



**CONTRACT DOCUMENTS FOR
2026 Pier View Way Bridge Repairs**

CIP19-00011

OCEANSIDE, CALIFORNIA

Prepared by:

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



October 12, 2026

PROJECT INFORMATION

PROJECT NAME: 2026 Pier View Way Bridge Repairs

PROJECT NUMBER: CIP19-00011

**PROJECT MANAGER: Luis Cardenas
City of Oceanside
Development Services Department
300 North Coast Highway
Oceanside, CA 92054
(760) 435-3573**

A site visit can be arranged through the project manager through October 18, 2026.

All questions or requests for information of a technical nature should be directed to the Project Manager. No questions will be accepted after 4:30 pm, October 19, 2026. All questions will be addressed in writing by no later than 2:00 pm, October 23, 2026.

The Plan Holder's List for this Project can be obtained by contacting the Project Manager or via:

The City of Oceanside website: www.ci.oceanside.ca.us

**2026 Pier View Way Bridge Repairs
CIP19-00011**

NOTICE INVITING BIDS

**PROJECT: 2026 Pier View Way Bridge Repairs
CIP19-00011**

NOTICE IS HEREBY GIVEN that the City of Oceanside, hereinafter referred to as AGENCY, invites bids for the above stated project and will receive such bids up to 4:00 pm on the **26th day of October 2026**.

Bids may be submitted via email to the project manager, Luis Cardenas, at lcardenas@oceansideca.org. Bid may also be submitted to the Development Services Department, Engineering Division, Attention: Luis Cardenas at 300 North Coast Highway, Oceanside, CA 92054. Bids shall be written clearly and legibly.

Scope of Work: The work to be done is described in Attachment 1.

Location of Work: Pier View Way Bridge, located between Pacific Street and the Oceanside Municipal Pier, adjacent to the Junior Seau Beach Community Center and Junior Seau Amphitheater/Bandshell, in the City of Oceanside, California (approximate coordinates: 33.194671° N, -117.383808° W).

Time for Completion. Time is of the essence in the performance of the Work under this Contract. All Work shall be completed in every detail, to the satisfaction of the Engineer, exclusive of any applicable Maintenance Periods, within **fifteen (15) working days** after the commencement date established in the Notice to Proceed.

Requests for additional Contract Time resulting from unknown or unforeseen conditions encountered during construction shall be evaluated separately by the Engineer. Any additional working days granted shall be subject to the Engineer's written approval and shall be limited to the time determined by the Engineer to be reasonably necessary to address the condition.

Liquidated Damages: The Liquidated Damages for failure of the CONTRACTOR to complete the work within the Contract Time set forth in the Notice to Proceed are in the sum of one thousand, five hundred dollars (\$1,500) per consecutive day in excess of the contract time.

The CONTRACTOR to whom the contract is awarded shall be required to possess a Class "A" General Contractor's License at the time the contract is awarded.

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

**2026 Pier View Way Bridge Repairs
CIP19-00011**

the AGENCY staff and shall be made available for the review of any interested party upon request.

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

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

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

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

**PROJECT: 2026 Pier View Way Bridge Repairs
CIP19-00011**

By: _____



BRIAN K. THOMAS

Title: _____

City Engineer

Date: _____

10.12.26

**2026 Pier View Way Bridge Repairs
CIP19-00011**

TABLE OF CONTENTS

SECTION 1: BID SCHEDULE

SECTION 2: SPECIAL PROVISIONS

ATTACHMENT 1: SCOPE OF WORK

ATTACHMENT 2: PUBLIC WORKS AGREEMENT

SECTION 1: BID SCHEDULE.

The contract is subject to award to the lowest responsive and responsible bidder based on the Total Bid Amount.

BASE BID

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Amount</u>
1	Mobilization	1	LS		
2	Epoxy Injection	6	EA		
3	Concrete Patch Repair	8	EA		
4	Column Rehabilitation	4	EA		
5	Install Protective Barrier	8,000	SF		

Total Base Bid Amount in Numerals: \$ _____

Total Base Bid Amount in Words: \$ _____

The Contractor certifies that they have examined the plans, specifications, and site, and that the bid amount, placed above, for the base bid and all additive alternatives covers all costs, including labor, materials, and taxes.

Contractor

By

By

Address

Address

Telephone Number

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

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

If the Bidder fails to specify a subcontractor or if the Bidder specifies more than one (1) subcontractor for the same portion of the work in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the bidder's total bid, the Bidder agrees that it is fully qualified to perform that portion itself, and that the Bidder shall perform that portion itself.

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

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

	<u>Item #'s of Work</u>	<u>Full Company Name, Address and Phone</u>	<u>Type and % of Work to be Performed</u>	<u>License No. & Classification DIR Registr. No.</u>
1.				
2.				
3.				
4.				

**2026 Pier View Way Bridge Repairs
CIP19-00011**

Bid Schedule

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

SECTION 2: SPECIAL PROVISIONS

**PROJECT: 2026 Pier View Way Bridge Repairs
CIP19-00011**

2.0 GENERAL

2.01 DESCRIPTION OF WORK

The work consists of furnishing all labor, materials, tools, equipment, and incidentals necessary to repair the Pier View Way Bridge, complete all work identified in the Contract Documents, and restore all affected areas to their preconstruction condition, except as otherwise specified.

All construction shall conform to the **2024 edition of the Standard Specifications for Public Works Construction (Greenbook)** and the **2025 edition of the Caltrans Standard Specifications**, except as specifically modified or supplemented by these Contract Documents.

Due to the Bridge's proximity to the ocean, beach, public walkways, storm drain facilities, and adjacent public facilities, the Contractor shall provide and maintain containment and protection measures sufficient to prevent demolition debris, dust, concrete fragments, slurry, wash water, epoxy, coatings, coating residue, chemicals, or other construction-related materials from entering the ocean, beach, storm drain system, public walkways, or adjacent facilities. Containment measures shall be in place prior to commencing any activity that could generate such materials and shall remain in place as necessary throughout the work.

The Contractor shall immediately contain, collect, and properly dispose of any material that escapes the required containment system. No construction-related material, wastewater, or debris shall be discharged to the ocean, storm drain system, or surrounding areas.

The work is further described in Attachment 1 – Scope of Work.

The Contractor shall review the Contract Documents, visit the Project site, and familiarize itself with the existing conditions that are reasonably observable prior to submitting its bid. Except as otherwise expressly provided in the Contract Documents, the Contractor shall include in its lump-sum bid all labor, materials, equipment, protection, containment, access, surface preparation, incidental work, and other costs necessary to complete the Work in accordance with the Contract Documents.

For lump-sum bid items, payment shall be based on the lump-sum amount bid for the applicable item and shall not be adjusted solely due to differences between the estimated quantities shown above and the actual quantities of work required to complete the Work.

Where concealed, latent, or otherwise unknown conditions are encountered that materially differ from the conditions indicated in the Contract Documents or reasonably observable prior to construction, such conditions shall be addressed in accordance with the applicable provisions of the Contract Documents governing differing site conditions, changes in the Work, or extra work.

2.02 CONTRACTOR QUALIFICATIONS

The Contractor shall demonstrate a minimum of five (5) years of experience performing structural concrete repair projects involving epoxy injection, reinforced concrete rehabilitation, corrosion mitigation, and marine or coastal structures. Upon request, the Contractor shall provide references for at least three similar projects completed within the last five years.

2.03 PRE-BID SITE INVESTIGATION

The CONTRACTOR is advised that the project is being bid without Plans and shall conduct a thorough site investigation prior to submitting a bid. The site investigation shall include verification of existing site conditions, access constraints, existing improvements, utilities, and any other conditions that may affect the work.

Submission of a bid shall constitute acknowledgment that the CONTRACTOR has examined the site, is satisfied with the conditions encountered, and has included all costs associated with performing the work as specified.

2.04 LIMITS OF WORK

The limits of work shall be established in the field by the Engineer and may vary as necessary to complete the work. The CONTRACTOR shall perform all work required within these limits to complete the project, regardless of whether specific limits or improvements are identified in advance.

Minor adjustments to the limits of work as directed by the Engineer shall be considered incidental to the work and shall not constitute a change in scope.

2.05 TIMING OF WORK

The project shall be coordinated with the on-going work in the area (i.e. Dredging and the Downtown Water and Sewer Phase II project). Work shall not begin until after Dredging operations, which is not anticipated to be complete until October 15th, 2026. The work shall start shortly thereafter and be completed within the working days or May 28th, 2027; whichever is sooner.

2.06 WORK ACCESS

Contractor shall provide all access equipment including scaffolding, lifts, swing stages, rope-access systems, temporary platforms, and traffic/pedestrian control necessary to perform the work.

Construction activities shall be limited to 8:00 a.m. to 4:30 p.m., Monday through Friday, unless otherwise approved in writing by the Engineer.

The Contractor shall maintain pedestrian access across and adjacent to the Pier View Way Bridge at all times unless otherwise authorized by the City Engineer. If the Contractor proposes temporary closures or restrictions to pedestrian access, a traffic and pedestrian control plan shall be submitted to the Engineer for review and approval a minimum of five (5) working days prior to implementation.

Night work may be permitted, subject to approval by the Engineer, when necessary to maintain pedestrian access, minimize impacts to public use of the bridge and adjacent facilities, or facilitate construction operations. The Contractor shall be responsible for providing all temporary lighting, safety measures, security, and noise mitigation associated with night work at no additional cost to the Agency.

2.07 MEASUREMENT AND PAYMENT

Items for which quantities are indicated "Lump Sum" or "L.S." shall be paid for at the price indicated in the Bid. Such payment shall be full compensation for the items of work and all work appurtenant thereto.

When required by the Specifications or requested by the Engineer, the Contractor shall submit to the Engineer within 15 days after award of Contract, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on a lump sum contract or designated lump sum bid item. This schedule shall equal the lump sum bid and shall be in such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

2.08 PROGRESS MEETINGS

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

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

2.09 SUBMITTALS

Prior to the issuance of the "Notice to Proceed", the CONTRACTOR shall, at their own expense, furnish for review and obtain approval by the Engineer three (3) copies each of detailed submittals for:

- Protective Coating Material for Steel and Concrete
- Rebar, as needed
- Bonding Agent
- Netting (including all associated hardware)
- Structural Repair Mortar

The Engineer may require additional shop drawings for other equipment or construction activities not included in the above list. The Engineer shall have ten (10) calendar days to review and return the shop drawings.

2.10 PUBLIC CONVENIENCE

The CONTRACTOR is responsible for coordinating, notifying, and making necessary arrangements with the following agencies prior to construction taking place if services are impacted:

- a. Oceanside Police, Dispatch (760) 435-5911
- b. Fire Department, Dispatch (858) 756-1126
- c. Parks and Recreation, (760) 435-5041
- d. Oceanside Lifeguards, (760) 435-4018

2.1 MOBILIZATION (Bid Item No. 1)

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

A pre-approved portion of Lot 29 may be utilized by the contractor as a staging and laydown area. The contractor shall fence around the area being utilized.

Mobilization in excess of 3% of the Contract Amount shall be paid in the FINAL Progress Payment.

2.2 EPOXY INJECTION (Bid Item No. 2)

The CONTRACTOR shall furnish all labor, materials, tools, and equipment necessary for all work associated with epoxy injection as described in Attachment 1.

Existing cracks identified in Attachment 1 shall be pressure injected with structural epoxy in accordance with the manufacturer's recommendations. The Contractor shall clean cracks, install ports, seal crack surfaces, inject epoxy, remove ports, and grind finished surfaces as necessary.

Payment - Payment for this bid item shall be made at the contract price per each.

2.3 CONCRETE PATCH REPAIR (Bid Item No. 3)

The CONTRACTOR shall furnish all labor, materials, tools, and equipment necessary for all work associated with concrete patch repairs as described in Attachment 1.

The Contractor shall remove loose, delaminated, or deteriorated concrete identified in Attachment 1 or as directed by the Engineer. Removal of concrete shall not be done beyond any reinforcing steel that may become exposed. Concrete repair shall include cleaning reinforcement, corrosion mitigation measures, bonding agent application, structural repair mortar, curing, and protective coating.

Payment - Payment for this bid item shall be made at the contract price per each.

2.4 COLUMN REHABILITATION (Bid Item No. 4)

The CONTRACTOR shall furnish all labor, materials, tools, and equipment necessary for all work associated with Column Rehabilitation as described in Attachment 1.

Payment - Payment for this bid item shall be made at the contract price per each.

2.5 INSTALL PROTECTIVE BARRIER (Bid Item No. 5)

The CONTRACTOR shall furnish all labor, materials, tools, and equipment necessary for all work associated epoxy injection as described in Attachment 1.

Protective netting shall be installed beneath designated bridge areas identified in Attachment 1 to prevent falling debris from reaching pedestrians and public areas. Netting shall include all attachment hardware, supports, tensioning devices, and incidental materials required for a complete installation.

Payment - Payment for this bid item shall be made at the contract square feet price of decking covered.

2.6 UNFORSEEN DETERIORATION

Repair limits shown in Attachment 1 are based upon visual observations. Additional deterioration discovered after demolition may exist. The Contractor shall immediately notify the Engineer upon discovery of conditions outside the identified repair limits. No additional work shall proceed beyond the identified limits without authorization from the Engineer. Authorized additional work shall be compensated through contract unit prices or change order, as applicable.

CITY OF OCEANSIDE CONTRACT DOCUMENTS

ATTACHMENT 1

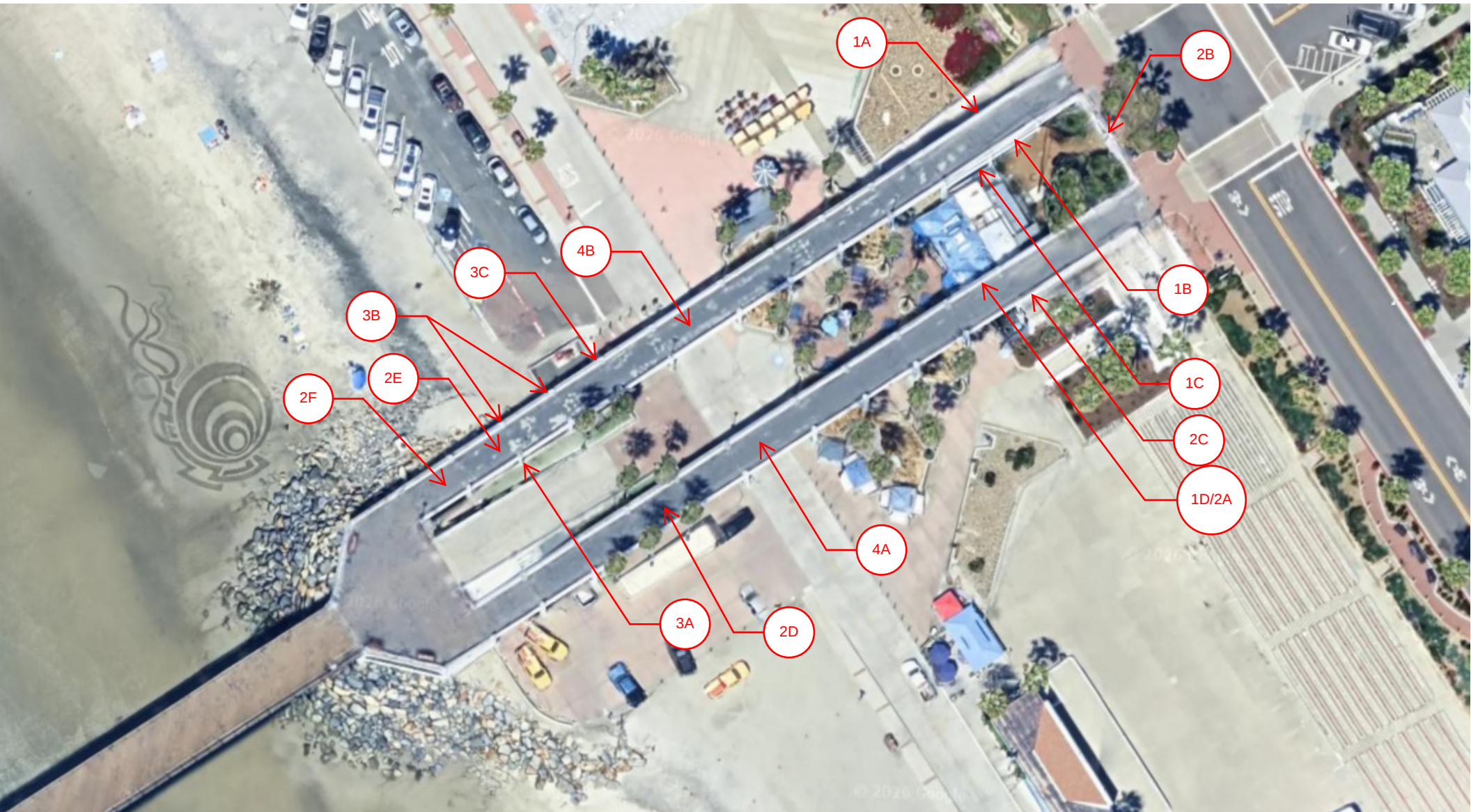
SCOPE OF WORK

PROJECT:

2026 Pier View Way Bridge Repairs

CIP19-00011

ATTACHMENT 1 - SCOPE OF WORK



GENERAL NOTES

The City has identified locations of spalled, delaminated, and deteriorated concrete as documented on the following sheets during prior inspections. The Contractor shall be responsible for identifying and reporting additional deterioration encountered during construction. Should the Contractor identify additional areas of deterioration during construction, the Contractor shall notify the City Engineer or designee for evaluation and direction prior to proceeding with repair.

REPAIR METHODOLOGIES

1. Epoxy Injection

For non-structural minor cracks as designated in the repair exhibits.

- Hairline to 1/32-inch cracks: Inject with Sikadur Crack Fix or approved equal.
- 1/32-inch to 1/8-inch cracks: Inject with Simpson CI-SLV or Simpson Crack-Pac, or approved equal.
- Perform epoxy injection in accordance with the manufacturer's recommendations.
- Upon completion and curing of the epoxy injection, apply Sikagard 440 Hz or approved equal to the repaired area.

2. Concrete Patch Repair

For major cracks exhibiting rust staining, exposed reinforcing steel, spalling, delamination, or other significant deterioration.

- Sawcut the perimeter of repair areas where practical per City direction.
- Careful, detailed removal of loose concrete. Removal of concrete shall not exceed beyond 2 inches deep.
- If any reinforcing steel is exposed, clean reinforcing steel by wire brushing, abrasive blasting, or other approved method.
- Notify the City Engineer or designee of any reinforcing steel exhibiting pitting, perforation, distortion, or significant section loss. Any supplemental reinforcement or bar replacement shall be performed only as directed by the City Engineer or designee.
- Apply a reinforcing corrosion-inhibiting protection coating and bonding agent such as Sikagard P 8100 AP or approved equal to the exposed reinforcing steel in accordance with the manufacturer's recommendations.
- Patch repair areas using a structural repair mortar such as Sika MonoTop 412 or approved equal. Repair mortar shall be suitable for overhead and vertical structural concrete repairs.
- Upon completion and curing of the repair mortar, apply Sikagard 440 Hz or approved equal to the repaired area.
- Paint repaired area white to match adjacent untouched area.

3. Column Rehabilitation

For concrete columns exhibiting significant deterioration or as designated in the repair exhibits.

- A steel jack post shall be placed on both sides of a column before work commences.
- Perform repairs in accordance with Section 2, Concrete Patch Repair. Repairs shall be limited to 3 feet maximum of column height at a time.
- Utilize wood form for concrete repairs to match existing cross section per sheet 7 of this attachment.
- Following completion of concrete repairs and once you have achieved the manufacturer's minimum required cure time, install a lightweight glass fiber reinforced polymer (GFRP) wrap system such as SikaWrap Pre-Saturated 100G or approved equal in accordance with the manufacturer's recommendation.
- The wrap system is intended for concrete containment, durability enhancement, and mitigation of future spalling. The wrap system is not intended to increase the structural capacity of the bridge.
- Paint repaired area white to match adjacent untouched area.

4. Install Protective Barrier

For locations underneath the bridge deck as designated in the repair exhibits.

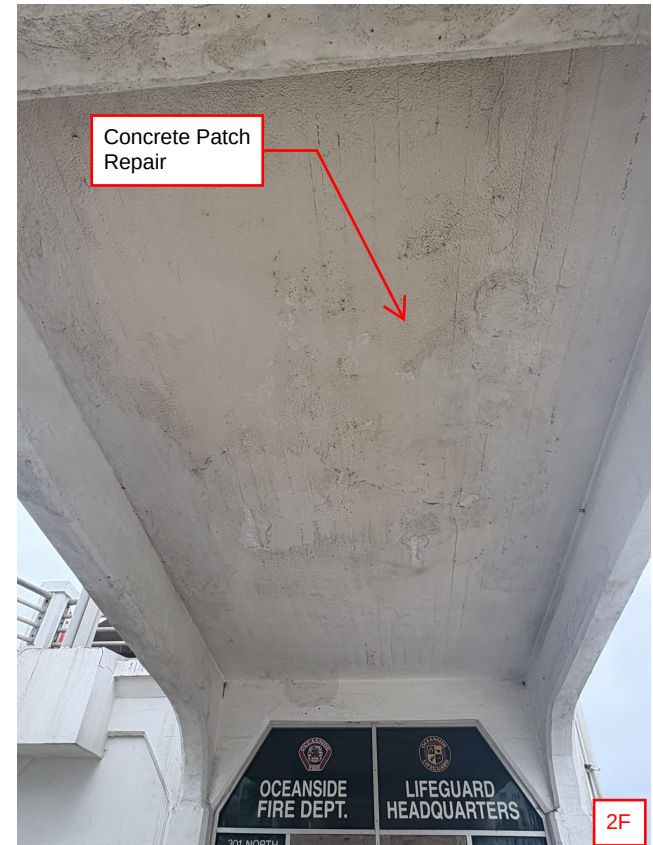
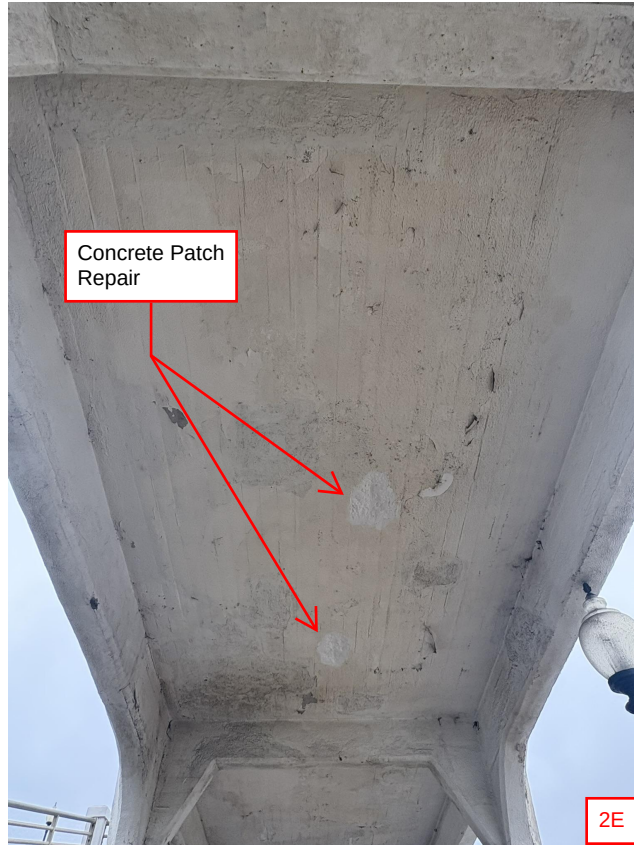
- Install debris containment netting beneath the bridge deck to prevent concrete fragments from falling into publicly accessible areas below.
- Netting shall consist of RocBloc 5K Debris Net or approved equal.
- All cables, clips, anchors, hooks, shackles, and associated hardware shall be Type 316 stainless steel.
- Existing embedded hooks may be utilized.
- Contractor shall verify that the containment system is adequately supported and capable of retaining anticipated concrete debris load post-repairs.

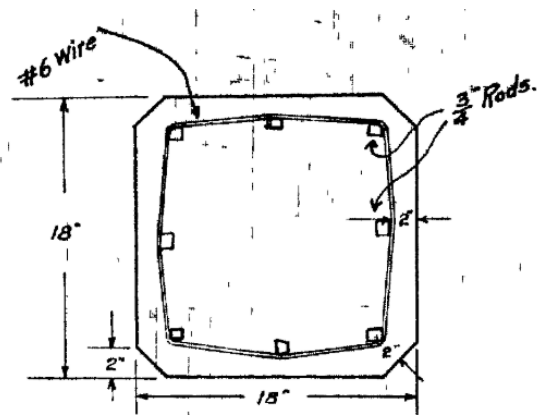
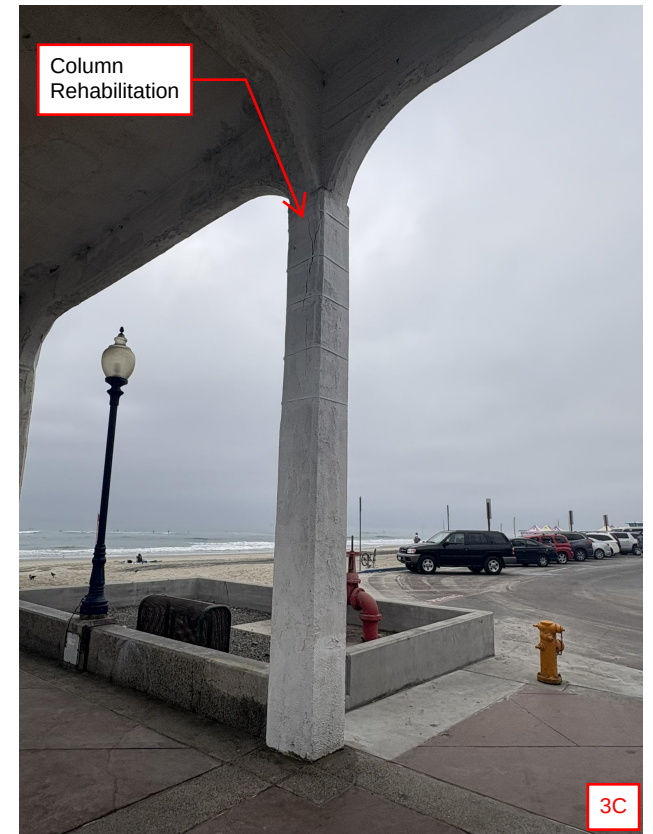
Note: Any deviation from these notes shall be consulted with the City Engineer, or designee, prior to proceeding.











Typical Cross Section



CITY OF OCEANSIDE CONTRACT DOCUMENTS

ATTACHMENT 2
PUBLIC WORKS AGREEMENT

PROJECT:

2026 Pier View Way Bridge Repairs

CIP19-00011

CITY OF OCEANSIDE

PUBLIC WORKS AGREEMENT

PROJECT: CIP19-00011 2026 Pier View Way Bridge Repairs

THIS AGREEMENT, dated _____, 20__ for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY," and _____, hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows:

The work consists of furnishing all labor, materials, tools, equipment, and incidentals necessary to repair the Pier View Way Bridge in accordance with Attachment 1.

2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

4. **LABOR REQUIREMENTS.** CONTRACTOR certifies that it shall comply with the State Labor Code Requirements as set forth in Exhibit 2 attached hereto.

Pursuant to State Labor Code requirements, CONTRACTOR shall comply with the General Prevailing Wage Determination Made by the Director of Industrial Relations as set forth in Exhibit 3 attached hereto (“State Prevailing Wages”). CONTRACTOR certifies that it is currently registered with the Department of Industrial Relations (“DIR”) and qualified to perform public work pursuant to Labor Code Section 1725.5.

5. LIABILITY INSURANCE.

5.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

5.2 CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 2,000,000
General limit project specific aggregate	\$ 4,000,000

<u>Automobile Liability Insurance</u>	\$ 2,000,000
---------------------------------------	--------------

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

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

- 5.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 5.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 5.6 CONTRACTOR shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 5.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 5.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.
- 5.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.
6. **CONTRACT BONDS (for contracts exceeding \$25,000).** If the total contract price specified in Section 9 of this Agreement exceeds \$25,000, or if any amendment to this Agreement causes the total contract price to exceed \$25,000, before entering upon the performance of work, CONTRACTOR shall provide two good and sufficient bonds in the amounts listed below:
- Performance Bond in a sum not less than one hundred percent (100%) of the total contract price, to guarantee faithful and timely performance of all work, in a manner satisfactory to the CITY, and further to guarantee that all materials and

workmanship will be free from original or developed defects

- Payment Bond that meets the requirements of California Civil Code section 9554, in a sum not less than one hundred percent (100%) of the total contract price, to satisfy claims of material suppliers, mechanics and laborers employed by CONTRACTOR on the work that is the subject of this Agreement

7. **CONTRACTOR'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONTRACTOR's work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONTRACTOR under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONTRACTOR free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONTRACTOR. CONTRACTOR may retain a copy of all material produced under this Agreement for the purpose of documenting CONTRACTORs participation in this project.

9. **COMPENSATION.** CONTRACTOR'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$_____.

No work shall be performed by CONTRACTOR in excess of the total contract price without prior written approval of the CITY. CONTRACTOR shall obtain approval by the CITY prior to performing any work that results in incidental expenses to

CITY.

10. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement, and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY within working days from the “Commencement Date” set forth in the CITY’s Notice to Proceed.
11. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
12. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California (“State”). The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

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

13. **PROTECTION OF PERSONAL INFORMATION.** “Personal information” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, as more fully defined in California Civil Code section 1798.140. The CONTRACTOR shall not collect any Personal Information except as is necessary for performance of obligations under this Agreement or otherwise required by law. The CONTRACTOR shall protect, according to reasonable industry standards, the privacy and security of any Personal Information to which CONTRACTOR has access in connection with this Agreement and shall not disclose such Personal Information to any third party or government agency, including federal immigration enforcement agents, unless required by this Agreement or by State or federal law.
14. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
15. **TERMINATION OF AGREEMENT.** Upon five (5) days’ written notice to the

CONTRACTOR, the CITY may, without cause and without prejudice to any other of the CITY's rights or remedies, terminate this Agreement. Upon the service of a notice of termination, the CONTRACTOR shall discontinue the work in the manner, sequence, and at such times as directed by the CITY's project manager. The CONTRACTOR shall remain responsible for the quality and fitness of the work performed by the CONTRACTOR before termination of the Agreement. All requirements of the Agreement pertaining to work completed or to be completed as of the time of termination shall survive the termination, including without limitation all indemnities, warranties, requirements for preparation of record drawings and completion of any "punch list" items directed by the CITY's project manager.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONTRACTOR for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONTRACTOR only for work performed in accordance with the Agreement up to and including the date of termination. Notwithstanding the foregoing, the CONTRACTOR shall not be entitled to recover any loss of anticipated profit or revenue or other economic loss arising out of or resulting from the termination, including without limitation any claim for anticipated profits on the work not performed or lost business opportunity.

16. **CLAIM RESOLUTION PROCESS.** A "claim" means a separate demand by the CONTRACTOR sent by registered or certified mail with return receipt requested, for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the CITY; (B) payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to the contract for a public work and payment for which is not otherwise expressly provided or to which the CONTRACTOR is not otherwise entitled; or (C) payment of an amount that is disputed by the CITY. Claims shall be evaluated and resolved according to the requirements of California Public Contract Code section 9204, the text of which is set forth in Exhibit 4, attached hereto ("Claim Resolution Process").
17. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this contract without the express 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. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
18. **WAIVER.** No term or provision hereof shall be deemed waived and no default or breach excused, unless such waiver or consent shall be in writing and signed by the

party claimed to have waived or consented to such breach. The consent by any party to, or waiver of, a breach or default by the other, shall not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach or default.

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

TO CITY:

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

TO CONTRACTOR:

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

20. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Public Works Agreement to be executed by setting hereunto their signatures on the dates set forth below.

CONTRACTOR

CITY OF OCEANSIDE

By: _____
Name/Title

By: _____
City Engineer

By: _____
Name/Title

APPROVED AS TO FORM:

Employer ID No.

City Attorney

Contractor's License No. & Classification

DIR Registration No.

EXHIBIT 1: GENERAL PROVISIONS

EXHIBIT 2: STATE LABOR CODE REQUIREMENTS

EXHIBIT 3: STATE PREVAILING WAGE RATES

EXHIBIT 4: CLAIM RESOLUTION PROCESS

EXHIBIT 5: CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

EXHIBIT 1: GENERAL PROVISIONS
PROJECT: 2026 Pier View Way Bridge Repairs
CIP19-00011

1. CONTRACT DOCUMENTS. The Contract Documents for this project shall consist of the Agreement and Exhibits 1 through 5 thereto; all plans, specifications, designs and schedules for the project; and all permits from other agencies as may be required by law. All Contract Documents not attached hereto are incorporated herein by reference. The Contract Documents may be amended in writing from time to time to clarify or modify the work contemplated in order to ensure the completion of the work in an acceptable manner. Any such amendments shall be incorporated into the Contract Documents.

2. FAIR EMPLOYMENT PRACTICES. The CONTRACTOR, and all subcontractors, suppliers, and vendors, shall comply with all City, State and Federal laws, ordinances, codes, executive orders, or regulations, including amendments, and any other requirements regarding equal employment opportunities and fair employment practices. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of such person. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. GENERAL. All construction shall conform to the 2024 edition of the Standard Specifications for Public Works Construction except as specifically amended by this Agreement.

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

compliance.

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

5. AUTHORIZED CITY REPRESENTATIVES. On behalf of the CITY, and through the authority of the City Manager, the City Engineer (hereinafter “Engineer”) shall be the CITY’s authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Engineer may delegate authority in connection with this Agreement to the Engineer’s designees. The Engineer is authorized to approve change orders which do not exceed two hundred thousand dollars (\$200,000.00) or ten percent (10%) of the Contract price, whichever amount is smaller. Change orders in excess of these amounts shall be approved only by action of the City Council. The Project Manager shall be the Engineer’s authorized representative for the purposes of administering this Contract, interpreting and enforcing the terms of the Contract Documents and approving contract change orders which do not result in a change in compensation or time for performance. The Project Manager shall be Edwin Medina unless otherwise amended in writing by the Engineer. The Project Manager and the Inspector, on behalf of the Engineer, shall be authorized to suspend the CONTRACTOR’s performance, and shall have access at all times to the Project Site and all Contract Documents in the CONTRACTOR’s possession. The Inspector shall be determined in writing by the Engineer. The CONTRACTOR shall promptly comply with instructions from the Engineer or from any authorized representative.

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

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

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

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

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

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

7. PERMITS. Unless specifically stated otherwise in these Contract Documents, the CONTRACTOR shall, prior to the start of any work, obtain and pay all costs incurred for any and all permits, licenses, and other authorizations necessary to perform the work. The permits, licenses, and other authorizations which the CONTRACTOR shall obtain include, but are not necessarily limited to, the following: None.

8. CHANGED CONDITIONS.

8.1 The CONTRACTOR shall promptly notify the CITY in writing of any of the following "changed conditions" before the conditions are disturbed:

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

from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

8.2 The Engineer shall promptly investigate the conditions set forth in the CONTRACTOR's notice. If the Engineer determines that there is a changed condition which causes a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work, a change order shall be issued in accordance with the procedures set forth in Subsection 20. If the Engineer determines that the conditions set forth in the CONTRACTOR's notice do not entitle the CONTRACTOR to a change order, then the CONTRACTOR will be advised of the determination in writing.

8.3 In the event that a dispute arises between the CITY and the CONTRACTOR as to whether there is a changed condition which entitles the CONTRACTOR to a change order, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents in accordance with the Disputed Work provisions set forth in Subsection 21. Any claim or dispute by the CONTRACTOR shall be submitted to the Engineer in accordance with Subsection 21. The CONTRACTOR shall retain any and all rights provided by law which pertain to the resolution of disputes and protests between the CITY and the CONTRACTOR.

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

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

9.2 Cleanup and Dust Control. Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the CONTRACTOR shall keep the worksite clean and free from waste matter, rubbish, and debris. The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. Any mud or other debris which results from CONTRACTOR's abatement of dust shall be cleaned by the CONTRACTOR. When required by the Engineer, the CONTRACTOR shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean wherever construction, including restoration, is incomplete. No materials or equipment shall be stored onsite in excess of five (5) days prior to installation or continuous use unless otherwise approved in writing by the Engineer. All materials and equipment not installed or used in the Work shall be removed from the site within five (5) days after no longer needed for the Work, and stored offsite at the CONTRACTOR's expense unless otherwise approved in writing by the Engineer. Upon completion of the Work, and before final inspection, the entire worksite shall be

cleared of equipment, unused materials, and rubbish so as to present a clean and neat appearance to the satisfaction of the Engineer.

Care shall be taken by the CONTRACTOR to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned by the CONTRACTOR. Excess excavated material from catch basins or similar structures shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the Contract Documents. Forms and form lumber shall be removed from the site as soon as practicable after stripping.

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

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

9.5 Sanitation. The CONTRACTOR shall provide and maintain enclosed toilets for the use of persons engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition. Wastewater shall not be interrupted. Should the CONTRACTOR disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill.

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

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

9.8 Drainage and Erosion Control. The CONTRACTOR shall maintain drainage

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

9.9 Advertising. The names of contractors, subcontractors, architects, or engineers, with their addresses and the designation of their particular specialties, may be displayed on removable signs only if prior written approval is received from the Engineer. Commercial advertising matter shall not be attached to or painted on the surfaces of buildings, fences, canopies, or barricades.

10. COOPERATION AND COLLATERAL WORK. The CONTRACTOR shall be responsible for ascertaining the nature and extent of any simultaneous, collateral and essential work by others. The CITY, its workers and contractors, and others, shall have the right to operate within or adjacent to the worksite to perform such work. The CITY, the CONTRACTOR, and each of such workers, contractors, and others, shall coordinate their operations and cooperate to minimize interference. The contract price includes all costs involved as a result of coordinating CONTRACTOR's work with others. The CONTRACTOR will not be entitled to additional compensation from the CITY for damages resulting from such simultaneous, collateral and essential work. If necessary to avoid or minimize such damage, or delay, the CONTRACTOR shall redeploy its workforce to other parts of the Work.

11. SITE SAFETY AND PROTECTION OF IMPROVEMENTS.

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

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

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

11.3 In the event of an occurrence of one of the above described damage, injury, or loss to public property or other property to be incorporated into the project, the

CONTRACTOR shall repair or replace the damage, injury, or loss at the CONTRACTOR's cost, and to the satisfaction of the Engineer. Repairs and replacements shall be at least equal in quality to existing improvements, and shall match them in finish and dimension.

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

11.5 Safety Orders. The CONTRACTOR shall have at the worksite, copies of: Construction Safety Orders, Tunnel Safety Orders, and General Industry Safety Orders issued by the State Division of Industrial Safety. The CONTRACTOR shall comply with provisions of these and all other applicable laws, ordinances, and regulations. Before excavating any trench five feet (5') or more in depth, the CONTRACTOR shall submit to the CITY a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for the workers' protection from the hazard of caving ground during the excavation of such trench. If the plan varies from the shoring system standards, the plan shall be prepared by a registered Civil Engineer. No excavation shall start until the Engineer has accepted the plan, the CONTRACTOR has obtained a permit from the State Division of Industrial Safety, and a copy of the permit has been received by the Engineer. Nothing in this section shall be construed to impose liability on the CITY or any of its employees.

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

11.7 Special Hazardous Substances and Processes. Materials that contain hazardous substances or mixtures may be required on the Work. A Material Safety Data Sheet as described in Section 5194 of the California Administrative Code shall be requested by the CONTRACTOR from the manufacturer of any hazardous product used. Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturers' warnings and application instructions listed on the Material Safety Data Sheet and on the product container label. The CONTRACTOR shall notify the Engineer if a specified product cannot be used under safe conditions.

12. TRAFFIC CONTROL.

12.1 Vehicular and Pedestrian Access. The CONTRACTOR's operations shall cause no unnecessary inconvenience to the public, including trash, mail, and other services provided to the public over CITY rights-of-way. The access rights of the public shall be considered at all times, and vehicular and pedestrian traffic shall be permitted to pass on

public rights-of-way through the Work at all times, unless the CONTRACTOR receives prior written approval of a detour plan from the Engineer. The CONTRACTOR shall provide at least seventy-two (72) hours written notice to the Engineer requesting approval of a detour plan, prior to the performance of any work or the establishment of any detour or closure in the public right-of-way. The CONTRACTOR shall notify the occupants or owners of all affected properties at least forty-eight (48) hours prior to any temporary obstruction of access.

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

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

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

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

Grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic.

When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

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

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

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

Clearances from traffic lanes shall be five feet (5') to the edge of any excavation and two feet (2') to the face of any curb, pole, barricade, delineator, or other vertical obstruction. One four foot (4') wide paved pedestrian walkway shall be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane shall be five feet (5').

Traffic control warning signs, lights, and devices shall conform to the California

Department of Transportation, Caltrans 1990 Traffic Control Manual.

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

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

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

Temporary traffic channelization shall be accomplished with barricades or delineators.

Temporary striping will not be allowed unless specifically permitted by the Engineer.

The CONTRACTOR shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping on pavement surfaces be allowed to remain.

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

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

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

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

If inspections indicate that any portion of the work does not meet the requirements

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

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

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

15. MEASUREMENT OF WORK.

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

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

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

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

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

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

15.5 Lump Sum Work. Items for which quantities are indicated as "lump sum", L.S. or "Job" shall be paid for at the price indicated in the Contract Documents. Such payment shall be full compensation for the items of work and all work appurtenant thereto. When required by the Specifications or requested by the Engineer, the CONTRACTOR shall

submit to the Engineer within fifteen (15) days after award of contract, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on a lump sum contract or any designated lump sum item. This schedule shall be in such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

15.6 Mobilization. When a line item cost for mobilization is included in the Contract Documents, the costs of work in advance of construction operations and not directly attributable to any specific line item will be included in the progress estimate. When no such line item is provided, payment for such costs will be considered to be included in the other items of work.

16. PROGRESS PAYMENTS.

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

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

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

Valid setoff shall include:

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

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

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

At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federal chartered bank as the

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

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

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

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

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

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

All work under the Agreement, pursuant to the requirement of the Notice to Proceed, shall not be considered complete until after the CONTRACTOR has completed all Work in the field, submitted copies of the "as-built" plans, and submitted any other final reports and documents, all to the satisfaction of the Engineer. The "as-built" plans shall show in

red, in detail, all construction changes, particularly the location and depth of conduit runs, and crossings, and the locations of standards, pull boxes, and other substructures.

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

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

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

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

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

19. CONTRACTOR'S ASSIGNMENT OF TITLE. CONTRACTOR acknowledges Section 7103.5 of the Public Contract Code, which provides:

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

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

20. CHANGES IN WORK.

20.1 Contents of Change Proposals, Change Orders, and Claims. Any Change Proposal or Claim submitted by the CONTRACTOR shall be signed by the authorized

representative of the CONTRACTOR and shall include the information set forth in this subsection 20.1 below. A Change Order issued by the CITY shall be signed by the Engineer and contain the information set forth in this subsection 20.1 below:

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

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

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

20.3 City Initiated Changes. The CITY may order a change to the Work, if the change is within the scope of work, by written Change Order signed by the Engineer. The Change Order shall include the information set forth in Section 20.1 above. The CONTRACTOR shall promptly and diligently perform in accordance with the Contract Documents as amended by the Engineer.

The CONTRACTOR shall, within ten (10) working days of a written request by the Engineer, submit a proposed change (in accordance with Section 20.1 above) in Contract Price and Contract Time which the CONTRACTOR certifies and justifies are resulting from the Change Order. This proposed change may be negotiated by the CITY and CONTRACTOR in order to reach an agreement as to the impact of the Change Order upon the Contract Price and the Contract Time. The process of submitting the proposed change and negotiating an agreement, or any failure to reach an agreement as to any resulting change of Contract Price or Contract Time, shall not relieve the CONTRACTOR of its obligation to perform in accordance with the Contract Documents.

20.4 Change of Contract Price.

- (a) If a change to the Work is covered by Contract Unit Prices or any other “Stipulated Unit Prices” set forth in the Contract Documents, then the applicable Contract Unit Prices or Stipulated Unit Prices shall govern the increase or decrease to the Contract Price.
- (b) If a change to the Work is not covered by Contract Unit Prices or any other “Stipulated Unit Prices” set forth in the Contract Documents, then the increase or decrease to the Contract Price shall be the Cost of Work to the CONTRACTOR calculated in accordance with Section 20.5 below, unless otherwise agreed to in writing

between the CITY and CONTRACTOR.

20.5 Cost of the Work.

(a) Daily Reports. In order to be entitled to an adjustment to Contract Price due to extra work for which the CONTRACTOR is not already being compensated in accordance with this “Cost of the Work” section, the CONTRACTOR shall submit a daily report to the Engineer in a form subject to the review and approval of the Engineer. The daily report shall include copies of supporting documents to substantiate all costs listed therein. Supporting documents shall include payroll sheets, delivery tickets, purchase orders, and invoices. The CONTRACTOR shall submit the daily report to the Engineer by 4:00 p.m. of the next work day. The CONTRACTOR and the Engineer shall both make a reasonable effort to come to an agreement as to the description of the extra work performed, and shall make written notations appended to the daily report to note any points of disagreement. The daily report shall describe only that extra work performed by the CONTRACTOR for which the CONTRACTOR wishes to be compensated in accordance with this section. The daily report shall include, at a minimum, the following:

- 1) The names, classifications, and hours of all laborers,
- 2) The quantities and types of materials used,
- 3) The type of equipment, size, identification number, and hours of operation, including loading and transportation if applicable,
- 4) Any other costs for services and expenditures allowable under this Section 20.5.

(b) Labor. Labor costs shall include only the actual direct costs of workers and foremen (including payroll taxes, workers compensation insurance, liability insurance, pension, and other assessments or benefits required by law) to the extent they performed extra work. Labor costs shall not include the cost of supervisors or office staff, or any other indirect costs which are covered by the markup.

(c) Materials. Material costs shall include only the actual direct costs of materials delivered and installed in the extra work.

(d) Equipment Rental. Equipment rental shall include the actual direct costs of equipment used on the extra work.

(e) Other items. The CITY may, in its discretion, authorize the direct costs of other items required for the extra work, to the extent those other items are not covered under markup or Subcontractor work.

(f) Markup. The CONTRACTOR shall be entitled to a markup of fifteen percent (15%) of the actual net increase in the above direct costs which are substantiated in accordance with this section 20.5. The markup shall cover all indirect costs including but not limited to bond and insurance premiums, office overhead, profit, and the purchasing or renting of small tools and equipment.

(g) Subcontractor’s Work. In order for the CONTRACTOR to be entitled to an adjustment in the Contract Price based upon the work of a subcontractor, the CONTRACTOR shall submit documentation in accordance with section 20.5(a) through 20.5(f) above for the subcontractor’s work. The CONTRACTOR shall be entitled to a markup on the subcontractor’s costs (direct and markup) equal to ten percent (10%) on

the first two-thousand (\$2,000) dollars of the subcontractor's costs, and five percent (5%) on work in excess of two-thousand (\$2,000) dollars of the subcontractor's costs.

21. CLAIMS AND DISPUTES.

21.1 Claims for Additional Compensation. If the CONTRACTOR wishes to make a Claim for additional compensation, the CONTRACTOR shall submit a written claim to the Engineer within ten (10) working days of the start of the condition which caused the purported increase in Contract price. The Claim shall include all the information required by Section 20.1. In order to substantiate the Claim, the CONTRACTOR shall, at a minimum, submit daily reports in accordance with Section 20.5.

The Engineer shall review the CONTRACTOR's claim and may authorize additional compensation in accordance with the criteria set forth in Sections 20.4 and 20.5.

21.2 Claims for Additional Time. If the CONTRACTOR wishes to make a Claim for an increase in Contract Time, the CONTRACTOR shall submit a written Claim to the Engineer within ten (10) working days of the start of the condition which purportedly caused the increase in Contract Time. The Claim shall include all the information required by Section 20.1. In order to substantiate the Claim, the CONTRACTOR shall, at a minimum, submit a specific description of the manner in which the condition impacts the CONTRACTOR's construction schedule.

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

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

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

If delays are caused solely by the CITY, the CONTRACTOR shall be entitled to an extension of time, and may be entitled to additional compensation in accordance with Section 21.1 only if the delays are unreasonable under the circumstances and not within the reasonable contemplation of the CONTRACTOR at the time this Agreement was entered.

21.3 Disputed Work. In the event that a dispute arises between the CITY and the CONTRACTOR as to the interpretation of Contract Documents, including change orders, or the compensation for Work, or the time for completion of the Work, the

CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall diligently proceed with all work to be performed under the Contract Documents. No work shall be delayed or postponed by the CONTRACTOR pending resolution of any disputes or disagreements with the CITY unless otherwise agreed upon in writing. The CITY shall compensate the CONTRACTOR based on the City Attorney's interpretation of the AGENCY's obligation to pay, or on a subsequent written agreement of the parties, or as determined by arbitration, or as fixed in a court of law.

22. SUSPENSION OF WORK. The Work may be suspended in whole or in part when determined by the Engineer that the suspension is necessary in the interest of the CITY. The CONTRACTOR shall comply immediately with any written order of the Engineer suspending Work.

23. LIQUIDATED DAMAGES. Failure of the CONTRACTOR to complete the Work within the Contract Time set forth in the Notice to Proceed will result in damages being sustained by the CITY. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the Contract Time specified, as adjusted in accordance with Section 21, for which all work is not completed, the CONTRACTOR shall pay to the CITY, or have withheld from monies due it, the sum of five hundred dollars (\$500.00).

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

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

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

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

If the Surety gives the CITY written notice that the Surety will assume control and perform the work as successor to the CONTRACTOR, the Surety shall be responsible for completion of all the CONTRACTOR's obligations under the Contract, and the Surety shall be entitled to all compensation owed to the CONTRACTOR under the Contract. If the CONTRACTOR or its Surety does not comply with the notice within five (5) working days, or after starting to comply, fails to continue to diligently perform, the CITY may exclude both the CONTRACTOR and its Surety from the premises and take possession of all materials and equipment, and complete the Work by any means allowable under the law.

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

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

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

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

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

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

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

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

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

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

EXHIBIT 2: STATE LABOR CODE REQUIREMENTS

PROJECT: 2026 Pier View Way Bridge Repairs CIP19-00011

Throughout this Exhibit 2, the term “Labor Code” shall mean the “California Labor Code.”

E1.1 Prevailing Wages

- a. Pursuant to Labor Code Section 1774, the CONTRACTOR, and any subcontractor under him, shall pay all workers employed on this project not less than the wages specified in the General Prevailing Wage Determination Made By The Director Of Industrial Relations in effect on the date of the invitation for bids for this project. The Prevailing Wage Determination is referred to on Exhibit 3. Additional copies of this Prevailing Wage Determination are on file with the Project Manager at the Engineering Division of the Development Services Department, 300 North Coast Highway, Oceanside, CA 92054, and shall be made available to any interested party on request.
- b. Pursuant to Labor Code Section 1775, the CONTRACTOR shall, as a penalty to the CITY, forfeit not more than fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed, for any public work done under the contract by him or her or by any subcontractor under him or her. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the CONTRACTOR’s mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR in meeting his or her prevailing wage obligations, or the CONTRACTOR’s willful failure to pay the correct rate of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the CONTRACTOR had knowledge of his or her obligations under the Labor Code. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate shall be paid to each worker by the CONTRACTOR.
- c. To the extent that there is insufficient money due to a CONTRACTOR to cover penalties forfeited and amounts due, the CITY shall notify the Division of Labor Standards Enforcement of the violation. The Division of Labor Standards Enforcement, if necessary with the assistance of the CITY, may maintain an action in any court of competent jurisdiction to recover the penalties and the amounts due provided for herein. Such action shall be commenced not later than ninety (90) days after the filing of a valid notice of completion in the office of the county recorder in each county in which the public work or some part thereof was performed, or not later than ninety (90) days after acceptance of the public work,

whichever last occurs. No issue other than that of the liability of the CONTRACTOR for the penalties allegedly forfeited and amounts due shall be determined in the action, and the burden shall be upon the CONTRACTOR to establish that the penalties and amounts demanded in such action are not due.

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

E1.2 Legal Day's Work

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

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

E1.3 Payroll Records

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

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

be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR awarded the contract or performing the contract shall not be marked or obliterated.

- e. The CONTRACTOR shall inform the CITY of the location of the CONTRACTOR's principal office for the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

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

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

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

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

E1.4 Travel and Subsistence Pay

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

E1.5 Apprentices

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

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

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

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

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

E1.6 Discrimination Prohibited

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

EXHIBIT 3

PROJECT:

**2026 PIER VIEW WAY BRIDGE REPAIRS
CIP19-00011**

STATE PREVAILING WAGE RATES

GENERAL PREVAILING WAGE DETERMINATION

MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

THAT IS IN EFFECT ON THE DATE THAT THE

INVITATION FOR BIDS IS FIRST PUBLISHED

Copies of this determination are available at www.dir.ca.gov/dlsr and are on file with the CITY staff, and shall be made available for the review of any interested party upon request.

EXHIBIT 4: CLAIM RESOLUTION PROCESS
California Public Contract Code § 9204

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

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

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

(c) For purposes of this section:

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

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

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

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

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

(3)

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

(d)

(1)

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

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

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

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

(2)

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

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

selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 5: CONSTRUCTION & DEMOLITION DEBRIS RECYCLING

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

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

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

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

Authorized Recycling Facilities for C&D Debris:

ORGANIC PROCESSING FACILITIES

Agri Service (El Corazon)

Composting Facility - **SWIS 37-AA-0907**

3210 Oceanside Blvd.

Oceanside, CA 92056,

(760) 439-9920

Enniss Enterprise Materials Division

12535 Vigilante Road,

Lakeside, CA 92040

(619) 561-1101

Miramar Greenery – SWIS 37-AB-0003

5180 Convoy St
San Diego, CA 92111
(858) 694-7000

CONSTRUCTION AND DEMOLITION FACILITIES

Heidelberg Materials

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

Asphalt

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

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

Emery Materials & Asphalt Recycling

9689 C Ave.
Hesperia, CA 92345
(760) 956-1717
Clean fill, concrete or asphalt

Miramar Recycle

9229 Harris Plant Road
San Diego, CA 92145
(858) 715-5600

Slaughterhouse Soils

12560 Highway 67
Lakeside, CA 92040
(858) 577-2727
Clean concrete and asphalt

Hester's Granite Company

2094 Willow Glen Drive
El Cajon, CA 92019

(619) 593-9020
Clean concrete and asphalt

IMS Recycling
2740 Boston Ave
San Diego, CA 92113
(619) 231-2521
All types of metals, electronics, computers

Cornerstone Aggregates
332 Elkelton Place
Spring Valley, CA 91977
(855) 326-7625
Fill dirt, sand, concrete, clean green

Moody's El Corazon Recycling
3210 Oceanside Blvd.
Oceanside, CA 92056
(760) 433-3316

Arcosa Crushed Concrete
8354 Nelson Way
Escondido, CA 92026
(760) 205-1797
Concrete, asphalt, rock

Vulcan Materials Company
10051 Black Mountain Road
San Diego, CA 92126
(858) 547-3768
Clean dirt, broken concrete, asphalt, brick, block and rock

WARE, Inc. (Madison Materials) – SWIS 30-AB-0386
1035 E. Fourth Street
Santa Ana, CA
(714) 664-0159
Concrete, wood, green waste, plastics, aluminum, paper, etc.

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

Exhibit A

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

Project Name: _____

Project Number: _____

Prepared By: _____ Phone: _____

Signature: _____ Date: _____

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

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

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

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

A. Inerts _____

B. Construction Debris _____

C. Demolition Debris _____

A + B + C = Estimated Total Tons _____

Exhibit B

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

Project Name: _____

Project Number: _____

Prepared By: _____ Phone: _____

Signature: _____ Date: _____

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

Recycling Rate _____

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

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