.2.8 Inspection Requirements

Provide a minimum of seventy-two (72) hours advance notice prior to:

- a) Commencement of tree removal.
- b) Stump grinding operations.
- c) Root removal operations.
- d) Final inspection requests.

Failure to provide required notice may result in rejection of the work.

Verify the location of all underground and overhead utilities before beginning any excavation or removal activities. Operations shall not begin until all utility notification requirements have been completed.

Where required by the Contract Documents, permits, or Special Provisions, tree removal activities shall be observed by the project arborist. The arborist shall verify:

- a) Compliance with approved removal procedures.
- b) Protection of adjacent trees.
- c) Root pruning activities.
- d) Compliance with permit requirements.

Upon completion of tree removal operations, the Engineer shall perform a final inspection. Acceptance will be based on:

- a) Complete removal of designated trees.
- b) Completion of stump grinding and root removal.
- c) Proper disposal of removed materials.
- d) Restoration of disturbed areas.
- e) Proper backfill and compaction.
- f) Protection of adjacent improvements.
- g) Compliance with the Plans and Specifications.

Correct deficiencies identified during inspection at no additional cost to the City of Coronado.

Add:

300-1.1.3 Weed Removal and Sidewalk Pressure Washing:

The Contractor shall perform final cleaning of the Work area, including removal of dirt, debris, and weeds, and pressure washing of paved surfaces from face of curb to building within the limits of work. Perform cleaning operations using personnel and equipment appropriate to the surfaces being cleaned, in a manner that does not damage adjacent improvements, landscaping, or private property. All products and procedures used shall follow guidance established within Caltrans Construction Site Best Management Practices (BMP) Manual.

- i.) Products: Cleaning agents, if used, shall be biodegradable, non-toxic, and compatible with the surface being cleaned.

j.) General Site Cleaning:

- a. The Contractor shall remove all dirt, debris, and weeds from within the limits of work on a weekly basis, prior to completion of each work week, and shall maintain the Work area in a clean and orderly condition throughout the duration of construction.
- b. Weekly cleaning shall include, at a minimum, removal of loose soil, construction debris, trash, and weed growth from pavement joints, cracks, gutters, planting areas, and other surfaces within the limits of work.
- c. Remove and legally dispose of all collected dirt, debris, and vegetation off-site in accordance with applicable federal, state, and local regulations. Do not bury, burn, or wash debris into storm drains, gutters, or waterways.
- d. Final cleaning meeting the requirements of this Section shall be completed prior to acceptance of the Work by the Owner.

k.) Coordination with Adjacent Property and Business Owners:

- a. Prior to performing pressure washing operations, the Contractor shall coordinate directly with owners and/or occupants of private businesses located within or adjacent to the limits of work.
- b. The Contractor shall provide the affected business owner(s) with a minimum of 48 hours' advance written notice of the date and time pressure washing will occur.
- c. Coordination shall include arranging for the temporary removal or relocation of private furnishings, signage, planters, merchandise displays, and other movable items located on or adjacent to sidewalks, curbs, and gutters scheduled for pressure washing.
- d. The Contractor shall not move, relocate, or handle private property without the prior knowledge and consent of the owner.
- e. Following completion of pressure washing and adequate drying time, the Contractor shall notify the business owner(s) that furnishings may be returned, or shall coordinate their return, to the original location.
- f. The Contractor shall maintain a log of coordination notices provided and dates of pressure washing performed, and shall make this log available to the Owner upon request.

l.) Pressure Washing:

- a. Pressure wash all sidewalks, curbs, and gutters within the limits of work to remove accumulated dirt, stains, debris, and residue resulting from construction activities.
- b. Use pressure washing equipment and pressure settings suited to the substrate being cleaned to avoid damage to concrete, pavement markings, utility covers, and adjacent improvements. Contractor to adjust pressure as needed to provide effective cleaning without damaging surface features.
- c. Contain, collect, and legally dispose of pressure wash water and residue. Prevent discharge of wash water, sediment, or debris into storm drains, gutters not designated to receive it, or waterways, in accordance with applicable NPDES and local stormwater pollution prevention requirements.
- d. Protect adjacent surfaces, storefronts, landscaping, vehicles, and pedestrians from overspray, spatter, and debris during pressure washing operations.

300-1.2 Root Pruning and Tree Trimming: *Replace with the following:*

The Contractor shall be responsible for root pruning, removal and disposal of roots as follows:

- a) Tree roots shall not be pruned or cut unless their removal is unavoidable or absolutely necessary. The City Arborist shall be notified prior to any operation known or suspected to involve cutting of more than:
 - i. Two roots, three (3) inches or more in diameter; and/or
 - ii. Four (4) roots between two (2) and three (3) inches in diameter. The City Arborist shall be notified immediately in the event that roots in excess of that described above are cut, torn, ripped, or otherwise injured.
- b) The Contractor shall avoid pruning roots within ten (10) feet of the trunk of the tree when possible. Outside of the 10-foot range, the Contractor shall consider an alternative to cutting roots greater than two (2) inches in diameter. If no alternative is available, cleanly cut root back to a sound wood lateral root as approved by the City Arborist.
- c) Upon approval by the City Arborist, prior to any excavation, removal of curb, curb and gutter, sidewalk, roadway pavement or other activity that will result in removal of soil and tree roots, the Contractor shall break existing improvements into manageable pieces with a jackhammer or pick and hand load the pieces onto a loader. The loader must remain on undisturbed pavement or off exposed roots. The Contractor shall not remove base rock that has been exploited by established absorbing roots. All tree roots within a designated area will be pruned to a depth of fourteen (14) inches. Pruning shall occur with a Dosko Root Pruner, or equivalent, in accessible areas, and by hand in areas inaccessible to the root pruning machine. All other root pruning shall be done by hand with approved tools.
- d) Removal of roots greater than one (1) inch diameter or parts of roots that are injured or diseased should be performed as follows:
 - i. Preserve the root bark ridge (similar in structure and function to a branch bark ridge). Directional root pruning is the recommended technique and should be used during hand excavation around tree roots. Roots are similar to branches in their response to pruning practices. With directional root pruning, objectionable and severely injured roots are properly cut to a lateral root, if possible, that is growing downward or in a favorable direction.
 - ii. All roots needing to be pruned or removed shall be cut cleanly with sharp hand tools, with oversight by the City Arborist or Project Consulting Arborist. No wound dressings shall be used.
 - iii. Recommended root pruning tools:
 - i. Scissor-type lopper.
 - ii. Scissor-type pruner.
 - iii. Large and small hand saws.
 - iv. Wound scribe.
 - v. Trowel or small shovel.
 - vi. Garden fork.
 - vii. Hand broom.

- e) The Contractor shall apply untreated wood chips over the exposed area within one hour of pruning, then wet the chips and base rock and keep moist until AC overlay surface is applied. Remove wood chips prior to construction of asphalt concrete surface.
- f) The Contractor shall install root barriers as directed by the City Arborist and in compliance with root control barrier manufacturer's recommendations.

300-1.4 Payment. *Replace with:*

Payment shall be made at the lump sum bid price for clearing and grubbing and shall include full compensation for:

- a) saw cutting, demolition, and removal and disposal of all items that need to be removed in order to construct the improvements, including removal and disposal of trees, stump grinding and removal, tree root pruning, root removal, disposal of removed materials, arborist coordination, traffic control, utility protection, environmental compliance, backfill and compaction, restoration of disturbed areas, and labor, materials, equipment, transportation, permits, and incidentals necessary to complete the work.
- b) existing tree grates to have panels lifted and debris cleared (see section 801-7.5)
- c) weed removal and sidewalk pressure washing

No additional compensation will be allowed therefor.

Payment for the Contractor's use of a staging, storage, or maintenance area will be considered included in, and made at, the Contract bid price for Mobilization, which payment shall include full compensation for the installation, maintenance, relocation (as deemed necessary by the Contractor), and removal and disposal of all materials resulting from the use of the area, and no additional compensation will be allowed therefor.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-4.4 Thermoplastic Traffic Striping and Pavement Markings.

314-4.4.1 General. *Add the following:*

The “Walk Your Wheels” thermoplastic design shall match the existing thermoplastic emblem design and dimensions. Existing thermoplastic emblems shall be washed to remove dirt, debris, oils, chemicals, and sand from surface, using a broom, compressed air, or grinding to clean the surface. The surface shall be completely dry before application of new thermoplastic emblem. The Contractor is to apply a thin, even coat of an approved Optamark sealer where the emblem is to be applied, according to the sealer's installation instructions, and allow to completely dry. Place Optamark emblem in the same location and orientation as existing emblem on sidewalk with the anti-skid aggregate side facing up and ensure pieces are positioned correctly and that there are no gaps between pieces. Heat Optamark using an approved propane-fueled heat gun. Move flame slowly but steadily 4-8 inches above material in sweeping motions until all the Optamark material is liquid. Allow to cool completely.

314-4.4.5 Measurement. *Add the following:*

“Walk Your Wheels” Thermoplastic pavement markings will be measured by each marking, complete and accepted, as shown on the Plans.

314-4.4.6 Payment. *Add the following:*

Payment for “Thermoplastic Pavement Markings” at bike corrals shall be made at the Contract unit price per linear foot.

Payment for "Walk Your Wheels" thermoplastic pavement markings shall be made at the Contract unit price per each for Furnish and Install “Walk Your Wheels” Thermoplastic Pavement Marking, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in surface preparation, layout, and installation of the thermoplastic marking complete in place, as shown on the Plans, specified herein, and as directed by the Engineer.

END OF PART 3

SPECIAL PROVISIONS

PART 4 – EXISTING IMPROVEMENTS

SECTION 401 – EXISTING IMPROVEMENTS

401-1 GENERAL. *Add the following:*

Remove material to a legal and authorized disposal area.

401-5 OTHER IMPROVEMENTS. *Add the following:*

Removal of site furnishings (benches, trash/recycling receptacles, bike racks, tree grates, tree grate panels, H-Supports, bollards) are to be removed in their entirety as indicated on plan. Remove material to a legal and authorized disposal area.

For bolted site furnishings, Contractors may reuse existing anchor bolts if possible. Clean existing anchor bolts with wire brush to match condition of new bolts. Use new washer and nut at refurbished existing bolts. Any existing bolts that are not being used shall be cut down to be flush with paving. Any sharp edges must be filed down.

Reference section 300-1.1.1 for additional Clearing and Grubbing requirements.

401-6 MEASUREMENTS. *Add the following:*

Removal of existing improvements will be measured as indicated in the Unit Price List.

401-7 PAYMENT. *Add the following:*

Payment for removal of existing site furnishings shall be made at the Contract unit price per each which price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removing, salvaging (if applicable), transporting, and disposing of the existing [benches/trash receptacles/bike racks/bollards/Tree Grates/H-Supports/etc.] as shown on the Plans, specified herein, and as directed by the Engineer, complete in place.

Payment for removal of existing sidewalk pavement shall be made at the Contract unit price per square foot, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in sawcutting, removing, loading, hauling, and legally disposing of existing sidewalk pavement, including any base material, adjacent to proposed improvements as shown on the Plans, specified herein, and as directed by the Engineer, complete in place. Measurement for payment shall be based on the actual area of sidewalk removed, computed in square feet, regardless of pavement thickness or the presence of reinforcement.

SECTION 402 - UTILITIES

Add:

402-1.1.1 Utility Mark-outs.

Utility mark outs shall be completed using temporary removable aerosol chalk in lieu of spray paint. Upon substantial completion of all construction work and prior to final completion, the Contractor shall remove all construction and DigAlert mark-outs from streets, roadways and all other locations in the public right-of-way where markings have been placed during construction. Mark-outs may be removed using power washing or any other removal method approved by the City Engineer. The Contractor shall install temporary BMPs to prevent wash water from entering into the City's storm drain system.

Add:

400-1.1.2 Damage by Contractor.

Damage to any existing utility by the Contractor that is discovered within one (1) year after acceptance of the work by the City shall be repaired by Contractor at his expense.

END OF PART 4

SPECIAL PROVISIONS

PART 5 – PIPELINE SYSTEM REHABILITATION

SECTION NOT USED.

SPECIAL PROVISIONS

PART 6 – TEMPORARY TRAFFIC CONTROL

SECTION 601 – WORK AREA TRAFFIC CONTROL

601-1 General. *Add the following:*

No street or alley will be closed to traffic unless written authorization has been obtained from the City Engineer in advance. The contractor shall follow the Caltrans approved Traffic Control Plans for all parking and lane closures. Contractor shall always maintain a minimum 4' wide pedestrian access along sidewalks and ensure access to all private properties and businesses remain unobstructed. Traffic control devices shall follow the general guidelines of the latest edition of the *California Manual of Uniform Traffic Control Devices (CA MUTCD)*.

Temporary stop signs shall be placed when work disrupts the view of stop signs and any time when the stop legends or stop bars are removed or covered.

Steel plate covers, if required on roadways, shall be recessed by milling into the existing asphalt to set the plate flush with the surface of the existing roadway. The depth and width of the milling shall match the thickness and size of the steel plate to be used. The steel plate shall overlap a minimum of twelve inches (12") on the existing milled asphalt on all sides of the trench. The gap between the edge of the steel plate and the existing adjacent asphalt shall be filled with temporary asphalt.

Upon completion of each day's work, the Contractor shall leave the work area free of hazards and shall provide all necessary temporary signs, warning devices and barricades. Temporary access is to be provided for all adjacent properties during non-construction hours.

Add:

601-1.1 Scheduling Public Convenience and Traffic Control.

In addition to the requirements of Part 6, the Contractor shall comply with the following:

The Contractor shall be responsible for furnishing, posting, and removing "Temporary No Parking" signs along all routes.

"Temporary No Parking" signs required for the project shall be posted at least seventy-two (72) hours before the effective date and time. The date and day of week must be marked on each sign. The Contractor is responsible for posting "No Parking" signs on any section of street where such a prohibition is necessary to allow the work to be accomplished. The number of "No Parking" signs required to provide adequate notice shall be determined by the Contractor and approved by the Engineer. Generally, signs shall be no greater than fifty (50) feet apart and be facing oncoming traffic. If weather or other circumstances prevent work to be finished before expiration of the posted parking ban, new signs with revised "No Parking" information shall be posted at least

seventy-two (72) hours before any tow-aways are requested by the Police Department. It is the Contractor's responsibility to contact the Police Department and arrange for tow-aways.

The following entities shall be notified at least seventy-two (72) hours in advance of any street closure or restriction to access by the Contractor. Coordination of established service schedules will be available to the Contractor at the pre-construction meeting.

1. City Engineer
2. Solid Waste Disposal Company (EDCO)
3. Post Office
4. Schools

The Contractor is responsible for noticing residents and businesses on streets adjacent to any project work by use of paper door hangers. Such door hangers shall also give specific information as to the dates and times when parking is prohibited, and shall be posted seven (7) calendar days before the effective date. Information on the door hanger shall include the anticipated dates of the work, the name of the company performing the work, and the name and phone number of a designated company contact for the project. Information to be provided on the door hanger shall be approved by the City Engineer prior to distribution.

In addition to the paper door hangers, the Contractor shall make the following special notifications:

For convenience to the Contractor in complying with other provisions of this section, the following telephone numbers are listed:

Emergency	911
Fire Department	(619) 522-7374
Police Department	(619) 522-7350
Engineering Division	(619) 522-7383
Public Services Division	(619) 522-7380

If the above telephone numbers are changed, the Contractor is not relieved of responsibility for notifying the various departments.

601-3 TEMPORARY TRAFFIC CONTROL (TTC) ZONE DEVICES

601-3.4.2 Payment. *Replace with the Following:*

The contract lump sum bid price for Traffic Control shall be considered as full compensation for furnishing all labor, materials, tools and equipment, and for all work involved in the deployment, operations and maintenance, and removal of traffic control devices shown on the plans and no additional compensation will be allowed therefor.

END OF PART 6

SPECIAL PROVISIONS

PART 7 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

SECTION NOT USED

SPECIAL PROVISIONS

PART 8 – LANDSCAPE AND IRRIGATION

SECTION 800 – MATERIALS

Add:

800-4 SITE FURNISHINGS.

Add:

800-4.1 Benches.

Benches shall be 6' long bench, model 57-60-TMR, with thermally modified red oak slats with circular medallions per landscape drawings, available through DuMor, or approved equal. Metal pieces on the bench are to be powder coated to match the color RAL-6028. End Supports shall be ASTM A48 Class 30 cast iron. Pipe bracing shall be manufactured from ¾" ASTM A500 schedule 40 steel tubing. Seat surface shall be manufactured from 2" x 3" nominal wood slats. Support straps shall be manufactured from ¼" x 1 ½" ASTM A36 carbon steel flat bar and ¼"x 3" ASTM A36 carbon steel flat bar. Pipe brace shall be manufactured from ¾" ASTM A500 schedule 40 steel tubing. Stainless steel expansion anchors (1/2"x3¾") shall be provided by manufacturer. Overall dimensions shall be 74 ¼" long x 27 9/16" deep x 31 11/16" high.

All metal parts shall be processed through an 8-stage iron phosphorous wash system. Parts shall be coated with a zinc-rich epoxy primer to an average of 4-5 mils. Parts shall be then finished with a top coat of TGIC-polyester powder to an average of 4-5 mils. Powder shall be cured at the powder manufacturers specifications using combination of infrared and convection heat for approximately 20 minutes.

Plaques shall be chemically deep-etched zinc plate with raised lettering. To be installed by DuMor, Inc., or approved equal.

Add:

800-4.2 Bollards.

New bollards are to be self-Erecting, flexible bollard with reflective collars. The bollard is to be a single piece design made of a blend of polyethylene and UV inhibitors, with no springs or pivoting devices, and is to have a 10-inch diameter base. Bollard color is to be Forest Green. Reflective band color is to be High Intensity White. Acceptable product is US Reflector K72 Flexible Style Post available through U.S. Reflector or approved equal. Address: 610 N. Mountain Road, Newington, CT 06111. Phone: (860) 289-8033. Existing bollards at bike rack corrals are to be removed and disposed of. Install new bollards in same locations as existing bollards.

Add:

800-4.3 Bike Racks.

Bike racks shall be 'custom Coronado Advocate Mini' bike rack available through Madrax, or approved equal. Bike rack finish to be RAL-6028 TGIC powdercoat, surface mounted. An experienced installer who has completed installation of similar bicycle parking racks. Powder coat is to be Triglycidyl isocyanurate (TGIC) powder, a polyester coating. Coating shall be applied so that the thickness is 3.5 to 4.5 mils. Store product(s) in original undamaged packaging and containers until ready for installation. Handle powder coated product(s) with sufficient care to prevent any scratches or damage to the finish. Bicycle parking racks must carry a one year manufacturer's limited warranty against defects in materials and workmanship.

The product is to be a 'custom Coronado Advocate™ Mini' model, customized to add two extra welds as shown in landscape construction details. The 'custom Coronado Advocate™ Mini' is manufactured by Madrax,, a division of Graber Manufacturing, Inc., or approved equal. Rack shall be constructed of 2" (50.8mm) square carbon steel tubing; 1 ¼" (31.8mm) diameter carbon steel tubing; 3/8" X 2" (9.6mm x 50.8mm) carbon steel bar; and ¾" (19.1mm) diameter carbon steel rod.

The Contractor is to submit the following submittals:

- a) Product Data: Include physical characteristics such as materials, specifications and finish.
- b) Drawings: Show details including dimensions, materials, and options for each product.
- c) Samples for Verification: Finish samples of the color and type of powder coat shall be provided.
- d) Maintenance Data: For each product, include the recommended methods for repairing damage to the powder coat and materials finish shall be provided.

Add:

800-4.4 Trash and Recycling Receptacles.

Recycling receptacle shall be 102-32SH-BT with bonnet cover and side door, available through DuMor, or approved equal. Phone: (800) 598-4018. Frame finish to be RAL-6028 powder coat. Capacity shall be 32 gallon minimum. Receptacle is to have welded steel construction suitable for outdoor public use with factory-applied thermoset powder-coated finish over properly prepared steel surfaces. Receptacle is to have side-hinged access door with lockable latch allowing removal and replacement of liner or refuse bag, and bonnet-style rain cover permanently attached to receptacle structure in the color blue. Receptacle shall be surface-mounted per manufacturer's recommendations.

Trash receptacle shall be 102-32SH-BT with bonnet cover and side door, available through DuMor, or approved equal. Phone: (800) 598-4018. Frame finish to be RAL-6028 powder coat. Capacity shall be 32 gallon minimum. Receptacle is to have welded steel construction suitable for outdoor public use with factory-applied thermoset powder-coated finish over properly prepared steel surfaces. Receptacle is to have side-hinged access door with lockable latch allowing removal and replacement of liner or refuse bag, and bonnet-style rain cover permanently attached to

receptacle structure in the color black. Receptacle shall be surface-mounted per manufacturer's recommendations.

Add:

800-4.5 Tree Grates.

Tree grates shall be 6' or 5' Square Chinook Tree Grate with Retrofit Frame with expanded 27" wide H-Support, Pedestrian/Light Duty, rust conditioner finish, iron material, available through Spruce and Gander, or approved equal. 1780 La Costa Meadows Dr Ste 104, San Marcos, CA 92078. (760) 690-4083. Contact Spruce and Gander with full specifications such as finish, color number, or color book color. All new tree grate frames being installed at existing trees to remain shall be coordinated with manufacturer. These frames shall arrive in two pieces so they can be installed around the trunk of the existing tree. All new tree grate H-supports shall have a center opening of 27 inches. This is not the standard opening size for this tree grate model and must be coordinated with the manufacturer.

The Contractor is to submit the following submittals:

- a) Product Data: Include physical characteristics such as shape, dimensions and finish for each bench.
- b) Shop Drawings: Provide installation details for each product.
- c) Samples for Verification: For the following product, show the color of the powder coat Finish.
- d) Maintenance Data: Provide recommended methods for repairing damage and abrasions to the powder coat finish.

Add:

800-4.6 Root Control Barrier.

Root control barrier shall consist of prefabricated modular panels designed to redirect roots downward and away from adjacent improvements through continuous molded vertical root-deflecting ribs integral with the panel. Root-deflecting ribs shall project not less than 1/2 inch from the panel face. Panels shall provide positive interlocking connections forming a continuous barrier without gaps and shall include anchoring features or ground-lock tabs to resist vertical displacement.

Root barrier shall be manufactured from recycled or virgin polypropylene or high-density polyethylene suitable for permanent underground installation. Material shall contain ultraviolet stabilizers sufficient to permit normal handling and storage before installation. Minimum thickness of the root barrier panels shall be 0.080 inch with a standard panel depth of 24 inches. Root barrier product shall be DeepRoot, available through DeepRoot Green Infrastructure or approved equal. Phone: (800) 458-7668.

SECTION 801 – INSTALLATION

Add:

801-4.5.1 Root Control Barrier.

Install root control barriers in accordance with the manufacturer's written recommendations. Where root control barriers are installed adjacent to hardscape improvements, install root control barrier vertically and parallel to the face of the improvement being protected. Install continuous barrier sections with no gaps, with top edge of barrier flush with finished grade or as recommended by the manufacturer. Backfill and compact soil in accordance with the planting specifications.

Add:

801-4.5.2 Stabilized Decomposed Granite.

Subgrade shall be compacted to a minimum of 95 percent relative compaction. Finish subgrade shall be smooth, uniform, and free from soft spots. The Contractor shall place stabilized decomposed granite in accordance with manufacturer recommendations, installing material in lifts not exceeding 3 inches loose depth. The Contractor shall add stabilizer uniformly throughout the material or apply as specified by the stabilizer manufacturer. The Contractor shall moisten material as required to achieve optimum moisture content. Compact with vibrating plate compactor or roller until a dense, stable surface is achieved. Maintain moisture as required during curing and prevent pedestrian and maintenance traffic until curing has been completed.

Replace 801-7 "Measurement" with the following and move "Measurement" to 801-8
801-7 SITE FURNISHINGS.

Add:

801-7.1 Benches.

Benches are to be surface mounted into concrete paving. Handle and install benches according to manufacturer's recommendations and installation instructions. If possible, contractor is to reuse existing bolts from benches that were removed. The Contractor may reuse existing anchor bolts if possible. Refurbish existing bolts to match condition of new bolts. If concrete is stained from the existing bench, contractor is to power wash concrete panel after removal of existing bench and prior to installation of new furnishing.

Add:

801-7.2 Bollards.

Contractor to locate and mark surface where posts will be installed. Drill a hole 5 ¾" deep using 1" wide Carbide drill bit. Remove drill debris powder by air pressure. Contractor to insert Nylon reinforcement screen flush to road surface. Fill hole with 2 part adhesive resin. Insert metal anchor sleeve and let cure. Remove anchor sleeve protective cap, using T-bar insert through top center of post and screw base plate directly into bonded anchor sleeve until secure.

Add:

801-7.3 Bike Racks.

- a) Install in accordance with manufacturer's instructions.
- b) Embedded mounting: Material is to be extended a minimum of 10" (254mm) below finish surface and cast in concrete.

- c) Surface mounting: Location and drilling of holes for inserts included.
- d) Contractor to replace any damaged concrete by replacing entire panels. Match color to adjacent concrete.
- e) If concrete is stained from the existing bike rack removal, contractor is to power wash concrete panel after removal of existing bike rack and prior to installation of new furnishing.

Where Type 2 (M-Shaped) bike racks are removed, contractor shall replace the concrete panel or panels where the bike rack was embedded. Contractor to replace any damaged concrete by replacing entire panels. Match color to adjacent concrete.

Add:

801-7.4 Trash and Recycling Receptacles.

The Contractor is to install receptacles plumb, level, and securely anchored in accordance with the manufacturer's written recommendations. Verify locations in the field prior to installation. Coordinate installation with adjacent paving, utilities, and accessibility requirements. Provide anchors as recommended by the manufacturer and suitable for the substrate. Repair any damage to factory finish occurring during handling or installation using procedures approved by the manufacturer.

Handle and install receptacles according to manufacturer's recommendations and installation instructions. The Contractor to replace any damaged concrete by replacing entire panels. Match color to adjacent concrete. If concrete is stained from the existing receptacle, contractor is to power wash concrete panel after removal of existing receptacle and prior to installation of new furnishing.

Add:

801-7.5 Tree Grate

Any concrete that is damaged during tree grate removal, installation, retrofit, cleaning, or other process shall be replaced. Contractor is to replace entire panels by removing the damaged existing concrete panel to the nearest control joint. Match color to adjacent existing concrete.

Add:

801-7.5.1 Tree Grate - Existing to Remain.

All existing tree grates identified to remain and be protected in place shall be cleaned of accumulated debris and trash prior to project completion. Each grate shall be lifted, and accumulated debris and trash removed to provide a clear space of not less than 1-inch. Grates shall be pressure washed and reset securely, flush with the adjacent existing pavement.

Add:

801-7.5.2 Tree Grate – H-Support Replacement

Tree grates identified as "to have H-Support replaced" are to have all four grates first removed. The space in and around the frame is to be cleared of debris. Pressure wash panels to remove debris

that has accumulated in the openings between tree grate rings as necessary before replacing grates on frame. The frame is to be modified in field to receive new H-Support, which is to be welded to existing frame. Cut into existing concrete as necessary to fit new 27" H-support so that the top of the new 27" H-support is at the same level as the existing H-support, and so that the grate panels will sit flush with the adjacent existing concrete. Reinstall existing tree grate panels.

Add:

801-7.5.3 Tree Grate – Panel and H-Support Replacement

Tree grates identified as “to have H-support and (4) panels replaced” is to first have its existing four panels removed and disposed of. The space in and around the frame is to be cleared of debris. The frame is to be modified in field to receive new H-Support, which is to be welded to existing frame. Cut into existing concrete as necessary to fit new 27" H-support so that the top of the new 27" H-support is at the same level as the existing H-support, and so that the grate panels will sit flush with the adjacent existing concrete. Install new grate panels to match model, finish, and size of other new grates on the site.

Add:

801-7.5.4 Tree Grate – H-Support Replacement and Rings Expanded

Tree grates identified as “to receive an expanded H-Support and rings are to be expanded” are to have all four grates first removed. The space in and around the frame is to be cleared of debris. Pressure wash panels to remove debris that has accumulated in the openings between tree grate rings as necessary before replacing grates on frame. The frame is to be modified in field to receive new H-Support, which is to be welded to existing frame. Cut into existing concrete as necessary to fit new 27" H-support so that the top of the new 27" H-support is at the same level as the existing H-support, and so that the grate panels will sit flush with the adjacent existing concrete. Innermost rings of the existing tree grate panels are to be cut back to where the tree trunk will be 2" min. from the closest ring.

Add:

801-7.5.5 Tree Grate – Panel Replacement

Tree grates identified as “to have (4) panels replaced” is to first have its existing four panels removed and disposed of. The space in and around the frame is to be cleared of debris. The frame is to be protected in place. Install (4) new grate panels to match model, finish, and size of other new grates on the site, and to be flush with adjacent paving.

Add:

801-7.5.6 Tree Grate – New Tree Grate Installation

Tree grates or at-grade planter openings in concrete identified as “6 Ft Cast Iron Tree Grate” or “5 Ft Cast Iron Tree Grate” are to first have existing tree grate removed (if applicable) along with adjacent concrete paving to the nearest score joint. General concrete demolition limits are shown in Landscape Demolition Plans, but the Contractor is to verify in field the exact limits of concrete

demolition to be to the nearest score or expansion joint. Concrete curbs are to be protected in place. New tree grates are to be installed per manufacturer's recommendations.

Add:

801-7.5.7 Tree Grate Expansion

Tree grates identified as "to have grate panels expanded" are to have all four grates first removed. The space in and around the frame is to be cleared of debris. Pressure wash panels to remove debris that has accumulated in the openings between tree grate rings as necessary before replacing grates on frame. Innermost rings of the existing tree grate panels are to be cut back to where the tree trunk will be 2" min. from the closest ring.

Replace 801-8, "Payment" with the following and add "Payment" as Section 801-9

801-8 MEASUREMENT.

Add:

801-8.1 Site Furnishings.

Site furnishings shall be measured as follows:

- a) Benches – Each (Note: Owner Furnished, Contractor Installed)
- b) Bollards – Each
- c) Bike Racks – Each
- d) Trash Receptacles – Each (Note: Owner Furnished, Contractor Installed)
- e) Recycle Receptacles – Each (Note: Owner Furnished, Contractor Installed)
- f) Tree Grate – Each (Per Tree)
- g) Tree Grate Adjust/Reset – Each (Per Tree)
- h) Tree Grate H- Support Replacement – Each (Per Tree)
- i) Tree Grate Panel and H-Support Replacement – Each (Per Tree)
- j) Tree Grate Expansion – Each (Per Tree)
- k) Tree Installation – Each (Per Tree)

Add:

801-9 PAYMENT.

Add:

801-9.1 Site Furnishings.

Payment for site furnishings shall be made at the Contract unit price for each item as set forth below, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in installing each item complete in place, as shown on the Plans, specified herein, and as directed by the Engineer, except as otherwise noted:

- a) Benches (keynote code "1" on sheet LC100). Payment shall be made at the Contract unit price per each for "Install Bench." Benches shall be furnished by the Owner and installed

by the Contractor; the Contract unit price shall include full compensation for coordinating delivery, handling, and installing the Owner-furnished benches complete in place, and shall not include the cost of the bench units themselves.

- b) Bollards (keynote code “7” on sheet LC100). Payment shall be made at the Contract unit price per each for "Install Bollard," complete in place, including furnishing and installing all footings, anchors, and hardware.
- c) Bike Racks (keynote code “2” on sheet LC100). Payment shall be made at the Contract unit price per each for "Install Bike Rack," complete in place, including furnishing and installing all footings, anchors, and hardware.
- d) Trash Receptacles (keynote code “3T” on sheet LC100). Payment shall be made at the Contract unit price per each for "Install Trash Receptacle." Trash receptacles shall be furnished by the Owner and installed by the Contractor; the Contract unit price shall include full compensation for coordinating delivery, handling, and installing the Owner-furnished receptacles complete in place, and shall not include the cost of the receptacle units themselves.
- e) Recycling Receptacles (keynote code “3R” on sheet LC100). Payment shall be made at the Contract unit price per each for "Install Recycling Receptacle." Recycling receptacles shall be furnished by the Owner and installed by the Contractor; the Contract unit price shall include full compensation for coordinating delivery, handling, and installing the Owner-furnished receptacles complete in place, and shall not include the cost of the receptacle units themselves.
- f) Tree Grates (keynote codes “5E” and “5F” on sheet LC100). Payment shall be made at the Contract unit price per each tree location for "Install Tree Grate," complete in place, including furnishing and installing the grate, frame, and H-support assembly.
- g) Existing Tree Grates to Remain (keynote code “D-05P” on sheet LD100). Full compensation for protecting existing tree grates designated to remain shall be considered included in the Contract unit price paid for Clearing and Grubbing under Section 300-1, and no additional payment shall be made therefor.
- h) Tree Grate H-Support Replacement (keynote code “5A” on sheet LC100). Payment shall be made at the Contract unit price per each tree location for "Replace Tree Grate H-Support," which price shall include full compensation for furnishing and installing the new H-support assembly complete in place.
- i) Tree Grate Panel Replacement (keynote code “5C” on sheet LC100). Payment shall be made at the Contract unit price per each tree location for "Replace Tree Grate Panel which price shall include full compensation for furnishing and installing the new grate panel complete in place.
- j) Tree Grate Expansion (keynote code “5D” on sheet LC100). Payment shall be made at the Contract unit price per each tree location for "Expand Existing Tree Grate Opening" which

price shall include full compensation for modification of existing tree grate panels, complete in place.

- k) Tree Installation (keynote “12” and “13” on sheet LC100). Payment shall be made at the Contract unit price per each tree location for "12' Brown Trunk Height Palm Tree (Syagrus Romanzoffiana) " and “36" Box Canopy Tree (Brisbane Box)” which price shall include full compensation for installation of proposed tree, complete in place.

Add:

801-9.2 Stabilized Decomposed Granite.

Payment for stabilized decomposed granite paving shall be made at the Contract unit price per square foot for "Stabilized Decomposed Granite Paving," which price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in subgrade preparation, placement and compaction of aggregate base (where shown), placement, moistening, and compaction of the stabilized decomposed granite surfacing, and furnishing and installing edge restraints/headers, complete in place, as shown on the Plans, specified herein, and as directed by the Engineer. Measurement for payment shall be based on the actual surface area of stabilized decomposed granite paving installed, computed in square feet.

Add:

801-9.3 Root Control Barrier.

Payment for Root Control Barrier shall be made at the Contract unit price per linear foot for "Root Control Barrier," which price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, complete in place, as shown on the Plans, specified herein, and as directed by the Engineer.

END OF PART 8

BIDDER'S PROPOSAL

To the Honorable Mayor and Council of the City of Coronado:

In compliance with the NOTICE INVITING BIDS, the undersigned hereby proposes to furnish any and all labor, materials, and equipment for the DOWNTOWN ENHANCEMENTS – PHASE 1 and appurtenant work contained in the contract documents. Work is to be done and materials to be furnished in strict conformity with the plans and specifications now on file with the City Engineer at the prices shown on Page A-2 of this proposal.

The undersigned has examined the location of the proposed work, and is familiar with the plans and specifications and the local conditions at the place the work is to be done, and also understands that all labor and materials to be furnished shall be for the bid price, including sales tax upon any materials so furnished. The undersigned has also carefully checked all of the figures given and understands that neither the City of Coronado nor any officer thereof will be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Receipt is hereby acknowledged of Addenda No.(s)_____.

The undersigned have examined the schedule of prevailing wage rates for the types of work to be done on this project and agree to pay not less than these rates. Furthermore, the undersigned certify that the bidder is registered with the State of California Department of Labor Compliance in accordance with Labor Code Section 1725.5 and that its public works registration number is: _____.

Enclosed please find a bidder's bond or certified check in the sum of _____ (\$_____), which is not less than ten percent (10%) of the bid, made payable to the City of Coronado.

SIGNATURES (Note: If Bidder is a corporation or LLC, two signatures by company officers are required):

Name and Address of Company	California Contractor License Number
Signature	Signature
Name (print or type) & email address	Name (print or type) & email address
Date	Date

UNIT PRICE LIST

DATE: _____

To the Honorable Mayor and City Council of the City of Coronado

I/We agree to construct the DOWNTOWN ENHANCEMENTS – PHASE 1 for the prices listed below:

No.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization/Demobilization	1	LS		
2	Traffic Control	1	LS		
3	Erosion Control	1	LS		
4	Clearing and Grubbing	1	LS		
SITE PREPARATION AND DEMOLITION					
5	Remove and Dispose of Benches	40	EA		
6	Remove Benches, Return to City	6	EA		
7	Remove and Dispose of Existing Type 1 or 3 Bike Rack	79	EA		
8	Remove and Dispose of Existing Type 2 (M-shaped) Bike Rack	9	EA		
9	Remove and Dispose of Existing Trash or Recycling Receptacles	97	EA		
10	Remove and Dispose of Existing Tree Grate	4	EA		
11	Remove and Dispose of Existing Tree Grate H- Support	20	EA		
12	Remove and Dispose of Existing Tree Grate Panels	11	EA		
13	Sawcut and Removal of Existing Concrete Sidewalk	417	SF		
14	Remove and Dispose of Existing Bollard	19	EA		
15	Remove and Dispose of Existing Trees	15	EA		
LANDSCAPE CONSTRUCTION, MATERIALS, AND FINISHES					
16	Bench– Owner Furnish, Contractor Install	48	EA		
17	Bike Rack– Furnish and Install	81	EA		
18	Recycle Receptacle- Owner Furnish, Contractor Install	64	EA		
19	Trash Receptacle-Owner Furnish, Contractor Install	80	EA		
20	Repaint Existing News Stands	4	EA		
21	6' Sq. Cast Iron Tree Grate - Expanded H-Support – Furnish and Install	20	EA		

22	6' Sq. Cast Iron Tree Grate - Replace 4 Tree Grate Panels – Furnish and Install	11	EA		
23	Expand Existing Tree Grate Opening	12	EA		
24	6' Sq. Cast Iron Tree Grate– Furnish and Install	5	EA		
25	5' Sq. Cast Iron Tree Grate – Furnish and Install	4	EA		
26	“Walk Your Wheels” Thermoplastic Pedestrian Marking	34	EA		
27	Flexible Bollard – Furnish and Install	20	EA		
28	Thermoplastic Pavement Markings	300	LF		
29	4” Concrete Sidewalk (Colored)	417	SF		
30	Stabilized Decomposed Granite Paving	287	SF		
LANDSCAPE PLANTING					
31	12' Brown Trunk Height Palm Tree (Syagrus Romanzoffiana)	11	EA		
32	36" Box Canopy Tree (Brisbane Box)	10	EA		
33	Root Control Barrier	800	LF		
TOTAL					

TOTAL (in words) _____

Date

Signature of Bidder

SUBCONTRACTOR LIST

Downtown Enhancements – Phase 1

To the Honorable Mayor and Council of the City of Coronado:

As specified in the Standard Specifications, Subsection 3-2 and 3-3, the following is submitted for each subcontractor to be employed on the project:

(As specified in Section 3-2 and 3-3 of the Standard Specifications, the contractor shall perform, with its own organization, contract work amounting to at least 50% of the contract price.)

ITEM	NAME	ADDRESS	DIR PW#	CLSB LICENSE #	\$ VALUE OF WORK

As specified in the Standard Specifications, Subsection 7-4 the following is submitted:

I hereby certify that I have read and examined Sections 3700 and 3800 of the State Labor Code. I am aware of and will comply with Section 3700 of the Labor Code, requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any of the work. I further certify that if I should contract or subcontract with any person, firm, or company to do all or any part of the work for which this bid covers, I shall assure compliance by that contractor or subcontractor with Sections 3700 and 3800 of the State Labor Code. I further certify that all contractors (both primary and subcontractors) are registered with the State of California Department of Industrial Relations in compliance with Labor Code Section 1725.5.

Date

Signature of Bidder

CERTIFICATE REGARDING CONTRACTOR'S LICENSE

1. Bidder is required to possess the following State Contractor's License: Class A.
2. A failure to possess the required license, a failure to truthfully set forth the following information, or a failure to execute this Certificate renders the bid nonresponsive and requires the City to reject the bid (Business and Professions Code Section 7028.15).
3. Bidder declares, under penalty of perjury, that bidder possesses the required Contractor's license, as follows:

a. Bidder's license number _____; and

b. Expires on: _____

Signature: _____

Title: _____

Date: _____

STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION
IN SUPPORT OF BID ON

Downtown Enhancements – Phase 1

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

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

SIGNATURE OF CONTRACTOR

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

CONTRACTOR: _____

ADDRESS: _____

PHONE NUMBER: _____

BY: _____
Signature Date

Title

NON-COLLUSION DECLARATION
Downtown Enhancements – Phase 1
Contract No. 27-CO-EN-1206

State of California)
) ss.
County of)

I, _____, the undersigned, declare:
(Name of Bidder's Principal)

I am the _____ of
(Title)

_____, the party making the foregoing bid.
(Name of Bidder)

I further declare that in compliance with Public Contract Code section 7106, the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, 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; 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; all statements contained in the bid are true; and the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I hereby represent and warrant that I have full power to execute, and do execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed at _____, California on this _____ day of _____, 20____.

(Signature of Bidder)

Subscribed and sworn to before me on the _____ day of _____, 20____.

(NOTARY SEAL)

(Signature of Notary)

Attachment A – Sample Contract

CONTRACT

between

**THE CITY OF CORONADO
as City**

and

**NAME OF CONTRACTOR
as Contractor**

for construction of the

Downtown Enhancements – Phase 1

CONTRACT NO. 27-CO-EN-1206

CITY OF CORONADO, CALIFORNIA

Attachment A – Sample Contract

THIS CONTRACT is made as of _____, 20__, by and between the City and the Contractor.

The City and the Contractor hereby agree as follows:

ARTICLE 1 – BASIC INFORMATION

- 1.1 City: City of Coronado
1825 Strand Way
Coronado, CA 92118
- 1.2 Project Name: **Downtown Enhancements – Phase 1**
- 1.3 City's Address for Notices: Jim Newton, City Engineer
City of Coronado
Public Services & Engineering Department
1825 Strand Way
Coronado, California 92118-3005
- 1.4 Contractor: Contractor's Name
Street Address
City, State Zip
- 1.5 Contractor's Address for Notices: Contractor's Name
Street Address
City, State Zip
- Attention: Individual's Name
- 1.6 Project Location: Orange Avenue Between R.H. Dana Place
and First Street, Coronado, CA
- 1.7 City's Contract Officer: Jim Newton, City Engineer
Public Services & Engineering Department
- 1.8 Civil Engineer: Psomas
401 B Street Suite 1600
San Diego, CA
(619) 961-2800
- 1.10 City Representative: Kelly Crowe P.E., Senior Engineer
Public Services & Engineering Department
(619) 522-7357

Attachment A – Sample Contract

ARTICLE 2 – WORK

- 2.1 Contractor shall provide all labor, materials, equipment, tools, and services required by and shall perform all Work described in the Contract Documents. Contractor agrees to do additional Work arising from changes ordered by the City pursuant to Section 3 of the Greenbook.

ARTICLE 3 – CONTRACT DOCUMENTS

- 3.1 The Contract Documents consist of this executed Contract; Pre-Bid Information; Bidding Requirements; Bidder's Proposal; Notice of Award; Notice to Proceed; General Conditions; Supplementary General Conditions; Exhibits; Specifications; Standard Specifications for Public Works Construction (Greenbook), 2024 Edition; Caltrans Standard Specifications, 2025 Edition; all Drawings shown on the List of Drawings; all Bonds required; the Addenda as shown below; and Change Orders.

- 3.2 The following addenda are incorporated into the Contract Documents:

No.	Date of Issue:
_____	_____
_____	_____
_____	_____
_____	_____

- 3.3 The Contract Documents may not be modified orally or in any manner other than in writing in accordance with Section 3 of the Greenbook. All such modifications shall be incorporated in the Contract Documents.

- 3.4 Precedence of Contract Documents:

- 3.4.1 In the event of a conflict between component parts of the Contract Documents, the document highest in precedence shall control. The precedence shall be:

- .1 Permits issued by jurisdictional regulatory agencies;
- .2 Change Orders and supplemental agreements, whichever occurs last;
- .3 Contract/Agreement;
- .4 Bid/Proposal;
- .5 Special Provisions and Addenda;
- .6 Specifications (Technical Provisions);

Attachment A – Sample Contract

- .7 Project Plans;
 - .8 Standard Drawings, Details, and Specifications as referenced in the Plans and Specifications;
 - .9 Reference Specifications: Greenbook, 2024 Edition, and Caltrans Standard Specifications, 2025 Edition; and
 - .10 Notice of Award, Notice to Proceed, Pre-Bid Information, Bidding Requirements, Exhibits, Bonds and Bidder's Proposal.
- 3.5 The Contract Documents comprise the entire contract between the City and Contractor concerning the Work to be performed for this Project. All prior negotiations or stipulations regarding this matter which preceded or accompanied the executing of these Contract Documents are conclusively deemed to be superseded by these Contract Documents. The Contract Documents are complementary; what is called for in one is binding as if called for by all. To the extent that portions of the Contract Documents are not attached to this Agreement, they shall be deemed incorporated herein by reference.
- 3.6 The interpretation, validity, and enforcement of the Contract Documents shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to these Contract Documents shall be filed and heard in a court of competent jurisdiction in the County of San Diego.

ARTICLE 4 – CONTRACT SUM

- 4.1 City shall pay to Contractor, for the performance of the Work, the Contract Sum pursuant to General Conditions Article 9, subject to adjustment for unit price items, and as modified pursuant to the terms of the Contract Documents.
- 4.2 Contract Sum, including the Base Project and Project Additives accepted by the City, is established as follows:

Contract Sum	\$XX,XXX
--------------	----------

- 4.3 The Contract Sum is: [Spell out amount Dollars.]

ARTICLE 5 – CONTRACT TIME

- 5.1 Contractor shall commence the Work on the date specified in the Notice to Proceed. The Work shall be fully completed within **Eighty (80) working days** (“**Contract Time**”) from the date of commencement specified in the Notice to Proceed, as modified pursuant to the terms of the Contract Document. Time is of the essence in the performance of all obligations under these Contract Documents, and all

Attachment A – Sample Contract

timing requirements shall be strictly adhered to unless otherwise modified by the City.

ARTICLE 6 – LIQUIDATED DAMAGES

- 6.1 If Contractor fails to complete an area's Work within the Contract Time as described in Article 5, Contractor shall pay to the City, as liquidated damages and not as a penalty, the sum of Fifteen Hundred Dollars **(\$1,500.00)** for each calendar day after the expiration of the Contract Time per area that the Work remains incomplete. The City and Contractor agree that in the event the Work is not completed within the Contract Time, the City's damages would be extremely difficult or impracticable to determine and therefore the City and Contractor agree that the amount stated herein is a reasonable estimate of the amount of such damages. The City may deduct any liquidated damages owed to the City, as determined by the City, from any payments otherwise payable to Contractor under this Contract. Nothing contained herein shall limit the City's rights or remedies against Contractor for any default other than failure to complete the Work within the Contract Time. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if Contractor abandons the Work. In such event, Contractor shall be liable to the City for all losses incurred.

ARTICLE 7 – INDEMNIFICATION

- 7.1 In addition to any other obligations contained herein, Contractor shall defend, indemnify, and save harmless the City and its officials, officers, agents, consultants, employees, and volunteers, and each of them, ("City Indemnitees") from and against any and all liability, claims, judgments, demands, causes of action, damages, costs, expenses, property damage, contract disputes, penalties, losses or liability, in law or in equity, of every kind and nature whatsoever, including but not limited to injuries or damages to persons or property arising directly or indirectly out of the conduct of the Contractor or its employees, agents, subcontractors, or others in connection with the execution of the Work or failure to execute the Work covered by these Contract Documents, except only for those claims or litigation arising from the established sole willful misconduct or active negligence of any City Indemnitee. Contractor's indemnification shall include all claims for damages arising out of any infringement of patent rights or copyrights incidental 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 City Indemnitees in enforcing the provisions of this section, and in defending against such claims, whether the same proceed to judgment or not. Contractor shall reimburse City for any expenditures, including reasonable attorneys' fees, City may make by reason of such matters, and Contractor at its own expense shall, upon written request by the City, defend any such suit or action brought against the City Indemnitees.

ARTICLE 8 – MISCELLANEOUS PROVISIONS

8.1 Successors and Assigns

8.1.1 The City and Contractor respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. This Contract and any portion thereof shall not be assigned or transferred, nor shall any of the Contractor's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Contract without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

8.2 Survival

8.2.1 The provisions of the Contract, which by their nature survive termination or final completion of the Contract, including all warranties, indemnities, payment obligations, and the City's right to audit Contractor's books and records, shall remain in full force and effect after final completion or any termination of the Contract.

8.3 Rights and Remedies

8.3.1 All the City's rights and remedies under the Contract Documents shall be cumulative and in addition to and not in limitation of all other rights and remedies of the City under the Contract Documents or otherwise available at law or in equity.

8.3.2 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.

8.3.3 No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against the City, the City Representative, or Contractor.

8.4 Compliance with Law

8.4.1 The Contractor and its subcontracts are required to comply with all applicable local, state, and federal laws, rules, regulations, orders, policies, protocols and guidance, including , but not limited to, obtaining and maintaining a City Business Certificate during the duration of this Contract and complying with COVID-19 sanitation protocols, health orders and guidance, whether or not said laws are expressly stated or referred to herein or subsequently enacted or amended.

Attachment A – Sample Contract

8.5 The City's Right to Audit

- 8.5.1 Contractor shall keep records of the direct reimbursable expenses pertaining to the Work and the records of all accounts between the Contractor and subcontractors. Contractor shall keep such records on a generally recognized accounting basis. At any time during normal business hours, and as often as City may deem necessary, the Contractor shall make available to the City and entities and agencies designated by the City for examination, reproduction and audit all of Contractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. Contractor shall preserve all such records for a period of at least four (4) years after final completion or after termination or final payment, whichever is later, and shall provide copies of same at City's request.

8.6 Notices

- 8.6.1 All notices, demands, requests, consents, or other communications that this Contract 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 at the addresses set forth in Article 1 of this Agreement. Either party may change its address by notice to the other party as provided herein.
- 8.6.2 Communications shall be deemed to have been given and received on the first to occur of (1) actual receipt at the offices of the party to whom the communication is to be sent, as designated above; or (2) three (3) working days following the deposit in the United States Mail of registered or certified mail, postage pre-paid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.
- 8.7 **Contract Officer.** The City Engineer shall act as the City's Contract Officer for this Contract. The City's designated Contract Officer has the authority to direct the Contractor, approve actions, request changes, and approve change orders within her/his authority. Any obligation of the City under this Contract shall be the responsibility of the Contract Officer. Excepting the provisions pertaining to dispute resolution, no other person shall have any authority under this Contract unless specifically delegated in writing.
- 8.8 **Governing Law.** This Contract and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Contract shall be held exclusively in a State court in the County of San Diego. Contractor hereby waives the right to remove any action from San Diego County as is otherwise permitted by California Code of Civil Procedure Section 394.
- 8.9 **Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions

Attachment A – Sample Contract

of this Contract, and the decision of whether or not to seek advice of counsel with respect to this Contract is a decision which is the sole responsibility of each Party. This Contract shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Contract.

- 8.10 **Non-Discrimination.** Contractor shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment any notices provided by City setting forth the provisions of this non-discrimination clause.
- 8.11 **Public Works Contract.** Contractor acknowledges that this is a public works contract. Contractor represents and warrants that it is familiar with the requirements of the California Labor Code and agrees to comply at all times with relevant statutes and regulations, including, but not limited to the fact that Contractor must pay not less than prevailing wage rates as determined by the Director of Industrial Relations for all work done under this Contract. State of California prevailing wage rates can be found on the internet at <http://www.dir.ca.gov/DLSR/PWD/Statewide.html>. Contractor is responsible for determining the correct title for job classifications and determining the appropriate wage rate. Contractor agrees to perform this Contract in accordance with Attachment B and all the obligations set forth therein.
- 8.12 Contractor certifies that Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 U.S.C. §§ 1101-1525) and has complied and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of Contractor and all its agents, employees, representatives and subcontractors, and any other person performing any of the Work.
- 8.13 **Rights Cumulative.** All rights, options, and remedies of the City contained in this Contract shall be construed and held to be cumulative, and no one of the same shall be exclusive of any other, and the City shall have the right to pursue any one of all of such remedies or any other remedy or relief that may be provided by law or in equity, whether or not stated in this Contract.

Attachment A – Sample Contract

- 8.14 **Waiver.** No waiver by either Party of a breach by the other Party of any of the terms, covenants, or conditions of this Contract shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant, or condition herein contained. No waiver of any default of either Party hereunder shall be implied from any omission by the other Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified expressly in said waiver.
- 8.15 **Severability.** In the event that any part of this Contract is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either Party will be excused from performance of such portion or portions of this Contract that is found to be illegal or unenforceable without affecting the remaining provisions of this Contract.
- 8.16 **Attachments Incorporated.** All Attachments and Contract Documents referenced in this Contract are incorporated into the Contract by this reference.

Attachment A – Sample Contract

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 City and the Contractor as applicable, and do hereby agree to the full performance of the conditions and covenants herein contained, and have caused this document to be executed by setting hereto their names, titles, signatures and date:

CITY:

CONTRACTOR:

[CONTRACTOR NAME]

(2 signatures required)

Tina Friend, City Manager Date

Contract/Agreement is approved for content:

James Newton, City Engineer Date

Name: Date

Title: _____

Contract/Agreement is approved as to form:

Name: Date

Title: _____

Johanna N. Canlas, City Attorney Date

Attest:

Kelsea Holian, MMC, City Clerk Date

California Contractor's License(s):

(License
Classification)

(License
Number)

(Expiration Date)

(Attach Notary acknowledgment for all signatures of Contractor.)

ATTACHMENT B

STATE PREVAILING WAGE RATES

State Prevailing Wage Rates: This project is a “public work” in accordance with Labor Code §1720, *et seq.* It is the sole responsibility of the Contractor to ensure that all workers employed in the execution of the contract are paid the correct prevailing wage rate of wages. Contractor is required to comply with California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, which are incorporated by reference, and the Contractor agrees to comply with all the above-referenced provisions and any other statutes or regulations as may be applicable to the performance of its work on this project. Specifically, the Contractor agrees to:

- a. Pay all workers not less than the general prevailing rate of per diem wages for work of similar character in the locality in which the public work is performed.
- b. Pay all workers not less than the general prevailing rate of per diem wages for holiday and for overtime work that exceeds 8 hours in one day and 40 hours in one week.
- c. Adhere to the compliance measures outlined in Labor Code 1775(b) for any subcontractor that the Contractor chooses to use on this project.
- d. Maintain payroll records as required.
- e. Comply with all apprenticeship requirements pursuant to Labor Code 1777.5.

Not less than the State general prevailing wages, as determined by the Director of the Department of Industrial Relations shall be paid by the Contractor and its subcontractors to all workers employed on the project, as applicable. The statutory provisions for penalties for failure to pay prevailing wages and for failure to comply with state’s wage and hour laws will be enforced.

The City has obtained from the Director of the Department of Industrial Relations said Director’s General Prevailing Wage Determinations for the locality in which the work is to be performed. Said determinations are on file and available for review online at the Department of Industrial Relations’ website located at: <http://www.dir.ca.gov/DLSR/PWD>.

SB 854 Notice: City of Coronado public works projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) in accordance with Labor Code Section 1771.4(a)(l). As part of this program, Contractors and Subcontractors on Public Works Projects are required to be registered with DIR in accordance with Labor Code Section 1725.5. Unregistered contractors are not qualified to bid on, be listed in a bid, listed as a Subcontractor, or engage in the performance of any Public Works Contract, all as more particularly described in Labor Code Section 1771.1(a). The City of Coronado has no duty to accept a bid or enter into a contract without proof of the contractor’s current registration pursuant to Labor Code Section 1771.1(b). The prime Contractor shall be required to post the job site with all notices required by regulations per Labor Code Section 1771.4(a)(2), whether or not the City also posts.

Labor Code Compliance: Contractor shall comply with the provisions of the Labor Code requiring the payment of prevailing wages on public works, commencing with Section 1720. In accordance with Labor Code, Section 1775, the Contractor shall forfeit an amount, as determined by the Labor Commissioner, for each worker paid less than the applicable prevailing wage rate for the work or craft in which that worker is employed for any work done under Contract by Contractor or by any Subcontractor. Contractor agrees to pay the difference between the prevailing wage rate and amount

paid to each worker in accordance with Labor Code, Section 1775(a)(2)(E). Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and a general prevailing rate for legal holiday and overtime work for each craft required for execution of the Contract. In accordance with Labor Code, Section 1773.2, copies of the prevailing rate of per diem wages are on file and can be viewed during normal business hours at Coronado City Hall, located at 1825 Strand Way, Coronado, CA 92118. Contractor shall post a copy of the applicable prevailing wage rates at the job site.

Wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein shall be construed as preventing the Contractor from paying more than the minimum rates set. No extra compensation whatsoever will be allowed by the City due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing its Bid.

If it becomes necessary to employ crafts other than those listed in the General Prevailing Wage Rate, the Contractor shall obtain a wage rate determination. The rates thus determined shall be applicable as minimum from the time of initial employment. Contractor shall be responsible for paying the applicable rate.

The Contractor and each Subcontractor shall keep and make available accurate payroll records in accordance with Labor Code, Section 1771.4(a)(3) and Section 1776. The record shall contain the names, addresses, social security numbers, work classifications, 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 the Contractor and/or Subcontractor in connection with the Work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. Upon written request by the City, the Contractor's and Subcontractor's certified payroll records shall be furnished within 10 days. The Contractor's and Subcontractor's certified payroll records shall be available for inspection at the principal office of the Contractor.

Apprentices: The Contractor and each subcontractor shall comply with the requirements of Labor Code Section 1777.5, and any related regulations regarding the employment of registered apprentices. Properly registered apprentices shall be employed in the execution of the Work at the ratios required, but in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered. The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.