



Julie Procopio, P.E.  
Director of Engineering Services/City Engineer  
201 North Broadway, Escondido, CA 92025  
Phone: 760-839-4001 Fax: 760-839-4597

January 8, 2020

SUBJECT: **Request for Proposal for Inspection Services**

Dear Sir or Madam:

The City of Escondido (City) is seeking proposals for a qualified inspector for the City's upcoming Annual Street Maintenance Project. It is anticipated that the project construction will begin on February 10, 2020. The contract includes 100 working days. Letter proposals are to be submitted **on or before 5:00 pm on January 23, 2020** to the Engineering Services Department counter at City Hall located at 201 N. Broadway, Escondido or via email to Matt Souttere at [msouttere@escondido.org](mailto:msouttere@escondido.org)

### **Project Description**

This Project will complete both rehabilitation and maintenance work as part of the City's Annual Street Maintenance Program, and will focus on residential streets located in Maintenance Zone W, which is the area west of Interstate 15 between State Route 78 and Felicita Avenue. Substantial work is also expected on several local collector and above classified streets. The Project will resurface approximately 71-lane miles of pavement, replace 0.59-miles of sidewalk, add or re-stripe 2.5-miles of bike lanes, install 51 pedestrian ramps, and replace 90 street-trees that are damaging sidewalks. A copy of the project documents is included as Exhibit "1".

### **Services**

Inspection services are desired to support this 100 working day contract:

- Inspection of tree removal and replacement; sidewalk and pedestrian ramp demolition and replacement; asphalt concrete dig outs; pavement overlays; crack fill; sealcoats; striping; signage; signal loop and camera replacement; traffic control and best management practices associated with the work.
- Coordination with the contractor regarding the work, including the schedule and compliance with contract documents.
- Review of payment requests, change orders, and requests for information with support from the design engineer as needed.
- Coordination with residents, schools, businesses and utility agencies affected by the work.

January 8, 2020

RFP: Street Maintenance Project Inspection Services

Page 2

### **Letter Proposal Contents**

Proposals shall be submitted **on or before 5:00 p.m. on January 23, 2020**. Proposals received after that time will not be considered. Proposals shall be limited to the following:

1. Proposed Project Inspector Qualifications and References: Resumes shall be provided to demonstrate experience independently inspecting similar work, including project description, size and role on the project. Public agency references for representative projects should also be provided.
2. Availability schedule for the team member.
3. Fee Schedule: Proposed hourly billing rate for the project team member.
  - a. Fees for additional staff (if any) shall be included in the hourly rate for the project inspector.
  - b. The inspector rates shall include travel time and an inspection vehicle.
  - c. Prevailing wage rates are required where applicable.
4. Proposal should be limited to five pages or fewer.

### **Other Requirements of Work:**

1. Upon notification by the City of being selected for this work, the **Consultant** shall, return a signed Consulting Agreement. A copy of the City's standard agreement for professional services is included as Exhibit "2".
2. The contract shall be paid at hourly rates with a not-to-exceed fee.
3. The City's budget for this contract is \$90,000.

### **Selection Process**

Proposals will be evaluated based on the qualifications of the proposed inspector and the value for service provided (Proposal Contents item numbers 1-3). Interviews may be conducted by the City of Escondido prior to selection.

If you have any questions, please email Matt Souttere at [msouttere@escondido.org](mailto:msouttere@escondido.org).

City of Escondido  
San Diego County, California

CONTRACT DOCUMENTS AND  
SPECIAL PROVISION SPECIFICATIONS

for:

**Rebid - 2019 Street Rehabilitation and Maintenance  
Project**

Questions Concerning This Project  
Should be directed to:

Matt Souttere - [msouttere@escondido.org](mailto:msouttere@escondido.org)

or

CITY OF ESCONDIDO  
Attn: Matt Souttere  
201 North Broadway  
Escondido, CA 92025



PROPOSALS WILL BE RECEIVED at the Office of the  
City Clerk, City Hall, 201 North Broadway,  
Escondido, California 92025  
At or before 2:00 p.m. on the **10th** day of **October, 2019**.



**CITY OF ESCONDIDO**  
**NOTICE INVITING SEALED BIDS**

**Rebid - 2019 Street Rehabilitation and Maintenance Project**

**PUBLIC NOTICE IS HEREBY GIVEN:**

That the City Clerk, on behalf and as authorized by the City of Escondido, will accept sealed bids for this project. A sealed bid must be clearly marked with the name of the project and time-stamped at the City Clerk's Office, 201 N. Broadway, 2nd Floor, Escondido, CA 92025, at or before 2:00 p.m. on the **10th** day of **October, 2019**, to be considered timely. **Bidder assumes the risk that mailed bids will be promptly delivered to the City Clerk and time-stamped prior to the deadline.**

A mailed bid shall be double wrapped with an external shipping envelope that contains the separately sealed bid documents. The shipping envelope will be opened upon receipt. The shipping envelope of a mailed bid should be addressed as follows:

City Clerk  
Attn: SEALED BID – **Rebid - 2019 Street Rehabilitation and Maintenance Project**  
201 North Broadway  
Escondido, CA 92025-2798

All sealed bid documents must be enclosed in a separate envelope and clearly marked, using Times New Roman size 18 font, as follows:

**SEALED BID**

**Rebid - 2019 Street Rehabilitation and Maintenance Project**

**OPEN ON October 10, 2019**

The City reserves the right to reject any bid that does not follow the exact procedures provided in this Notice.

**A. PROJECT SUMMARY:**

**1. DESCRIPTION OF WORK.**

The work under this contract ("Work") is necessary for and incidental to the execution and completion of all Work indicated in the Contract Documents for:

**Rebid - 2019 Street Rehabilitation and Maintenance Project**

General Provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

The Work under this contract includes the furnishing of labor, materials, tools and equipment, which is required for the completion of the project in accordance with the provisions of the Contract Documents.

2. **WORK COVERED BY CONTRACT DOCUMENTS**

The work consists generally of construction including: Traffic control and public convenience, grinding and repair of identified pavement areas, application of selected surface treatment, restriping updating signage of City streets identified in these contract documents, furnishing and installing vehicle detection devices, removal and installation of street trees, and compliance to all applicable storm water pollution prevention (NPDES) requirements

Lead Agency: City of Escondido.

The work will be constructed under a single prime contract.

3. **WORK SEQUENCE**

The work will be conducted per the schedule set forth by the contractor.

The CONTRACTOR shall coordinate the construction schedule and operations with the City.

**B. PLANS AND SPECIFICATIONS:**

All of the above Work is to be done under contract in accordance with those certain specifications and drawings as authorized by the City Council of the City of Escondido.

**C. BONDS:**

1. The CONTRACTOR will be required to furnish with the contract a Faithful Performance Bond in the amount of one hundred percent (100%) of the aggregate amount of the bid and a Labor and Material Bond in the amount of one hundred percent (100%). The CONTRACTOR will also furnish certificates of insurance evidencing all insurance coverage required by the Specifications has been secured.
2. Bid Security must be submitted with the bid proposal. (See Section G of this notice)

**D. STATE OF CALIFORNIA LABOR CODE AND APPLICABLE LAWS**

The CONTRACTOR shall, in performance of the Work and improvement, conform to the State of California Labor Code and other laws applicable thereto.

1. Prevailing Wages:

NOTICE is hereby given that in accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7, as approved by City of Escondido Resolution No. 77-30, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the Work is to be performed. It shall be mandatory upon the CONTRACTOR to whom the Work is awarded and upon any subcontractor under the CONTRACTOR to pay not less than said specified rates to all workmen employed by them in the execution of the Work. Prevailing wage rates are available on the Internet at (<http://www.dir.ca.gov/DLSR/PWD>).

2. Payroll Records:

NOTICE is hereby given that pursuant to Section 1776 of the Labor Code, the prime CONTRACTOR is responsible for maintaining accurate payroll records of all employees, including all subcontractors, on said public Work. Certified copies of all payroll records shall be submitted to Field Engineering Office on a weekly basis.

3. Apprentices:

NOTICE is hereby given that pursuant to Section 1777.5 of the Labor Code, the prime CONTRACTOR is responsible for Code compliance for all apprentice-able occupations.

"Contractor shall review and take affirmative steps to comply with California Labor Code Section 1777.5 regarding employment of registered apprentices. The entire responsibility for compliance with Section 1777.5 and other provisions of California State Law regarding apprentices shall be the sole responsibility of contractor."

4. License Requirement:

- a. The Contractor shall possess a valid State of California Contractor's License issued by the State Contractor's License Board. The license shall be current, valid, and in good standing at the time the contract is awarded to the Contractor, and remain in effect throughout the duration of the project.

The Contractor shall possess a "Class A" Contractor's License for this

project.

- b. All subcontractors employed on this project by the Contractor shall possess current and valid State of California Contractor's License Board issued Contractor's Licenses applicable for the work they are performing on the project. The licenses shall be in effect for the duration of the time they are employed on the project.
- c. The Contractor and all subcontractors employed on this project shall obtain City of Escondido Business Licenses prior to performing any work associated with this project. A copy of the Contractor's City of Escondido Business License shall be submitted to the Field Engineering Inspector at the project pre-construction meeting, and a copy of each subcontractor's City of Escondido Business License shall be submitted to the Field Engineering Inspector prior to the subcontractor starting work on the project.

**E. PRIME CONTRACTORS:**

The Prime Contractor awarded the contract to complete this project must demonstrate that fifty-one percent (51%) of the scheduled work will be completed using the Prime Contractor's own employees. Scheduled work identified as Specialty Work may be excluded from this calculation. Specialty Work is defined as street lighting systems, traffic signal systems, landscaping, irrigation systems, sewer, water, pre-cast paving units, stamped concrete, masonry, iron or steel, crack seal, slurry, ARAM, sign fabrication and installation, striping and pavement markings. Bid items that are considered specialty work have been identified as (S) in the bid schedule. The Contractor may perform Specialty Work if they choose. At no time shall subcontractors employed on the site perform more than forty-nine percent (49%) of the scheduled work after adjustments have been made for the Specialty Work.

**F. PAYMENT:**

Payments will be made in cash to the CONTRACTOR in accordance with the provisions of the Specifications and on itemized estimates, duly certified, and then verified by the CITY, based on labor and materials incorporated into said Work during the preceding month by the CONTRACTOR.

**G. BID SECURITY:**

All proposals or bids shall be accompanied by a cashier's or certified check, payable to the order of the CITY of Escondido amounting to ten percent (10%) of the bid, or by a bond in said amount and payable to said CITY, signed by the bidder and a corporate surety, or by the bidder and two sureties who shall justify before any officer competent to administer oaths, in double said amount over and above all statutory exemptions. Said

check shall be forfeited or said bond shall become payable if the bidder depositing the same does not, within fifteen (15) days after written notice, execute the contract.

**H. AWARD AND EXECUTION:**

Execution of the contract includes providing the CITY with all required bonds, evidence of insurance coverage, or any other documentation required by the contract.

The CONTRACTOR shall execute the contract within fifteen (15) calendar days after it has been notified in writing of award of contract, shall commence construction immediately after a Notice to Proceed, and shall complete all the Work and improvements within **one hundred (100) working** days.

The City Council hereby reserves the right to reject any and all proposals, delete any site in which installation costs seem prohibitive, to waive any irregularity, and to award the contract to other than the lowest bidder. No bidder may withdraw its bid for a period of ninety (90) days after the bid opening.

**I. BIDS:**

Proposals shall be submitted on the forms prepared and furnished for that purpose and which may be obtained via the City's website ONLY. Bidders may download the Project Documents from the City of Escondido website at "No Cost". You shall make sure to register as a bidder so that you will receive any Addenda that may be published. Bids submitted by unregistered bidders will be considered nonresponsive. No Paper copies will be available from the City. **BIDDERS SHALL PRINT AND FILL OUT THE REQUIRED BID DOCUMENTS TO BE SUBMITTED AS LISTED ON THE TABLE FOUND IN THE "INSTRUCTION TO BIDDERS" PARAGRAPH 31.** For further information or bidding instructions and requirements, please contact the Office of Director of Public Works, 201 North Broadway, Escondido, CA 92025-2798, phone (760) 839-4651 or email the project manager, **Matt Souttere** at [msouttere@escondido.org](mailto:msouttere@escondido.org).

**J. STIPULATED RATES AND MARK-UPS FOR EXTRA WORK:**

All bidders have an equal opportunity to review the stipulated rates and mark-ups for extra Work set forth in Article 11 of the Contract General Conditions. All bidders acknowledge that the CITY may make changes to the Work, or suspend the Work and no matter how many changes, such changes or suspension are within the contemplation of the parties and will not be a basis for a compensable delay.

*Date:*

*City Clerk, Zack Beck*  
City of Escondido  
State of California

## SECTION A-00100 - INSTRUCTIONS TO BIDDERS

### SECTION INDEX

	<u>Page Number</u>
1. Defined Terms .....	A-00100-2
2. Securing Documents.....	2
3. Interpretations and Addenda .....	2
4. Bidder's Examination of Project Documents and Site.....	3
5. Proposals .....	6
6. Certificates .....	8
7. Disqualification of Bidders .....	8
8. Quantities of Work. ....	8
9. Substitution of Materials .....	8
10. Competency of Bidders .....	9
11. Bid Security .....	9
12. Bonds .....	9
13. Insurance Requirements .....	10
14. Discrepancies in Bids .....	10
15. Modifications and Unauthorized Alternative Bids.....	10
16. Withdrawal of Bid .....	10
17. Award of Contract and Execution of Agreement or Rejection of all Bids .....	10
18. Return of Bid Security .....	12
19. Liquidated Damages .....	12
20. Stipulated Prices for Extra Work .....	12
21. Encroachment Permit .....	12
22. Local Business License .....	12
23. Workers' Compensation Requirement .....	12
24. Noncollusion Declaration.....	12
25. Prevailing Wages .....	13
26. Form of Contract.....	13
27. Field and Home Office Overhead. ....	13
28. City Hall Hours.....	13
29. Bid Protest.....	13
30. "Standard Specifications" .....	14
31. Instructions to Bidders Regarding Submission of Proposal (Includes a "Check Sheet" of Documents to be Submitted by all Bidders).....	15
32. Documents to be Executed by the Bidder who the City Determines is the Lowest Responsive and Responsible Bidder (Table).....	16

1. DEFINED TERMS.

- 1.1 Terms used in these Instructions to Bidders and the Notice Inviting Sealed Bids which are defined in the General Conditions have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to the City, as distinct from a sub-bidder, who submits a price or quote to a Bidder.
- 1.2 Where "the City" is used herein, it shall be understood that the City of Escondido, San Diego County, California, is intended.
- 1.3 Where "the ENGINEER" is used herein, please reference the "Definitions" in the General Conditions, and, where utilized, the corresponding section in the supplementary General Conditions.

2. SECURING DOCUMENTS. The Project Plans and Specifications are available as a free download from the City of Escondido's website:

["https://www.escondido.org/design-construction.aspx"](https://www.escondido.org/design-construction.aspx)

"Related Links"

"List of Advertised Projects"

**"Rebid - 2019 Street Rehabilitation and Maintenance Project"**

Make sure that you register as a bidder on the website to ensure that you receive any addenda or updates.

3. INTERPRETATIONS AND ADDENDA.

- 3.1 All questions about the meaning or intent of the Project Documents are to be directed to the City. If any bidder should find discrepancies in, or omissions from the plans, specifications or other proposed contract documents or if bidder should be in doubt as to the true meaning of any part thereof, bidder shall at once make a written request to the City via one of the following: by e-mail, [msouttere@escondido.org](mailto:msouttere@escondido.org); or by FAX, (760) 839-4597, for correction, clarification, or interpretation of the point or points in question. Additions, deletions, or revisions to the Project Documents considered necessary by the City in response to such questions will be issued by Addenda emailed or faxed to all parties recorded by the City as having received the Project Documents. **The City will do its best to answer submitted questions that are not clearly defined in available project documents, as so deemed by the City, and submitted before 5:00 p.m. one week prior to the bid, however, all questions may not be answered.** Only answers to such questions issued by formal written Addenda

will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 3.2 Addenda may also be issued to make additions, deletions, or revisions to the Contract Documents. The effect of all addenda to the Project Documents shall be considered in the bid and said addenda shall be made a part of the Project Documents and shall be returned with them. Before submitting a bid, bidders shall inform themselves as to whether or not any addenda have been issued, and failure to cover any such addenda issued may render a bid informal and result in its rejection. To be considered responsive, bids must acknowledge all issued addenda.
- 3.3 Bidders shall make no special interpretation or inference of intent from differing formats in the Special Provisions.

#### 4. BIDDER'S EXAMINATION OF PROJECT DOCUMENTS AND SITE.

- 4.1 Before submitting a proposal, bidders shall examine the drawings, read the specifications, the form of contract, and other Project Documents. They shall visit the site of the proposed Work, examine the building, or buildings, streets, if any, and any Work that may have been done thereon. They shall fully inform themselves of all conditions, in, at, and about the site, the building or buildings if any, trees, overhead utilities, streets, and any Work that may have been done thereon. Bidders will be charged with knowledge of all facts which can be observed from a thorough pre-bid site inspection, including access to/from the site, storage of materials, opportunities, and physical characteristics.

Pursuant to Public Contract Code Section 1104:

- A. Bidders shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering drawings and specifications;
- B. However, bidders shall be required to review architectural or engineering drawings and specifications prior to submission of their bids and to report any errors and omissions to the City;
- C. The review shall be confined to the bidder's capacity as a bidder and not as a licensed design professional;
- D. To carefully examine the character, quality and quantities indicated in the Work;
- E. To carefully examine the materials to be furnished;
- F. To visit the site to become familiar with local conditions that may affect cost, progress, or performance, of the Work;

- G. To consider federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
  - H. To study and carefully correlate the Bidder's observations with the Project Documents, and again, to report in writing any disparities.
- 4.2 Reference is made to the Supplementary General Conditions for identification of:
- A. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the ENGINEER in the preparation of the Project Documents.
  - B. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Utilities) which are at or contiguous to the site and have been utilized by the ENGINEER in the preparation of the Project Documents.
  - C. Those environmental reports or drawings relating to known Asbestos, Hazardous Waste, PCBs, Petroleum, and/or Radioactive Materials identified at the site which have been utilized by the ENGINEER in the preparation of the Project Documents.
- 4.3 The plans and other Project Documents show conditions as they are believed to exist, but it is not inferred that all the conditions shown do actually exist, nor shall the City, their officers, employees or agents be liable for any costs sustained by the CONTRACTOR as a result of any variance between conditions shown on the contract documents, and actual conditions revealed during examination or progress of the Work. The City makes no representation as to the completeness of the reports or drawings referred to in Paragraphs 4.2A, 4.2B, and 4.2C above or the accuracy of any data or information contained therein. The Bidder may rely upon the accuracy of the technical data contained in such reports and drawings. However, the Bidder may not rely upon any interpretation of such technical data, including any interpretation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein.
- 4.4 Copies of reports and drawings referred to in Paragraph 4.2 will be made available by the City to any Bidder upon receipt of a written request, and fees amounting to the cost of duplication. Those reports and drawings are not part of the Project Documents.
- 4.5 Not Used.
- 4.6 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Utilities, and other physical conditions, and possible changes in the Project Documents due to differing conditions appear in Article 4 of the General Conditions, A-00700.

- 4.7 Before submitting a Bid, each Bidder shall, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Project Documents. To the extent any Bidder wishes to conduct any evaluation of subsurface site conditions, Bidder shall propose the same to City along with a detailed written proposal (which shall include a comprehensive explanation of the exploration sought to be performed (e.g., who, what, where, when, etc.), along with a certificate of insurance naming the City as an express additional insured). The City, in its absolute discretion, shall review the proposal and issue a written response within **five (5) working days** of receipt. No site exploration shall be permitted within **ten (10) working days** of the bid date. Articles 2, 4, 5, 6, 13 and 16 of the General Conditions shall be applicable to any such effort. If any prospective bidder performs or causes to be performed any such subsurface inspection, and is awarded the contract, all information derived from such investigation shall be disclosed in writing to the City within **ten (10) days** of award.
- 4.8 The City will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Location of any excavation or boring shall be subject to prior approval of the City and applicable agencies. Bidder shall fill all holes, restore all pavement to match existing structural section, and shall clean up and restore the site to its former condition upon completion of such explorations. The City requires the CONTRACTOR to obtain an encroachment permit, from the Field Engineering Office, with insurance as set forth in the requirements for application for encroachment permit and traffic control plan for exploration in the City right-of-way.
- 4.9 The lands upon which the Work is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by the CONTRACTOR in performing the Work are identified in the Project Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR.
- 4.10 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Paragraph 4 and the following:
- A. That the Bid is premised upon performing the Work required by the Project Documents without exception and such means, methods, techniques,

sequences, or procedures of construction (if any) as may be required by the Project Documents; and

- B. That Bidder has given the City written notice of all conflicts, errors, ambiguities, and discrepancies in the Project Documents; and
- C. That the Project Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

## 5. PROPOSALS.

5.1 Bids to receive consideration shall be made in accordance with the following instructions:

- A. Bids shall be made only upon the forms attached to and forming a part of these Specifications; all bid items shall be properly filled out; numbers shall be stated both in words and in figures and the signatures of all persons signing shall be in longhand in BLUE INK. Where there is conflict in the words and figures, the words shall govern.
- B. All prices and notations must be in ink or typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections typed or written in with ink by the persons or persons signing the bid.
- C. Bids shall not contain any recapitulation of the Work to be done. Alternative proposals will not be considered unless called for in the specifications. No oral, telegraphic, facsimile, or telephonic proposals or modifications will be considered.
- D. The City may require any bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references properly and fully filled out.
- E. Each bidder shall list subcontractors on the form accompanying the proposal, in accordance with Public Contract Code Section 4100-4114, the "Subletting and Subcontracting Fair Practices Act."
  - 1. The name and location of the place of business of each subcontractor who will perform Work or labor or render service to the bidder in or about the construction of the Work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the bidder, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an

amount in excess of **one-half of one percent (1/2%)** of the bidder's total bid.

2. The portion of the Work (in sufficient detail) which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the Work to be performed under the contract in excess of one-half of one percent (1/2%) of the bidder's total bid, the bidder agrees to perform that portion itself. The successful bidder shall not without the City's consent:
  - a. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
  - b. Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
  - c. Sublet or subcontract any portion of the Work in excess of **one-half of one percent (1/2%)** of the total bid as to which the original bid did not designate a subcontractor.
- F. Unless an exception is called out otherwise in the bid specifications, the City requires that bidders must be properly licensed contractors who will perform no less than 51% of the value (as reasonably determined by the City) of the scheduled work using the bidder's own employees. No more than 49% of the scheduled work may be performed by subcontractors.
- G. Bids shall be delivered to the City Clerk on or before the day and hour set for the opening of bids in the "Notice Inviting Sealed Bids", which bids shall be enclosed in a sealed envelope and bearing the title of the Work and the name of the bidder. If bids are mailed to the City without bearing the title of the Work to be done, they will be deemed not to have been delivered by the day and hour set forth in the notice. Note regarding facsimiles: EXCEPT FOR BID SECURITY, all documents submitted before the bid opening may be in the form of facsimiles which have been sent elsewhere and sealed before filing with the City. (Any bidder who uses or attempts to use the City's facsimile equipment will be disqualified immediately.) The originals of the faxed documents must be mailed to the City, postmarked the same as the bid opening, via certified mail, return receipt requested, or hand-delivered to the City by the close of business on the day of the bid opening.
- H. Any bid failing to comply with the requirements of this Section, A-00100, or any other requirements of these specifications, may be considered as having modified these specifications and on that basis may be rejected. Such determination shall be made by the Escondido City Council upon consideration of the entire bid proposal and only if the Escondido City

Council makes a finding that the deviation in such bid is so substantial as to render the bid different than that requested and at variance with the Specifications for the project.

- I. The City Clerk will publicly open the bids as soon after the hour set as will be possible. Bidders or their authorized representatives are invited to be present. The City is allowed the number of days set forth in Paragraph 17 "AWARD OF CONTRACT AND EXECUTION OF AGREEMENT OR REJECTION OF ALL BIDS" to make a decision in that regard.

6. CERTIFICATES.

- 6.1 Bids by corporations must be executed in the corporate name by the president, a vice-president, or other duly authorized corporate officer. Such Bid shall be accompanied by evidence of authority to sign, attested by the secretary or assistant secretary, and with the corporate seal affixed. The corporate address and state of incorporation must appear below the signature.
- 6.2 Bids by partnerships must be executed in the partnership name and be signed by a managing partner, accompanied by evidence of authority to sign, and his/her title must appear under the signature and the official address of the partnership must appear below the signature.
- 6.3 Bids by joint ventures must be executed in the joint venture name and be signed by a joint venture managing partner, accompanied by evidence of authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature.

7. DISQUALIFICATION OF BIDDERS. More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any Bidder is interested in more than one Bid for the Work contemplated, all Bids in which such Bidder is interested will be rejected. If the City believes that collusion exists among the Bidders, all Bids will be rejected. A party who has quoted prices to a Bidder is not hereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the Work.

8. QUANTITIES OF WORK. The quantities of Work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the Work; the CITY does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price item of the Work by an amount up to and including **twenty-five percent (25%)** of any Bid item, without a change in the unit price, and shall include the right to delete any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed **twenty-five percent (25%)** of the Bid price.

9. **SUBSTITUTION OF MATERIALS:** All materials are mentioned as standards. Should a Contractor or Bidder desire to substitute materials or methods for those specified, the Contractor or Bidder shall follow the guidelines stated herein, and in accordance with the Public Contract Code Section 3400. Each review of a substitution request by the City or its consultants will be charged to the Contractor or Bidder at an hourly rate of \$125/Hour.

Substitutions may only be submitted to the City in writing, and only to the person referenced in Paragraph 3.1 of this section.

Prior to Bid Opening: The Contractor or Bidder shall ensure that proposed substitutions of materials by the Bidder are submitted to the City office **fourteen (14) calendar days** prior to the Bid Opening for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. **No submission of Substitutions will be allowed after the fourteen (14) calendar day period noted above, except as stated in Article 6.15 of the General Conditions.** An Addendum will be issued at a minimum of **three (3) calendar days** prior to Bid Opening including all equipment and materials deemed equivalent to those specified and approved by the City. Submittals shall include comparative spec-data for each item of measurement of the specified equipment or material, and the proposed substitution. Information submitted of the proposed "or equal" shall be sufficiently detailed in the same units of measure as to allow the City to compare every aspect/feature of the proposed substitute in an efficient manner. Submittals without such detailed information will be automatically rejected.

10. **COMPETENCY OF BIDDERS.** In selecting the lowest responsive, responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Work covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder's experience as of recent date on the form entitled "INFORMATION REQUIRED OF BIDDER" bound herein.

11. **BID SECURITY.**

11.1 Each bidder must submit with the bid either a properly certified check upon some responsible bank, payable to the City of Escondido, or an approved corporate surety bond payable to the City of Escondido, for a sum of not less than **ten percent (10%)** of the aggregate sum of the bid, described by an actual dollar value, which check or bond, and the money represented thereby, shall be held by the City as a guarantee that the bidder, if awarded the contract, will in good faith enter into such contract and furnish the required bonds. All bid bonds shall be on the form provided in these specifications.

11.2 In the event the successful bidder fails, neglects, or refuses to enter into the contract to perform the Work, said check or bond shall be given as a guarantee that the bidder will enter into the contract if awarded the Work, and in case of

refusal or failure to enter into said contract, the check or bond, as the case may be, shall be payable to the Owner and retained as liquidated damages.

- 11.3 A bid received and not accompanied by such certified check or approved bond will be rejected.

12. BONDS.

12.1 The successful bidder will be required to furnish a Labor and Materials Bond simultaneously with the execution of the Agreement in a sum not less than **one hundred percent (100%)** of the total amount payable by the terms of the contract, and a Faithful Performance Bond in a sum not less than **one hundred percent (100%)** of the amount of the contract; said bonds shall be secured from a surety company duly licensed and admitted in the State of California, with a minimum rating as described in Article 5 of the General Conditions and with a responsible history satisfactory to the City Attorney. All bonds shall be of the form prescribed by the City, NOT on a bonding company's standard form. Surety companies, to be acceptable to the City, must be authorized to do business in the State of California and must be sufficient as set forth in the California Code of Civil Procedure.

12.2 Bidder may request a payment retention of twenty percent (**20%**) (five percent - **5%**- is standard) in lieu of providing a Labor and Material Bond and Faithful Performance Bond for any bid amount of \$25,000.00 or less.

13. INSURANCE REQUIREMENTS. For an explanation of the City's insurance requirements for this project, please refer to Article 5 of the General Conditions.

14. DISCREPANCIES IN BIDS. In the event there is more than one Bid item in a Bid Schedule, the Bidder shall furnish a price for all Bid items in the Schedule, and failure to do so will render the Bid non-responsive and shall cause its rejection. In the event there are unit price Bid items in a Bidding schedule and the amount indicated for a unit price Bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the BIDDER shall be bound by said correction. In the event there is more than one Bid item in a Bid Schedule and the total indicated for the Schedule does not agree with the sum of the prices Bid on the individual items, the prices Bid on the individual items shall govern and the total for the Schedule will be corrected accordingly, and the Bidder shall be bound by said correction.

15. MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS. Unauthorized conditions, limitations, or provisos attached to the Bid shall render it informal and may cause its rejection as being non-responsive. The Bid forms shall be completed without interlineations, alterations, or erasures in the printed text. Alternative Bids will not be considered unless called for. Oral, telegraphic, or telephonic Bids or modifications will not be considered.

16. WITHDRAWAL OF BID. The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Sealed Bids for receipt of Bids prior to the scheduled closing time for receipt of Bids. The withdrawal of a bid does not prejudice the right of a bidder to file a new bid before the bid opening.
17. AWARD OF CONTRACT AND EXECUTION OF AGREEMENT OR REJECTION OF ALL BIDS.
  - 17.1 Rejection of any or all proposals, to contract work with whomever and in whatever manner, to abandon Work entirely (or in part), and/or to waive any informality in receiving of bids is reserved as the right of the City. Before the contract is awarded, the City may at its sole discretion require from the proposed Contractor further documentation, information and/or data of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform such proposed contract and may consider such documentation, information and/or data before making its decision on the award of such proposed contract. The bidder whose responsible bid is the next highest to that which is subject of the award shall extend the award of a contract by twenty (20) days.
  - 17.2 The contract shall be awarded to the **lowest responsive and responsible bidder as interpreted by the City** and specified herein, and shall be entered into by the successful bidder within **fifteen (15) calendar days** after being notified by the Owner. The award, if made, will be made within **ninety (90) days** after the opening of proposals, or within **twenty (20) days** of final resolution of any bid protest(s), whichever is longer. Bids submitted shall remain open for acceptance in accordance with the foregoing sentence. The Contract for the Work will be awarded to the lowest responsive, responsible bidder complying with these instructions and with the "Notice Inviting Sealed Bids." The Escondido City Council, however, reserves the right to reject any or all bids, and to waive any informality in the bids received.
  - 17.3 In accordance with Section 5101 of the Public Contract Code a bidder shall not be relieved of the bid except by consent of the Escondido City Council nor shall any change be made in the bid because of mistake, but the bidder may bring an action against the City in a court of competent jurisdiction in North San Diego County for the recovery of the amount forfeited.
  - 17.4 The bidder to whom award is made shall execute the written Agreement with the City and furnish the stipulated bonds, evidence of insurance, and any other required documents (see Paragraphs 4, 12 and 13 of these instructions) within **fifteen (15) calendar days** after first written notice that the contract has been awarded. The agreement shall be on the form of the "Public Improvement Agreement" attached herein and forming a part of these specifications. Failure to do so as required shall expose the bidder to liability for all damages incurred,

including the difference in price (bid) of the next lowest, responsive, responsible bidder, and all costs and attorney's fees incurred to contract with another, including costs and fees to acquire judicial authorization to do so.

- 17.5 If the bidder to whom the award is made fails to enter into the contract as herein provided, the award may be nullified and an award may be made to the next lowest responsible bidder; and such bidder shall fulfill every stipulation embraced herein, as if that bidder were the party to whom the first award was made.
- 17.6 A Corporation to which an award is made shall furnish evidence of its corporate existence and evidence that the officer signing the contract and bonds for the corporate is duly authorized to do so.
- 17.7 Any proposal which, in the opinion of the City, is so unbalanced between the various contract items as to be detrimental to the interest of the City will be rejected.
18. RETURN OF BID SECURITY. Within **fourteen (14) days** after award of the contract, the City will, if requested in writing, return the Bid securities accompanying such Bids that are not being considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned, if requested, to the respective Bidders whose Bids they accompany.
19. LIQUIDATED DAMAGES. Provisions for liquidated damages are set forth in the Agreement.
- Liquidated damages schedule:
- If the project is delayed one (1) working day or more, the rate shall be \$500/calendar day regardless.
20. STIPULATED PRICES FOR EXTRA WORK. The Bidder's attention is directed to the General Conditions for stipulated equipment rental rates (State of California Business, Transportation, and Housing Agency – State of California Department of Transportation ('Caltrans') Construction Program Labor Surcharge and Equipment Rental Rates), stipulated labor rates (Prevailing wages) and stipulated mark-ups for overhead and profit (General Conditions Article 11).
21. ENCROACHMENT PERMIT. Prior to beginning work, the Contractor shall obtain a no-fee Encroachment Permit from the Field Engineering Office, 201 N. Broadway, Escondido. CONTRACTOR shall adhere to all requirements and provisions of said Encroachment Permit as though fully set forth herein. Please refer to project Appendices included herein.
22. LOCAL BUSINESS LICENSE. All CONTRACTORS, including Subcontractors, not already having a City of Escondido business license for the Work contemplated, shall be

- required to secure the appropriate license before performing Work. The awarded General Contractor shall obtain their license before a Contract can be executed.
23. **WORKERS' COMPENSATION REQUIREMENT.** The Bidder should be aware that in accordance with Section 3700 of the California Labor Code it will, if awarded the Contract, be required to secure the payment of compensation to its employees and execute the Workers' Compensation Certification in the form contained in these Contract Documents.
  24. **NONCOLLUSION DECLARATION.** All proposals must be accompanied by a completed Noncollusion Declaration. The bidder must certify that the Bid is genuine and is not sham or collusive, or made in the interest of or on behalf of any bidder not named in the bid, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other possible bidder to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.
  25. **PREVAILING WAGES.** The Director of the Department of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime work as set forth in Article IX of the Agreement. The CONTRACTOR must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the City's business office and are available to any interested party on request.
  26. **FORM OF CONTRACT.** The contract which the successful bidder(s) will be required to execute, if awarded the Work, will be in substantially the form attached to these Instructions.
  27. **FIELD AND HOME OFFICE OVERHEAD.** The attention of all Bidders is directed to all provisions of the Project Documents, and specifically, with respect to overhead expenses, Bidders are reminded that they are to include within bids all field and home office overhead expenses to perform work for the entire contract duration, as expressed in the Project Documents. Failure to do so is at Bidder's risk and the submission of a bid is an acknowledgement that no claim for extended overhead shall be made for any duration between the actual completion date, less than the full contract duration, which may have been able to be achieved if not for the conduct for which the City bears legal responsibility. Bidder may submit a reasonable schedule in which Bidder projects that it will complete the work under the contract in less time than permitted. If Bidder is unable to complete the work within its own projected time period, but completes the work within the contracted-for duration, Bidder waives any possible claim to or right to collect any additional amount for overhead expenses.
  28. **CITY HALL HOURS.** Bidders are advised that City Hall offices are open Monday through Friday, 8:00 a.m. to 5:00 p.m. The calendar is posted online at [www.escondido.org/city-hall-calendar.aspx](http://www.escondido.org/city-hall-calendar.aspx).

29. **BID PROTEST.** Bid protests must be received by the Clerk of the City of Escondido no later than 4:00 p.m. on the third working day following the bid opening. Bid protests submitted after that will not be accepted, and are considered null and void. Accepted bid protests shall be in writing and delivered to the City Clerk, with all accompanying documentation that the protesting bidder wants the City to review, including a complete statement for the basis of the protest, along with legal authority in support, if any. Once submitted, no additional information shall be accepted. The party filing the protest shall concurrently transmit a copy of the protest and accompanying documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Documentation providing confirmation that each party received bid protest information shall be included with information submitted to the City. Such parties shall include all other Bidders. Not doing so is cause for immediate rejection of the submitted protest.

The City shall review and respond in writing to such protest within ten (10) working days thereafter. The written determination of the City shall be final, with no further internal rights of appeal. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceeding against the City of Escondido.

30. **STANDARD SPECIFICATIONS.** The Project Documents/Contract Documents are defined in the attached General Conditions. The "Green Book" (Standard Specifications for Public Works Construction, 2015 edition and related supplements) shall be used as the standard specification for special provisions. The General Conditions shall take precedence over any reference to Sections 1-9 of the Green Book, unless otherwise noted.

- SECTION CONTINUES ON NEXT PAGE -

31. INSTRUCTIONS TO BIDDERS REGARDING SUBMISSION OF PROPOSAL.

WARNING: Bid proposals, bid bonds, and other bid documents shall be filled out and submitted at the correct time and place. Failure to follow these Instructions to Bidders, Section A-00100, may be cause for rejection of the bid. This page is intended to assist bidders in the submission of bids.

**Documents to be submitted by all bidders:**

<b>Title</b>	<b>Bid Forms Page Number(s)</b>	<b>Check “√” Box</b>
Bid Proposal and Schedule	A00300	
Subcontractors	A00400	
Information Required of Bidder	A00400	
Bidder’s Bond	A00400	
Non-Collusion Affidavit	A00400	
Field and Home Office Overhead	A00400	

- SECTION CONTINUES ON NEXT PAGE -

32. DOCUMENTS TO BE EXECUTED BY THE BIDDER WHO THE CITY DETERMINES IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

**These documents are to be executed by the bidder ONLY upon notification by the City:**

	<b>Title</b>	<b>Page</b>
1	Public Improvement Agreement	A00500
2	Faithful Performance Bond	A00610
3	Labor and Material Bond	A00620
4	City of Escondido Business License	A00630
5	Workers' Compensation Certificate	A00660
6	Encroachment Permit Application (Includes Traffic Control w/Haul Route)	Refer to Appendices. To be submitted to Field Engineering at or prior to the preconstruction meeting.
7	Escrow Agreement for Security Deposits in Lieu of Retention Form	Refer to the Appendices, to be submitted to Field Engineering at or prior to preconstruction meeting. Refer to Supplemental General Conditions, SGC-14.7A
8	Storm Water Pollution Protection Plan Permit, SWPPP/ BMPs, all as indicated in the Supplementary General Conditions	These forms, etc. are not included within. They shall be submitted to Field Engineering at or prior to preconstruction meeting.

– END OF SECTION –

## **BID PROPOSAL**

### **REBID - 2019 STREET REHABILITATION AND MAINTENANCE PROJECT**

CITY OF ESCONDIDO, SAN DIEGO COUNTY, CALIFORNIA

The Honorable City Council  
City of Escondido  
201 North Broadway  
Escondido, CA 92025-2798

Councilmembers:

The undersigned hereby proposes and agrees to furnish all of the material, labor, equipment, transportation, and services for the construction and completion of the work listed herein, and in strict conformity with the Plans, Specifications, and other contract documents on file at the Office of the City Clerk, Escondido, California, for the lump sum or unit prices listed herein.

Included in this Bid Proposal, are the following documents:

- Bid Schedule
- Designation of Subcontractors
- Information Required of Bidder
- Bidder's Bond
- Noncollusion Affidavit

Attached please find a certified check, No. \_\_\_\_\_ of the \_\_\_\_\_ Bank, for \$\_\_\_\_\_, which amount is not less than ten percent (10%) of the total amount of this bid; or Bidder's Bond for ten percent (10%) of the total bid.

The following schedule of estimated quantities of work is included for convenience of bidders and for comparison of bids only, and is not guaranteed to be correct. All bidders are requested to complete this schedule which will be binding on the bidder once the contract is awarded.

### BASE BID SCHEDULE

Item No.	Approx. Quantity	Item With Unit Price Written in Words	Unit Price	Amount
1.	1 LS	Mobilization and Demobilization (not to exceed Fifty Thousand Dollars) ..... ..... .....Per Lump Sum		
2.	1 LS	Storm Water and Environmental Control..... ..... .....Per Lump Sum		
3.	1 LS	Project Information Signs..... ..... .....Per Lump Sum		
4.	1 LS	Public Convenience, Safety, Traffic Control and Detours ..... ..... .....Per Lump Sum		
5.	30 EA	Adjust Ex Manhole Covers to Grade ..... .....Per Each		
6.	500 CY	Base Material ..... ..... ..... Per Cubic Yard		
7.	500 SY	Geo-Stabilization Fabric ..... ..... .....Per Square Yard		

Item No.	Approx. Quantity	Item With Unit Price Written in Words	Unit Price	Amount
8.	115,964 SF	3" Type III, Class B2or C2, PG 64-10 HMA Pavement for Full Removal streets. ..... ..... ..... Per Square Foot		
9.	380,307 SF	3" Type III, Class B2 or C2, PG 64-10 HMA for Partial Removal Streets. ..... ..... ..... Per Square Foot		
10.	181,808 SF	2" Type III, Class C2, PG 64-10 HMA for Partial Removal Streets. ..... ..... ..... Per Square Foot		
11.	1400 LF	Edge Work ..... ..... ..... Per Linear Foot		
12.	300,000 LF	(S) Crack Sealing ..... ..... ..... Per Linear Foot		
13.	3,353,344 SF	(S) Slurry –Type II EAS ..... ..... ..... Per Square Foot		
14.	1,191,390 SF	(S) ARAM w/Slurry – Type II EAS ..... ..... ..... Per Square Foot		
15.	58,345 LF	(S), (A) Furnish and Install Painted Lines 1 (Refer to specs for further details); ..... ..... ..... Per Linear Foot		

Item No.	Approx. Quantity	Item With Unit Price Written in Words	Unit Price	Amount
16.	34,554 LF	(S), (A) Furnish and Install Painted Lines 2 (Refer to specs for further details); ..... ..... ..... Per Linear Foot		
17.	3,015 LF	(S), (A) Furnish and Install Painted Lines 3 (Refer to specs for further details); ..... ..... ..... Per Linear Foot		
18.	6.798 LF	(S), (A) Furnish and Install Thermoplastic 12” Limit Line (Includes W/Y Crosswalk) per Caltrans Standard Plans A24E ..... ..... ..... Per Linear Foot		
19.	105 EA	(S), (A) Furnish and Install Thermoplastic Legends (Refer to specs for further details) ..... ..... ..... Per Each		
20.	111 EA	(S), (A) Furnish and Install Thermoplastic Arrows (Types I, IV (L/R), VII, VIII) per Caltrans Standard Plan A24A ..... ..... ..... Per Each		
21.	60 EA	(S), (A) Furnish and Install Painted Bike Symbols (Refer to specs for further details) ..... ..... ..... Per Each		
22.	65 EA	(S), (A) Furnish and Install Fire Hydrant Markers per SDRSD M-19. .... ..... ..... Per Each		
23.	126 EA	(S), (A) Furnish and Install Street Signs w/Pole per SDRSD M-45 ..... ..... ..... Per Each		

Item No.	Approx. Quantity	Item With Unit Price Written in Words	Unit Price	Amount
24.	15,533 SF	Construct 4-inch Thick PCC Sidewalk ..... ..... Per Square Foot		
25.	2,044 LF	Construct PCC Curb and Gutter ..... ..... Per Linear Foot		
26.	4,452 SF	Construct 7-inch Thick P.C.C. Cross Gutter ..... ..... Per Square Foot		
27.	7,239 SF	Construct 5.5-inch Thick Driveway (SDRSD G-14B) ..... ..... Per Square Foot		
28.	51 EA	Construct PCC Curb Ramp ..... .....Per Each		
29.	4 EA	Removing Small Street Tree < 12" in diameter. Contractor is directed to Attachments for tree locations. ..... .....Per Each		
30.	21 EA	Removing Medium Street Tree 12" – 24" in diameter. Contractor is directed to Attachments for tree locations. ..... .....Per Each		
31.	65 EA	Removing Large Street Tree > 24". Contractor is directed to Attachments for additional information ..... .....Per Each		

Item No.	Approx. Quantity	Item With Unit Price Written in Words	Unit Price	Amount
32.	90 EA	Furnish and Plant 15-gallon Street Tree ..... ..... .....Per Each		
33.	11 EA	Furnish and Install Root Barrier ONLY ..... ..... .....Per Each		
34.	42 EA	(S) Furnish & Install Induction Vehicle Detection Loops, Type E..... ..... .....Per Each		
35.	2 EA	(S), (A) Furnish & Install Vehicle Detection Cameras w/Infrastructure..... ..... .....Per Each		
36.	1 EA	(S), (A) Furnish & Install Vehicle Detection Camera Monitor ..... ..... .....Per Each		
37.	2 EA	(S), (A) Furnish & Install Vehicle Detection Camera Extension Rods ONLY ..... ..... .....Per Each		
38.	4 EA	Adjust Exist. Survey Monument Covers to grade ..... ..... .....Per Each		

**TOTAL BASE BID (Items 1 Through 38)**

\_\_\_\_\_

(Words)

\$ \_\_\_\_\_

(Figures)

---

**ADDITIVE ALTERNATE BID SCHEDULE**

39.	2898 Tons	Additive Alternate Item A – Fiber added to Hot Mix Asphalt ..... ..... ..... Per Ton		
40.	1 LS	Additive Alternate Item B – Additional Type III, Class B2 or C2, PG 64-10 HMA Pavement for identified streets. Refer to Attachment A and Special Provision Items 20, 22, 23 for additional information. ..... ..... .....Per Lump Sum		
41.	1 LS	Additive Alternate Item C – Additional Type III, Class B2 or C2, PG 64-10 HMA Pavement AND Street Treatment for identified streets. Refer to Attachment A and Special Provision Items 20, 22, 23 for additional information. ..... ..... .....Per Lump Sum		

**TOTAL ADDITIVE ALTERNATE BID (Items 39 and 41)**

\_\_\_\_\_

(Words)

\$ \_\_\_\_\_

(Figures)

**TOTAL BASE and ADDITIVE ALTERNATE BID (Items 1 Through 38, and 39 Through 41 inclusive)**

\_\_\_\_\_

(Words)

\$ \_\_\_\_\_

(Figures)

Notes:

(A) – Identifies bid items that may include quantities that will be available for use in the event project additive alternates are awarded.

(S) – Specialty Item. The Contractor is referred to Article E - Prime Contractors of the Notice Inviting Bids.

The extension of the unit prices and totals are for the convenience of the City to assist in announcing the apparent low bidder, but shall not be used to officially determine a low bidder. The City of Escondido shall verify the actual extended amounts from submitted unit prices to officially determine the lowest bid price. Where additive or deductive alternate bid items have been listed in the schedule, the City of Escondido has stated in advance which additive or deductive items shall be included with the Total Bid to determine the lowest bid price, but shall reserve the right to award only Base Bid work, or Base Bid and any combination of Additive Alternates.

**The City will use the Total Base and Additive Alternate Bid Items to determine a low bidder. Any reference elsewhere in these specifications shall now match this information.**

SCOPE. Part 1 of this section defines the bid items noted in the Bid Schedule, and describes measurement and payment provisions for each of the bid items.

Payment for all items of the Bid Schedule whether lump sum or unit price shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the date of opening of the bids, or within twenty (20) days of bid protest resolution (whichever is greater), or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a contract in substantially the form attached to these contract documents, and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered:

---

---

Our Public Liability and Property Damage Insurance is placed with \_\_\_\_\_

---

Our Workers' Compensation Insurance is placed with \_\_\_\_\_

---

Circular letters, bulletins, addenda, etc., bound with specifications or issued during the time of bidding are included in the proposal, and, in completing the contract, they are to become part thereof.

The receipt of the following addenda to the Project Documents (if any) is acknowledged:

Bid Addendum \_\_\_\_\_ Date \_\_\_\_\_ Bid Addendum \_\_\_\_\_ Date \_\_\_\_\_

Bid Addendum \_\_\_\_\_ Date \_\_\_\_\_ Bid Addendum \_\_\_\_\_ Date \_\_\_\_\_

Bid Addendum \_\_\_\_\_ Date \_\_\_\_\_ Bid Addendum \_\_\_\_\_ Date \_\_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Note: Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bid by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

**In signing this Bid Proposal below, the bidder acknowledges that:**

1. The plans and other Project Documents show conditions as they are believed to exist, but it may not be inferred that all the conditions shown do actually exist, nor shall the City, their officers, employees or agents be liable for any costs sustained by the Contractor as a result of any variance between conditions shown on the contract documents, and actual conditions revealed during examination or progress of the Work. (See Instructions to Bidders, Section 4.3).
2. Bidder has complied with the following:
  - A. The Bid is premised upon performing the Work required by the Project Documents without exception and includes such means, methods, techniques, sequences, or procedures of construction (if any) as may be required by the Project Documents;
  - B. Bidder has given the City written notice of all conflicts, errors, ambiguities, and discrepancies in the Project Documents;
  - C. The Project Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work. (See Instructions to Bidders, Section 4.10).
3. Any bid failing to comply with the requirements of this Proposal, with Section A-00100, or any other requirements of these bid specifications, may be considered as having modified these specifications and on that basis may be rejected. (See Instructions to Bidders, Section 5.1.G).
4. The CITY does not expressly or by implication agree that the actual amount of Work or material will correspond with unit price items, and reserves the right after award to increase or decrease the quantity of any unit price item of the Work by an amount up to and including **twenty-five percent (25%)** of any Bid item, without a change in the unit price, and shall include the right to delete any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount

not to exceed **twenty-five percent (25%)** of the Bid price, unless otherwise stated. (See Instructions to Bidders, Section 8).

5. Rejection of any or all proposals, to contract work with whomever and in whatever manner, to abandon Work entirely (or in part), and/or to waive any informality in receiving of bids is reserved as the right of the City. (See Instructions to Bidders, Section 17.1).
6. The contract shall be awarded to the **lowest responsive and responsible bidder as interpreted by the City** and shall be entered into by the successful bidder within **fifteen (15) calendar days** after being notified by the Owner. (See Instructions to Bidders, Section 17.2).

Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Project Documents. (See Instructions to Bidders, Section 4.7).

**In submitting and signing this bid, the person(s) signing below acknowledge the following:**

If awarded the contract, the undersigned agrees to sign said contract and furnish the necessary bonds and other required documents, in the form required, within 15 calendar days after the first written notice that the contract has been awarded to him or her.

The undersigned has checked carefully all of the prices quoted and understands that the City of Escondido will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

The undersigned declares that he has carefully examined the location of the proposed work, the Contract Documents, plans and specifications, has read and understood the Contract and Bid Documents, and all bid documents and materials, and hereby proposes to furnish all materials and do all the work required to complete the said work in accordance with said plans and specifications, for the unit and lump sum prices set forth in the preceding bid schedule.

**Signatures shall be in BLUE ink.**

Dated \_\_\_\_\_, 20\_\_\_\_

Signed (use BLUE ink) \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_

Additional Signature Lines if Applicable:

Signed \_\_\_\_\_

Print or Type Name \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_

Print or Type Name \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_

Print or Type Name \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

State of Incorporation if Applicable \_\_\_\_\_

Evidence of authority to bind corporation is attached.

## DESIGNATION OF SUBCONTRACTORS

In accordance with Section 4100-4114 of Public Contract Code the "Subletting and Subcontract Fair Practices Act", the bidder shall herein set forth the name, California contractor's license number, California Department of Industrial Relations ("DIR") registration number, and business location of each subcontractor who will perform work or labor or render service on this project as described in Paragraph 5.1.E of the Instructions To Bidders. *If there will be no subcontractors, write "NONE".* \_\_\_\_\_

No.	SUBCONTRACTOR
<b>1</b>	Name: Address: Phone No. Contractors License No. Contractor's DIR Registration No. Type & Description of Work or Line Item of Work: _____ Dollar Amount of Subcontract \$
<b>2</b>	Name: Address Phone No. Contractors License No. Contractor's DIR Registration No. Type & Description of Work or Line Item of Work: _____ Dollar Amount of Subcontract \$
<b>3</b>	Name: Address: Phone No. Contractors License No. Contractor's DIR Registration No. Type & Description of Work or Line Item of Work: _____ Dollar Amount of Subcontract \$
<b>4</b>	Name: Address: Phone No. Contractors License No. Contractor's DIR Registration No. Type & Description of Work or Line Item of Work: _____ Dollar Amount of Subcontract \$

No.	SUBCONTRACTOR
5	Name: Address: Phone No. Contractors License No. Contractor's DIR Registration No. Type & Description of Work or Line Item of Work:  Dollar Amount of Subcontract \$
6	Name: Address: Phone No. Contractors License No. Contractor's DIR Registration No. Type & Description of Work or Line Item of Work:  Dollar Amount of Subcontract \$
7	Name: Address: Phone No. Contractors License No. Contractor's DIR Registration No. Type & Description of Work or Line Item of Work:  Dollar Amount of Subcontract \$
8	Name: Address: Phone No. Contractors License No. Contractor's DIR Registration No. Type & Description of Work or Line Item of Work:  Dollar Amount of Subcontract \$
9	Name: Address: Phone No. Contractors License No. Contractor's DIR Registration No. Type & Description of Work or Line Item of Work:  Dollar Amount of Subcontract \$

Please attach additional sheets if needed

## INFORMATION REQUIRED OF BIDDER, GENERAL INFORMATION, JOB REFERENCES & CLAIMS

Bidder shall furnish the following information. Additional sheets may be attached if necessary.

1. Address: \_\_\_\_\_
2. Type of Firm: Individual \_\_\_ Partnership \_\_\_ Corporation \_\_\_
3. Telephone: \_\_\_\_\_
4. Contractor's License: State \_\_\_ License No. \_\_\_\_\_ Classes \_\_\_\_\_ Exp. Date \_\_\_\_\_
5. Contractor's DIR Registration No.  
\_\_\_\_\_
6. Names and titles of all members/officers of the firm:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Number of years as a contractor in construction work of this type: \_\_\_\_\_
8. All bidders shall list in chronological order, most recent first, the last five completed projects of all types:

No.	LIST LAST FIVE (5) COMPLETED PROJECTS OF ALL TYPES
<b>1</b>	Name and description: _____ Address: _____ Owner's Name: _____ Owner's Address: _____ Owner Contact Person: <span style="float: right;">Phone No.</span> _____ Engineer: <span style="float: right;">Phone No.</span> _____ Engineer's Address: _____ Date Completed (NOC): _____ Value of the Work \$ _____
<b>2</b>	Name and description: _____ Address: _____ Owner's Name: _____ Owner's Address: _____ Owner Contact Person: <span style="float: right;">Phone No.</span> _____ Engineer: <span style="float: right;">Phone No.</span> _____ Engineer's Address: _____ Date Completed (NOC): _____ Value of the Work \$ _____

Completed Projects continued:

<b>3</b>	Name and description:	
	Address:	
	Owner's Name:	
	Owner's Address:	
	Owner Contact Person:	Phone No.
	Engineer:	Phone No.
	Engineer's Address:	
	Date Completed (NOC):	
	Value of the Work \$	
	<hr/>	
<b>4</b>	Name and description:	
	Address:	
	Owner's Name:	
	Owner's Address:	
	Owner Contact Person:	Phone No.
	Engineer:	Phone No.
	Engineer's Address:	
	Date Completed (NOC):	
	Value of the Work \$	
	<hr/>	
<b>5</b>	Name and description:	
	Address:	
	Owner's Name:	
	Owner's Address:	
	Owner Contact Person:	Phone No.
	Engineer:	Phone No.
	Engineer's Address:	
	Date Completed (NOC):	
	Value of the Work \$	

8. List three projects completed by the **Prime Contractor** in the last five years that most resemble this project in scope and value:

No.	LIST THREE (3) COMPLETED SIMILAR PROJECTS
1	Name and description: ..... Address: ..... Owner's Name: ..... Owner's Address: ..... Owner Contact Person: Phone No. ..... Engineer: Phone No. ..... Engineer's Address: ..... Date Completed (NOC): ..... Value of the Work \$ .....
2	Name and description: ..... Address: ..... Owner's Name: ..... Owner's Address: ..... Owner Contact Person: Phone No. ..... Engineer: Phone No. ..... Engineer's Address: ..... Date Completed (NOC): ..... Value of the Work \$ .....
3	Name and description: ..... Address: ..... Owner's Name: ..... Owner's Address: ..... Owner Contact Person: Phone No. ..... Engineer: Phone No. ..... Engineer's Address: ..... Date Completed (NOC): ..... Value of the Work \$ .....

List three projects completed by the **ARAM Contractor/Subcontractor** in the last five years that most resemble this project in scope and value:

No.	LIST THREE (3) COMPLETED SIMILAR PROJECTS	
1	Name and description:	
	Address:	
	Owner's Name:	
	Owner's Address:	
	Owner Contact Person:	Phone No.
	Engineer:	Phone No.
	Engineer's Address:	
	Date Completed (NOC):	
	Value of the Work \$	
2	Name and description:	
	Address:	
	Owner's Name:	
	Owner's Address:	
	Owner Contact Person:	Phone No.
	Engineer:	Phone No.
	Engineer's Address:	
	Date Completed (NOC):	
	Value of the Work \$	
3	Name and description:	
	Address:	
	Owner's Name:	
	Owner's Address:	
	Owner Contact Person:	Phone No.
	Engineer:	Phone No.
	Engineer's Address:	
	Date Completed (NOC):	
	Value of the Work \$	

List three projects completed by the **Slurry Contractor/Subcontractor** in the last five years that most resemble this project in scope and value:

No.	LIST THREE (3) COMPLETED SIMILAR PROJECTS	
1	Name and description:	
	Address:	
	Owner's Name:	
	Owner's Address:	
	Owner Contact Person:	Phone No.
	Engineer:	Phone No.
	Engineer's Address:	
	Date Completed (NOC):	
	Value of the Work \$	
2	Name and description:	
	Address:	
	Owner's Name:	
	Owner's Address:	
	Owner Contact Person:	Phone No.
	Engineer:	Phone No.
	Engineer's Address:	
	Date Completed (NOC):	
	Value of the Work \$	
3	Name and description:	
	Address:	
	Owner's Name:	
	Owner's Address:	
	Owner Contact Person:	Phone No.
	Engineer:	Phone No.
	Engineer's Address:	
	Date Completed (NOC):	
	Value of the Work \$	

9. Bidders must submit a list of all Claims equal to or greater than \$100,000.00, which have been submitted by the Bidder in the last five (5) years.

No.	LIST ALL CLAIMS GREATER THAN \$100,000.00 IN THE LAST 5 YRS
1	Date: Project: Location: Owner: Purpose of Claim: Claim Amount \$
2	Date: Project: Location: Owner: Purpose of Claim: Claim Amount \$
3	Date: Project: Location: Owner: Purpose of Claim: Claim Amount \$
4	Date: Project: Location: Owner: Purpose of Claim: Claim Amount \$
5	Date: Project: Location: Owner: Purpose of Claim: Claim Amount \$
6	Date: Project: Location: Owner: Purpose of Claim: Claim Amount \$

Attach additional sheets if needed.

10. Have you ever failed to complete a project? If so, explain:

---

---

---

11. Have you ever been terminated for default or convenience? If so, explain in detail:

---

---

---

12. Person(s) who inspected site of the proposed work for your firm:

Name(s): \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

13. NOTE: If requested by the City, the bidder shall furnish an audited financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of the current financial condition.

All representations are made under penalty of perjury.

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

The signatures appearing above must be the same as those affixed to the Bid Proposal on the preceding pages.

## BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENT, that we, \_\_\_\_\_,  
as Principal and \_\_\_\_\_, as Surety, are held  
and firmly bound unto the CITY OF ESCONDIDO, CALIFORNIA ("City") in the penal sum of  
ten percent (10%) OF THE TOTAL AMOUNT OF THE BID OF THE PRINCIPAL submitted to  
the City for the work described below, lawful money of the United States, for the payment of  
which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and  
successors jointly and severally, firmly by these presents. If the penal sum is expressed as a  
percentage rather than in dollars, Surety waives any and all claims it may have against City at law  
or in equity regarding the amount of this bond.

The condition of this obligation is such that whereas the Principal has submitted the accompany-  
ing bid incorporated herein, dated \_\_\_\_\_, 20\_\_, for the

### **Rebid - 2019 Street Rehab and Maintenance Project**

Now, THEREFORE, if the Principal shall not withdraw said bid within ninety (90) days after the  
opening of the same or within twenty (20) days of any bid protest being resolved, whichever is  
greater, and shall within fifteen (15) calendar days after the first written notice that the contract  
has been awarded to him enter into a written contract with the City in accordance with the bid as  
accepted, and if the Principal shall give the required bonds with good and sufficient surety or  
sureties for the faithful performance and proper fulfillment of such Contract and for the protection  
of laborers and material men, or in the event of the withdrawal of said bid within the periods  
specified, or the failure to enter into said Contract and give such bonds within the time specified,  
if the Principal shall within sixty (60) days after request by the City pay the City the difference  
between the amount specified in said bid and the amount for which the City may procure the  
required work and/or supplies, if the latter amount be in excess of the former, then the above  
obligation shall be void and no effect, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by City and judgment is recovered, the surety shall pay  
all costs incurred by the City in such suit, including reasonable attorney's fees. These costs shall  
be in excess to the penal sum amount.

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

\*NOTE: This form is not to be used where bidder's security is provided by deposit of cashier's check, cash, or certified check. If the penal sum is expressed as percentage rather than in dollars, Surety waives any and all claims it may have at law or in equity against City regarding the amount of this bond.

Two Witnesses (if individual)

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

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

ATTEST: (if corporation)

\_\_\_\_\_  
Title

Corporate Seal

\_\_\_\_\_  
Surety

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

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
Title

Corporate Seal

NOTE: Signature of those executing Surety must be properly acknowledged by a Notary Public.

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, City Attorney

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

**NONCOLLUSION DECLARATION  
TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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

_____	_____
Signature	Signature
Title _____	Title _____
Of _____	Of _____

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, City Attorney

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

## **FIELD AND HOME OFFICE OVERHEAD**

The attention of all Bidders is directed to all provisions of the Project Documents, and specifically, with respect to overhead expenses, Bidders are reminded that they are to include within bids all field and home office overhead expenses to perform work for the entire contract duration, as expressed in the Project Documents. Failure to do so is at Bidder's risk and the submission of a bid is an acknowledgement that no claim for extended overhead shall be made for any duration between the actual completion date, less than the full contract duration, which may have been able to be achieved if not for the conduct for which the City bears legal responsibility. Bidder may submit a reasonable schedule in which Bidder projects that it will complete the work under the contract in less time than permitted. If Bidder is unable to complete the work within its own projected time period, but completes the work within the contracted-for duration, Bidder waives any possible claim to or right to collect any additional amount for overhead expenses.

In submitting a bid for this project, I agree to the above terms.

\_\_\_\_\_  
Signature of Bidder

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

## PUBLIC IMPROVEMENT AGREEMENT

This "Agreement", dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the County of SAN DIEGO, State of California, is by and between **THE CITY OF ESCONDIDO** (hereinafter referred to as "CITY"), and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR").

The CITY and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. The complete contract includes all of the Project Documents described in the General Conditions, which are incorporated by reference. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. CONTRACTOR shall perform, within the time set forth in Paragraph 4 of this Agreement, everything required and reasonably inferred to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete contract and required for construction of

### **REBID - 2019 STREET REHABILITATION AND MAINTENANCE PROJECT**

All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications and all provisions of the complete contract as hereinabove defined. The CONTRACTOR shall be liable to the CITY for any damages and resulting costs, including consultants' costs, arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project documents. Such protest shall not be effective unless reduced to writing and filed with the CITY within **three (3) working days** of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project documents.

3. CITY shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
4. The work shall be commenced on or before the tenth (10th) working day after receiving the CITY'S Notice to Proceed and shall be completed within **One Hundred (100) working days** from the date specified in the Notice to Proceed.
5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage(s), in accordance with Government Code Section 53069.85, it is agreed



- (3) Any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR upon or in connection with the work called for in this Project, except for liability resulting from the sole active negligence, or willful misconduct of the CITY.
- (b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs on or off City property.
- (c) Any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. 2001-01), and updates or renewals, of the California Regional Water Quality Control Board Region 9, San Diego, which the CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction, reconstruction, maintenance, and/or repair of the work under this Agreement.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suit, or other proceedings that may be brought or instituted against the CITY, its governing board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the CITY, its governing board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

- 8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, of every tier, to take out and maintain:
  - (a) General Liability and Property Damage Insurance as defined in the General Conditions in the amount with a combined single limit of not less than **\$3,000,000 per occurrence**.
  - (b) Course of Construction / Builder's Risk Insurance. See Article 5.2 of General Conditions.
  - (c) Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to the above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:
    - (1) Automotive and truck where operated in amounts as above
    - (2) Material hoist where used in amounts as above
  - (d) Workers' Compensation Insurance.
  - (e) Each insurance policy required above must be acceptable to the City Attorney, as follows:
    - (1) Each policy must name the CITY specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation and the Errors and Omissions policies.

- (2) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A-rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
  - (3) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
- (f) In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within 14 days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. This Agreement is subject to California Public Contract Code Section 22300, which permits the substitution of securities for any monies withheld by the City under this Agreement, and permits the CONTRACTOR to have all payments of earned retentions by the City paid to an escrow agent at the expense of the CONTRACTOR.
10. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.
11. The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Escondido City Council.
12. CONTRACTOR shall comply with those provisions of the Labor Code requiring payment of prevailing wages, keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions, and shall file the required workers' compensation certificate before commencing work. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post any job site notices required by regulation.
13. The terms "Project Documents" and/or "Contract Documents" where used, shall refer to those documents included in the definition set forth in the General Conditions made a part hereof.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of CITY by its officers thereunto authorized and by CONTRACTOR, the date and year first above written.

CITY OF ESCONDIDO  
a municipal corporation  
201 North Broadway  
Escondido, CA 92025

By: \_\_\_\_\_  
Zack Beck, City Clerk

By: \_\_\_\_\_  
Paul McNamara, Mayor

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, City Attorney

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

**CONTRACTOR**

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

By: \_\_\_\_\_  
Signature\*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(Second signature required only for corporation)

By: \_\_\_\_\_  
Signature\*\*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

(CORPORATE SEAL OF CONTRACTOR, if  
corporation)

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

\*If CONTRACTOR is a corporation, the first signature must be by one of the following officers of the corporation: Chairman of the Board, President, or any Vice President.

\*\*If CONTRACTOR is a corporation, the second signature must be by a different person from the first signature and must be by one of the following officers of the corporation: Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

## SECTION A-00610 - FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT,

That \_\_\_\_\_ ("Contractor") and \_\_\_\_\_ ("Surety") are held and firmly bound unto the CITY OF ESCONDIDO ("Owner") in the sum of \_\_\_\_\_ Dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has been awarded and is about to enter into a contract with Owner to perform all work required under the Bid Schedule(s) of the Owner's specifications entitled,

### **REBID - 2019 STREET REHABILITATION AND MAINTENANCE PROJECT**

WHEREAS, the provisions of the Contract are incorporated by reference into this Faithful Performance Bond and shall be part of Surety's obligation hereunder.

NOW THEREFORE, if Contractor shall perform all the requirements of said contract required to be performed on his part, at the times and in the manner specified herein, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

PROVIDED, that

- (1) Any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release Contractor or Surety thereunder;
- (2) Any extensions of time granted under the provisions of Contract shall not release either Contractor or Surety from their respective obligations to Owner;
- (3) Notice of any such alterations or extensions of the Contract is hereby waived by Surety;
- (4) Any payments (including progress payments) made on behalf of Owner to Contractor after the scheduled completion of the work to be performed pursuant to the Contract shall not release either Contractor or Surety from any obligations under the Contract or this Faithful Performance Bond, or both, including any obligation to pay liquidated damages to Owner; and
- (5) To the extent Owner exercises its rights pursuant to this Bond, Owner shall be entitled to demand performance by the surety and be further entitled to recover, in addition to all other remedies afforded by law, its reasonably incurred costs to complete the work, attorney's fees and consultant costs, as well as actual costs incurred by OWNER for the

increased dedication/commitment of time of OWNER's employees to the Project. These costs shall be in addition to the penal sum of the bond.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone No.

(SEAL)

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, City Attorney

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

## SECTION A-00620 - LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENT,

That \_\_\_\_\_ as Contractor, and \_\_\_\_\_ as Surety, are held and firmly bound unto the CITY OF ESCONDIDO, hereinafter called Owner, in the sum of \_\_\_\_\_ dollars, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said Owner to perform all work required under the Bid Schedule(s) of the Owner's specifications entitled,

### **REBID - 2019 STREET REHABILITATION AND MAINTENANCE PROJECT**

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, or for amounts due under the Unemployment Insurance Code, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of the time granted under the provisions of said contract release either said Contractor or said surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone No.

(SEAL)

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, City Attorney

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

**SECTION A-00630 - CITY OF ESCONDIDO BUSINESS LICENSE**

In accordance with Municipal Code Section 16, the successful bidder is required to obtain a City of Escondido Business License prior to execution of contract.

The following information must be submitted to the City Clerk prior to execution of contract:

City of Escondido Business License No. \_\_\_\_\_

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

Name of Licensee \_\_\_\_\_

\_\_\_\_\_

## SECTION A-00660 - WORKERS' COMPENSATION INSURANCE CERTIFICATE

If self-insured for Workers' Compensation, the Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, Sections 1860 and 1861, and I will comply with such provisions before commencing the performance of the work of the contract.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Contractor

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

**SAMPLE NOTICE**  
**(REQUIRED UNDER GENERAL CONDITIONS, ARTICLE 6.1.B)**  
**TO THE PEOPLE ON THIS STREET:**

WITHIN THE NEXT FEW DAYS, WORK WILL BE STARTED ON THE FOLLOWING PROJECT:

**REBID - 2019 STREET REHABILITATION AND MAINTENANCE PROJECT**

The work may cause some inconvenience, but will be of permanent benefit.

We shall appreciate your cooperation in the following matters:

1. Please be alert when driving or walking in the construction area.
2. Tools, materials and equipment are attractive to children. For the safety of the children, please keep them away.
3. Please report all inconvenience to the Foreman on the job, or to the City of Escondido Field Engineering Inspection Office, 839-4664. The name and phone number of the contractor are given below.

This work is being performed for the City of Escondido by:

We will endeavor to complete this work as rapidly as possible and with a minimum of inconvenience to you.

---

## SECTION A-00700 - GENERAL CONDITIONS

### SECTION INDEX

	<u>Page Number</u>
<b>ARTICLE 1 – DEFINITIONS</b> .....	A-00700-5
<b>ARTICLE 2 – PRELIMINARY MATTERS</b>	
2.1 Delivery of Bonds and Insurance Certificates.....	10
2.2 Copies of Documents .....	10
2.3 Escrow of Bid Documents .....	10
2.4 Commencement of Contract Times; Notice to Proceed .....	13
2.5 Starting the Work .....	13
2.6 Continuing the Work.....	13
2.7 Preconstruction Meeting .....	13
2.8 City Observed Holidays.....	13
<b>ARTICLE 3 – INTENT AND USE OF CONTRACT DOCUMENTS</b>	
3.1 Review of Contract Documents, Drawings, and Specifications .....	14
3.2 Detail Drawings and Instructions .....	15
3.3 Referenced Standard .....	16
3.4 Amending Contract Documents .....	16
3.5 No Assignment.....	16
3.6 Reuse of Documents .....	16
<b>ARTICLE 4 – SITE OF THE WORK</b>	
4.1 Availability of Lands .....	16
4.2 Soils Investigation Report and Claims for Concealed or Unknown Conditions.....	17
4.3 Physical Conditions – Underground Utilities.....	17
4.4 Hazardous Materials .....	19
4.5 Reference Points.....	20
<b>ARTICLE 5 – BONDS AND INSURANCE</b>	
5.1 Bonds.....	20
5.2 Liability, Property, Fire, Builder's Risk, and Other Insurance Requirements .....	21
5.3 Proof of Carriage Insurance .....	22
<b>ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES</b>	
6.1 Communications .....	24
6.2 Independent CONTRACTOR .....	24
6.3 CONTRACTOR License.....	25
6.4 CONTRACTOR Registration.....	25
6.5 Change In Name and Nature of CONTRACTOR's Legal Entity .....	25
6.6 CONTRACTOR Superintendent.....	25
6.7 CONTRACTOR Supervision .....	25
6.8 Field Measurements, Layout, Record Drawings, and Field Engineering.....	26
6.9 Details of the Work .....	26
6.10 Means and Methods .....	26
6.11 Subcontractors.....	26
6.12 Duty to Provide Fit Workers.....	27
6.13 Overtime .....	27
6.14 Materials and Work.....	28
6.15 Access to CONTRACTOR's Records .....	29
6.16 CONTRACTOR's Substitution of "Or Equal" Items.....	29

6.17	Permits .....	30
6.18	Patent Fees and Royalties .....	31
6.19	Laws and Regulations .....	31
6.20	Taxes.....	31
6.21	Use of Premises.....	31
6.22	Safety and Protection .....	32
6.23	Emergencies .....	33
6.24	Submittals.....	33
6.25	CONTRACTOR's General Warranty and Guarantee .....	37
6.26	Indemnification .....	39
6.27	CONTRACTOR's Daily Reports .....	40
6.28	CONTRACTOR Payments.....	40
6.29	Dial Before You Dig.....	40
6.30	Documents on Work .....	41
6.31	Temporary Utilities .....	41
6.32	Sanitary Facilities.....	41
6.33	Cleaning Up.....	41
6.34	Wage Rates.....	42
6.35	Hours of Work.....	43
6.36	Apprentices.....	44
6.37	First Aid.....	45
6.38	Protection of Persons and Property.....	45
6.39	Accessibility Requirements .....	46

**ARTICLE 7 – OTHER WORK**

7.1	Other Contracts .....	46
7.2	Integration of Work.....	47

**ARTICLE 8 – THE CITY'S RESPONSIBILITIES**

8.1	Communications .....	47
8.2	Observations on the Site .....	47
8.3	Project Representation .....	47
8.4	Clarifications, Requests for Information .....	47
8.5	Authorized Variations in Work .....	47
8.6	Rejecting Work.....	47
8.7	CONTRACTOR Submittals, Change Orders, and Payments.....	47
8.8	Decisions on Disputes .....	48
8.9	Limitation of City's Responsibilities .....	48
8.10	Lands, Easements, and Surveys.....	48
8.11	Reports and Drawings.....	48
8.12	Suspension of Work.....	48
8.13	Termination of Agreement.....	48
8.14	Undisclosed Hazardous Environmental Conditions .....	48

**ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

9.1	The Engineer of Work .....	49
-----	----------------------------	----

**ARTICLE 10 – CHANGES IN THE WORK**

10.1	General .....	49
10.2	Allowable Quantity Variations .....	50

**ARTICLE 11 – CHANGE OF CONTRACT PRICE**

11.1	General .....	50
------	---------------	----

11.2	Cost of Work – Force Account (Based on Time and Materials) .....	52
11.3	Overhead and Profit (O&P) Percentage Schedule .....	54
11.4	CONTRACTOR's Daily Extra Work Report.....	55
11.5	CONTRACTOR Shall Provide Notice .....	55
11.6	Costs Related to Weather/Force Majeure.....	56

**ARTICLE 12 – CHANGE OF CONTRACT TIMES**

12.1	General .....	56
12.2	Extensions of Contract Times for Delay Due to Weather .....	57
12.3	Ownership of Project Schedule Float/Early Completion.....	57
12.4	Extensions of Time Liquidated Damages .....	57

**ARTICLE 13 – INSPECTIONS AND TESTS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

13.1	Authority of Inspector .....	58
13.2	Inspection .....	58
13.3	Notice of Defective Work.....	58
13.4	Access to Work .....	58
13.5	Inspections and Tests .....	58
13.6	The City May Stop the Work.....	60
13.7	Correction or Removal of Defective Work .....	60
13.8	Acceptance of Defective Work.....	60
13.9	The City May Correct Defective Work .....	60
13.10	Correction Period .....	61

**ARTICLE 14 – PAYMENTS TO CONTRACTOR, RETENTION AND COMPLETION**

14.1	Application for Progress Payment.....	61
14.2	Unit Price Bid Schedule.....	64
14.3	Schedule of Values (Lump Sum Price Breakdown) .....	64
14.4	Allowances .....	64
14.5	Waiver, Conditional Release, Release of Claims (Forms) .....	65
14.6	Retention .....	71
14.7	Substitution of Securities, Escrow Account .....	71
14.8	CONTRACTOR's Warranty of Title, Assignment of Antitrust Actions.....	72
14.9	Review of Application for Progress Payment .....	72
14.10	Partial Occupation / Utilization .....	74
14.11	Project Completion.....	74
14.12	Final Application for Payment.....	75
14.13	Final Payment and Acceptance.....	75
14.14	Release of Retention and Other Deductions.....	76

**ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

15.1	City's Right to Terminate Agreement.....	76
15.2	Termination of the Agreement by the City for Convenience .....	77

**ARTICLE 16 – CONSTRUCTION CLAIMS, WAIVER AND RELEASE FORMS, DISPUTES, FALSE CLAIMS ACT**

16.1	CONTRACTOR Claims .....	78
16.2	Disputes – The City's and Engineer's Decisions .....	79
16.3	False Claims Act Certification.....	80

**ARTICLE 17 – MISCELLANEOUS**

17.1	Giving Notice .....	80
17.2	Title to Materials Found on the Work .....	81
17.3	Right to Audit.....	81
17.4	Survival of Obligations .....	81
17.5	Controlling Law .....	81
17.6	Severability.....	81
17.7	Waiver .....	81
17.8	Prohibited Interests.....	82
17.9	California Public Contract Code § 9204.....	82
17.10	California Public Contract Code § 20104.....	85
17.11	California Public Contract Code § 20104.2.....	85
17.12	California Public Contract Code § 20104.4.....	86
17.13	California Public Contract Code § 20104.6.....	87

## ARTICLE 1 – DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated in this Article 1, with meanings applicable to both the singular and plural forms thereof. Descriptions of these terms are binding, and form an integral part of these General Conditions.

**Addenda** – Written or graphic representations issued prior to the opening of Bids which make additions, deletions, or revisions to the Contract Documents.

**Agreement** – The written Public Improvement Agreement Contract between the City and the CONTRACTOR covering the Work to be performed; other documents are attached to the Agreement and made a part thereof as provided therein.

**Application for Payment** – The form accepted by the City which is to be used by the CONTRACTOR to request progress payments or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

**Approval** – The written authorization by the Engineer or City for specific applications. Approvals required by the Escondido City Council shall mean the approval of a specific resolution by that Council.

**Asbestos** – Any material that contains more than one percent (1%) asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

**As directed, accepted, rejected, approved,** or others of similar meaning which authorize any exercise of judgment shall be distinctly understood to mean that such power to direct, accept, reject, and approve shall be vested only in the City and/or the Engineer.

**As shown, as indicated, and as detailed** refer to drawings accompanying the specification.

**Bid** – The offer or proposal of the Bidder, submitted on the prescribed form, setting forth the price or prices for the Work.

**Bonds** – Bid, performance, and Payment Bonds as well as other instruments of security.

**Called For** – As called for, shown, noted, and/or indicated in the specifications and/or drawings.

**City** – The City of Escondido with whom the CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

**Clarification** – A document issued by the Engineer to the CONTRACTOR that interprets the requirement(s) and/or design intent of the Contract Documents, which may not represent an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times.

**Competent Person** – *"One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and has authorization to take prompt corrective measures to eliminate them."* Excerpt from the California Occupational Safety and Health Standards Board.

**Confined Space** – *"Confined space means a space that:*

- (1) *Is large enough and so configured that an employee can bodily enter and perform assigned work;*
- (2) *Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and*
- (3) *Is not designed for continuous employee occupancy."* Excerpt from Title 8, General Industry Safety Orders Section 5157.

**Construction Administration Documents: Terms, uses and protocols-** Notwithstanding any other provisions in the General Conditions, the following terms and definitions shall be used.

- (1) **CCD** – The term "CCD" shall mean Construction Change Directive. The CCD is a written instrument prepared by the City or its designee and submitted to the CONTRACTOR. The CCD is a written order directing a change in the Work and stating the required pricing method, if any, in the contract sum, and the Contract Time adjusted to reflect a previously approved Fragnet, if any. The CCD, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions, or other revisions within. The CCD shall become

effective when the City has signed the CCD (CONTRACTOR signature is not required). If the CCD results in additional time, the CONTRACTOR shall provide a Fragnet Submittal within **fourteen (14) days**. If the Fragnet Submittal is approved, the Contract Time adjustment shall be incorporated into originating CCD, or incorporated into a separate CCD and/or a Change Order (CO). The approved Fragnet, if any, shall become incorporated into the next monthly schedule update to reflect the time impact(s).

- (2) **CO** – The term "CO" shall mean Change Order. The Change Order shall state the change in Work and the contract sum and/or time adjustments, if any. RFP's, FO's and/or CCDs may be incorporated into a Change Order after any adjustments in the contract sum and/or time have been reviewed and accepted by the City. The Change Order and items contained therein cannot be incorporated into the progress payments until the Change Order has been fully executed and accepted by the Contractor and the City.
- (3) **COR** – The term "COR" shall mean Change Order Request. The COR is a written instrument prepared by the CONTRACTOR and submitted to the City. The COR is the CONTRACTOR's method for requesting the full and complete terms for changes in the contract sum and/or time, if any. All of the terms of the COR need to be presented without reservations so that the City and/or Engineer can consider the full impact of the COR. The request shall provide an explanation of the basis for entitlement referenced by or based on the Contract Documents. The City shall endeavor to respond to the COR on or within **twenty-one (21) days** of receipt.
- (4) **FO** – The term "FO" shall mean Field Order. A Field Order may be approved by the Inspector, at the City's discretion. A written order signed by the City, which may or may not involve a change in the Work, without invalidating the Contract, within the general scope of the Contract. If the FO results in additional time, the CONTRACTOR shall provide a Fragnet Submittal within **fourteen (14) days**. If the Fragnet Submittal is approved, the Contract Time adjustment shall be incorporated into the next monthly schedule update to reflect the time impact, if any.
- (5) **RFI** – The term "RFI" shall mean Request for Information. An RFI is a written instrument prepared by the CONTRACTOR and submitted to the City or its designee. An RFI shall be considered a tool for requesting additional information above and beyond that which is available in the Contract Documents and all reference standards, as well as fulfilling the Contract coordination requirements for which the CONTRACTOR is obligated to perform. The RFI shall not be used for requesting design and/or material substitutions.

Prior to issuing an RFI, the CONTRACTOR, Subcontractors, material suppliers and the like shall thoroughly review the Contract Documents and refer to all reference standards for the information sought.

When submitting an RFI, the document shall specify the date issued and the date the information is needed by. However, the contractual response time shall be **fourteen (14) days** from the date the City or its designee receives the RFI. The CONTRACTOR shall plan its work and submit questions in sufficient time to accommodate the response time. For those contracts requiring a CPM schedule, the CONTRACTOR shall include in the RFI the CPM Activity Number and the originating Subcontractor.

The CONTRACTOR shall make efforts to coordinate the work in a timely fashion so as to alleviate priority RFIs. If the RFI is considered a priority, the CONTRACTOR shall state the word "Priority" on the document, and the CONTRACTOR shall provide weekly

RFI Priority Schedules. The CONTRACTOR shall issue and maintain weekly RFI Priority Schedules.

The RFI Priority Schedule shall include a listing of pending requests, including the most current request, which ranks the RFIs in order of priority. The Engineer shall endeavor to respect the CONTRACTOR's requested order of priorities and requested response dates.

The Engineer's response to the RFI shall be considered a Supplemental Instruction (SI) in which the contract sum and/or time is not altered. If the RFI response alters the contract sum and/or time, a Construction Change Directive (CCD) or a Request for Proposal (RFP) may be issued for the changed condition(s).

Should the CONTRACTOR determine the response to the RFI creates changes in the contract sum and/or time, the CONTRACTOR must submit a Change Order Request (COR) to the City for review and decision along with a Fragnet if required.

- (6) **RFP** – The term "RFP" shall mean Request for Proposal. The RFP is a written instrument prepared by the City and submitted to the CONTRACTOR. The RFP is a request for changes in the contract sum and/or time, and a proposal for potential change in contract conditions, for which the contract sum and/or time may or may not be affected. The CONTRACTOR shall provide the full and complete terms of the request in a Change Order Request (COR) within **fourteen (14) days**: If the RFP results in added time, the CONTRACTOR shall provide a Fragnet Submittal within the same **fourteen (14) days**. If the City accepts the full terms of the RFP, the RFP shall be incorporated into a Construction Change Directive (CCD) and/or a Change Order (CO), and/or a Field Order (FO) and the approved Fragnet, if any, shall become incorporated into the next monthly schedule update to reflect the time impact(s).
- (7) **SI** – The term "SI" shall mean Supplemental Instruction. The SI is a written instrument prepared by the Engineer and submitted to the CONTRACTOR. The SI can order changes in the Work that do not affect the contract sum and/or time. Supplemental Instructions can also be made in an RFI response by issuing a formal SI document or by written letter from the City's or its designee's office.

**Contract Price** – The total monies payable by the City to the CONTRACTOR under the terms and conditions of the Contract Documents.

**Contract Time** – The duration of the Project as defined in the Agreement.

**Contractor** – The individual, partnership, corporation, joint venture, or other legal entity with whom the City has executed the Agreement.

**Day** – Days shall be considered calendar days and measured from midnight to the next midnight.

**Defective work**- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to the final payment.

**Deficiency List** – A list maintained by the City, representing an ongoing list of items that do not conform to the Contract Documents. The Deficiency List is added to the Punch-List when the CONTRACTOR asserts that the Work is complete.

**Deficiency Notice** – A notice from the City to the CONTRACTOR describing work that does not conform to the Contract Documents.

**Delay Days** – Delay Days shall be considered working days. Assuming a 5-day workweek, delay days shall be converted into calendar days by a factor of 1.4. Hence 10 Delay Days equal 14 Calendar Days. Delay Days will be evaluated and identified as one of the three categories listed below. Excusable delays will create adjustments in the Contract Time. Compensable delays will create

adjustments in both the contract sum and Contract Time. In the event of concurrent delays caused by the City and CONTRACTOR or its subcontractors, material men or suppliers, no delay damages are recoverable by either the City or the CONTRACTOR, but an extension in time shall be granted for each contemporaneous Delay Day occurring on the critical path. Contemporaneous delays shall be evaluated using a schedule fragnet(s), schedule updates, daily reports, notices, and any other records of delaying events. In the event of a delay, the CONTRACTOR shall provide a Notice of Delay in accordance with Article 11.5 "CONTRACTOR SHALL PROVIDE NOTICE" and submit a schedule fragnet depicting the delay with all substantiating documentation within **fourteen (14) days** of the event.

<u>Excusable &amp; Compensable</u>	<u>Excusable &amp; Non-Compensable</u>	<u>Inexcusable</u>
Delays caused by the City, the Engineer, or the City's separate Contractor(s).	<ol style="list-style-type: none"> <li>1. Unusual weather</li> <li>2. Strikes or labor shortages</li> <li>3. Acts of God</li> <li>4. Fires, war, acts of government &amp; pestilence</li> <li>5. Unusual and unanticipated delays in manufacturing and/or deliveries of materials and/or equipment</li> <li>6. Concurrent Delays</li> </ol>	Delays caused by the CONTRACTOR, Subcontractor(s), material-men or suppliers.

- (1) **Concurrent Delay** – Delays caused by both the Contractor and the City and occurring at the same time; existing together, relating to same activity or activities, and affecting the critical path.
- (2) **Contemporaneous Delay** – Delays existing or happening in the same period of time.

**Drawings** – The drawings, plans, maps, profiles, diagrams, and other graphic representations which indicate the character, location, nature, extent, and scope of the Work and which have been prepared by the Engineer and are included and/or referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

**Effective Date of the Agreement** – The Effective Date is indicated in the Agreement, but if no such date is indicated, the Effective Date is when the Agreement is signed and delivered by the last of the two parties.

**Engineer** – The individual, partnership, corporation, joint venture, or other legal entity designated by the City, if any is so designated, in the Supplementary General Conditions. Such designation may include more than one individual or entity, and may be changed by the City with written notification to the CONTRACTOR.

**Engineer of Work** - The responsible Engineer who wet stamped and signed the Contract Specifications and Drawings. The responsibilities of the Engineer of Work are set forth in California Business and Professions code and other laws as may be applicable. The responsibilities under law of the Engineer of Work are not modified by these General Conditions.

**Fragnet** –Also known as a "Sub-network." Refer to the specification section titled CONSTRUCTION SCHEDULING for the definition of a Fragnet and the requirements thereof. A Fragnet will be required for time impact analysis and time extensions. CONTRACTOR's failure to provide a Notice of Delay within **24 hours**, and submit a Fragnet for time impact analysis and time extension(s) on or within **14 days** of the delaying event, shall forfeit and invalidate all considerations for time and/or payment. (Refer to the definition of "Delay Days" for additional information.) The costs to prepare Fragnets and schedule updates resulting from approved Fragnets

are part of the Work, regardless of number and difficulty. The City will provide a response to the Fragnet on or within **14 days**.

**Hazardous Waste** – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6906), as amended from time to time.

**Inspector** – The City's appointed representative(s) for inspection of in-progress or completed Work.

**Laws and Regulations; Laws or Regulations** – Any and all applicable laws, rules, regulations, ordinances, codes, and/or orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

**Materials** – Materials incorporated in the project or used or consumed in the performance of the Work.

**Milestone** – A principal event specified in the Contract Documents relating to an intermediate completion date of a separately identifiable part of the Work or a period of time within which the separately identifiable part of the Work should be performed prior to Project Completion of all the Work.

**Notice of Award** – The written notice by the City to the apparent successful bidder stating that, upon compliance by the apparent successful bidder with the precedent conditions enumerated therein within the time specified, the City will enter into an Agreement.

**Notice of Completion** – A form signed by the City indicating that the Work is Complete ("Project Completion") and stating the date of completion. After acceptance of the Work by the City's governing body, the Escondido City Council, and due authority is given to the Deputy Director of Public Works, the form is signed by the Deputy Director of Public Works and filed with the San Diego County Recorder. This filing starts the 30-day lien filing period on the Work.

**Notice to Proceed** – The written notice issued by the City to the CONTRACTOR authorizing the CONTRACTOR to proceed with the Work and establishing the date of commencement of the Contract Times.

**Partial Utilization** – Use by the City of a completed part of the Work for the purpose for which it is intended prior to Project Completion.

**Project** – The total construction project of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

**Project Completion** – The acceptance by the Escondido City Council of the Work of improvement (as in the Notice of Completion).

**Project Documents and/or Contract Documents** – Includes collectively, to wit: Notice Inviting Sealed Bids/Notice to Contractors, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Change Orders, Shop Drawing Transmittals, Information Required of CONTRACTOR, Non-collusion Affidavit, Faithful Performance Bond, Payment Bond, Insurance Certificates, Guarantees, General Conditions, Supplementary General Conditions, Special Conditions, Plans, Drawings, Specifications, the Agreement and all modifications, addenda, and amendments thereto.

**Provide** – Term shall include "provide complete in place," that is, "furnish and install."

**Punch-List** – A list generated by the Engineer, in conjunction with the City, of missing work, of damaged existing facilities, and a list of any and all work described by the Contract Documents that has not been completed in conformance with the Contract Documents. A Punch-List may be amended by the City from time to time based on the results of CONTRACTOR re-work and the discovery of additional non-conforming work.

**Resident Project Representative** – The authorized representative of the City/Engineer who is assigned to the Site or any part thereof.

**Safety Orders/Records** – Those issued by the Division of Industrial Safety and OSHA standards for construction.

**Samples** – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

**Shop Drawings** – All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the CONTRACTOR and submitted by the CONTRACTOR to illustrate some portion of the Work.

**Site** – The physical locale where the Project is to be constructed, including all public rights-of-way, utilities, improvements, and shall be limited solely by formal, recorded property lines adjacent to the physical locale where the Project is to be constructed.

**Specifications** – Those technical or additional project management provisions that are binding on the Work as described in the Supplementary General Conditions.

**Stipulated Prices or Markups** – Prices or markups set forth as a condition of the Contract.

**Stop Notice** – A legal remedy for subcontractors and suppliers who contribute to public works but who are not paid for their work, which secures payment from construction funds possessed by the City. The Stop Notice may also be issued by public entities, such as the department of Labor, as a notice to withhold due to failure to pay the required wages to workers.

**Subcontractor** – A licensed entity of any tier (whether having a direct contractual relationship with Contractor or another Subcontractor) that provides labor to the Project and/or furnishes material worked to a special design according to plans, drawings, and specifications of this work, but does not include one who merely furnishes material not so worked.

**Supplementary General Conditions** – The part of the Contract Documents which make additions, deletions, or revisions to these General Conditions.

**Supplier** – A manufacturer, fabricator, distributor, material-man, or vendor having a direct contract with the CONTRACTOR or with any Subcontractor to furnish materials, equipment, or product to be incorporated in the WORK by the CONTRACTOR or any Subcontractor.

**Surety** – The person, firm, or corporation that executes as surety the CONTRACTOR's Bid Security, faithful performance bond and/or payment bond.

**Utilities** – All pipelines, conduits, ducts, cables, wires, tracks, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground or above the ground to furnish any of the following services or materials: water, sewage, sludge, drainage, fluids, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic control, or other control systems.

**Work** – The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

**Workers** – Workers include laborers, workers, and mechanics.

## ARTICLE 2 – PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS AND INSURANCE CERTIFICATES. When the CONTRACTOR delivers the signed Agreement to the City, the CONTRACTOR shall also deliver to the City such Bonds and insurance policies and certificates and documents as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.

2.2 COPIES OF DOCUMENTS. The City will furnish to the CONTRACTOR as many copies of the Contract Documents specified in the Instructions to Bidders. Additional copies will be provided, upon request, at the cost of duplication.

2.3 ESCROW OF BID DOCUMENTS

A. SCOPE:

1. The CONTRACTOR shall submit, within **ten (10) days** after the award of contract one (1) copy of all documentary information generated in preparation of the bid price for the project. This material is hereinafter referred to as the "Escrow Bid Documents." The Escrow Bid Documents will be held in escrow for the duration of the contract.

2. The CONTRACTOR agrees that the Escrow Bid Documents constitute all of the information used in preparation of the bid, and that no other bid preparation information will be considered in resolving claims.
  3. Nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract.
- B. **PROPERTY:** The Escrow Bid Documents are and will always remain the property of the CONTRACTOR, subject only to joint review by the City and the CONTRACTOR, as provided in paragraph (G) "EXAMINATION." The City stipulates and expressly acknowledges that the Escrow Bid Documents constitute trade secrets and are proprietary and confidential. This acknowledgment is based on the City's express understanding that the information contained in the Escrow Bid Documents is not known outside the CONTRACTOR's business, is known only to a limited extent and only by a limited number of employees of the CONTRACTOR, is safeguarded while in CONTRACTOR's possession, is extremely valuable to CONTRACTOR and could be extremely valuable to CONTRACTOR's competitors by virtue of it reflecting CONTRACTOR's contemplated techniques of construction. The City acknowledges that the CONTRACTOR expended substantial sums of money in developing the information included in the Escrow Bid Documents and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. The City further acknowledges that the Escrow Bid Documents and the information used in the CONTRACTOR's business were intended to give the CONTRACTOR an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. The City agrees to safeguard the Escrow Bid Documents and all the information contained therein against disclosure to the fullest extent permitted by law.
- C. **PURPOSE:** Escrow Bid Documents will be used to assist in the negotiation for the settlement of claims. They will not be used for evaluation of the CONTRACTOR's anticipated methods of construction or to assess the CONTRACTOR's qualification for performing the Work.
- D. **FORMAT AND CONTENTS:**
1. CONTRACTOR may submit Escrow Bid Documents in the usual cost-estimating format. Escrow Bid Documents shall be adequate to enable complete understanding and proper interpretation for their intended use.
  2. Escrow Bid Documents shall clearly itemize the estimated costs of performing the Work. Items shall be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all quantity takeoffs, labor, equipment, calculations of rate production and progress, copies of quotations from Subcontractors and suppliers, memoranda, narratives, consultant's reports, add/deduct sheets, and all other information used by the CONTRACTOR to arrive at the prices contained in the bid proposal. Estimated costs shall be broken down into the CONTRACTOR's usual estimate categories such as direct labor, repair labor, material, equipment, construction equipment operation, construction equipment ownership, expendable materials, materials and Subcontractor cost as appropriate. Plant and equipment, indirect costs shall be detailed in the CONTRACTOR's usual format. The CONTRACTOR's allocation of plant and equipment, indirect costs, contingencies, markup and other items shall be included.
  3. All costs shall be identified for all items. Sub-items amounting to less than \$10,000.00 estimated unit costs are acceptable without a detailed cost estimate,

provided that labor, equipment, materials, construction equipment, expendable materials and subcontracts, as applicable, are included, provided that indirect costs, contingencies, and markups, as applicable, are allocated.

4. Bidding materials provided by the City shall not be included in the Escrow Bid Documents unless needed to comply with the requirements of this specification.

E. SUBMITTAL:

1. The Escrow Bid Documents shall be submitted by the CONTRACTOR in a sealed container(s) within **10 days** after the day of award of the contract. The container shall be clearly marked on the outside with the CONTRACTOR's name, date of submittal, project name and the words "Escrow Bid Documents."
2. The Escrow Bid Documents shall be accompanied by an index to inventory the contents of the submittal and a Bid Documentation Certification, signed by the individual who executed the bidding proposal, stating that the material in the Escrow Bid Documents constitutes all documentary information used in preparation of the bid and that he/she has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container(s) are complete and organized as shown by the CONTRACTOR's index.
3. The City shall examine the index. This examination is to ensure that the index is detailed and complete and conforms to the "format and contents" as stated in paragraph (D) above. If all the documentation required in paragraph (D) "FORMAT AND CONTENTS" has not been indexed in the original submittal a revised index shall be submitted at the CITY's discretion. Timely submission of complete Escrow Bid Documents is an essential element of the CONTRACTOR's responsibility. Failure to provide the necessary Escrow Bid Documents may be sufficient cause for the CITY to assess damages under the contract. If the CONTRACTOR's proposal is based on subcontracting any part of the Work, each Subcontractor, whose total subcontract price exceeds the lesser of five percent (5%) of the total contract price proposed by the CONTRACTOR or \$200,000 shall provide separate Escrow Bid Documents to be submitted with those of the CONTRACTOR. These submittals will be examined in the same manner and at the same time as the examination described above. If the CONTRACTOR wishes to subcontract any portion of the Work or requests substitutions of any Subcontractor after award, the CITY retains the right to require the CONTRACTOR to submit Escrow Bid Documents from the proposed Subcontractor before the subcontract or substitution is approved.

F. STORAGE: The escrow bid documents will be placed in escrow, for the life of the contract, in a mutually agreeable institution. The city will pay the cost of storage.

G. EXAMINATION:

1. The Escrow Bid Documents shall be examined by the City, the Engineer and CONTRACTOR, at any time deemed necessary by either the City or the CONTRACTOR, to assist in the negotiation for the settlement of claims.
2. Examination of the Escrow Bid Documents is subject to the following conditions:
  - a. As trade secrets, the Escrow Bid Documents are proprietary and confidential as described in paragraph (B).

- b. The City and the CONTRACTOR shall each designate, in writing to the other party and a minimum of **five (5) days** prior to examination, representatives who are authorized to examine the Escrow Bid Documents. No other person shall have access to the Escrow Bid Documents.
  - c. Access to the Escrow Bid Documents under this paragraph will take place only in the presence of duly designed representatives of both the City and the CONTRACTOR.
- H. **FINAL DISPOSITION:** The escrow bid documents will be returned to the contractor at such time as the contract has been completed and final settlement has been achieved.
- 2.4 **COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED.** The Contract Times will start to run on the commencement date stated in the Notice to Proceed.
- 2.5 **STARTING THE WORK**
- A. The CONTRACTOR shall begin to perform the Work on the commencement date stated in the Notice to Proceed, but no Work shall be done at the Site prior to said commencement date. The Work shall be commenced immediately after Notice to Proceed, and shall be diligently prosecuted until completion.
  - B. Before undertaking each part of the Work, the CONTRACTOR shall review the Contract Documents in accordance with Article 3 of these General Conditions.
- 2.6 **CONTINUING THE WORK.** The CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the City may otherwise agree in writing.
- 2.7 **PRECONSTRUCTION MEETING.** A preconstruction meeting shall be called after the award and execution of the Contract and prior to construction. The CONTRACTOR (a Principal and Project Superintendent) shall attend. The CONTRACTOR shall plan on spending no less than **four (4) hours** of time with Subcontractor(s) and project superintendent(s) for this meeting.
- 2.8 **CITY OBSERVED HOLIDAYS.** CONTRACTOR is required to observe City holidays. The City observes the following holidays:
- 1. New Years Day
  - 2. Martin Luther King, Jr. Day
  - 3. Presidents' Day
  - 4. Memorial Day
  - 5. Independence Day
  - 6. Labor Day
  - 7. Veterans Day
  - 8. Thanksgiving Day
  - 9. Day after Thanksgiving
  - 10. Christmas Day

### ARTICLE 3 – INTENT AND USE OF CONTRACT DOCUMENTS

#### 3.1 CONTRACTOR MUST REVIEW CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS

- A. Drawings and Specifications are intended to be complementary (that which is required by one shall be required by the other; to the extent there is more than one reference which exists, the reference requiring the more stringent and/or best standards and requirements shall be furnished and installed) and delineate and describe the Project and its component parts to such a degree as will enable a skilled and competent CONTRACTOR to intelligently bid upon the Work, coordinate the Work and to carry out the Work to a successful conclusion. If, as and to the extent that Public Contract Code section 1104 is deemed to apply after the Award of Contract, CONTRACTOR shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, notwithstanding any other provision in the Project Documents, except to the extent that CONTRACTOR discovered or should have discovered and reported any errors and omissions to the City, including but not limited to as the result of any review of the plans and specifications by CONTRACTOR required by the Instructions to Bidders or other Project Documents, whether or not actually performed by CONTRACTOR.
- B. Drawings and Specifications are intended to comply with all laws, ordinances, rules and regulations of constituted authorities having jurisdiction, and where referred to in the Project Documents, these laws, ordinances, rules and regulations shall be considered as a part of the Agreement within the limits specified. The CONTRACTOR shall bear all expenses of correcting Work done contrary to applicable laws, ordinances, rules and regulations and if the CONTRACTOR performed the Work (1) without first consulting the City for further instructions regarding the Work, or (2) disregarded the City's instructions regarding the Work.
- C. Questions regarding interpretation of drawings and specifications shall be submitted in writing to be clarified by the City; provided, however, that in the event the City determines that CONTRACTORS requests for information (RFI's) are not justified or do not reflect adequate or competent supervision, coordination, and / or knowledge by the CONTRACTOR or its Subcontractors, CONTRACTOR shall be required to pay the City's reasonable and customary fees in processing and responding to such requests. Should the CONTRACTOR commence Work or any part thereof without seeking clarification, and/or performing its own coordination obligations, the CONTRACTOR waives any claim for extra Work or damages as a result of any ambiguity, conflict or lack of information.
- D. Figured dimensions on drawings shall govern, but Work not dimensioned or mis-described shall be as directed. Work not particularly shown, mis-described or specified shall be the same as similar parts that are shown or specified. Large scale drawings shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures. Drawings and specifications are intended to be fully cooperative and to agree. If through the process of contract-required coordination, CONTRACTOR observes that drawings and specifications are in conflict, CONTRACTOR shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in Article 10 titled CHANGES IN THE Work; provided, however, that the specification calling for the higher quality material or workmanship shall prevail without additional cost to the City.

- E. Materials or Work described in words, which so applied, have a well known technical or trade meaning shall be deemed to refer to such recognized standards.
- F. It is not the intention of the Agreement to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to CONTRACTOR that it will be required to complete the Work so named with all its incidental and accessory items according to the best practices of the trade.
- G. The naming of any material and/or equipment shall mean furnishing and installing, including all incidental and accessory items thereto and/or labor necessary to achieve full and complete functioning of the material and/or equipment according to the best practices of the trade(s) involved, unless specifically noted otherwise.

### 3.2 AGREEMENT TO THOROUGHLY REVIEW DETAIL DRAWINGS AND INSTRUCTIONS

- A. All parts of the described and shown construction drawings shall be of the best quality of their respective kinds and in executing the Agreement, the CONTRACTOR agrees to use all diligence to become fully informed as to the required construction and finish, and in no case to proceed with the different parts of the Work without obtaining first from the City such directions and/or drawings as may be necessary for the proper performance of the Work.
- B. In case of ambiguity, conflict, or lack of information, the City shall furnish additional instructions by means of drawings or otherwise, as necessary for proper execution of the Work. All such drawings and instructions shall be consistent with Project Documents, true developments thereof, and reasonably inferable therefrom. Such additional instructions shall be furnished with reasonable promptness, provided that CONTRACTOR informs the City of the relationship of the request to the critical path of construction. Refer to the term, use and protocol of an RFI defined in Article 1 entitled "Definitions" under "Construction Administration Documents."
- C. Work shall be executed in conformity therewith and CONTRACTOR shall do no Work without proper drawings and instructions.
- D. The City may furnish necessary additional details to more fully explain the Work, which details shall be considered as part of the Project Documents.
- E. Should any details be more elaborate, in the opinion of the CONTRACTOR, than scale drawings and specifications warrant, CONTRACTOR shall give written notice thereof to the Engineer within **21 days** of receipt. In case no notice is given to the Engineer within **21 days**, it will be assumed the details are reasonable development of the scale drawings. In case proper notice is given, then it will be considered, and if found justified, the Engineer will either modify the drawings or shall recommend a change order for any extra Work that may be involved.
- F. If it is found at any time, before or after completion of the Work, that the CONTRACTOR has varied from the drawings and/or specifications, in materials, quality, form, finish, or in the amount or value of the materials and labor used, the City shall take the issue under advisement and consider the following options:
  - 1. That all such improper Work should be removed, remade, replaced, and all Work disturbed by these changes be made good at the CONTRACTOR's expense; or

2. That the City deduct from any amount due CONTRACTOR, the sum of money equivalent to the difference in value between the Work performed and that called for by the drawings and specifications. The City shall determine such difference in value. The City, at its option, may pursue a recommendation made by the Engineer.
- 3.3 REFERENCED STANDARD. No provision of any referenced standard specification, manual or code shall be effective to change the duties and responsibilities of the City, the CONTRACTOR, the Engineer, or any of their consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to the City, Engineer, or any of Engineer's consultants, agents, or employees any duty or authority to direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.
- 3.4 AMENDING CONTRACT DOCUMENTS. The Contract Documents may be amended only in writing to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10-CHANGES IN THE WORK).
- 3.5 NO ASSIGNMENT. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the CONTRACTOR shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the City, be terminated, revoked and annulled, and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.
- 3.6 REUSE OF DOCUMENTS. Neither the CONTRACTOR, nor any Subcontractor or Supplier, nor any other person or organization performing any of the Work under a contract with the City shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications, or other documents used on the Work, and they shall not reuse any of them on the extensions of the Project or any other project without written consent of City.

#### **ARTICLE 4 – SITE OF THE WORK**

- 4.1 AVAILABILITY OF LANDS. The City will furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the City, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the CONTRACTOR shall not enter upon nor use any property not under the control of the City until a written temporary construction easement agreement has been executed by the CONTRACTOR and the property owner, and a copy of said easement furnished to the Engineer prior to said use; and, neither the City nor the Engineer will be liable for any claims or damages resulting from the CONTRACTOR's trespass on or use of any such properties. The CONTRACTOR shall provide the City with a signed release from the property owner confirming that the lands have been satisfactorily restored upon completion of the Work.

4.2 SOILS INVESTIGATION REPORT & CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

- A. SUBSURFACE EXPLORATIONS: Reference is made to the Supplementary General Conditions for identification of those reports of explorations and tests, if any, of subsurface conditions at the Site that have been utilized by the City or its Engineer in the preparation of the Contract Documents.
- B. SOILS INVESTIGATION REPORT. When a soils investigation report has been prepared or referenced by the City or its Engineer to assist with the design of the facility, such report is available for the CONTRACTOR's use in preparing its bid and Work under this Agreement. All soil and test-hole data, water table elevations, and soil analyses shown on the drawings or included in the Specifications apply only at the location of the test holes and to the depths indicated. Geotechnical reports for the test holes, if any, which have been drilled are available from the City. Any additional subsurface exploration shall be done by the CONTRACTOR or Bidder at their own expense. The indicated elevation of a water table is that which existed on the date when test holes were made and the level of the groundwater was determined. It is the CONTRACTOR's responsibility to determine the level of ground water or water table at the time of project construction. A difference in elevation between the level of ground water or water table indicated on the soil boring logs and groundwater actually encountered during construction is a risk of the CONTRACTOR's bid amount, and will not be considered as a basis for extra Work or additional compensation.
- C. CONTRACTOR SHALL NOTIFY THE CITY OF UNKNOWN CONDITIONS. If, during the course of Work under this Agreement, CONTRACTOR encounters subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in contract activities of the character provided for in the Contract Documents, then CONTRACTOR shall notify the City of the discovery of the condition before the condition is materially changed, disturbed and/or covered, and before any additional Work is performed. The CONTRACTOR must notify the City, in writing of unforeseen conditions, or differing Site conditions, promptly upon their discovery and before they are disturbed. Reference Article 11.5 "CONTRACTOR SHALL PROVIDE NOTICE".
- D. WARNING: THE CITY DOES NOT WARRANT THE SOILS AT THE PROJECT SITE. SOILS INVESTIGATION REPORTS ARE PROVIDED FOR CONTRACTOR'S INFORMATION ONLY. THE CITY OF ESCONDIDO DOES NOT WARRANT THE SOILS CONDITIONS OF THE SITE AND CONTRACTOR IS FULLY RESPONSIBLE TO ASCERTAIN SITE CONDITIONS FOR THE PURPOSES OF DETERMINING CONSTRUCTION MEANS AND METHODS PRIOR TO COMMENCING CONSTRUCTION. IF ANY CONTRACTOR WISHES TO PERFORM A PRE-BID SITE INSPECTION, WHICH INCLUDES SOILS TESTING, A METHOD TO DO SO IS AVAILABLE AND IS DESCRIBED IN PARAGRAPHS 4.7 and 4.8 OF THE "INSTRUCTIONS TO BIDDERS".

4.3 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

- A. The information and data indicated in the Contract Documents with respect to existing underground Utilities at or contiguous to the Site are based on information and data furnished to the City or the Engineer by the owners of such underground Utilities. The Contract plans depict the various utilities as they are believed to exist, however, the

CONTRACTOR shall not rely on the locations and depths indicated. The CONTRACTOR shall comply with California Government Code Section 4216 ("Section 4216"). The CONTRACTOR shall determine the location and depth of all utilities that are indicated and those that are not indicated as follows:

1. As provided in Section 4216, at least **2 working days** prior to commencing any excavation, but not more than **14 calendar days**, the CONTRACTOR shall contact the regional notification center (Underground Service Alert of Southern California) and obtain an inquiry identification number. Refer to Article 6.28.
2. Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Plans, the CONTRACTOR shall assume that every property parcel will be served by a service connection of each type of utility.
3. Section 4216 does not require the Local Agency to mark out non-pressurized sewer lines, non-pressurized storm drains or other non-pressurized drain lines.
4. The California Department of Transportation, CALTRANS, is not required by Section 4216 to become a member of the regional notification center. The CONTRACTOR shall call CALTRANS directly for location of its subsurface installations.
5. The CONTRACTOR shall determine the location and depth of all utilities (the top and the bottom), including joint trenches and service connections, which have been marked by the respective owners and which may affect or be affected by its operations. The CONTRACTOR shall determine the location and depth of all utilities not required to be marked out by the Local Agency.
6. The CONTRACTOR shall further determine the location and depths of all utilities that were not known or indicated on the project plans, but, after CONTRACTOR compliance with Section 4216, were marked out by the utility owners.
7. The CONTRACTOR shall not assume that existing utilities are buried at depths and locations specified in the pertinent standard drawings. In Escondido, existing utilities are frequently found at depths and locations that are not in conformance with the existing standard drawings.
8. The CONTRACTOR shall have the responsibility for coordinating as many call-backs of utility owners and CONTRACTOR mobilizations as may be required to determine the exact location, or identity, of all utilities. Utilities that are indicated on the Contract plans in a certain location, and are marked out in a different location by the utility owner, are considered by this Contract to be the same utility. The City is not responsible for errors in mark-outs made by the Utility owners.
9. The CONTRACTOR shall have full responsibility for the safety and protection of all existing utilities, to the extent allowed by California Government Code Section 4215, and repairing any damage thereto resulting from the Work. The CONTRACTOR shall use hand tools and/or vacuum equipment and use reasonable care to protect existing utilities.
10. Unknown Utility on the Contract plans, but marked out in the field by the utility owner: The Work of potholing, protecting in place, trenching over or under, repairing the road surface, backfilling with the utility owner's preference of material, plotting on the record drawings, and describing a previously unknown utility is fully contemplated by the City as being a regular occurrence on trenching projects.

11. Unknown utilities not marked out by the utility owner: Should the CONTRACTOR come across utilities that are not known nor marked out by the utility owner, the CONTRACTOR shall immediately call Underground Service Alert and the City. The City is not responsible for the consequences of the failure of a Utility owner to mark out its facilities.
  12. Abandoned Utilities. Abandoned utilities are considered as unknown utilities for the purpose of CONTRACTOR payment, unless they are indicated on the project plans.
  13. The CONTRACTOR shall call for a "standby inspector" when requested to do so by a utility owner, and follow their direction.
- B. Locating Subsurface Installations (excerpted from California Government Code section 4216):
1. The excavator shall determine the exact location of subsurface installations in conflict with the excavation by excavating with hand tools within the area of the approximate location of subsurface installations as determined by the field marking provided in accordance with (California Government Code) section 4216.3 before using any power-operated or power-driven excavating or boring equipment within the approximate location of the subsurface installation, except that power-operated or power-driven excavating or boring equipment may be used for the removal of any existing pavement if there are no subsurface installations contained in the pavement. If mutually agreeable with the operator (*the operator is the owner of the Utility in this case*) and the excavator (*the excavator is the CONTRACTOR in this case*), the excavator may utilize power-operated or power-driven excavating or boring equipment within the approximate location of a subsurface installation and to any depth. (*Clarification added*)
  2. If the exact location of the subsurface installation cannot be determined by hand excavating in accordance with subdivision B1, the excavator (the CONTRACTOR) shall request the operator (the owner of the Utility) to provide additional information to the excavator, to the extent that information is available to the operator, to enable the excavator to determine the exact location of the installation. (*Clarification added*)

#### 4.4 HAZARDOUS MATERIALS

- A. The provisions of Articles 4.2, 4.3, and 4.4 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the Site.
- B. Reference is made to the Supplementary General Conditions for identification of those reports and drawings relating to Asbestos, Hazardous Waste, PCBs, Petroleum and/or Radioactive Material identified at the Site that have been utilized by the Engineer in the preparation of the Contract Documents, if any.
- C. Copies of these reports and drawings may be examined at the office of the City during regular business hours. Please make an appointment. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports and drawings, except for such physical dimensions that can be field verified; however, the interpretation of such technical data, including any interpolation or extrapolation thereof, and opinions contained in such reports and drawings are not to be relied on by the CONTRACTOR.

- D. The City shall be responsible for any Asbestos, Hazardous Waste, PCBs, Petroleum, or Radioactive Material uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the Site. The City will not be responsible for any such material brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

#### 4.5 REFERENCE POINTS

- A. The City will provide access to the bench-mark book maintained by the City Surveyor, and provide any survey reference material that may be on file. The CONTRACTOR shall furnish all other lines, grades, and bench-marks required for proper execution of the Work.
- B. The CONTRACTOR shall preserve all bench marks, stakes, and other survey marks and in case of their removal or destruction by any party, the CONTRACTOR shall be responsible for the accurate replacement of such reference points by personnel qualified under the applicable state codes governing land surveyors. The recording of any replacement corners, or other points, shall be the responsibility of the CONTRACTOR.

### ARTICLE 5 – BONDS AND INSURANCE

#### 5.1 BONDS

- A. CONTRACTOR shall furnish a surety bond in an amount equal to **one hundred percent (100%)** of the contract price as security for faithful performance of this Agreement and shall furnish a separate bond in an amount equal to **one hundred percent (100%)** of the contract price as security for payment to persons performing labor and furnishing materials in connection with this Project. Bonds shall be in the form set forth in these Project Documents.
- B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- C. If the surety on any Bond furnished by the CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CONTRACTOR shall, within **seven (7) days** thereafter, substitute another Bond and surety, which must be acceptable to the City. No Work shall be performed without Bonds, in a form and issued by a surety acceptable to the City, required by the Contract Documents to be in full force and effect. If one or more of such Bonds shall, at any time, not be in full force and effect, CONTRACTOR shall immediately cease performance until it is in full compliance with the bonding requirements of the Contract Documents and California law. All delays and costs incurred and/or resulting from such occurrence shall be to the exclusive account of CONTRACTOR. Failure of the CONTRACTOR to promptly cure any failure to have the necessary Bonds in full force and effect shall be grounds for termination for default.
- D. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or

authorized in the State in which the Project is located to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.

## 5.2 LIABILITY, PROPERTY, FIRE, BUILDER'S RISK AND OTHER INSURANCE REQUIREMENTS

- A. **LIABILITY AND PROPERTY DAMAGE.** Before the commencement of the Work and for the minimum amount of limits set forth herein the CONTRACTOR shall purchase from and maintain such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Agreement and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth in the Agreement as will protect the CONTRACTOR, and those required to be endorsed as additional insured from claims set forth below, which may arise out of or result from the CONTRACTOR's operations under the Contract and for which the CONTRACTOR may be legally liable, whether such operations are by the CONTRACTOR, by a Subcontractor, by Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
1. Claims for damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees. This coverage shall be provided in a form at least as broad as Insurance Services Office (ISO) Form CG 0001 11188;
  2. Claims for damages arising from personal or advertising injury in a form at least as broad as ISO Form CG 0001 11188;
  3. Claims for damages because of injury or destruction of tangible property, including loss of use resulting there from, arising from operations under the Project Documents; and
  4. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work; and
  5. Claims involving blanket contractual liability applicable to the CONTRACTOR's obligations under the Project Documents, including liability assumed by and the indemnity and defense obligations of the CONTRACTOR and the Subcontractors; and
  6. Claims involving Operations/Premises and Completed Operations/Products, Independent CONTRACTOR's coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. Coverage for completed operations must be at least as broad as CG 2010 11/85.
- B. If commercial general liability insurance or another insurance form with a general aggregate limit is used, the general aggregate limit shall apply separately to the project location (with the ISO CG 2503 or insurer's equivalent endorsement provided to the City).
- C. Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-

insured retentions as respects the City, its Board of Trustees, members of its Board of Trustees, officers, employees, agents and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- D. **CONSENT OF INSURER.** Partial occupancy or use in accordance with the Contract Documents shall not commence until the City's insurance company providing property insurance has consented to such partial occupancy or use by endorsement or otherwise. The City and the CONTRACTOR shall take reasonable steps to obtain consent of the insurance company and shall, without mutual consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of the insurance.
- E. **FIRE INSURANCE.** Before the commencement of the Work, the CONTRACTOR shall procure, maintain, and cause to be maintained at the CONTRACTOR's expense, fire insurance on all Work subject to loss or damage by fire and the entire structure on which the Work of this Contract is to be done to the insurable value thereof. The amount of fire insurance shall be subject to approval by the City and shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the City. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the City.
- F. **OTHER INSURANCE.** The CONTRACTOR shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.
- G. **COMPLIANCE.** In the event of the failure of any CONTRACTOR to furnish and maintain any insurance required by this Article, the CONTRACTOR shall be in default under the Contract. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the City and the Engineer.
- H. **BUILDER'S RISK/ "ALL RISK" INSURANCE.** The Contractor, during the progress of the Work and until final acceptance of the Work by City upon completion of the entire Contract, shall maintain Builder's Risk/"All Risk," course-of-construction insurance satisfactory to City issued on a completed value basis on all outstanding projects and on all insurable Work included under the Contract Documents. Coverage is to provide extended coverage and insurance against vandalism, theft, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for the Engineer's services and expenses required as a result of such insured loss upon the entire Work which is the subject of the Contract Documents, including completed Work and Work in progress to the full insurable value thereof. Such insurance shall include the City and the Engineer as an additional named insured and any other person with an insurable interest designated.

### 5.3 PROOF OF CARRIAGE INSURANCE

- A. CONTRACTOR shall not commence Work nor shall it allow any Subcontractor to commence Work under this Agreement until all required insurance certificates and endorsements have been obtained and delivered in duplicate to and approved by the City.

Such insurance shall be with an insurance company with a minimum rating of "A/VII", as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Co., Oldwick, New Jersey 08858 and admitted or qualified to do business in California.

- B. Certificates and insurance policies shall include the following:
1. A clause stating:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to City stating date of cancellation or reduction. Date of cancellation or reduction may not be less than **30 days** after date of mailing notice."
  2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
  3. Separate additional insured endorsement specifically naming the City as a named additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the City.
- C. In case of CONTRACTOR's failure to provide insurance as required by the Agreement, the City may, at the City's option, take out and maintain at the expense of the CONTRACTOR, such insurance in the name of CONTRACTOR, or Subcontractor, as the City may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to the CONTRACTOR under this Agreement.
- D. The CONTRACTOR shall purchase and maintain the insurance required under this Article. Such insurance shall include the specific coverages set out herein and be written for not less than the limits of liability and coverages provided in this Article, or required by Laws or Regulations, whichever are greater. All insurance shall be maintained continuously during the life of the Agreement up to the date of Project Completion when all punch-list items have been completed. The CONTRACTOR's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.
1. CONTRACTOR shall have insurance in the following amounts:
    - a. Commercial general liability insurance with at least three million dollars (\$3,000,000) combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than three million dollars (\$3,000,000), or (ii) the general aggregate shall be at least three million dollars (\$3,000,000) combined single limit coverage per occurrence for bodily injury and property damage; and
    - b. Automobile liability insurance of three million dollars (\$3,000,000) combined single limit per accident for bodily injury and property damage; and
    - c. Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended.
  2. Each insurance policy required above, except for workers' compensation, shall name the City specifically and separately as an additional insured under the policy on a separate ISO CG 2010 endorsement or equivalent, to the satisfaction of the

City Attorney. The company providing insurance must provide at least **30 days** written notice of cancellation or termination, if such cancellation or termination of the policy is to occur prior to the indicated expiration date on the face of the certificate. General and auto liability insurance coverage must be provided by a Best's 'A' rated, Class VII carrier, admitted in California, and shall be in form satisfactory to the City Attorney. Insurance companies that are not admitted in California must be on the list of approved Non-Admitted Insurers able to write in the state of California and must additionally provide a service of suit endorsement. All insurance requirements must be in a form satisfactory to the City Attorney. Failure to comply with insurance requirements under this Agreement or failure to have completed insurance documents on file within **15 working days** after CONTRACTOR executes this Agreement shall be a material breach of this Agreement.

3. Workers' Compensation and Employer's Liability In accordance with the provisions of Section 3700 of the California Labor Code, the CONTRACTOR and every Subcontractor shall be required to secure the payment of compensation to its employees. The CONTRACTOR shall provide, during the life of the Agreement, workers' compensation insurance for all of its employees engaged in Work under this Agreement, on or at the site of the Project, and, in case any of its Work is sublet, the CONTRACTOR shall require the Subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the CONTRACTOR's insurance. In case any class of employees engaged in Work under this Agreement, on or at the site of the Project, is not protected under the workers' compensation statute, the CONTRACTOR shall provide or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected before the Subcontractor commences Work. The CONTRACTOR shall file with the City certificates of its insurance protecting workers and a **30 day** notice shall be provided to the City before the cancellation or reduction of any policy of CONTRACTOR or Subcontractor. The CONTRACTOR and each Subcontractor shall provide a waiver of subrogation in favor of the City and Engineer.

## ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

None of the following responsibilities, as between City and CONTRACTOR, shall be delegated by CONTRACTOR to another individual or entity.

### 6.1 COMMUNICATIONS.

- A. Written communications shall be directly to the City, however, the City reserves the right to direct the CONTRACTOR to communicate directly with a construction manager or other consultant, and to copy the City with correspondence.
- B. Notice to Surrounding Properties. CONTRACTOR must provide Notice of Construction to all property owners and businesses at least 3 days before commencement of such work. A sample form notice is found in the Proposed Contract Documents, at page A-00670-1.

- 6.2 INDEPENDENT CONTRACTOR. CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Project Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and CONTRACTOR or any of CONTRACTOR's subcontractors (of

every tier), suppliers, agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its subcontractors (of every tier), suppliers, agents, and employees as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its subcontractors (of every tier), suppliers, agents and employees shall not be entitled to any rights or privileges of City employees and shall not be considered in any manner to be City employees. The City shall be permitted to monitor all the activities of the CONTRACTOR to determine compliance with the terms of the Project Documents.

- 6.3 CONTRACTOR LICENSE. CONTRACTORS are required by law to be licensed and regulated by the Contractors' State License Board. Any CONTRACTOR not so licensed is subject to penalties under the law, and the contract will be considered void pursuant to Section 7028.7 of the Business and Professions Code. Any questions concerning a CONTRACTOR may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, P.O. Box 2600, Sacramento, CA 95826. CONTRACTOR shall be duly licensed at all times during performance. Substantial compliance shall not be sufficient.
- 6.4 CONTRACTOR REGISTRATION: CONTRACTOR, as well as any subcontractors, shall be registered pursuant to Cal. Lab. Code § 1725.5 to be qualified to bid on, be listed in a bid proposal, (subject to the requirements of Section 4104 of the Public Contract Code) or engage in the performance of any public work contract that is subject to the requirements of Chapter 1, Part 7, Division 2 of the California Labor Code.
- 6.5 CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY. Before CONTRACTOR makes any change in the name or legal nature of the CONTRACTOR's entity, CONTRACTOR shall first notify the City in writing and cooperate with the City in making such changes as the City may request in the Project Documents.
- 6.6 CONTRACTOR SUPERINTENDENT. During progress of the Work, CONTRACTOR shall keep on the Work site a competent, English-speaking Superintendent satisfactory to the City. Before commencing the Work herein, CONTRACTOR shall give written notice to the City of the name, qualifications and experience of such Superintendent. If, at any time, the Superintendent is found unsatisfactory by the City, CONTRACTOR shall replace the Superintendent with one acceptable to the City. Superintendent shall not be changed or removed from the project except with written consent of the City, unless a Superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ, in which case, CONTRACTOR shall notify the City in writing and replace said Superintendent with one acceptable to the City. Superintendent shall represent CONTRACTOR and all directions given to Superintendent shall be as binding as if given to CONTRACTOR. During planned absences longer than one Workday (e.g. vacation), CONTRACTOR shall, at least **ten (10) days** prior, provide written notice to the City the name of the individual proposed to assume the responsibilities of Superintendent during his/her absence.
- 6.7 CONTRACTOR SUPERVISION. Without a right to claim additional reimbursement, CONTRACTOR shall staff the project with a sufficient number of experienced, skilled and knowledgeable personnel to meet the needs (both administrative and supervisory) of the Project, and shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the Work in accordance with the Project Documents. CONTRACTOR shall carefully study and compare all plans, drawings, specifications, and other instructions and shall at once report to the City any error, inconsistency or omission which CONTRACTOR or its employees may discover. The CONTRACTOR represents itself to the City as a skilled, knowledgeable, and experienced CONTRACTOR. The CONTRACTOR shall carefully study and compare the Project Documents with each other, and shall at once report to the City any errors, inconsistencies, or omissions discovered. The CONTRACTOR shall be liable to the City for damage resulting from errors, inconsistencies, or omissions in the Project Documents that the CONTRACTOR recognized and which CONTRACTOR knowingly failed to

report and which a similarly skilled, knowledgeable, and experienced CONTRACTOR would have discovered.

- 6.8 **FIELD MEASUREMENTS, LAYOUT, RECORD DRAWINGS AND FIELD ENGINEERING.** The CONTRACTOR shall verify all indicated dimensions at its expense before ordering materials or equipment, or before performing Work. The CONTRACTOR shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the CONTRACTOR with the Project Documents before commencing Work. Errors, inconsistencies or omissions discovered shall be reported to the City at once. Upon commencement of any item of Work, the CONTRACTOR shall be responsible for dimensions related to such item of Work and shall make any corrections necessary to make Work properly fit at no additional cost to the City. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to Subcontractors or agents. The CONTRACTOR shall keep up-to-date record drawings of this project through the course of the project. The City shall approve these record drawings periodically, and the release of progress payments may be delayed if the record drawings are not kept up to date. After the project punch- list has been completed, the CONTRACTOR shall supply a single clean set of accurate blue-line (as-built) plans to the City. Failure to submit these as-builts will delay the Final Notice of Completion and final payment.
- 6.9 **DETAILS OF THE WORK.** Omissions from the plans, drawings or specifications, or the mis-description of customary and usual details of Work which are manifestly necessary to carry out the intent of the plans, drawings and specifications, or which are customarily performed, shall not relieve the CONTRACTOR from performing such omitted or mis-described Work, but they shall be performed as if fully and correctly set forth and described in the plans, drawings and specifications.
- 6.10 **MEANS AND METHODS.** The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Project Documents. The CONTRACTOR shall be solely responsible for all safety precautions and programs incidental thereto.
- 6.11 **SUBCONTRACTORS**
- A. CONTRACTOR agrees to bind every Subcontractor by terms of the Project Documents as far as such terms are applicable to Subcontractor's Work. If CONTRACTOR shall subcontract any part of the Work, CONTRACTOR shall be as fully responsible to the City for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, as it is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in Project Documents shall create any contractual relation between any Subcontractor and the City, nor shall the Contract Documents be construed to be for the benefit of any Subcontractor.
- B. The City's consent to any Subcontractor shall not in any way relieve CONTRACTOR of any obligations under the Project Documents and no such consent shall be deemed to waive any provision of any Project Document.
- C. CONTRACTOR must submit with its bid a Designation of Subcontractors pursuant to the Subletting and Subcontracting Fair Practices Act. If CONTRACTOR specifies more than one Subcontractor for the same portion of Work or fails to specify a Subcontractor, and such portion of the Work exceeds one-half of one percent of the total bid, CONTRACTOR agrees that it is fully qualified to perform and shall perform such Work itself, unless CONTRACTOR provides for substitution or addition of Subcontractors. Substitution or addition of Subcontractors shall be permitted only as authorized under the

Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100, et seq.

- D. In accordance with California Business and Professions Code Section 7059, if CONTRACTOR is designated as a "specialty CONTRACTOR" (as defined in Section 7058 of the Business and Professions Code), all of the Work to be performed outside of the CONTRACTOR's license specialty shall be performed by a licensed Subcontractor in compliance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100, et seq.
- E. INELIGIBLE SUBCONTRACTOR. Pursuant to Public Contract Code Section 6109, no CONTRACTOR may perform Work on a public works project with a subcontractor who is ineligible to perform Work on the project pursuant to sections 1777.1 or 1777.7 of the Labor Code.
- F. A copy of each subcontract, if in writing, or, if not in writing, then a written statement signed by the CONTRACTOR giving the name of the Subcontractor and the terms and conditions of such subcontract, shall be filed with the City before the Subcontractor begins Work. Each subcontract shall contain an express reference to and incorporate the Agreement between the City and the CONTRACTOR and the terms of that Agreement and all parts of the Project Documents shall be made a part of such subcontract insofar as applicable to the Work covered thereby. Each subcontract will provide for termination in accordance with the Article entitled City's RIGHT TO TERMINATE AGREEMENT of these General Conditions. Each subcontract shall provide for its annulment by the CONTRACTOR at the order of the City if in the City's opinion the Subcontractor fails to comply with the requirements of the Project Documents insofar as the same may be applicable to this Work. Nothing herein contained shall relieve the CONTRACTOR of any liability or obligation hereunder.

#### 6.12 DUTY TO PROVIDE FIT WORKERS

- A. CONTRACTOR and Subcontractors shall at all times enforce strict discipline and good order among their employees and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to such person. It shall be the responsibility of CONTRACTOR to ensure compliance with this Article.
- B. Any person in the employ of the CONTRACTOR or Subcontractors whom the City or Engineer may deem incompetent, unfit, troublesome or otherwise undesirable shall be excluded from the Work site and shall not again be employed on it except with the written consent of the City.

#### 6.13 OVERTIME.

- A. Except as otherwise provided in this Article, the CONTRACTOR shall receive no additional compensation for overtime Work, i.e., Work in excess of **8 hours** in any **1 calendar day** or **40 hours** in any **1 calendar week**, even though such overtime Work may be required under emergency conditions and may be ordered by the City in writing. Additional compensation will be paid to the CONTRACTOR for overtime Work only in the event extra Work is ordered by the City and the Change Order specifically authorizes the use of overtime Work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime Work of a similar nature in the same locality.
- B. All increased or additional costs of inspection and/or testing, performed by or on behalf of the City, during overtime Work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The City

has the authority to deduct the costs of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR. Payment for inspection overtime beyond a normal Workday (9 hours), Saturdays, Sundays or Union observed holidays will be deducted from the CONTRACTOR's payment at the rate of One Hundred Twelve Dollars and Fifty Cents (\$112.50) per hour (one hour minimum) pursuant to City of Escondido Resolution No. 2007-115(RR).

#### 6.14 MATERIALS AND WORK

- A. Except as otherwise specifically stated in this Agreement, CONTRACTOR shall provide and pay for all materials, supplies, tools, equipment, labor, transportation, administration, management, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete the Project within the specified time.
- B. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified free from defects, and workmanship shall be of excellent quality.
- C. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected as required.
- D. CONTRACTOR shall, after issuance of the Notice to Proceed by the City, place orders for materials and/or equipment as specified so that delivery may be made without delays to the Work. CONTRACTOR shall, upon demand by the City, furnish to the City documentary evidence showing that orders have been placed.
- E. The City reserves the right, due to any neglect in not complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the Work may be completed by the date specified in the Agreement, and all expenses incidental to the procuring of these materials and/or equipment shall be paid for by the CONTRACTOR.
- F. No materials, supplies, or equipment for Work under this Agreement shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. CONTRACTOR warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by it, to the City free from any claims, liens, or charges. CONTRACTOR further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Agreement shall have any right to any lien upon the premises or any improvement or appurtenance thereon, except that CONTRACTOR may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by the utility company or political subdivision. In the event of installation of any such metering device or equipment, CONTRACTOR shall advise the City as to the owner thereof.
- G. Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by CONTRACTOR for their protection or any rights under any law permitting such persons to look to funds due CONTRACTOR in the hand of the City, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all

persons furnishing materials or labor when no formal contract is entered into for such materials or labor.

- H. Materials and/or equipment and the attendant liability for its protection and safety shall remain with the CONTRACTOR until incorporated in the Work and accepted by the City, no part of the materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work; and CONTRACTOR shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to the City or its authorized representative.
- 6.15 ACCESS TO CONTRACTOR'S RECORDS. The CONTRACTOR agrees that the City (including the City's designees) have the right to access, review, obtain and copy upon reasonable written notice (which shall be no greater than **3 working days**), all Records pertaining to the Agreement and/or the Project, including the bid. The CONTRACTOR agrees to provide the City with any relevant information requested and shall permit the State or the City access to its premises upon reasonable notice for purposes of interviewing employees and inspecting Records. The CONTRACTOR agrees to maintain such Records for a period of **3 years** after final payment under the contract. Should the project be funded by the State Revolving Fund, the CONTRACTOR shall maintain records for **20 years**.
- 6.16 CONTRACTOR SUBSTITUTION OF "OR EQUAL" ITEMS
- A. CONTRACTOR shall follow all instructions and requirements set forth in the "INSTRUCTIONS TO BIDDERS", for compliance with this Article.
- B. Whenever in specifications any materials, process, service or equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal", CONTRACTOR may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified subject to the City's approval.
- C. If material, process, service, or equipment offered by CONTRACTOR is not, in the City's sole discretion determined to be, equal or better in every respect to that specified, then CONTRACTOR shall furnish the material, process, service, or equipment specified. The burden of proof as to equality of any material, process, service, or equipment shall rest with CONTRACTOR. This provision authorizing submission of "or equal" substantiating data shall not in any way authorize an extension of time for performance of this Agreement.
- D. "Or equal" and substitution requests with substantiating data shall be submitted for consideration no later than **14** calendar days prior to bid opening.
- E. The City may choose to allow an "or equal" substitution, if the City determines, in its sole discretion, that the requested substitution is an equal product, and that there is a cost savings resulting in a deductive change order, an increase in the performance with the substituted product, or any other reason deemed by the City to be in the City's best interest to allow the substitution.
- F. If a CONTRACTOR initiated material substitution occurs after the Award of Contract, CONTRACTOR must establish that the specified material is no longer being manufactured or available, that the substituted material is the best possible material

substitution for that which is no longer available, or that there is some other benefit to the City in approving said substitution.

- G. If the City allows the substitution anytime after the Award of Contract, the CONTRACTOR will be responsible for reasonable fees incurred by the Engineer or Engineer's consultants in reviewing the proposed substitution which fees may be deducted from progress payments to CONTRACTOR.
- H. In the event CONTRACTOR furnishes material, process, service, or equipment more expensive than that specified, any difference in cost of such material, process, service, or equipment so furnished shall be borne by CONTRACTOR. Any engineering, design fees, or approval agencies' fees required to make adjustments in material or Work of all trades directly or indirectly affected by the approved substituted items shall be borne entirely by CONTRACTOR. Any difference in cost between an approved substitution that is lower in cost than the originally specified item shall be refunded by CONTRACTOR to the City.
- I. All costs associated with and caused by a CONTRACTOR's "or equal" submittal, including any consequential design changes needed to accommodate the "or equal", and any delay caused to the project schedule resulting from the review of the requested "or equal" submittal shall be borne by the CONTRACTOR.

#### 6.17 PERMITS

- A. Unless otherwise provided in the Supplementary General Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements shall not be made the basis for claims for additional compensation by CONTRACTOR. When necessary, the City will assist the CONTRACTOR, in obtaining such permits and licenses. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. The CONTRACTOR shall pay all charges of utility owners for inspection or connections to the Work. Compensation for all permit fees is included in the Lump Sum payment for Mobilization.
- B. The CONTRACTOR shall indemnify, defend and hold harmless the City and its officers, employees and agents from any and all liability arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. 2001-01), and updates, of the California Regional Water Quality Control Board Region 9, San Diego, which the City might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by performance of the Work.
- C. Prior to beginning Work, the CONTRACTOR shall obtain a no-fee Encroachment Permit from the office of the City of Escondido Field Engineer, 201 N. Broadway, unless otherwise specified in the Supplemental General Conditions. CONTRACTOR shall adhere to all requirements and provisions of said Encroachment Permit as though fully set forth herein.
- D. The CONTRACTOR shall be responsible for complying with the requirements of all permits acquired by the City.

Except for the permits specifically set forth in 'A' above, the CONTRACTOR shall acquire all permits required by Laws or Regulations, including, without limitation, the following specific permits (if applicable):

1. State permits to construct and/or operate sources of air pollution.
2. Certificates and permits are required for sources such as, but not limited to:
  - a. Fuel burning equipment
  - b. Gasoline and petroleum distillate storage containers
  - c. Land disturbing activities
  - d. Processing equipment (sand, gravel, concrete batch plant, etc.)
  - e. Odors
3. Stormwater Permit.
4. Permit-Required Confined Space

The workplace in which the Work is to be performed may contain permit-required confined spaces (permit spaces) as defined in 29 CFR 1910.146 and, if so, permit space entry is allowed only through compliance with a confined space entry program meeting the requirements of 29 CFR 1910.146.

5. Others as required in the Supplementary General Conditions.

6.18 PATENT FEES AND ROYALTIES. The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the City or the Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by the City in the Contract Documents. The CONTRACTOR's indemnification obligation under this Article, for all claims and liabilities arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents shall be in accordance with Article 6.16 of these General Conditions.

6.19 LAWS AND REGULATIONS. The CONTRACTOR shall observe and comply with all Laws and Regulations which in any manner affect those engaged or employed on the Work, the materials used in the Work, or the conduct of the Work. If any discrepancy or inconsistency should be discovered between the Contract Documents and any such Laws or Regulations, the CONTRACTOR shall report the same in writing to the Engineer. Any particular Law or Regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations. The CONTRACTOR's indemnification obligations for all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees, Subcontractors or Suppliers shall be in accordance with Article 6.16 of these General Conditions.

6.20 TAXES. The CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by the CONTRACTOR in accordance with the laws and regulations of the place of the Project which are applicable during the performance of the Work.

6.21 USE OF PREMISES. The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site, the land and areas identified in and permitted by the Contract Documents, and the other land and areas permitted by Laws and

Regulations, rights-of-way, permits, and easements. The CONTRACTOR shall assume full liability and responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the City or the Engineer by any such owner or occupant because of the performance of the Work, the CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation at the CONTRACTOR's sole liability any expense. The CONTRACTOR's indemnification obligations for all claims and liability, arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the City, the Engineer, their consultants, subconsultants, and the officers, directors, employees and agents of each and any of them to the extent caused by or based upon the CONTRACTOR's performance of the Work shall be in accordance with Article 6.25 of these General Conditions.

## 6.22 SAFETY AND PROTECTION

- A. The CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. All persons at the Site and other persons and organizations who may be affected thereby;
  2. All the Work materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, mailboxes, and utilities not designated for removal, relocation, or replacement in the course of the performance of the Work.
- B. The CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property or to the protection of persons or property from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and in accordance with Article 14.11. that the Work is acceptable.
- C. During the entire construction period, it shall be the responsibility of the contractor to maintain conditions at the project location so as to meet in all aspects the requirements of the California Code of Regulations, Title 8, Industrial Relations, Chapter 4, Division of Industrial Safety Orders CAL/OSHA. This provision shall cover the CONTRACTOR's employees and all other persons working upon or visiting the project location. To this end, the Contractor shall inform himself and his representatives of CAL/OSHA standards.
- D. The CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- E. MSDS. Materials that contain hazardous substances or mixtures may be required on the Work. A Material Safety Data Sheet (MSDS.) shall be made available at the Site by the CONTRACTOR for every hazardous product used. Material usage shall strictly conform to OSHA safety requirements and all manufacturer's warnings and application instructions

listed on the MSDS and on the product container label. The CONTRACTOR shall be responsible for the exchange of every MSDS or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

- F. The CONTRACTOR shall notify the City if it considers a specified product or its intended use to be unsafe. This notification must be given to the City prior to the product being ordered, or if provided by some other party, prior to the product being incorporated in the Work.
  - G. **CONFINED SPACES.** The CONTRACTOR will not enter any confined space without using a Confined Space Entry Permit. The CONTRACTOR shall be responsible for implementing, administering and maintaining a confined space entry program (CSEP) in accordance with Sections 5156, 5157 and 5158, Title 8, CCR.
  - H. The CONTRACTOR shall provide a **COMPETENT PERSON** for all excavation operations.
- 6.23 **EMERGENCIES.** In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR, without special instruction or authorization from the City or Engineer, is obligated to immediately act to prevent threatened damage, injury, or loss. CONTRACTOR shall give City prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If City determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Order will be issued to document the action.
- 6.24 **SUBMITTALS.** The City requires submittals for all materials, equipment, parts and systems.
- A. **SHOP DRAWINGS**
    - 1. The City may designate a consultant to receive and review submittals and may require the CONTRACTOR to transmit the submittals to that consultant. Commensurate with the requirements of the project schedule, the CONTRACTOR shall check and verify all field measurements and shall submit to the City six (6) copies, checked, coordinated and approved by CONTRACTOR, of all shop or setting list drawings, schedules, and materials list required for the Work of various trades: If this project consists of any remodel / modernization Work, field dimensions require verification prior to the preparation of the Shop Drawings. The City shall review such drawings, schedules and materials list only for conformance with the design concept of Project and compliance with information given in Project Documents, and return with notations and with guidance as to required corrections within **30 days**. CONTRACTOR shall make any corrections required by the City, file three (3) corrected copies with the City, and furnish such other copies as may be needed for construction within **30 days**. The City's approval of such drawings, schedules, or materials list shall not relieve CONTRACTOR from responsibility for deviations unless CONTRACTOR has in writing called the City's attention to such deviations at time of submission by clearly writing the phrase "**DEVIATION REQUEST**" in bold type at the head of the submittal, and secured the City's written approval, nor shall it relieve CONTRACTOR from responsibility for errors in shop drawings or schedules.

2. The City is entitled to additional review time. The additional review time may be required to review complex and difficult submittals, including but not limited to structural steel shop drawings, mechanical equipment, electrical equipment, and special system components and parts. The CONTRACTOR shall breakout critical submittals into separate packages so as to expedite the review process of an individual item. The coordination of the overall submittal packages shall be the responsibility of the CONTRACTOR.
3. Shop Drawings requiring "**Deferred Approval**" require a substantial amount of time for City review and approval. The Project Documents will identify those shop drawings requiring Deferred Approval, if any. The Contractor shall apply its skill and knowledge to expedite the Deferred Approval(s) from preparation to approval. The Contractor shall schedule the project activities to avoid critical path delays as a result of the Deferred Approval process. Notwithstanding anything to the contrary herein, the CONTRACTOR shall make submittals of all Deferred Approvals to the City within **120 days** of the Award of Contract. The City shall review such Deferred Approval submittal, and shall return as approved or disapproved with guidance as to the required corrections within **60 days**. If resubmittals are required, the City shall endeavor to review and return the resubmittal within **60 days**. CONTRACTOR shall allow sufficient time in its scheduling for corrections and resubmittals of Deferred Approval items in conformance with these requirements.
4. All submittals of shop drawings, catalog cuts, data sheets, schedules and material lists shall be complete and shall conform to contract drawings and specifications. The CONTRACTOR shall prepare layout and coordination drawings to demonstrate the accuracy and fit of the materials and Work.
5. The term "shop drawing" as used herein shall be understood to include, but not be limited to, coordination efforts by CONTRACTOR involving detail design calculations for the development of the Shop Drawing, fabrication and installation drawings, lists, graphs and operating instructions.
6. Shop drawings shall be submitted at a time sufficiently early to accommodate the rate of construction progress required under the Project Documents. CONTRACTOR will be required to pay the City or its consultant's reasonable and customary fees in order to expedite review of Shop Drawings which are not submitted in a timely fashion.
7. All submittals shall be accompanied by an accurately completed transmittal form using the format bound herein, or as approved by the City. Any shop drawing submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for resubmittal. The CONTRACTOR may authorize a material or equipment supplier to deal directly with the City with regard to Shop Drawings. However, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the CONTRACTOR.
8. Normally, a separate transmittal form shall be used for each specific item, scheduled activity task, or class of material or equipment for which a submittal is required. However, due to the critical nature of a submittal, a submittal can be broken into separate sub-submittals in order to obtain the review of a more

critical portion(s) of a submittal prior to the review of other sub-submittals. The transmittal form shall include the CPM Activity / Submittal Task Number, Early Start (ES), Early Finish (EF), Late Finish (LF) and the float for the activity. Transmittal of shop drawings on various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole.

9. CONTRACTOR's review and approval of Shop Drawings and submittals shall include the following stamp:

"The CONTRACTOR has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the Shop Drawings or submittal that does not conform to the Project Documents. This Shop Drawing or submittal has been coordinated with all other shop drawings and submittals received to date by CONTRACTOR and this duty of coordination has not been delegated to Subcontractors, material suppliers, the Engineer, or the architects on this project. The Contractor also indicates that it has not relied upon the dimensions shown on the drawings, specifications and schedules, and that the Contractor has double-checked all dimensions for accuracy and fit.

---

Signature of CONTRACTOR"

10. Within **30 days** after receipt of Shop Drawings, the City will endeavor to return one or more prints of each drawing to CONTRACTOR with City's comments noted thereon. The CONTRACTOR shall make a complete and acceptable submittal to the City by the second submission of drawings. The City shall withhold funds due the CONTRACTOR to cover additional costs of the City's review beyond the second submission and any other costs incurred by the City.
11. If prints of the shop drawing are returned to the CONTRACTOR marked "**NO EXCEPTIONS TAKEN**," formal revision of said drawing will not be required. If prints of the drawing are returned to the CONTRACTOR marked "**MAKE CORRECTIONS NOTED**," formal resubmittal of said drawings will not be required. If prints of the drawing are returned to the CONTRACTOR marked "**REVISE AND RESUBMIT**," the CONTRACTOR shall revise said drawing and shall resubmit six (6) copies of the revised drawing to the City. If prints of the drawing are returned to the CONTRACTOR marked "**REJECTED RESUBMIT**," the CONTRACTOR shall resubmit six (6) new copies of the drawing to the ARCHITECT. Submittals being resubmitted for revisions or submitted due to previous rejection, the CONTRACTOR shall provide a written response indicating the nature of the correction(s) and/or cloud the revised item(s).
12. Fabrication of an item shall not be commenced before the City has reviewed the pertinent Shop Drawings and returned copies to the CONTRACTOR marked with "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED." Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the Project Documents and shall not be taken as the

basis of claims for extra Work. The review of such drawings by the City will be limited to checking for general agreement with the Project Documents, and shall in no way relieve the CONTRACTOR of responsibility for errors or omissions contained therein, nor shall such review operate to waive or modify any provision contained in the Project Documents. Fabricating dimensions, quantities of material, applicable code requirements, and other contract requirements shall be the CONTRACTOR's responsibility.

13. No Work represented by required Shop Drawings shall be purchased or commenced until the applicable submittal has been approved. The Work shall conform to the approved Shop Drawings and all other requirements of the Project Documents. The CONTRACTOR shall not proceed with any related Work which may be affected by the Work covered under Shop Drawings until the applicable Shop Drawings have been approved, particularly where piping, machinery, and equipment and the required arrangements and clearances are involved.
14. Except where the preparation of a Shop Drawing is dependent upon the approval of a prior shop drawing, all shop drawings pertaining to the same class or portion of the Work shall be submitted simultaneously.
15. THE CONTRACTOR SHALL HAVE NO CLAIM FOR DAMAGES OR EXTENSION OF TIME DUE TO ANY DELAY RESULTING FROM THE CONTRACTOR HAVING TO MAKE THE REQUIRED REVISIONS TO SHOP DRAWINGS UNLESS REVIEW BY THE CITY IS DELAYED BEYOND THE TIME PROVIDED HEREIN AND THE CONTRACTOR CAN ESTABLISH THAT IT BEARS NO RESPONSIBILITY FOR CAUSING AND/OR CONTRIBUTING TO THE DELAY AND THAT THE CITY'S DELAY IN REVIEW ACTUALLY RESULTED IN A DELAY TO THE CRITICAL PATH IN THE CONTRACTOR CONSTRUCTION SCHEDULE.

#### B. PAYROLL SUBMITTALS

1. Copies of all payrolls shall be submitted weekly to the City. Payrolls shall contain the full name, address and social security number of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which that name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or the employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Contract. The CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors. The CONTRACTOR shall ensure that the payrolls match the Daily Work Reports. The CONTRACTOR shall certify that no Work was done on the job if no Work was done on the job.
2. If by the 15th of the month, the CONTRACTOR has not submitted satisfactory payrolls for all Work performed during the monthly period ending on or before the 1st of that month, the City will retain an amount equal to ten percent (10%) of the estimated value of the Work performed (exclusive of Mobilization) during the month from the next monthly estimate, except that this retention shall not exceed \$10,000 nor be less than \$1,000. Retentions for failure to submit

satisfactory payrolls shall be additional to all other retentions provided for in the Contract. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

3. The CONTRACTOR shall also submit a second copy of all certified payrolls with all personal information fully redacted. The CONTRACTOR and each subcontractor shall preserve their payroll records for a period of **3 years** from the date of completion of the Contract. The form of the certification shall be as follows:

I, \_\_\_\_\_ (print name), the undersigned,  
am \_\_\_\_\_ (position in business) with the authority to act  
for and on behalf of

\_\_\_\_\_  
(Name of business and/or CONTRACTOR), certify under penalty of  
perjury that the records or copies thereof submitted and consisting of  
\_\_\_\_\_ (description,  
number of pages) are the originals or true, full and correct copies of the  
originals which depict the payroll record(s) of the actual disbursements  
by way of cash, check, or whatever form to the individual or individuals  
named.

Dated: \_\_\_\_\_

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

- C. **SUBMITTAL OF HOME OFFICE OVERHEAD.** CONTRACTOR shall furnish within **7 days** after the Notice to Proceed, a certified statement and detailed calculation from its accountant establishing the job site and pro rata home office overhead rates for CONTRACTOR and major Subcontractors, as determined by the City. Such shall be updated quarterly and filed with the City.
- D. **SUBMITTAL OF HOURLY RATES.** CONTRACTOR shall furnish within **7 days** after the Notice to Proceed, a complete listing of CONTRACTORS and Subcontractors hourly labor rates, indicating the direct hourly wage rate, payroll taxes and insurance costs.
- E. **ESCROW BID DOCUMENTS.** The Escrow Bid Documents shall be submitted by the CONTRACTOR in a sealed container(s) within **10 days** after the day of award of the contract. The container shall be clearly marked on the outside with the CONTRACTOR's name, date of submittal, project name and the words "Escrow Bid Documents."
- F. **SWPPP/BMP.** CONTRACTOR shall submit the required Storm Water Pollution Prevention Plan or Best Management Practices, before commencement of any Work.

#### 6.25 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

- A. CONTRACTOR warrants that the Work (which includes all equipment furnished by CONTRACTOR as part of the materials) shall:
  1. Be free from defects in workmanship, integration and material; be free from defects in any design performed by CONTRACTOR;

2. Be new, and conform and perform to the requirements stated in the specifications and where detail requirements are not so stated, shall conform to applicable industry standards; and
  3. Be suitable for the use stated in the specifications.
- B. The warranty period for discovery of defective Work shall commence on the date stamped on the Notice of Completion verifying County recordation and continue for the period set forth in the specifications or for **1 year** if not so specified. If, during the warranty period, the Work is not available for use due to defective Work, such time of unavailability shall not be counted as part of the warranty period. The warranty period for corrected defective Work shall continue for a duration equivalent to the original warranty period.
- C. The City shall give CONTRACTOR prompt written notice after discovery of any defective or incomplete Work. CONTRACTOR shall correct any such defective or incomplete Work, as well as any damage to any other part of the Work resulting from such defective or incomplete Work, and shall provide repair, replacement, or reimbursement, at its sole expense, in a manner approved by the City and with due diligence and dispatch as required to make the Work ready for use by the City, ordinary wear and tear, unusual abuse or neglect excepted. Such corrections shall include, but not be limited to, any necessary adjustments, modifications, changes of design (unless of City's design), removal, repair, replacement or reinstallation, and shall include all necessary parts, materials, tools, equipment, transportation charges and labor as may be necessary, and cost of removal and replacement of Work shall be performed at a time and in such a manner so as to minimize the disruption to the City's use of the Work.
- D. In the event of failure of CONTRACTOR or Surety to commence and pursue with diligence any such repairs or replacements within **10 days** after being notified in writing, the City is hereby authorized to proceed to have defects repaired or replaced and made good at the expense of the CONTRACTOR and the Surety who hereby agree to pay any costs and charges therefore immediately on demand.
- E. If, in the opinion of the City, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operations of the City, the City will attempt to give the written notice required by this Article. If the CONTRACTOR or Surety cannot be contacted or neither complies with the City's requirements for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the CONTRACTOR and Surety. Such action by the City will not relieve the CONTRACTOR and Surety of the guarantees provided in this Article or elsewhere in the Project Documents.
- F. This Article does not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. CONTRACTOR shall furnish to City all appropriate guarantee or warranty certificates upon completion of the Project or upon request by the City.
- G. All guarantees required under this Article shall be in writing on a Guarantee form approved by the City.
- H. CONTRACTOR shall provide to the City instruction manuals for all items which require same.

- I. Nothing herein shall limit any other rights or remedies available to the City, and any and all written/express guarantees are in addition to rights provided under California law, including the rights granted under Code of Civil Procedure sections 337.1 and 337.15.
- J. CONTRACTOR warrants and guarantees that all Work will be in accordance with the Project Documents and will not be defective. The CONTRACTOR shall guarantee all parts of the Work against defective materials or workmanship furnished by the CONTRACTOR for a period of **1 year** from the date of final acceptance by the City.

## 6.26 INDEMNIFICATION

- A. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify, defend, and hold harmless the City, the Engineer, their consultants, subconsultants, and the officers, directors, employees, and agents of each and any of them, against and from all claims and liability arising under, by reason of, related, or incidental to the Project Documents or any performance of the Work, but not from the sole negligence or willful misconduct of the City and/ or the Engineer. Such indemnification by the CONTRACTOR shall include, but not be limited to, the following:
  - 1. CONTRACTOR shall indemnify, defend, and hold harmless the City and its officers, employees and agents, from all liability or claim of liability arising by reason of injury or damage to persons (including death) and/or property (both tangible and intangible) occurring as a result of Work done pursuant to the terms of this Agreement, and name same as coinsured in any policy in the Contract Documents;
  - 2. CONTRACTOR shall further indemnify, defend and hold harmless the City and its officers, employees and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit, and updates, of the California Regional Water Quality Control Board Region 9, San Diego, which the City might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by work performed by CONTRACTOR.
  - 3. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR, its employees, or agents;
  - 4. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR's, Subcontractor's, or Supplier's own employees, or agents engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/ or the Engineer;
  - 5. Liability or claims arising directly or indirectly from or based on the violation of any Laws or Regulations, whether by the CONTRACTOR, its employees, or agents;

6. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its employees, or agents in the performance of this Agreement of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;
  7. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City and/or Engineer or any other parties by the CONTRACTOR, its employees, or agents;
  8. Liability or claims arising directly or indirectly from the willful misconduct of the CONTRACTOR, its employees, or agents;
  9. Liability or claims arising directly or indirectly from any breach of the obligations assumed in this Agreement by the CONTRACTOR;
  10. Liability or claims arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the CONTRACTOR, Subcontractors, Suppliers, or any of their employees or agents, and;
  11. Liability or claims arising directly, or indirectly, or consequentially out of any action, legal or equitable, brought against the City, the Engineer, their consultants, subconsultants, and the officers, directors, employees and agents of each or any of them, to the extent caused by the CONTRACTOR's use of any premises acquired by permits, rights of way, or easements, the Site, or any land or areas contiguous thereto or its performance of the Work thereon.
- B. The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of insurance carried by CONTRACTOR or by the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 6.27 **CONTRACTOR'S DAILY REPORTS.** At the close of each working day, the CONTRACTOR shall submit a daily report to the Inspector, on forms approved by the City, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized concerning extra Work items. Extra or disputed work shall be specifically described and separated from Contract Work on the report. An attempt shall be made to reconcile the report daily, and the Inspector and the CONTRACTOR shall sign it. In the event of disagreement, pertinent notes shall be entered by each party to explain points that cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the CONTRACTOR.
- 6.28 **CONTRACTOR PAYMENTS.** To each of its subcontractors, not later than the **5<sup>th</sup> day** following each payment to CONTRACTOR by the City the respective amounts allowed CONTRACTOR on account of Work performed by the respective subcontractor's to the extent of such subcontractor's interest therein. If CONTRACTOR does not pay one or more SUBCONTRACTORS the amount (less retention) applied for and received in a payment application, CONTRACTOR shall return said amount back to the City within **5 days**.
- 6.29 **DIAL BEFORE YOU DIG.** The CONTRACTOR shall make notification to the regional notification center for utility markouts and keep a record of the inquiry identification number.

The CONTRACTOR shall follow the requirements of California Government Code Section 4216-4216.9. Refer to Article 4.3.

6.30 DOCUMENTS ON WORK. CONTRACTOR shall keep on the job site at all times one legible copy of all Project Documents, including addenda and change orders, and Title 19 of the California Code of Regulations, and all approved drawings, plans, schedules and specifications. Said documents shall be kept in good order and available to the City, Engineer, architect, and all authorities having jurisdiction. CONTRACTOR shall be acquainted with and comply with the provisions of said regulations as they relate to this Project. CONTRACTOR shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly Titles 8 and 17.

6.31 TEMPORARY UTILITIES

- A. All utilities, including but not limited to electricity, water, gas, and telephone used on the Work shall be furnished and paid for by CONTRACTOR. CONTRACTOR shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to all points on the site where the utility is necessary to carry on the Work. Upon completion of the Work, CONTRACTOR shall remove all temporary distribution systems.
- B. If this Contract is for a modernization, reconstruction and or an addition to existing building(s),
  - 1. CONTRACTOR may, with written permission of the City, use the City's existing utilities by making prearranged payments to the City for utilities used by CONTRACTOR for construction.
  - 2. CONTRACTOR shall arrange, schedule and pay for all temporary utilities to the entire facility and/or portion(s) of the facility, including but limited to electrical power, water and gas. The entire facility and/or portion of the facility shall be any area that is affected by a utility disruption and/or affects the function and use of the facility.

6.32 SANITARY FACILITIES. The CONTRACTOR shall provide sanitary temporary toilet and hand washing facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The toilet facilities shall be maintained in a sanitary condition at all times and shall be left at the site until removal is directed by the Inspector. Use of toilet facilities in the Work under construction shall not be permitted.

6.33 CLEANING UP

- A. For Projects located in the Right-of-Way the CONTRACTOR shall, on a continuous basis, keep Work site free from CONTRACTOR generated debris such as waste, rubbish, and excess materials, dirt, mud, dust, and non-functioning equipment caused by this Work and shall follow the Technical Specifications "TEMPORARY ENVIRONMENTAL CONTROLS & CONSTRAINTS" and "TEMPORARY ENCROACHMENT, MAINTENANCE, AND RESTORATION OF THE CITY RIGHT-OF-WAY".
- B. For Building Projects, or projects that are off the street, CONTRACTOR shall at all times keep Work site free from CONTRACTOR generated debris such as waste, rubbish, and excess materials and equipment caused by this Work, at the least on a daily basis. CONTRACTOR shall not leave debris under, in, or about the Work site. Upon completion of CONTRACTOR Work, CONTRACTOR shall clean all interior and exterior materials

installed by CONTRACTOR, and in addition to, all buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected as a direct or indirect result of the CONTRACTOR Work. Such cleaning shall consist of polishing all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment. If the project consists of any street improvements (paving / gutter and/or sidewalk surfaces), drain inlets and any pipeline facilities, such Work shall also be free of any debris and sediments.

6.34 WAGE RIGHTS [Job Site Notices]

- A. Pursuant to the provisions of the Labor Code, the governing board of the City has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime Work in the locality in which this public Work is to be performed for each craft, classification or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director.") These rates are on file with the Clerk of the City's governing board and copies will be made available to any interested party on request. CONTRACTOR shall post a copy of such wage rates at the Work site.
- B. Holiday and overtime Work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification or type of worker employed.
- C. CONTRACTOR shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any Subcontractor and such workers.
- D. If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which this public Work is to be performed, such change shall not alter the wage rates in the Notice Calling for Bids or the contract subsequently awarded.
- E. Pursuant to Labor Code section 1775, CONTRACTOR and any subcontractor shall as a penalty to the City, forfeit fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public Work done under the Agreement by CONTRACTOR or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission and shall be based on consideration of the CONTRACTOR's or subcontractor's mistake, inadvertence or neglect in failing to pay the correct prevailing rate of per diem wage, or the previous record of the CONTRACTOR in meeting his or her prevailing rate of per diem wage obligations, or the CONTRACTOR's or subcontractor's willful failure to pay the correct prevailing rate of per diem wages. A mistake, inadvertence or neglect in failing to pay the correct prevailing rate of per diem wage is not excusable if the CONTRACTOR or subcontractor had knowledge of his or her obligations under this part. The difference between such prevailing rate of per diem wage 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 of per diem wage shall be paid to each worker

by the CONTRACTOR or subcontractor.

- F. Any workers employed to perform Work on the Project, which Work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to Work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such persons in such craft or classification.
- G. Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, and vacation pay.
- H. CONTRACTOR shall post at appropriate conspicuous points on the site of the Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

#### 6.35 HOURS OF WORK

- A. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, **8 hours** of labor shall constitute a legal day's Work. The time of service of any worker employed at any time by the CONTRACTOR or by any Subcontractor on any subcontract under this Agreement upon the Work or upon any part of the Work contemplated by this Agreement shall be limited and restricted by the Agreement to **8 hours** per day, and **40 hours** during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of CONTRACTOR in excess of **8 hours** per day and **40 hours** during any one week, shall be permitted upon this public Work upon compensation for all hours worked in excess of **8 hours** per day at not less than one and one-half times the basic rate of pay.
- B. The CONTRACTOR shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Work or any part of the Work contemplated by this Agreement. The record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Standards Enforcement, Department of Industrial Relations.
- C. Pursuant to Labor Code section 1813, the CONTRACTOR or subcontractor shall pay to the City a penalty of twenty-five Dollars (\$25) for each worker employed in the execution of this Contract by the CONTRACTOR or by any Subcontractor for each calendar day during which such worker is required or permitted to Work more than **8 hours** in any one calendar day and **40 hours** in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
- D. Any Work necessary to be performed at the Contractor's request or due to the Contractor's actions after the normal working hours of 7:00 a.m. to 4:30 p.m., Monday through Friday, or on weekends or City Holidays, shall be performed without any additional expense to the City. If Contractor seeks to Work after regular working hours, or weekends or holidays, written notice shall be given and costs for inspection, if incurred by the City, shall be reimbursed within **3 days** of presentation or the City may issue, unilaterally, a deductive Change Order crediting the same.

6.36 APPRENTICES

- A. The CONTRACTOR acknowledges and agrees that, if this Agreement involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, this Agreement is governed by the provisions of Labor Code section 1777.5. It shall be the responsibility of the CONTRACTOR to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticing occupations.
- B. Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.
- C. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the Work of the craft or trade to which he or she is registered.
- D. Only apprentices, as defined in section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at section 3070), Division 3 of the Labor Code, are eligible to be employed on public works. The employment and training of each apprenticeship shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.
- E. Pursuant to Labor Code section 1777.5, the CONTRACTOR and any Subcontractors employing workers in any apprenticeship craft or trade in performing any Work under this Agreement shall apply to the applicable joint apprenticeship committee for a certificate approving the CONTRACTOR or Subcontractor under the applicable apprenticeship standards for the employment and training of apprentices.
- F. 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 Agreement, the number of apprentices to be employed and the approximate dates the apprentices will be employed.
- G. If the CONTRACTOR or Subcontractor willfully fails to comply with Labor Code Section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:
  - 1. Be denied the right to bid on any subsequent project for one year from the date of such determination; and
  - 2. Forfeit as a penalty to the City fifty dollars (\$50) per day for each calendar day of noncompliance, which shall be withheld from any payment due or to become due under the terms of this Agreement. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council.
- H. The CONTRACTOR and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.
- I. CONTRACTOR shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and Title 8, California Code of Regulations, section 200 et seq.

Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California.

6.37 FIRST AID. The CONTRACTOR shall maintain emergency first aid treatment for CONTRACTOR's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A., Sec. 651 et seq.).

6.38 PROTECTION OF PERSONS AND PROPERTY

- A. The CONTRACTOR, (on behalf of itself, all Subcontractors and Suppliers (of every tier), shall be responsible for all damages to persons or property (whether furnished or installed, owned or not owned) that occur as a result of its fault or negligence in connection with the prosecution of this Agreement and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the City. The CONTRACTOR shall remove all mud, water, or other elements as may be required for the proper protection and prosecution of its work, including the placement of gravel beds and gravel roads for access to and around the Work. CONTRACTOR shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions. All Work shall be solely at the CONTRACTOR's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code Section 7105.
- B. CONTRACTOR shall take, and require Subcontractors to take, all necessary precautions for the safety of workers and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to the Work site and to provide a safe and healthful place of employment. CONTRACTOR shall furnish, erect and properly maintain at all times, as directed by the City or Engineer or as required by the conditions and progress of Work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. CONTRACTOR shall designate a responsible employee, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. The name and position of the person so designated shall be reported in writing to the City by CONTRACTOR. CONTRACTOR shall correct any violations of safety laws, standards, orders, rules, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected immediately by the CONTRACTOR at CONTRACTOR's expense.
- C. In an emergency affecting safety of person or of Work or of adjoining property, CONTRACTOR, without special instruction or authorization from the City, architect or Engineer, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and CONTRACTOR shall so act if so authorized or instructed by the City, architect or Engineer. Any compensation claimed by CONTRACTOR on account of emergency Work shall be determined by written agreement with the City.
- D. CONTRACTOR shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, mailboxes (including temporary re-location) and structures (including, without limitation, protection from settlement or loss of lateral

support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

- 6.39 ACCESSIBILITY REQUIREMENTS: Construction shall be in conformance with all applicable codes per the Department of the State Architect, Title 24 Guidelines for Accessibility by Disabled Persons.

## ARTICLE 7 – OTHER WORK

### 7.1 OTHER CONTRACTS

- A. CONTRACTOR is aware that this Project site may be split into several phases, and or separate contracts. The City reserves the right to let other contracts in connection with this Work, and it shall be the duty of the CONTRACTOR to actively schedule and coordinate its Work with the City's forces, City's Contractor(s) and or other multiple prime contracts. No extra costs or delays shall be considered as a result of any such scheduling, coordination and cooperation. CONTRACTOR shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their Work and shall properly connect and coordinate its Work with such other contractors.
- B. If any part of CONTRACTOR's Work depends for proper execution or results upon Work of any other Contractor, the CONTRACTOR shall inspect and promptly report to the City in writing any defects in such Work that render it unsuitable for such proper execution and results. CONTRACTOR will be held accountable for damages to the City for that Work which it failed to inspect or should have inspected. CONTRACTOR's failure to inspect and report shall constitute its acceptance of other CONTRACTOR's Work as fit and proper for reception of its Work, except as to defects which may develop in other CONTRACTOR's Work after execution of CONTRACTOR's Work.
- C. To ensure proper execution of its subsequent Work, CONTRACTOR shall measure and inspect Work already in place and shall at once report to the City in writing any discrepancy between executed Work and Project Documents.
- D. It is the obligation of CONTRACTOR to ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by City in prosecution of the Project to the end that CONTRACTOR may perform this Agreement in the light of such other contracts, if any.
- E. Nothing herein contained shall be interpreted as granting to CONTRACTOR exclusive occupancy at the site of the Project. CONTRACTOR shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the City shall decide which contractor shall cease Work temporarily and which contractor shall continue or whether Work can be coordinated so that contractors may proceed simultaneously.
- F. If the Project is split into phases then CONTRACTOR has made allowances for any delays or damages which may arise from coordination with contractors for other phases. If any delays should arise from a contractor working on a different phase, CONTRACTOR's sole remedy for damages, including delay damages, shall be against the contractor who caused such damage and not the City. CONTRACTOR shall provide access to contractors for other phases as necessary to prevent delays and damages to contractors working on other phases of construction.

## 7.2 INTEGRATION OF WORK

- A. CONTRACTOR shall perform all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, and fit it to receive or be received by Work of other contractors; including both the CONTRACTOR's and City's forces. In the event of clarifications, the CONTRACTOR shall follow all Supplemental Instructions (SI's) given by the City.
- B. All costs caused by defective or ill-timed Work shall be borne by CONTRACTOR.
- C. CONTRACTOR shall not endanger any Work by cutting, excavating, or otherwise altering Work and shall not cut or alter Work of any other CONTRACTOR without the written consent of the City. CONTRACTOR shall be solely responsible for protecting existing Work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.
- D. When modifying existing Work or installing new Work adjacent to existing Work, CONTRACTOR shall match, as closely as conditions of the site and materials will allow, the finishes, textures, and colors of the original Work, refinishing existing Work as required, at no additional cost to the City.

## ARTICLE 8 – THE CITY'S RESPONSIBILITIES

- 8.1 COMMUNICATIONS. Except as may be otherwise provided in these General Conditions or the Supplementary General Conditions, the City will communicate directly with the CONTRACTOR.
- 8.2 OBSERVATIONS ON THE SITE. The City will make observations on the Site during construction to monitor the progress and quality of the Work and to determine, in general, if the Work is proceeding in accordance with the Project Documents. Neither, the City, the Engineer, nor their representatives will be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- 8.3 PROJECT REPRESENTATION. The City may furnish a third party or a City employee to act as Resident Project Representative to assist in observing the performance of the Work.
- 8.4 CLARIFICATIONS, REQUESTS FOR INFORMATION. The City will issue with reasonable promptness such answers to requests for information (RFI) which shall be consistent with or reasonably inferable from the overall intent of the Project Documents.
- 8.5 AUTHORIZED VARIATIONS IN WORK. The City may authorize the execution of variations in the Work from the requirements of the Project Documents complying with Articles 10, 11, and 12 of these General Conditions that cover changes in the Work, Contract Price, and Contract Times.
- 8.6 REJECTING WORK. The City has the authority to reject Work not in accordance with the Contract Documents and will also have authority to require special inspection or testing of the Work as provided in Article 13.
- 8.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS
  - A. The City will review all CONTRACTOR submittals.
  - B. The City's responsibilities for Change Orders are set forth in Articles 10, 11, and 12.
  - C. The City's responsibilities for Applications for Payment are set forth in Article 14.

- 8.8 DECISIONS ON DISPUTES. The City will be the interpreter of the requirements of the Contract Documents and of the acceptability of the Work thereunder. Disputes, and other matters relating to the acceptability of the Work and interpretation of the requirements of the Contract Documents pertaining to the performance of the Work shall be determined by the City. Any requests from the CONTRACTOR with respect to changes in the Contract Price or Contract Times shall be resolved in accordance with the requirements set forth in Articles 10, 11, 12 and 17.
- 8.9 LIMITATION OF CITY'S RESPONSIBILITIES
- A. Neither the City's authority to act under this Article or other provisions of the Contract Documents nor any decision made by the City in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the City to the CONTRACTOR, any Subcontractor, any Supplier, any surety for any of them, or any other person or organization performing any of the Work.
- B. Whenever in the Project Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory," or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the City as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the Work for compliance with the requirements of the Project Documents, and conformance with the design concept of the completed Project as a functioning whole as indicated by the Project Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the City any duty or authority to supervise or direct the performance of the Work.
- C. The City shall not supervise, direct or have control or authority over, nor be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. The City will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Project Documents.
- 8.10 LANDS, EASEMENTS, AND SURVEYS. The City's duties in respect of providing lands and easements and providing engineering survey data to establish reference points are set forth in Article 4
- 8.11 REPORTS AND DRAWINGS. The City will identify to the CONTRACTOR copies of reports of physical conditions at the Site and drawings of existing structures which have been utilized in preparing the Contract Documents, in the Supplementary General Conditions.
- 8.12 SUSPENSION OF Work. The City's right to stop Work or suspend Work is set forth in Article 15.
- 8.13 TERMINATION OF AGREEMENT. The City's right to terminate services of the Contractor is set forth in Article 15.
- 8.14 UNDISCLOSED HAZARDOUS ENVIRONMENTAL CONDITIONS. The City's responsibility with respect to an undisclosed hazardous environmental condition is set forth in Article 4.4.

## ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

### 9.1 THE ENGINEER OF WORK

- A. The City may retain the Engineer of Work to assist the City with post-design services. The Engineer of Work's status during construction is addressed in the Supplemental General Conditions.
- B. The Engineer will make observations on the Site during construction to monitor the progress and quality of the Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.

## ARTICLE 10 – CHANGES IN THE WORK

### 10.1 GENERAL

- A. CO, FO, CCD. Without invalidating the Agreement and without notice to any surety, the City may at any time or from time to time, order additions, deletions, or revisions in the Work. Such additions, deletions or revisions will be authorized by a Change Order (CO), Field Order (FO) or Construction Change Directive (CCD) as defined in Article 1. Upon receipt of any such document, notwithstanding the issuance, execution, and approval of a Change Order, CONTRACTOR shall promptly proceed to implement the additions, deletions, or revisions in the Work in accordance with the applicable conditions of the Contract Documents. A CO, FO and CCD may be issued to the CONTRACTOR at any time.
- B. UNILATERAL CHANGE ORDER If the City and CONTRACTOR fail to agree to the quantification of costs and/or time to be placed into a Bilateral Change Order, the City, at its own discretion, may issue a Unilateral Change Order for those costs and/or time impacts that is deemed appropriate for the changed Work conditions. Notwithstanding the issuance, execution, and approval of a Change Order, the CONTRACTOR shall proceed immediately with the changed Work upon receipt of a Construction Change Directive (CCD), or Field Order (FO). Should the CONTRACTOR disagree with any terms and conditions set forth in an approved Unilateral Contract Change Order, the CONTRACTOR shall submit a written protest to the City within **fifteen (15) days** after the receipt of the approved Unilateral Contract Change Order. The protest shall state the points of disagreement, and, if possible, the Contract Specification references, quantities and costs involved. If a written protest is not submitted to the City, payment will be made as set forth in the approved Unilateral Contract Change Order, and that payment shall constitute full compensation for all Work included therein or required thereby. Unprotested, approved Unilateral Contract Change Orders will be considered as executed Contract Change Orders as that term is used in Articles 10, 11, and 12.
- C. The CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified, or supplemented by Change Order, except in the case of an emergency.
- D. If notice of any change in the Work is required to be given to a surety, the giving of any such notice shall be the CONTRACTOR's responsibility. If the change in the Work affects the Contract Price, the City may require an adjustment to the amount of any applicable Bond and the amount of each applicable Bond shall be adjusted accordingly.

- E. If the City and the CONTRACTOR are unable to agree as to the extent, if any, of an increase in the Contract Price or an extension or shortening of the Contract Times that may be allowed as a result of a Field Order, the City may direct the CONTRACTOR to proceed as outlined in Article 11.2. in order to minimize the impact on and delays to the Work, and the CONTRACTOR may make a claim as provided in Articles 11, 12 and 17.
- F. The City of Escondido has the sole authority to approve or disapprove or to delegate the approval or disapproval of Contract Change Orders.

## 10.2 ALLOWABLE QUANTITY VARIATIONS

- A. In the event of an increase or decrease in the quantity of any bid item under a unit price contract, the total amount of Work actually done or materials or equipment furnished will be paid for according to the unit price established for such Work under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Price may be made for changes which result in an increase or decrease in excess of twenty-five percent (25%) of the estimated quantity of any unit price bid item of the Work.
- B. In the event a part of the Work is to be entirely eliminated and no lump sum or unit price is named in the Contract Documents to cover such eliminated Work, the price of the eliminated Work shall be agreed upon by the City and the CONTRACTOR by Change Order. The schedule of values submitted by CONTRACTOR shall be referred to in evaluating the price to be reduced, but shall not be determinative unless both parties agree.

## ARTICLE 11 – CHANGE OF CONTRACT PRICE

### 11.1 GENERAL

- A. The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities, and obligations whether implied, inferred or express, assigned to or undertaken by the CONTRACTOR to complete the Work shall be at its expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following three ways:
  - 1. **UNIT PRICES.** Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
  - 2. **AGREED UPON LUMP SUM.** By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Article 11.4; or
  - 3. **COST OF WORK.** On the basis of the cost of the Work, force account payment (determined as provided in Article 11.2) plus the CONTRACTOR's overhead and profit (determined as provided in Article 11.3).
- C. **AGREED ENTITLEMENT.** When the City is in agreement regarding entitlement due the CONTRACTOR on a particular issue that the CONTRACTOR has brought to the attention of the City with a notice, and finds that there is a clear entitlement for additional compensation, the CONTRACTOR and the City will choose a method to be used for

calculating the value of the extra Work from the three methods described in Article 11.1.B.1, 2, or 3 above.

1. CHANGE USING UNIT PRICES METHOD. When a change in Contract Price using unit prices is applied, described in Article 11.1.B.1 (UNIT PRICES), a Field Order, signed by the City, will be given to the CONTRACTOR. The increase in line item quantities shall be tracked and documented in the daily extra Work report (Article 11.4) which must identify the quantities used/consumed/handled and shall be presented to the City's on-site representative on a daily basis for review, for pertinent comments, and counter-signature. The CONTRACTOR will invoice the City for the line item quantity used for the extra Work following the conditions of Article 14, "PAYMENTS TO CONTRACTOR, RETENTION AND COMPLETION". A reconciliation Contract Change Order will be executed when the final quantities used are known. The Contract Change Order will account for the over or under amount of line item quantities.
  2. CHANGE USING AGREED UPON LUMP SUM METHOD. When the payment method described in Article 11.1.B.2 (LUMP SUM) is used, a Field Order or a Contract Change Order, signed by the City, will be given to the CONTRACTOR. The CONTRACTOR will invoice the City for the extra Work following the conditions of Article 14.
  3. CHANGE USING FORCE ACCOUNT "COST OF Work" METHOD. When no agreement can be reached on the method of payment for the extra Work, the method described in Article 11.1.B.3 (COST OF WORK), force account payment (determined as provided in Article 11.2) shall be used. A Field Order will be given to the CONTRACTOR, signed by the City, describing the Work. The City reserves the right to place a "not to exceed" amount on the Field Order based on a City cost estimate. If the approximate value of the cost of extra Work approaches the "not to exceed" value, the CONTRACTOR shall notify the City in order that a further decision may be made as to how to proceed. When the extra Work is completed a Contract Change Order for the accumulated total value of the extra Work shall be executed, should the value of the Work exceed the Field Order allowance. The extra Work shall be documented in the Daily Extra Work Report (Article 11.4).
- D. DISAGREEMENT REGARDING ENTITLEMENT. When there is no agreement between the CONTRACTOR and the City on an issue of Work that has not yet been started that the CONTRACTOR has brought to the City pursuant to Article 11.5 "CONTRACTOR SHALL PROVIDE NOTICE", and the City does not find that there is any entitlement for additional compensation due the CONTRACTOR, the Work in question may be designated "DISPUTED WORK". During the performance of any such "DISPUTED WORK" the CONTRACTOR shall:
1. Although not to be construed as proceeding under agreed-upon extra Work provisions, the CONTRACTOR shall keep and furnish records breaking down the Work as described in the following Article 11.2. Daily records shall be furnished according to Article 11.4.
  2. The CONTRACTOR shall continue with the disputed Work according to Article 2.6.

11.2 COST OF WORK - FORCE ACCOUNT (BASED ON TIME AND MATERIALS)

- A. GENERAL: The term "cost of Work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of extra Work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall include the costs itemized in Article 11.3.D.1. to be compensated for as a part of the stipulated overhead and profit allowance.
- B. LABOR: The costs of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra Work at the time the extra Work is done, plus employer payments of payroll taxes, workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. Labor costs for equipment operators and helpers will be paid only when such costs are not included in the invoice for equipment rental. The labor costs for foremen shall be proportioned to all of their assigned Work and only that applicable to extra Work shall be paid. Non-direct labor costs including superintendence shall be considered part of the markup set out in Article 11.3. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already on the Site, or in the absence of such labor, established by collective bargaining agreements for the type of workmen and location of the extra Work, whether or not the operator is actually covered by such an agreement.
- C. MATERIALS: The cost of materials reported shall be at invoice or lowest current price at which materials are locally available and delivered to the Site in the quantities involved, plus the cost of freight, delivery and storage, subject to the following:
1. All trade discounts and rebates shall accrue to the City, and the CONTRACTOR shall make provisions so that they may be obtained;
  2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the City. Except for actual costs incurred in the handling of such materials, markup will not be allowed;
  3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra Work items or the current wholesale price for such materials delivered to the Site, whichever price is lower; and
  4. If in the opinion of the City the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the Site less trade discount. The City reserves the right to furnish materials for the extra Work and no claim will be allowed by the CONTRACTOR for costs and profit on such materials.
- D. EQUIPMENT: The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the "Labor Surcharge and Equipment Rental Rates" published by the State of California Business, Transportation & Housing Agency (CALTRANS). Such rental rate will be used to compute payments for

equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment will be the rate resulting in the least total cost to the City for the total period of use. If it is deemed necessary by the CONTRACTOR to use equipment not listed in the publication specified, an equitable rental rate for the equipment will be established by the City. The CONTRACTOR may furnish cost data which might assist the City in the establishment of the rental rate. Payment for equipment shall be subject to the following:

1. All equipment shall, in the opinion of the City, be in good working condition and suitable for the purpose for which the equipment is to be used;
  2. Before construction equipment is used on the extra Work, the CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the City a description of the equipment with its identifying number;
  3. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer;
  4. Individual pieces of equipment or tools having a replacement value of \$250 or less, whether or not consumed by use, will be considered to be small tools and no payment will be made therefore.
- E. EQUIPMENT RENTAL TIME: The rental time to be paid for equipment on the Site will be the time the equipment is in productive operation on the extra Work being performed and, in addition, will include the time required to move the equipment to the location of the extra Work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra Work, even though located at the Site of the extra Work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the Site of the extra Work on other than the extra Work. Rental time will not be allowed while equipment is inoperative due to breakdowns. The rental time of equipment on the Work site will be computed subject to the following:
1. When hourly rates are listed, any part of an hour less than **thirty (30) minutes** of operation will be considered to be half-hour (1/2 – hour) of operation, and any part of an hour in excess of **30 minutes** will be considered **1 hour** of operation;
  2. When daily rates are listed, any part of a day less than **4 hours** operation will be considered to be **1/2 – day** of operation. When owner-operated equipment is used to perform extra Work to be paid for on a time and materials basis, the CONTRACTOR will be paid for the equipment and operator, as set forth in this Article.
  3. Payment for the equipment will be made in accordance with the provisions in Article 11.

F. SURETIES: All Work performed hereunder shall be subject to all of the provisions of the Contract Documents and the CONTRACTOR's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to Bonds or supplemental Bonds shall be submitted to the City for review prior to the performance of any Work hereunder.

11.3 OVERHEAD & PROFIT (O&P) PERCENTAGE SCHEDULE. The allowance for overhead and profit must not exceed the values in the Overhead & Profit Schedule table below.

- A. For Change Orders, whether additive or deductive and work classified as Extra Work, the allowance for overhead and profit must include full compensation for superintendence, insurance premiums, bond premiums, taxes, field office expense, extended overhead, home office overhead, and any other items of expense e.g., Change Order estimating and preparation cost, claims preparation cost, schedule analysis, project management, and field engineering.
- B. Extended overhead must be any and all costs incurred either in the field or at your office resulting from Extra Work excluding direct costs related to direct hourly labor, equipment, or materials necessary to complete the Extra Work.
- C. Overhead & Profit Schedule table

O & P Schedule		
Component	Overhead	Profit
Labor	10%	10%
Material	10%	5%
Equipment	10%	5%
Subcontractor Extra Work	3.5%	1.5%

- D. Work paid under Allowance Bid items for permits, governmental fees, or direct payments specified in the Contract Documents will not be subject to any markups.
- E. When all or any part of the Extra Work is performed by a Subcontractor, the allowance specified herein will be applied to the labor, materials, and equipment costs of the Subcontractor, to which you may add 5% of the Subcontractor's total cost for the Extra Work.
- F. Regardless of the number of hierarchical tiers of Subcontractors, the 5% which is your allowance 3.5% (for overhead) and 1.5% (for profit) may be applied one time only to the performing Subcontractor's total cost.
- G. You will only be reimbursed, with 6% markup, for the warranty extensions beyond the time required by the Contract Documents if requested by the City.
- H. The O&P Schedule shall be used for "Negotiated Sum" (described in Article 11.1.B.2) and/or "Time and Materials" (described in Article 11.1.B.3) Work. Unit Price Work shall not have the overhead and profit markup applied to the Work, on the basis that the Unit Price includes overhead and profit margins.

CONTRACTOR shall set up separate cost codes for each extra Work item and account for all labor, materials and equipment for each cost code. This includes using said cost codes for all labor expended on extra Work, and coding delivery tickets and P.O.'s as well. The same cost code shall appear on the daily report to account for labor, materials and

equipment devoted/used that day for each extra Work item. Failure to comply with this requirement shall be a waiver of the right to collect the same.

- E. IT IS EXPRESSLY UNDERSTOOD THAT THE VALUE OF SUCH EXTRA WORK OR CHANGES, AS DETERMINED BY ANY OF THE AFOREMENTIONED METHODS, EXPRESSLY INCLUDES ANY AND ALL OF CONTRACTOR'S COSTS AND EXPENSES, BOTH DIRECT AND INDIRECT, RESULTING FROM EFFORTS TO IDENTIFY, QUOTE AND/OR NEGOTIATE THE CHANGE(S) AS WELL AS ADDITIONAL TIME REQUIRED ON THE PROJECT, OR RESULTING FROM DELAYS TO THE PROJECT, INCLUDING BUT NOT LIMITED TO ACCELERATION, CUMULATIVE AFFECT OF THE CHANGE(S), EXPEDITING THE WORK, FRAGNETS, ETC.

NO RESERVATION OF RIGHTS, EXPRESS OR IMPLIED, WILL BE PERMITTED OR ALLOWED.

#### 11.4 CONTRACTOR'S DAILY EXTRA WORK REPORT

- A. General. At the close of each working day, the CONTRACTOR shall submit a daily report to the Inspector, on forms approved by the City, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized concerning extra Work items. An attempt shall be made to reconcile the report daily, and the Inspector and the CONTRACTOR shall sign it. The report shall clearly differentiate between extra or disputed Work and Contract Work. In the event of disagreement, pertinent notes shall be entered by each party to explain points that cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the CONTRACTOR. The CONTRACTOR shall organize and forward copies of the CONTRACTOR's and Inspector's reports to the City upon the completion of each "Time and Material" activity.
- B. CONTRACTOR shall maintain its records in such a manner as to provide a clear distinction between the direct costs of any extra Work and/or deductive Work and the original Contract Work. This requirement pertains to the costs for wholly or partially approved Change Order Requests (COR's), Construction Change Directives (CCD's), Change Orders (CO's), Field Orders (FO's), and Work CONTRACTOR considers to be potential Change Orders.

- 11.5 CONTRACTOR SHALL PROVIDE NOTICE. If the CONTRACTOR should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates the City to pay additional compensation to CONTRACTOR or to grant an extension of time, or constitutes a waiver of any provision in the Agreement, the CONTRACTOR shall provide written "Notice" to the City **within 5 days** after sustaining of such damage, or being notified of an adverse decision, and provide within **14 days** of the event the factual basis supporting the claim (unless otherwise specified). For requests for additional compensation for alleged changed conditions, such as finding rock, notice shall be made before the condition instigating the notice is disturbed. The written "Notice" shall state the summary points for which the factual bases will support the claim and cite in detail the Project Documents (including plans and specifications) upon which the claim is to be based. CONTRACTOR's failure to notify the City within such a period shall be deemed a waiver and relinquishment of such a claim. If such notice is given within the specified time, the procedure for its consideration shall be as stated above in these General Conditions. In addition, on or before the end of the month for which the claim has been filed, the CONTRACTOR shall also file with the City the **WAIVER AND RELEASE FORMS**, for which the claim and the amount of the claim is identified. If the claim is

not indicated on the **WAIVER AND RELEASE FORMS, CONTRACTOR'S** claim shall be forfeited and invalidated and it shall not be entitled to consideration for time or payment on account of any such claim.

- 11.6 **COSTS RELATING TO WEATHER/ FORCE MAJEURE.** The CONTRACTOR shall have no claims against the City for damages for any injury to Work, materials, or equipment, resulting from the action of the elements whether caused by weather, earthquakes, or other natural events. If, however, in the opinion of the City, the CONTRACTOR has made all reasonable efforts to protect the materials, equipment, and Work, the CONTRACTOR may be granted a reasonable extension of Contract Times to make proper repairs, renewals, and replacements of the Work, materials, or equipment. All costs incurred as a result of any force majeure, including abnormally or unusually severe weather, earthquakes or other natural perils shall not be compensable from the City and the risks associated therewith shall be exclusively borne by CONTRACTOR. To the extent CONTRACTOR elects to protect itself from any/all of said risks, it shall insure against the same.

## **ARTICLE 12 – CHANGE OF CONTRACT TIMES**

### 12.1 GENERAL

- A. Contract times are stated in the Notice Inviting Sealed Bids, Section 00030, The Public Improvement Agreement, and the Supplemental General Conditions, Section 00800, of these Contract Documents.
- B. The Contract Times may only be changed by a Change Order. Any claim for an extension of the Contract Times shall be based on written notice delivered by the CONTRACTOR to the City promptly (but in no event later than 24 hours) after the start of the event giving rise to the claim and stating the general nature of the claim. Reference Article 11.5 "CONTRACTOR SHALL PROVIDE NOTICE". Notice of the extent of the claim with supporting data shall be delivered within **5 days** after the start of such event (unless the City allows an additional period of time for the submission of additional or more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR is entitled as a result of said event. All claims for adjustment in the Contract Times will be determined by the City. No claim for an adjustment in the Contract Times will be valid if not submitted in accordance with the requirements of this Article 12.1.B. An increase in Contract Times does not mean that the CONTRACTOR is due an increase in Contract Price. Only compensable time extensions will result in an increase in Contract Price.
- C. Extra Work executed by the CONTRACTOR in conjunction, simultaneously or concurrently with the Work does not create a compensable time extension.
- D. Extra Work executed by the CONTRACTOR during Contract Schedule Float does not create a compensable time extension.
- E. The value of time expended on extra Work is fully compensated by the markups for overhead and profit found on the table in Article 11.3.
- F. All time limits stated in the Contract Documents are of the essence of the Agreement.
- G. When CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost on the critical path of the Work due to such delay, if a claim is made therefore as provided in Article 12.1.B. Delays beyond the control of CONTRACTOR shall include, but not be limited

to, acts or neglect by the City; acts or neglect of those performing other Work as contemplated by Article 7; and fires, floods, epidemics, abnormal weather conditions, or acts of God. Delays attributable to and within the control of any Subcontractor or Supplier (of any tier) shall be deemed to be delays within the control of the CONTRACTOR.

H. In no event will the City be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for any increase in the Contract Price or other damages arising out or resulting from the following:

1. Delays caused by or within the control of CONTRACTOR;
2. Delays beyond the control of both the City and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by those performing other Work as contemplated by Article 7; or
3. City-caused/responsible delays, concurrent with items 1 and/or 2 above.

12.2 EXTENSIONS OF CONTRACT TIMES FOR DELAY DUE TO WEATHER. The CONTRACTOR's construction schedule shall anticipate delay due to seasonal weather.

12.3 OWNERSHIP OF PROJECT SCHEDULE FLOAT/EARLY COMPLETION SCHEDULE

A. Total Float is the number of days by which a part of the Work in the Construction Schedule may be delayed from its early dates without necessarily extending the Contract Time. Contract Float is the number of days between the CONTRACTOR's anticipated date for early completion of the Work, or specified part, and the corresponding Contract Time. Total float and Contract Float belong to the Project and are not for the exclusive benefit of any party. They shall be available to the City, the construction manager, their consultants, or the CONTRACTOR, to accommodate changes in the Work, or to mitigate the effects of events which may delay performance or completion. The City will monitor and optimize the use of float for the benefit of the Project.

B. IF CONTRACTOR SUBMITS A REVISED SCHEDULE SHOWING AN EARLIER COMPLETION DATE FOR THE PROJECT, THE CITY'S ACCEPTANCE OF THIS REVISED SCHEDULE SHALL NOT ENTITLE CONTRACTOR TO ANY DELAY CLAIM OR DAMAGES DUE TO ANY SUCH REVISED SCHEDULE. CONTRACTOR AND ALL SUBCONTRACTORS SHALL INCLUDE, AS DEEMED APPROPRIATE, SUFFICIENT AMOUNTS TO COVER THE HOME OFFICE AND FIELD OVERHEAD COSTS COMMENSURATE WITH THE PUBLISHED CONTRACT DURATION. FAILURE TO INCLUDE OVERHEAD COSTS IN THEIR BIDS THROUGH THE CONTRACT DURATION SHALL BE AT THE RISK OF CONTRACTOR AND ITS SUBCONTRACTORS.

12.4 EXTENSION OF TIME - LIQUIDATED DAMAGES

A. The CONTRACTOR and the City hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. CONTRACTOR shall be assessed the sum set forth in the **Agreement**, as liquidated damages for each and every day the Work required under the Project Documents remains unfinished past the time for completion, as set forth in the **Agreement**, and any extensions of time granted by the City to the CONTRACTOR under the terms of the Project Documents. The CONTRACTOR will pay to the City or the City may retain from amounts otherwise payable to the CONTRACTOR, said amount for each day after failure to meet the requirements of the contract completion as scheduled in the Agreement. For purposes of this article, the Work shall be considered "complete" in accordance with these General Conditions, except that the Work may be considered

complete without formal acceptance by the City Council so long as the City Council, at its next regularly scheduled meeting, accepts the Work.

- B. CONTRACTOR shall not be charged for liquidated damages, as set forth above, because of any delays in completion of Work which are not the fault or negligence of CONTRACTOR, including but not restricted to acts of God, as long as CONTRACTOR informs City of such events. As soon as CONTRACTOR become aware of any delay and no later than **14 days** from the commencement of the delay, CONTRACTOR shall notify the City in writing of causes of delay in accordance with the contract scheduling specifications. CONTRACTOR shall provide documentation and justification to substantiate the delay and its relation to the Project's critical path. Extension of time shall apply only to that portion of Work affected by the delay, and shall not apply to other portions of Work not so affected.

### **ARTICLE 13 – INSPECTIONS AND TESTS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

- 13.1 **AUTHORITY OF INSPECTOR.** Any Work performed by the CONTRACTOR upon the instructions or comments by the Inspector may be confirmed by the CONTRACTOR, at the CONTRACTOR's option, in writing by the City. Any extra Work performed without the written instruction of the City shall be at CONTRACTOR's sole cost and expense and there will be no delay damages incurred by City for such Work.
- 13.2 **INSPECTION.** No Work shall be carried on except with the knowledge of the Inspector(s). The Inspector shall have free access to any or all parts of Work at any time. CONTRACTOR shall furnish Inspector reasonable opportunities for obtaining such information as may be necessary to keep Inspector fully informed respecting progress and manner of Work and character of materials. Inspection of Work shall not relieve CONTRACTOR from any obligation to fulfill the Project Documents. Inspector shall have authority to stop Work whenever provisions of Project Documents are not being complied with and such noncompliance is discovered. CONTRACTOR shall instruct its employees accordingly.
- 13.3 **NOTICE OF DEFECTIVE Work.** Prompt notice of Defective Work known to the City will be given to the CONTRACTOR. Defective Work discovered or uncovered will be noticed to the CONTRACTOR as soon as practicable. All Defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13. Defective Work may be rejected even if approved by prior inspection.
- 13.4 **ACCESS TO WORK.** The City, Engineer, their consultants, subconsultants, other representatives and personnel of the City, independent testing laboratories, and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access, including sheeting and shoring as may be necessary, and advise them of CONTRACTOR's Site safety procedures, and programs so that they may comply therewith as applicable.
- 13.5 **INSPECTIONS AND TESTS**
- A. The CONTRACTOR shall give the City not less than **2 working days** notice of readiness of the Work for all required general inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Specialty inspections shall be scheduled **7 days** in advance.

- B. The City shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
1. For inspection, tests, or approvals covered by Articles 13.5.C. and 13.5.D. below;
  2. That costs incurred in connection with tests or inspections conducted pursuant to Article 13.5.G. shall be paid for by the CONTRACTOR.
- C. If Laws and Regulations of any public body having jurisdiction require any Work (or any part thereof) to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals; pay all costs in connection therewith; and furnish the City the required certificates of inspection or approval.
- D. The CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for the City's acceptance of materials or equipment to be incorporated in the Work or acceptance of materials, mix designs, or equipment submitted for approval prior to the CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to the City.
- E. The City will make, or have made, such inspections and tests as the City deems necessary to see that the Work is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary General Conditions, the cost of such inspection and testing will be borne by the City. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the City, as well as the cost of subsequent reinspection and retesting. Neither observations by the Engineer nor inspections, tests, or approvals by others shall relieve the CONTRACTOR from the CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.
- F. If any Work that is to be inspected, tested, or approved is covered without written concurrence of the City, it must, if requested by the City, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense.
- G. If any Work is covered contrary to the written request of the City, it must, if requested by the City, be uncovered for the City's observation and recovered at the CONTRACTOR's expense.
- H. If the City considers it necessary or advisable that covered Work be observed by the City or inspected or tested by others, the CONTRACTOR, at the City's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the City may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is Defective Work, the CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to, fees and charges of engineers, architects, attorneys, and other professionals. However, if such Work is not found to be Defective Work, the CONTRACTOR will be allowed an increase in the Contract Price, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a request for additional compensation therefore as provided in Articles 10, 11 and 12.

- I. All initial tests shall be performed under the direction of the City. All re-testing due to failure shall be performed under the direction of the City, and the cost of all re-testing shall be borne by the CONTRACTOR. The costs and potential loss of productivity to accommodate re-testing shall be borne by the CONTRACTOR.
  - J. A City Inspector, or designee, may be required on the job site at all times Work is in progress as determined by the City. Inspection will be required by the appropriate agency for the following type of Work: trenching, special or sand bedding, laying pipe, any welding, backfill, compaction and pavement replacement. Special Work hours required by the Contract are considered normal hours.
- 13.6 THE CITY MAY STOP THE WORK. If Defective Work is identified, the City may order the CONTRACTOR to stop performance of the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the CONTRACTOR or any other party.
- 13.7 CORRECTION OR REMOVAL OF DEFECTIVE WORK. If required by the City, the CONTRACTOR shall promptly either correct all Defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the Engineer, remove it from the Site and replace it with non-defective Work. The CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby.
- 13.8 ACCEPTANCE OF DEFECTIVE WORK. If, instead of requiring correction or removal and replacement of Defective Work, the City prefers to accept the Defective Work, the City may do so. The CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to the City's evaluation of and determination to accept such Defective Work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the City shall be entitled to an appropriate decrease in the Contract Price.
- 13.9 THE CITY MAY CORRECT DEFECTIVE WORK
- A. If the CONTRACTOR fails within a reasonable time after written notice from the City to correct Defective Work, or to remove and replace Defective Work as required by the City in accordance with Article 13.7, or if the CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if the CONTRACTOR fails to comply with any other provision of the Contract Documents, the City may, after **7 days** written notice to the CONTRACTOR, correct and remedy any such deficiency.
  - B. In exercising the rights and remedies under this paragraph, the City shall proceed with corrective and remedial action. In connection with such corrective and remedial action, the City may exclude the CONTRACTOR from all or part of the Site, take possession of all or part of the Work, and suspend the CONTRACTOR's services related thereto and incorporate in the Work all materials and equipment for which the City has paid the CONTRACTOR whether stored at the Site or elsewhere. The CONTRACTOR shall provide the City, City's representatives, Engineer, and Engineer's consultants access to the Site to enable the City to exercise the rights and remedies under this Article.
  - B. All direct, indirect, and consequential costs and damages incurred by the City in exercising the rights and remedies under this paragraph will be charged against the CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the City shall be entitled to an appropriate

decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, the City may make a claim therefore as provided in Article 11. Such claim will include, but not be limited to, all costs of repair or replacement of Work of others, destroyed or damaged by correction, removal, or replacement of CONTRACTOR's Defective Work and all direct, indirect, and consequential damages associated therewith.

- D. The CONTRACTOR shall not be allowed an extension of Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by the City of the City's rights and remedies under this paragraph.

#### 13.10 CORRECTION PERIOD

- A. The correction period for Defective Work shall be the longer of:
  - 1. One year after the date of final acceptance;
  - 2. Such time as may be prescribed by Laws and Regulations;
  - 3. Such time as specified by the terms of any applicable special guarantee required by the Contract Documents; or
  - 4. Such time as specified by any specific provision of the Contract Documents.
- B. If, during the correction period as defined in Article 13.10A above, any Work is found to be Defective Work, the City shall have the same remedies as set forth in Articles 13.7, 13.8, and 13.9 above.
- C. Where Defective Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of **1 year** after such correction or removal and replacement has been satisfactorily completed.

### ARTICLE 14 – PAYMENTS TO CONTRACTOR, RETENTION AND COMPLETION

#### 14.1 APPLICATION FOR PROGRESS PAYMENT

- A. On the 25th of each month, the CONTRACTOR shall submit to the City for review, the Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application for Payment and accompanied by the appropriate waiver(s) and release upon "Progress Payment" and such supporting documentation as is required by the Project Documents.
- B. The Application for Payment shall identify, as a subtotal, the estimated amount of the CONTRACTOR total earnings to date; plus the value of materials stored at the Site, pursuant to Article 14.1.K, which have not yet been incorporated in the Work; and less a deductive adjustment for materials installed which were not previously incorporated in the Work, but for which payment was allowed under the provisions for payment for materials stored at the Site, but not yet incorporated in the Work.
- C. The net payment due the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted five percent (5%) retention and the total amount of all previous payments made to the CONTRACTOR. The City shall have the right to issue joint checks to CONTRACTOR and SUBCONTRACTOR and/or Suppliers.

- D. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or Surety from any damages arising from such Work or from enforcing each and every provision of this Agreement, and the City shall have the right subsequently to correct any error made in any estimate for payment.
- E. CONTRACTOR SHALL NOT BE ENTITLED TO HAVE ANY PAYMENT ESTIMATES PROCESSED OR BE ENTITLED TO HAVE ANY PAYMENT FOR WORK PERFORMED SO LONG AS ANY LAWFUL OR PROPER DIRECTION CONCERNING WORK, OR ANY PORTION THEREOF, GIVEN BY THE CITY OR ENGINEER SHALL REMAIN UNCOMPLIED WITH BY THE CONTRACTOR.
- F. The City has discretion to require from the CONTRACTOR any of the following information with the application for payment:
1. Certified payroll covering the period of the prior application for payment;
  2. Unconditional waivers and releases from all Subcontractors/suppliers for which payment was requested under the prior application(s) for payment;
  3. Receipts or bills of sale for any items.
  4. Signature of the Inspector, confirming that the maintenance of the Record Drawings is being kept up-to-date, and that the Record Drawings are not being used as a construction set.
- G. NO PAYMENT BY THE CITY HEREUNDER SHALL BE INTERPRETED TO IMPLY THAT THE CITY HAS INSPECTED, APPROVED, OR ACCEPTED ANY PART OF THE WORK. The final payment of **5%** of the value of the Work done under this Agreement, if unencumbered, shall be made within **55 days** after the City records the Notice of Completion. ACCEPTANCE WILL BE MADE ONLY BY ACTION OF THE ESCONDIDO CITY COUNCIL.
- H. Payments for Change Order items can be included into the monthly progress payments, only after the Change Order has been fully executed and approved by the CITY and the CONTRACTOR, and only to the extent that Change Order Work has been performed.
- I. The value of materials stored at the Site shall be an amount based upon the value of all acceptable materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5,000 and will become a permanent part of the Work. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the City's interest therein, all of which will be satisfactory to the City.
- J. Unless otherwise provided, on or before making request for final payment of the undisputed amount due under the Agreement, CONTRACTOR shall submit to the City, in writing a summary of all claims for compensation under or arising out of this Agreement which were timely submitted. The acceptance by CONTRACTOR of the payment of the final amount shall constitute a waiver of all claims against the City under or arising out of this Agreement, except those previously made, in a timely manner and in writing, and identified by CONTRACTOR as unsettled at the time of CONTRACTOR's final request for payment.

- K. Materials included in the progress payments shall be stored properly and protected as required to prevent damage, including but not limited to, rust, dents, scratches, and decay. Materials stored on-site and subject to payment, shall be gated and secured to prevent theft and/or vandalism. When the CONTRACTOR requests payment for materials not incorporated in the Work, the following terms and conditions shall apply:
1. For permanent materials delivered to the project site, or stored in an approved location off-site, an allowance of one-hundred percent (100%) of the material costs plus freight charges as invoiced may be made. The allowance will be based upon validated invoices or bills for such materials, including freight charges, and a copy thereof shall be made a part of the documented records for the project. All permanent materials approved for payment will have been tested by the City for compliance with the requirements of the Project Documents. Payment will only be made for permanent materials that conform to the requirements of the Project Documents.
  2. No allowance shall be made for fuels, form lumber, falsework, temporary structures or other materials of any kind that will not become an integral part of the finished contraction.
  3. All permanent materials, for which an allowance is requested, shall be stored in an approved manner where damage is not likely to occur. If any of the stored materials are lost or become damaged in any manner, CONTRACTOR shall be responsible for repairing or replacement of such damaged materials. The value of the lost or damaged materials shall be deducted from the CONTRACTOR's subsequent progress payments until replacement has been accomplished.
  4. Permanent materials, for which payment has been made, either wholly or partially, shall not be removed from the approved location until such time that it is incorporated into the Work, unless approved by the City and/or the Engineer.
  5. The following must accompany the written request for payment of stored materials:
    - a. Consent of the Surety specifying the material type and the bid items in which the material is to be used.
    - b. Validating invoices showing that payment for the material has been made.
    - c. A written statement from CONTRACTOR attesting that the invoices, as submitted do not include charges and/or fees for placing, handling, erecting or any other charges and/or markups other than the actual material cost, sales tax if applicable, and freight charges.
    - d. Bill of lading showing delivery of the material.
    - e. Inspection test reports, and certifications if required by the Contract Documents.
    - f. CONTRACTOR shall obtain a negotiable warehouse receipt, endorsed over to the City for materials and/or equipment stored in an off-site warehouse.
    - g. Certificate of insurance clearly indicating that the materials or equipment is fully insured against theft, fire, vandalism, malicious mischief, as well as other coverage required under the Project Documents.
  6. Nothing in these General Conditions shall be interpreted as requiring the City to pay for stored materials. The City shall decide on a case-by-case basis whether stored materials can be paid for. Some factors the City will consider are:

CONTRACTOR's ability to meet the Project Schedule and milestones, the effectiveness of CONTRACTOR's quality control plan, how record drawings are being maintained and kept up, the status of the material submittals, and the on-going cleanliness of the Project and the Project Site. No payment will be made for stored materials that have not been submitted and accepted.

7. If the permanent materials are stored off-site, CONTRACTOR must pay the City's representative's transportation and lodging to see the permanent materials.
8. Full title to the materials and/or equipment shall vest with the City at the time of delivery to the site, warehouse or other storage location.

14.2 UNIT PRICE BID SCHEDULE. Progress payments on account of unit price Work will be based on the number of units completed as determined by the City and/or its representative.

14.3 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN)

A. CONTRACTOR shall furnish on a form approved by the City:

1. Within **10 days** of award of the contract and commensurate with the specification section entitled **CONSTRUCTION SCHEDULES**, provide a detailed preliminary estimate giving a complete breakdown of contract price for each area of the project and/or site, which shall include all Subcontractor/supplier agreements showing the dollar amounts of these agreements to justify the schedule of values, and showing separate line items for the material cost(s) and installation cost(s).
2. A periodical itemized estimate of Work done for purpose of making partial payments thereon, that is until the cost loaded CPM construction schedule has been developed (if required by the Contract).
3. Within **10 days** of a request by City, a schedule of estimated monthly payments which shall be due CONTRACTOR under the **Agreement**.

B. Values employed in making up any of these schedules are subject to the City's written approval and will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from contract price.

1. Unless otherwise agreed in writing, payment for CONTRACTOR's mobilization costs shall be cost loaded as follows:

Mobilization Payment Schedule	
Upon Mobilization	50% of Mobilization item may be billed for bonding, insurance and yard set-up costs
25%	10% of Mobilization item may be billed
50%	10% of Mobilization item may be billed
75%	10% of Mobilization item may be billed
100% (clean up completed)	20% remaining to pay for de mobilization

14.4 ALLOWANCES

A. The following costs shall be included in all allowances;

1. Cost of the product to CONTRACTOR or Subcontractor, less applicable trade discounts.
2. Delivery to the site.

3. Applicable taxes.
- B. CONTRACTOR costs included in the Contract Sum include, but are not limited to;
1. Arrangement of product(s) shipping and handling at site, including unloading, uncrating, and storage.
  2. Protection of products from the elements and from damage.
  3. Labor for installation, adjustments and finishing products.
  4. Product warranties.
  5. Scheduling changes and updates.
  6. Other expenses required to complete installation.
  7. CONTRACTOR and Subcontractor(s) overhead and profit.
- C. The adjustments in costs will be made if the net cost is more or less than the specified amount of the allowance. The net cost of the adjustment shall be the amount of the difference between the specified allowance and the actual cost of the material, with the exception of a not-to-exceed fifteen percent (15%) mark-up for overhead and profit. The Contract Sum will be adjusted by Change Order.
1. Submit any claims for anticipated additional costs, or other expenses caused by the selection of the allowance, prior to execution of the Work.
  2. Submit documentation for actual additional costs, or other expenses caused by the selection the allowance, prior to execution of the Work.
  3. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.
- D. City may separately bid the materials, subject to the specified allowances. The successful bidder will be assigned to CONTRACTOR, and shall be considered a Subcontractor to the CONTRACTOR. Upon assignment, the CONTRACTOR shall all make the necessary submittals, prepare necessary shop drawings and coordinate all related Work. CONTRACTOR shall make all necessary adjustments and revisions to the Project Schedule for such allowances and Subcontractor assignments.

#### 14.5 WAIVER, CONDITIONAL RELEASE, RELEASE OF CLAIMS

- A. Commensurate with the statutes of Public Contract Code section 7100 et seq., provisions in public works contracts with public entities which provide that acceptance of a payment otherwise due a CONTRACTOR is a waiver of all claims against the public entity arising out of the Work performed under the contract or which condition the right to payment upon submission of a release by the CONTRACTOR of all claims against the public entity arising out of performance of the public Work are against public policy and null and void. This section shall not prohibit a public entity from placing in a public works contract and enforcing a contract provision which provides that payment of undisputed contract amounts is contingent upon the CONTRACTOR furnishing the public entity with a release of all claims against the public entity arising by virtue of the public works contract related to those amounts. The CONTRACTOR from the operation of the release may specifically exclude disputed contract claims in stated amounts.
- B. Neither the City nor original CONTRACTOR by any term of their contract, or otherwise, shall waive, affect, or impair the claims and liens of other persons whether with or without notice except by their written consent, and any term of the contract to that effect

shall be null and void. Any written consent given by any claimant pursuant to this subdivision shall be null, void, and unenforceable unless and until the claimant executes and delivers a waiver and release. Such a waiver and release shall be binding and effective to release the City, construction lender, and surety on a payment bond from claims and liens only if the waiver and release follows substantially one of the forms set forth in this section and is signed by the claimant or his or her authorized agent, and, in the case of a conditional release, there is evidence of payment to the claimant. Evidence of payment may be by the claimant's endorsement on a single or joint payee check that has been paid by the bank upon which it was drawn or by written acknowledgment of payment given by the claimant.

- C. No oral or written statement purporting to waive, release, impair or otherwise adversely affect a claim is enforceable or creates any estoppel or impairment of a claim unless:
  - 1. It is pursuant to a waiver and release prescribed herein, or
  - 2. The claimant had actually received payment in full for the claim.
- D. This section does not affect the enforceability of either an accord and satisfaction regarding a bona fide dispute or any agreement made in settlement of an action pending in any court provided the accord and satisfaction or agreement and settlement make specific reference to the, stop notice, or bond claims.
- E. The waiver and release given by any claimant hereunder shall be null, void, and unenforceable unless it follows substantially the following forms in the following circumstances. Each waiver in this provision shall contain the following language, in at least as large a type as the largest type otherwise on the document:

-ARTICLE CONTINUES ON NEXT PAGE -

1. Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a progress payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form:

**CONDITIONAL WAIVER AND RELEASE UPON "PROGRESS PAYMENT"**

Upon receipt by the undersigned of a check from: \_\_\_\_\_  
 (Maker of Check)  
 in the sum of \$ \_ payable to: \_\_\_\_\_ (Amount of Check)  
 (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

\_\_\_\_\_ located at: \_\_\_\_\_  
 (CITY) (Job Description)

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to

\_\_\_\_\_ through: \_\_\_\_\_  
 (Your Customer) (Date)

only and does not cover any retention's retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon Work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of the document relies on it, said party should verify evidence of payment to the undersigned.

\_\_\_\_\_  
 (Company Name) (Date)

By: \_\_\_\_\_  
 (Title)

**Exclusions:** Listing of Claims, of which Notice has been given:

1. Claim for: \_\_\_\_\_ In the amount of: \$ \_\_\_\_\_
2. Claim for: \_\_\_\_\_ In the amount of: \$ \_\_\_\_\_
3. Claim for: \_\_\_\_\_ In the amount of: \$ \_\_\_\_\_
4. Claim for: \_\_\_\_\_ In the amount of: \$ \_\_\_\_\_
5. Claim for: \_\_\_\_\_ In the amount of: \$ \_\_\_\_\_

2. Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a progress payment and the claimant asserts in the waiver it has, in fact, been paid the progress payment, the waiver and release shall follow substantially the following form:

**UNCONDITIONAL WAIVER AND RELEASE UPON "PROGRESS PAYMENT"**

The undersigned has been paid and has received a progress payment in the sum of \$ \_\_\_\_\_ for labor, services, equipment, or material furnished to

\_\_\_\_\_  
(Your Customer)

on the job of: \_\_\_\_\_ located at: \_\_\_\_\_  
(CITY) (Job Description)

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to

\_\_\_\_\_ through: \_\_\_\_\_  
(Your Customer) (Date)

only and does not cover any retention's retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon Work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

\_\_\_\_\_  
(Company Name) (Date)

By: \_\_\_\_\_  
(Title)

**Exclusions:** Listing of Claims, of which Notice has been given:

- 1. Claim for: \_\_\_\_\_ In the amount of: \$ \_\_\_\_\_
- 2. Claim for: \_\_\_\_\_ In the amount of: \$ \_\_\_\_\_
- 3. Claim for: \_\_\_\_\_ In the amount of: \$ \_\_\_\_\_
- 4. Claim for: \_\_\_\_\_ In the amount of: \$ \_\_\_\_\_
- 5. Claim for: \_\_\_\_\_ In the amount of: \$ \_\_\_\_\_

**"NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM."**

3. Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a final payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form:

**CONDITIONAL WAIVER AND RELEASE UPON "FINAL PAYMENT"**

Upon receipt by the undersigned of a check from \_\_\_\_\_

in the sum of \$ \_\_\_\_\_ payable to: \_\_\_\_\_

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

\_\_\_\_\_ located at: \_\_\_\_\_  
(CITY) (Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment, or material furnished on the job, except for disputed claims for additional Work in the amount of \$ \_\_\_\_\_

Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

\_\_\_\_\_  
(Company Name) (Date)

By: \_\_\_\_\_  
(Title)

**Exclusions:** Listing of Claims, of which Notice has been given:

1. Claim for: \_\_\_\_\_ In the amount of: \$ \_\_\_\_\_
2. Claim for: \_\_\_\_\_ In the amount of: \$ \_\_\_\_\_
3. Claim for: \_\_\_\_\_ In the amount of: \$ \_\_\_\_\_
4. Claim for: \_\_\_\_\_ In the amount of: \$ \_\_\_\_\_
5. Claim for: \_\_\_\_\_ In the amount of: \$ \_\_\_\_\_

4. Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a final payment and the claimant asserts in the waiver it has, in fact, been paid the final payment, the waiver and release shall follow substantially the form:

**UNCONDITIONAL WAIVER AND RELEASE UPON "FINAL PAYMENT"**

The undersigned has been paid in full for all labor, services, equipment or material

furnished to: \_\_\_\_\_  
(Your Customer)

on the job of: \_\_\_\_\_ located at: \_\_\_\_\_  
(CITY) (Job Description)

and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra Work in the amount of \$ \_\_\_\_\_.

\_\_\_\_\_  
(Company Name) (Date)

By: \_\_\_\_\_  
(Title)

**Exclusions:** Listing of Claims, of which Notice has been given:

1. Claim for: \_\_\_\_\_ In the amount of: \$ \_\_\_\_\_
2. Claim for: \_\_\_\_\_ In the amount of: \$ \_\_\_\_\_
3. Claim for: \_\_\_\_\_ In the amount of: \$ \_\_\_\_\_
4. Claim for: \_\_\_\_\_ In the amount of: \$ \_\_\_\_\_
5. Claim for: \_\_\_\_\_ In the amount of: \$ \_\_\_\_\_

**"NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM."**

14.6 RETENTION. The City shall retain 5% percent of the estimated value of the Work done as part security for the fulfillment of the CONTRACT by the CONTRACTOR.

14.7 SUBSTITUTION OF SECURITIES, ESCROW ACCOUNT

- A. Pursuant to the requirements of Public Contract Code Section 22300, upon CONTRACTOR's request, the City will make payment to CONTRACTOR of any earned retention funds withheld from payments under this Agreement if CONTRACTOR deposits with the City or in escrow with a California or federally chartered bank acceptable to the City, securities eligible for the investment pursuant to Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:
1. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.
  2. All expenses relating to the substitution of securities under Section 22300 and under this Article, including, but not limited to the City's overhead and administrative expenses, and expenses of the escrow agent shall be the responsibility of the CONTRACTOR.
  3. If CONTRACTOR shall choose to enter into an escrow agreement, such agreement form shall be provided by the City upon request, and which shall allow for the conversion to cash to provide funds to meet defaults by the CONTRACTOR including, but not limited to, termination of the CONTRACTOR's control over the Work, stop notices filed pursuant to law, assessment of liquidated damages or amounts to be kept or retained under the provisions of the Project Documents.
  4. Securities, if any, shall be returned to CONTRACTOR only upon satisfactory completion of the Agreement.
- B. To minimize the expense caused by such substitution of securities, CONTRACTOR shall, prior to or at the time CONTRACTOR requests to substitute security, deposit sufficient security to cover the entire amount to be then withheld and to be withheld under the General Conditions of this Agreement. Should the value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the City determines to withhold, CONTRACTOR shall immediately and at CONTRACTOR's expense deposit additional security qualifying under Section 22300 until the total security deposited is no less than equivalent to the amount subject to withholding under the Agreement.
- C. In the alternative, under Section 22300, the CONTRACTOR may request City to make payment of earned retentions directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments in securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the contract, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from the City pursuant to the terms of Section 22300. If CONTRACTOR elects to receive interest on monies withheld in retention by the City, CONTRACTOR shall, at the request of any subcontractor, make that option available to the subcontractor regarding any monies withheld in retention by the CONTRACTOR from the subcontractor. If the CONTRACTOR elects to receive any interest on any monies withheld in retention by the City, then the subcontractor shall receive the identical rate of interest received by the

Contractor on any retention monies withheld from the subcontractor by the CONTRACTOR, less any actual pro rata costs associated with administering and calculating that interest. In the event the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the CONTRACTOR elects to substitute securities in lieu of retention, then, by mutual consent of the CONTRACTOR and subcontractor, the subcontractor may substitute securities in exchange for the release of monies held in retention by CONTRACTOR. This shall apply only to those subcontractors performing more than five percent (5%) of the CONTRACTOR's total bid. The CONTRACTOR shall not require any subcontractor to waive any provision of this section.

- D. If any provision of this Article shall be found to be illegal or unenforceable, then, notwithstanding, the remainder of this Article shall remain in full force and effect, and only such provision shall be deemed stricken.

#### 14.8 CONTRACTOR'S WARRANTY OF TITLE, ASSIGNMENT OF ANTITRUST ACTIONS.

- A. Public Contract Code Section 7103.5 provides:

1. 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 (the City) all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.
2. CONTRACTOR, for itself and all Subcontractors, agrees to assign to the City all rights, title, and interest in and to all such causes of action CONTRACTOR and all Subcontractors may have under the Agreement. This assignment shall become effective at the time the City tenders final payment to the CONTRACTOR, and CONTRACTOR shall require assignments from all Subcontractors to comply herewith.

#### 14.9 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. The City's designee will, within **7 days** after receipt of each Application for Payment, either indicate approval by counter-signature on the application for progress payment, or return the application to the CONTRACTOR indicating in writing the City's reasons for refusing to recommend payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the application. **30 days** after presentation of the Application for Payment with the City's recommendation, the amount recommended will become due and when due, will be paid by the City to the CONTRACTOR.
- B. The City may withhold a sufficient amount or amounts of any payment or payments otherwise due to CONTRACTOR, as in its judgment may be necessary to cover:
1. Payments which may be past due and payable for just claims against CONTRACTOR or any Subcontractors, or against and about the performance of Work on the Project.
  2. The cost of defective or incomplete or damaged Work which CONTRACTOR has not remedied.

3. Liquidated damages assessed against CONTRACTOR.
4. Penalties for violation of labor laws.
5. The cost of materials ordered by the City pursuant to Article 13.
6. The cost of completion of this Agreement if there exists a reasonable doubt that this Agreement can be completed for the balance then unpaid to CONTRACTOR.
7. Damage caused by CONTRACTOR to another contractor.
8. Site clean-up provided by the City (or others on contract to the city) on behalf of the CONTRACTOR for failure of the CONTRACTOR to provide timely and adequate clean up as required by the Project Documents, in the opinion of the City.
9. Payments to indemnify, defend, or hold harmless the City.
10. Any payments due to the City including but not limited to payments for failed tests, utilities or imperfections.
11. Extra services for the Engineer, including but not limited to, services rendered in the evaluation of CONTRACTOR substitution requests, Requests For Information (RFI's), Change Order Requests (COR's) and Claims.
12. Extra services for the INSPECTOR including but not limited to re-inspection required due to CONTRACTOR's failed tests or installation of unapproved or defective materials and CONTRACTOR's requests for inspection and CONTRACTOR's failure to attend the inspection, and Work performed after regular Work hours, or during weekend and/or holidays.
13. Stop Notices/Liens have been filed in connection with the Work and the City has exercised its discretion to not accept a specific Bond intended to discharge of such Liens.
14. Claims by third party entities and/or individuals.
15. Persistent failure to comply with directions given to perform.
16. Costs and/or damages resulting from delay, termination and/or other causes which increase or which may increase the City's costs in administering the contract.
17. There are other items entitling the City to a set-off against the amount recommended.

The City must give the CONTRACTOR written notice stating the reasons for such action and pay the CONTRACTOR in the next application for progress payment, the amount so withheld, or any adjustment thereto agreed to by the City and CONTRACTOR, when CONTRACTOR corrects to the City's satisfaction the reason for such action.

- C. If the above grounds are in the opinion of the City removed by or at the expense of CONTRACTOR, payment shall be made for amounts withheld because of them.
- D. **PAYMENTS WITHHELD.** The City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, the City shall make such payments on behalf of CONTRACTOR. If any payment is so made by the City, then such amount shall be considered as a payment made under contract by the City to CONTRACTOR and the City shall not be liable to CONTRACTOR for such payments

made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The City will render CONTRACTOR an accounting of such funds disbursed on behalf of CONTRACTOR. To minimize/avoid claims of interference and/or that proposed payment was improper, the City shall endeavor to communicate to CONTRACTOR as to the CONTRACTOR's opinion regarding any proposed payment to a third party individual/entity, prior to City making the same. If CONTRACTOR fails to respond in writing detailing the reason(s) for making any such payment within two (2) working days, City shall have the right, but not the duty, to make any such payment without concern that CONTRACTOR will later claim such payment was improper and/or interfered with CONTRACTOR's relationship and/or prospective economic advantage. In such event, all such claims by CONTRACTOR shall be deemed waived.

- E. As an alternative to payment of such claims or obligations, the City, in its sole discretion, may reduce the total contract price as provided in the Article 13.

#### 14.10 PARTIAL OCCUPATION /UTILIZATION

- A. The City reserves the right to occupy buildings and/or portions of the site at any time before completion, and such occupancy shall not constitute final acceptance of any part of Work covered by this Agreement, nor shall such occupancy extend the date specified for completion of the Work, nor shall any such occupancy affect any liquidated damages. The City shall have the right to utilize or place into service any item of equipment or other usable portion of the Work prior to completion of the Work. Whenever the City plans to exercise said right, the CONTRACTOR will be notified in writing by the City, identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service.
- B. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all of the Work shall be borne by the CONTRACTOR. Upon issuance of said written notice of Partial Utilization, the City will accept responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice.
- C. The CONTRACTOR shall retain full responsibility for satisfactory completion of the Work, regardless of whether a portion thereof has been partially utilized by the City, and the CONTRACTOR's **1 year** correction period shall commence only after the date of Project Completion for the entire Work.

#### 14.11 PROJECT COMPLETION

- A. The City shall accept completion of the Agreement and have the Notice of Completion recorded when the entire Work including CONTRACTOR's Punch List(s) and City's final review comments shall have been completed to the satisfaction of the City. The Work may only be accepted as complete by action of the Escondido City Council. Completion means final completion, and the concept of substantial completion shall not apply to this Agreement.

- B. However, the City, at its sole option, may accept completion of the Agreement and have the Notice of Completion recorded when the entire Work including individual portions of the Work shall have been completed to the satisfaction of the City, except for minor corrective items, as distinguished from incomplete items.
  - C. A final walk through of the Project to determine completion of the Agreement and to record the Notice of Completion shall occur only upon a valid claim by CONTRACTOR that the Project is complete except for minor corrective items. Any erroneous claims of completion by CONTRACTOR resulting in a premature walk through shall be at CONTRACTOR's sole cost and expense and the City shall make adjustments to the Contract Price by reducing the amount thereof to pay for any costs incurred by the City due to the erroneous claims by the CONTRACTOR that the Project is complete. Minor corrective items shall be identified in the final walk through of the Project.
  - D. If the CONTRACTOR fails to complete the minor corrective items prior to the expiration of the **35 day** period immediately following recording of the Notice of Completion, the City shall withhold from the final payment an amount equal to twice the estimated cost, as determined by the City, of each item until such time as the item is completed. At the end of such **35 day** period, if there are items remaining to be corrected, the City may elect to proceed as provided in the Article 13.
- 14.12 FINAL APPLICATION FOR PAYMENT. After the CONTRACTOR has completed all of the Work, the punch-list, and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up as-built record documents and other documents, all as required by the Project Documents, and after the Engineer and the City have indicated that the Work is acceptable, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective unconditional waiver releases (Reference Article 14.5) by CONTRACTOR and all SUBCONTRACTORS/suppliers that filed preliminary notices of all previous progress payments, conditional waiver and release upon "final payment", and waivers or releases of all Liens arising out of or filed in connection with the Work.
- 14.13 FINAL PAYMENT AND ACCEPTANCE
- A. If, on the basis of the City's observation of the Work during construction and final inspection, and the City's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the City is satisfied that the Work has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the City designee will recommend payment of the final application for progress payment.
  - B. After acceptance of the Work by the Escondido City Council, the City will make final disposition to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:
    - 1. Liquidated damages, as applicable; and
    - 2. Amounts withheld by the City under Article 14.9.B. which have not been released.
  - C. As a condition of final payment, the CONTRACTOR shall be required to execute a release releasing the City from any and all claims of liability for payment on the Project except for such amounts as may be specifically described and excluded from the release.

- 14.14 RELEASE OF RETENTION AND OTHER DEDUCTIONS. After recording the Notice of Completion with the San Diego County Recorder's Office to initiate the Lien period, and not more than **55 calendar days** thereafter, the City will release to the CONTRACTOR the retention funds withheld pursuant to the Agreement, less any deductions to cover pending claims against the City.

## ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

### 15.1 CITY'S RIGHT TO TERMINATE AGREEMENT

- A. If the CONTRACTOR refuses or fails to complete the Work or any separable part thereof with such diligence as will ensure its completion within the time specified or any extension thereof, or fails to complete said Work within such time, or if the CONTRACTOR should file a petition for relief as a debtor, or should relief be ordered against CONTRACTOR as a debtor under Title 11 of the United States Code, or if CONTRACTOR should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should refuse or should fail to supply enough properly skilled workers or proper materials to complete the Work in the time specified, or if CONTRACTOR should fail to make prompt payment to Subcontractors for materials or labor, or disregard laws or ordinances or instructions of the City, or if CONTRACTOR or its Subcontractors should otherwise violate any provision of this Agreement, including, but not limited to, the performance of defective Work, disregard or violate the Laws or Regulations of any public body having jurisdiction; disregard or violate provisions of the Contract Documents or City's instructions; fail to prosecute the Work according to the approved progress schedule; fail to provide a qualified superintendent, competent workmen, or materials or equipment meeting the requirements of the Contract Documents; or disregard the authority of the City, then the City may, without prejudice to any other right or remedy, serve written notice upon CONTRACTOR and its surety of City's intention to terminate this agreement. Such notice shall contain the reasons for such intention to terminate. Unless within **seven (7) days** after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to the City for the correction thereof have been made, this Agreement shall cease and terminate. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished to the City's satisfaction.
- B. In the event of any such termination, the City shall immediately serve written notice thereof upon surety and CONTRACTOR, and surety shall have the duty to take over and perform this Agreement, provided, however, that if surety within **7 days** after service upon it of notice of termination does not give the City written notice of its intention to unqualifiedly by honor its duty to take over and perform this Agreement, or does not commence actual, on site performance thereof within **15 days** after service of the notice of termination by the City on surety, the City may take over the Work and prosecute it to completion by Agreement or by any other method it may deem advisable for the account and at the expense of CONTRACTOR, and CONTRACTOR and its surety shall be liable to the City for any excess cost or other damages, including the added time devised by City personnel and/or consultants, including attorneys, occasioned by the City thereby. Time is of the essence in this Agreement. If the City takes over the Work as herein above provided, the City may, without liability for so doing, take possession of and utilize in completing the Work such materials, supplies, equipment and other property belonging to the CONTRACTOR as may be on the site of the Work and necessary therefore.

- C. If the expense of finishing the Work, including compensation for additional engineering, architectural, managerial, legal, consulting, personnel, and administrative services, shall exceed the unpaid balance of the Agreement, CONTRACTOR and/or its surety shall pay the difference to the City. Expense incurred by the City as herein provided, and damage incurred through CONTRACTOR's default, shall be certified to City by the Engineer, or ARCHITECT if applicable. If the unpaid balance under the Agreement shall exceed the expense of finishing the Work, including compensation for additional architectural, managerial, legal, consulting, personnel, and administrative services, such excess shall be paid to CONTRACTOR or its creditor(s).
- D. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the City may then issue the notice of termination.
- E. In the event that sufficient funds are not appropriated to complete the Project or the City determines that sufficient funds are not available to complete the Project, the City may terminate or suspend the completion of the Project at any time by giving written notice to the CONTRACTOR. In the event that the City exercises this option, the City shall pay for any and all Work and materials completed or delivered onto the site, and the value of any and all Work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of Work and materials paid for shall include a factor of fifteen percent (15%) for the CONTRACTOR's overhead and profit and there shall be no other costs or expenses paid to CONTRACTOR. All Work, materials and orders paid for pursuant to this provision shall become the property of the City. The City may, without cause, order CONTRACTOR in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as the City may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.
- F. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

#### 15.2 TERMINATION OF AGREEMENT BY THE CITY FOR CONVENIENCE

- A. Upon **7 days** written notice to the CONTRACTOR the City may, without cause and without prejudice to any other right or remedy of the City, elect to terminate the Agreement. In such case, the CONTRACTOR shall be paid (without duplication of any items):
  - 1. For completed and acceptable Work executed in accordance with the Contract Documents, prior to the effective date of termination, including fair and reasonable sums for overhead and profit of such Work;
  - 2. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  - 3. For all reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  - 4. For reasonable expenses directly attributable to termination.
- B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

**ARTICLE 16 – CONSTRUCTION CLAIMS, WAIVER AND RELEASE FORMS, DISPUTES, FALSE CLAIMS ACT.**

16.1 CONTRACTOR CLAIMS

- A. NOTICE. If the CONTRACTOR shall claim compensation for any damage sustained by reason of the acts of the City or its agents, or if the CONTRACTOR disagrees with the City's or Engineer's/Architect's decisions regarding a CONTRACTOR's Change Order Request (COR), the CONTRACTOR shall provide written "Notice" to the City **within 5 days** after sustaining of such damage, or being notified of an adverse decision, and provide within **14 days** of the event the factual basis supporting the claim (unless otherwise specified). The written "Notice" shall state the summary points for which the factual bases will support the claim and cite in detail the Project Documents (including plans and specifications) upon which the claim is to be based. CONTRACTOR's failure to notify the City within such a period shall be deemed a waiver and relinquishment of such a claim. If such notice is given within the specified time, the procedure for its consideration shall be as stated above in these General Conditions.
- B. WAIVER AND RELEASE FORMS. In addition, on or before the end of the month for which the claim has been filed, the CONTRACTOR shall also file with the City the **WAIVER AND RELEASE FORMS**, for which the claim and the amount of the claim is identified. If the claim is not indicated on the **WAIVER AND RELEASE FORMS**, CONTRACTOR's claim shall be forfeited and invalidated and it shall not be entitled to consideration for time or payment on account of any such claim.
- C. REQUIRED DOCUMENTATION FOR CLAIMS FOR TIME: Fragnet – Sometimes known as a "Sub-network". A Fragnet will be required for time impact analysis and time extensions. CONTRACTOR's failure to provide a "Notice of Delay" within **24 hours**, and submit a Fragnet for time impact analysis and time extension(s) on or within **14 days** of the delaying event, shall forfeit and invalidate all considerations for time and/or payment. The costs to prepare Fragnets and schedule updates resulting from approved Fragnets are part of the Work, regardless of number and difficulty. The City will provide a response to the Fragnet on or within **14 days** from the completed submission.
- D. Except for tort claims, all claims by the CONTRACTOR for a time extension, payment of money or damages arising from Work done by, or on behalf of, the CONTRACTOR pursuant to the Agreement and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or as to the amount of payment which is disputed by the City of \$375,000 or less, is subject to the settlement and arbitration provisions procedures set forth in Public Contract Code Section 20104, et seq. The text of those provisions are provided in full in Article 17.
- E. All of the following claims by the CONTRACTOR are subject to the claim resolution procedures set forth in Public Contract Code Section 9204. The text of that section is provided in full in Article 17.
1. A time extension;
  2. Payment of money or damages arising from Work done by, or on behalf of, the CONTRACTOR pursuant to the Agreement and payment of which is not otherwise expressly provided for, or CONTRACTOR is not otherwise entitled to; and
  3. Payment of an amount that is disputed by the City.

- F. Any claim must be a separate demand sent by registered mail or certified mail with return receipt requested. The CONTRACTOR shall furnish reasonable documentation to support the claim, which shall include all of the materials described in Section 16.1.
- G. The City shall conduct a reasonable review of the claim within **45 days** and shall provide the CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed. The City and the CONTRACTOR may, by mutual agreement, extend the time period for response. Any payment due on an undisputed portion of the claim shall be processed and made within **60 days** after the City issues its written statement.
- H. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim because of privity of contract does not exist, the CONTRACTOR may present a claim to the City on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing 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 City shall furnish reasonable documentation to support the claim, which shall include all of the materials described in Section 16.1. 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 City. If the CONTRACTOR did not present the claim, the CONTRACTOR must provide the subcontractor with a statement of the reasons for not presenting the claim to the City.

#### 16.2 DISPUTES –THE CITY'S AND ENGINEER'S DECISIONS

- A. If the CONTRACTOR disputes the City's written response to the claim, or if the City does not respond to the claim within the time prescribed, the CONTRACTOR may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. The CONTRACTOR must send the demand by registered mail or certified mail, return receipt requested. Upon receipt, the City shall schedule a meet and confer conference within **30 days** for settlement of the dispute.
- B. If any portion of the claim remains in dispute after the meet and confer conference, the City shall provide the CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed within **10 business days** following the conclusion of the conference. Any payment due on an undisputed portion of the claim shall be processed and made within **60 days** after the City issues its written statement. Any disputed portion of the claim, as identified by the CONTRACTOR in writing, shall be submitted to nonbinding mediation. The City shall conduct a reasonable review of the claim within **45 days** and shall provide the CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed. The City and the CONTRACTOR may, by mutual agreement, extend the time period for response. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement.
- C. The City and CONTRACTOR shall mutually agree to a mediator within **10 business days** after the disputed portion of the claim has been identified in writing. The City and the CONTRACTOR shall share the associated costs of mediation equally. 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 Section 9204. The mediation

conducted shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

D. Failure by the City to respond to a claim from the CONTRACTOR within the time periods described above or to otherwise meet the time requirements described above shall result in the claim being deemed rejected in its entirety.

E. Amounts not paid in a timely manner as outlined above will bear interest at 7% per year.

16.3 FALSE CLAIMS ACT CERTIFICATION. All claims submitted by the CONTRACTOR shall be accompanied by a notarized certificate containing the following language:

Under penalty perjury and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned,

\_\_\_\_\_ (name)

of

\_\_\_\_\_ (title)

\_\_\_\_\_ (company)

hereby certifies that the claim for the additional compensation and time, if any, made herein for the Work on this Contract is a true statement of the actual costs incurred or estimated future costs, and time sought, and is fully documented and supported under the Agreement.

Dated \_\_\_\_\_

/s/ \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day

of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

**ARTICLE 17 – MISCELLANEOUS**

**17.1 GIVING NOTICE**

A. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners, and copied to the City:

1. If notice is given to the City, by personal delivery thereof to the City or by deposit in the United States mail, enclosed in a sealed envelope addressed to the City, and sent by registered or certified mail with postage prepaid;
2. If notice is given to CONTRACTOR, by personal delivery thereof to said CONTRACTOR or to CONTRACTOR's superintendent at the site of the Project,

or by deposit in the United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of Work under this Agreement, and sent by registered or certified mail with postage prepaid;

3. If notice is given to the surety or other persons, by personal delivery to such surety or other person or by deposit in the United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by the surety or other person to the party giving notice, and sent by registered or certified mail with postage prepaid.

- 17.2 **TITLE TO MATERIALS FOUND ON THE WORK.** The City reserves the right to retain title to all soils, stone, sand, gravel, and other materials developed and obtained from excavations and other operations connected with the Work. Unless otherwise specified in the Contract Documents, neither the CONTRACTOR nor any Subcontractor shall have any right, title, or interest in or to any such materials. The CONTRACTOR will be permitted to use in the Work, without charge, any such materials which meet the requirements of the Contract Documents.
- 17.3 **RIGHT TO AUDIT.** If the CONTRACTOR submits a claim to the City for additional compensation, the City shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR's Documents and books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plant, or such parts thereof, as may be or have been engaged in the performance of the Work. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. The CONTRACTOR shall make available to the City for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the City.
- 17.4 **SURVIVAL OF OBLIGATIONS.** All representations, indemnifications, warranties, and guaranties made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work or termination or completion of the Agreement.
- 17.5 **CONTROLLING LAW.** This Agreement is to be governed by the law of the state of California, in which the Project is located, with venue in North San Diego County.
- 17.6 **SEVERABILITY.** If any term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, the remaining terms and provisions of the Agreement shall not be affected thereby and shall remain in full force and effect.
- 17.7 **WAIVER.** The waiver by the City of any breach or violation of any term, covenant or condition of this Agreement or of any Agreement provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by the City which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by CONTRACTOR or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

- 17.8 PROHIBITED INTERESTS. No official of the City who is authorized in such capacity and on behalf of the City to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become directly or indirectly interested financially in this Project or in any part thereof. No officer, employee, Engineer, attorney, architect or inspector of or for City who is authorized in such capacity and on behalf of the City to exercise any executive, supervisory or other similar functions in connection with construction of Project shall become directly or indirectly interested financially in this Project or in any part thereof. CONTRACTOR shall receive no compensation and shall repay the City for any compensation received by or from CONTRACTOR hereunder, should CONTRACTOR aid, abet or knowingly participate in violation of this Article.
- 17.9 California Public Contract Code § 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 his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (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, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

17.10 California Public Contract Code § 20104. Application of article; provisions included in plans and specifications.

- (a)
  - (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
  - (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b)
  - (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
  - (2) "Claim" means a separate demand by the contractor for (A) a time extension, (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 of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

17.11 California Public Contract Code § 20104.2. Claims; requirements; tort claims excluded.

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b)
  - (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
  - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c)
  - (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
  - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local

agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

17.12 California Public Contract Code § 20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (b)
  - (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
  - (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
  - (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
- (c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

17.13 California Public Contract Code § 20104.6. Payment on undisputed portion of claim; interest on arbitration awards or judgments.

- (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
- (b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

## **SECTION A-00800 - SUPPLEMENTARY GENERAL CONDITIONS**

### **PART 1 -- GENERAL**

These Supplementary General Conditions make additions, deletions, or revisions to the General Conditions as indicated herein, using similar section numbers. All provisions which are not so added, deleted, or revised remain in full force and effect. Terms used in these Supplementary General Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

#### **SGC-1            DEFINITIONS**

The Engineer, Engineer of Work, Inspector and Project Representative shall be those firms or individuals designated in writing from time to time throughout the performance of this Agreement, at the City's discretion.

The "Project Documents" include the following specifications:

<b>00030</b>	<b>NOTICE INVITING BIDS</b>
<b>00100</b>	<b>INSTRUCTIONS TO BIDDERS</b>
<b>00300</b>	<b>BID PROPOSAL</b>
<b>00400</b>	<b>BID FORMS</b>
<b>00500</b>	<b>PUBLIC IMPROVEMENT AGREEMENT</b>
<b>00610</b>	<b>FAITHFUL PERFORMANCE BOND</b>
<b>00620</b>	<b>LABOR AND MATERIAL BOND</b>
<b>00630</b>	<b>CITY OF ESCONDIDO BUSINESS LICENSE</b>
<b>00660</b>	<b>WORKERS' COMPENSATION INSURANCE</b>
<b>00700</b>	<b>GENERAL CONDITIONS</b>
<b>00800</b>	<b>SUPPLEMENTARY GENERAL CONDITIONS</b>
<b>00900</b>	<b>STORM WATER AND ENVIRONMENTAL CONTROL</b>

#### **VARIOUS        SPECIAL PROVISIONS**

The "Specifications" for this Project also include:

1. Appendix A - Recycling Requirements
2. Appendix B - Cal Recycle 739TRP Form
3. Appendix C - Storm Water Inspection Form for Construction Activities.
4. Appendix D - City of Escondido Encroachment Permit Application
5. Appendix E - Escrow Agreement for Sec. Deposits in Lieu of Retention Form
6. Attachment A - Street Lists – Rehabilitation and Treatments
7. Attachment B - Signing and Striping Plans - Typical Sections
8. Attachment C - Striping and Marking Quantities
9. Attachment D - Project Details
10. Attachment E - Project Information Sign
11. Attachment F - Sample Construction Schedule
12. Attachment G - Street Tree Removal and Replacement List
13. Attachment H - Video Detection Components

14. Attachment I - Aramid Fiber Specifications

SGC-2.2 COPIES OF DOCUMENTS

The City will not provide the CONTRACTOR with hardcopies, compact discs, DVD's, etc. of the Contract Documents. Please refer to Instructions to Bidders, Item I – Bids, for additional information.

SGC-2.7 PRECONSTRUCTION MEETING

A preconstruction meeting shall be held after award and execution of the Contract and prior to construction. The CONTRACTOR (a Principal and Project Superintendent) shall attend. The CONTRACTOR shall be ready and available to attend within one week of a fully executed contract, and plan on spending no less than four (4) hours of time with City staff and Subcontractor(s) invited by the Contractor for this meeting.

SGC-2.7.1 WEEKLY PROGRESS MEETINGS

The CONTRACTOR shall attend weekly meetings to discuss project progress, change order requests (COR's), requests for information (RFI's), payment applications, project schedule, submittals, and any other issues that may arise.

SGC-4.2 REPORTS OF PHYSICAL CONDITIONS

In the preparation of the Contract Documents, the City has referenced:

- A. The following reports of explorations and tests of subsurface conditions at the Site: **None**
- B. The following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities) which are at or contiguous to the Site:

**Those provided to Bidder and Contractor at time of bid.**

SGC-4.4 HAZARDOUS MATERIALS

In the preparation of the Contract Documents, the Engineer has relied upon:

- A. The following reports or drawings relating to Asbestos, PCB's, Petroleum, Hazardous Wastes, and/or Radioactive Materials at the Site:

**None**

SGC-5.2 LIABILITY, PROPERTY, FIRE, BUILDERS RISK AND OTHER INSURANCE REQUIREMENTS

Delete Section H, Builder's Risk/ "All Risk" in its entirety.

SGC-6.16 PERMITS

A. The City will require the following permits:

1. City Encroachment Permit.

SGC-6.39 VIRTUAL PROJECT MANAGER (VPM)

VPM is the City's project management tool that allows the Prime/General Contractor and City Staff to organize and coordinate project documents, schedules, payments, etc. VPM allows for paperless documentation and project administration. All posted information is available to all personnel involved with the project at any time using the internet.

The use of VPM by the Contractor is mandatory. The Contractor shall use the following features: Daily Logs-the Contractor shall report daily activity here. Change Order Manager- Contractor requests for change orders must be submitted here. Certified payroll shall be submitted electronically on a weekly basis, and shall cover the timeframe of work for each pay application that is submitted through a Certified Payroll Transmittal. Pay applications shall be submitted electronically through a Pay Application Transmittal. An updated schedule shall be submitted with each pay application through a Schedule Transmittal. Submittals shall be submitted electronically (unless otherwise agreed to by the City Engineer) to the Submittal area. Requests for information (RFIs) shall be submitted electronically through the RFI tab.

In order to utilize VPM, the contractor needs a computer, internet access, a digital camera and a scanner. For more information, go to: [www.virtual-pm.com](http://www.virtual-pm.com). From there, select members and enter Username: `eguest`, and Password: `eguest1`.

Field Engineering staff is available to guide the Contractor on further use of this convenient tool during the preconstruction meeting, or earlier if desired.

Access to VPM will be provided at no cost to the prime contractor only. A minimum of one username and password will be provided to the Contractor awarded the job for use during the project.

SGC-9 ENGINEER'S STATUS DURING CONSTRUCTION

SGC-9.2.1. PROJECT REPRESENTATION

A. The City may furnish a third party or a City employee to act as Resident Project Representative to assist in observing the performance of the Work. The City shall designate the name(s) of the individual(s) authorized to act as the Engineer, the Inspector, and/or Project Representative.

- B. The Project Representative will act as directed by and under the supervision of the City. The Project Representative's dealings in matters pertaining to the Work shall, in general, be only with the Engineer and the CONTRACTOR, and dealings with Subcontractors shall only be through or with the full knowledge of the CONTRACTOR. Written communication with the OWNER shall be only through or as directed by the Project Representative.

SGC-9.2.2. REQUESTS FOR INFORMATION, CONTRACT DOCUMENT CLARIFICATIONS

A Project Representative will issue answers to written Requests for Information (RFI) and Contract Document Clarifications (CDC) from the CONTRACTOR, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. In formulating a response, the Project Representative will reference all the pertinent Specifications.

SGC-9.2.3. AUTHORIZED VARIATIONS IN WORK

The Engineer or her assigned representative may authorize the execution of variations in the Work from the requirements of the Contract Documents on behalf of the City. Only written direction from the Engineer or assigned the assigned Project Representative may authorize such variations, subject to the City Council's approval.

SGC-9.2.4. REJECTING DEFECTIVE WORK

The Engineer or Project Representative may recommend the rejection of perceived Defective Work, and state the reason(s) in a technical brief submittal to the City. The final decision on rejecting defective work rests with the City.

SGC-9.2.5. CONTRACTOR SUBMITTALS, CONTRACT CHANGE ORDERS

- A. The Engineer shall review all CONTRACTOR submittals. The Engineer will provide a technical brief on any "or equal" submittals to the City, including a recommendation to either accept or reject the "or equal" submittal. The CONTRACTOR is responsible for providing information supporting an assertion of "or equal" status for a submittal. The final decision regarding the acceptance of "or equal" items rests with the City.
- B. The Engineer will review Requests for Change Orders from the CONTRACTOR and provide a recommendation to accept or reject the Request for Change Order to the City based on the Engineer's interpretation of the Engineer's Contract Documents. The initial and final determinations on entitlement for Requests for Change Orders will be made by the City of Escondido, in conjunction with technical information provided by the Engineer.

SGC-9.2.7. LIMITATION ON ENGINEER'S RESPONSIBILITIES

- A. The Engineer is specifically not authorized to execute Change Orders or Field Orders without written approval of the City. Should the Contractor proceed with any extra work without obtaining prior written authorization from the Engineer,

Inspector, or Project Representative, the CONTRACTOR shall be held responsible for the expenditure caused thereby.

SGC-14.7A      SUBSTITUTION OF SECURITIES, ESCROW ACCOUNT

If the CONTRACTOR so desires to obtain an Escrow Agreement for Security Deposits in Lieu of Retention, the CONTRACTOR shall submit the Escrow Agreement for Security Deposits in Lieu of Retention form located in the Appendices following the Technical Provisions. A completed form shall be submitted to Field Engineering prior to the Notice to Proceed date, and will not be accepted thereafter.

# **SPECIAL PROVISIONS**

## **CITY OF ESCONDIDO**

### **Rebid - 2019 Street Rehabilitation and Maintenance Project**

**Intentionally Left Blank**

Special Provisions - Table of Contents

1.	General.....	5
2.	City Encroachment Permit .....	7
3.	Construction/Project Schedule .....	8
4.	Mobilization & Demobilization .....	10
5.	Storm Water And Environmental Control.....	13
6.	Project Information Signs .....	16
7.	Construction Staking and Surveying .....	16
8.	Public Convenience, Safety, Traffic Control and Detours .....	17
9.	Testing.....	22
10.	Utilities .....	22
11.	Protecting and Adjusting Utility Covers and Frames.....	24
12.	Trench Safety and Shoring .....	25
13.	Control Of Ground and Surface Water .....	26
14.	Off-Site Disposal.....	27
15.	Unclassified Excavation and Unclassified Fill.....	27
16.	Unsuitable Material .....	30
17.	Base Material.....	30
18.	Geo-Stabilization Fabric.....	31
19.	Subgrade Preparation.....	31
20.	Asphalt Concrete Pavement.....	32
21.	Edge Work.....	35
22.	Crack Sealing.....	36
23.	Slurry – Part 2 - Construction Materials.....	37
24.	Asphalt Rubber Aggregate Membrane –Aram.....	40
25.	Signs, Striping & Pavement Markings .....	42
26.	Portland Cement Concrete.....	45
27.	Sidewalk .....	46
28.	Concrete Curb, Gutter, Cross Gutters, Driveways, And Pedestrian Access Ramps .....	47
29.	Cast-In-Place 36" X 48" Tactile Detectable Warning Tile.....	50
30.	Street Trees.....	54
31.	Traffic Detection Systems .....	59
	Appendix A	– Recycling Requirements
	Appendix B	– Cal-Recycle 739TRP Form
	Appendix C	– Storm Water Inspection Form for Construction Activities
	Appendix D	– City of Escondido Encroachment Permit Application
	Appendix E	– Escrow Agreement for Security Deposits in Lieu of Retention Form
	Attachment A	– Street Lists – Rehabilitation and Treatments
	Attachment B	– Signing & Striping Plans - Typical Sections
	Attachment C	– Striping and Marking Quantities
	Attachment D	– Project Details
	Attachment E	– Project Information Sign
	Attachment F	– Sample Construction Schedule
	Attachment G	– Street Tree Removal and Replacement List
	Attachment H	– Video Detection Components
	Attachment I	– Aramid Fiber Specifications

**Intentionally Left Blank**

## SPECIAL PROVISIONS

### 1. GENERAL

**All work on this project shall conform to these special provisions, and to the following:**

1. Design Standards and Standard Drawings for the Design of Public Works Improvements under the Authority of the City of Escondido, 2014 Edition.
2. San Diego Regional Standard Drawings, 2012 Edition (here on called SDRSD or RSD)
3. San Diego Standard Specifications for Public Works Construction, 2015 Edition, and 2016 Regional Supplement(s) (here on called Green Book or SSPWC).
4. California Department of Transportation (Caltrans) Standard Specifications, 2018 Edition and latest amendments.
5. Caltrans Standard Plans, 2018 Edition and latest amendments  
<https://dot.ca.gov/-/media/dot-media/programs/design/documents/2018-std-plns-for-web-a11y.pdf>
6. California Storm Water Quality Association Storm Water BMP Handbook, Nov 2009 Edition
7. Regional Water Quality Control Board 2009-0009-DWQ Construction Permit
8. California Manual of Uniform Traffic Control Devices (2014 ed, Rev.4),  
<https://dot.ca.gov/programs/traffic-operations/camutcd/camutcd-rev4>

If there is a conflict between any of the contract documents, the document in the highest order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

1. Permits issued by jurisdictional regulatory agencies
2. Change Orders and Supplemental Agreements; whichever occurs last.
3. Contract/Agreement
4. Addenda
5. Bid/Proposal
6. Special Provisions
7. Plans
8. Supplementary General Conditions
9. General Conditions
10. Standard Specifications
11. Reference Specifications

Where reference to a specific standard other than the General Conditions or Green Book is made in these Special Provisions, it shall only apply for that particular item of work unless otherwise stated.

This project consists of work associated with many different types and trades of general engineering work, including but not limited to the following:

- Demolition and removal of existing street improvements, base, soil and organics
- Preparation of existing subgrade
- Removal of existing trees, and planting and maintenance of new street trees
- Reconstruction of pavement and cross gutters
- Replacement of concrete curb, gutter, curb ramps, sidewalk, etc.
- Replacement of traffic loop detectors
- Furnish and install video detection cameras and required components
- Application of street striping and markings
- Installation of street signs
- Preparation of plans, installation, maintenance and removal of traffic control devices.
- Furnishing, installation, maintenance, and removal of storm water pollution prevention system to comply with NPDES.

The General Contractor shall have knowledge and experience overseeing all aspects of construction required in this contract whether or not it is included above.

Abbreviations most commonly used in this project are found in the SSPWC Section 1-3.2.

**The General Contractor and/or its subcontractors shall be qualified to complete all aspects of project work. To be deemed qualified, the contractor and its subcontractors shall have satisfactorily completed no less than three projects in the last five years for government agencies, completing all trades/types of work included with this project, and a minimum project size equaling half this project's quantities. Agency contact names, phone numbers and addresses shall be included for the prime contractor, ARAM contractor, and Slurry contractor on the Bid Forms provided during the bidding process, and submitted with each bid. The City is the sole determinant as to whether or not a contractor and their subcontractors are qualified. The City's decision is final.**

**The Contractor is directed to Attachment A for a Primary Street List of anticipated work to be completed as part of this project. The Primary Street List has been provided to show approximate work quantities and locations ONLY. PLEASE NOTE, this is a street rehabilitation and surface treatment project, unless otherwise stated. Rehabilitation work specified within included Attachments is intended to bring existing curb and gutter,**

**sidewalk and pavement back to grade and flush with adjacent finish surfaces.**

**After review of Attachments included herein, it shall be clear that the project includes various amounts of work at many locations throughout the City of Escondido:**

**Scheduling work to comply with timelines and other requirements stated herein to minimize disruption and inconvenience to businesses, property owners, schools, vehicular and pedestrian traffic in and around the areas of construction, etc. is required. If the Field Engineering Inspector deems that not all requirements are being met, re-scheduling of work shall be required at no additional cost to the City.**

**The Contractor is also directed to the project Bid Schedule for estimated quantities of work. Bid Schedule quantities shown are estimates of work to be completed, and have been provided for bidding purposes ONLY. The Contractor is responsible for verifying Bid Schedule quantities prior to initiating work, and reporting all discrepancies greater than ten percent (10%) to the City. Measurements shall be taken at minimum forty-eight (48) hours prior to starting work. Payments to the Contractor shall be based on actual field measurements of work completed, confirmed and approved by the City's representative. Remaining information about work to be completed as part of this project is included herein.**

## **2. CITY ENCROACHMENT PERMIT**

Prior to staging or starting any work in the City's public right of way, the Contractor shall secure an Encroachment Permit from the City.

A City Encroachment Permit application has been included in the appendices, but can also be obtained from the Field Engineering Division Office or Engineering Services Customer Counter, both located at Escondido City Hall, 201 North Broadway, Escondido, CA 92025. An Encroachment Permit application can also be downloaded on line at <http://www.escondido.org/Data/Sites/1/media/pdfs/Engineering/EncroachmentPermitApplication.pdf>. The permit will be issued at no cost to the Contractor once a completed application and required submittals are received, and shall remain in effect for as long as all the general conditions of the Encroachment Permit are complied with. The Contractor is responsible to review the Encroachment Permit in its entirety and understand it's requirements before placing a bid, including the General Notes and Provisions of the permit.

Payment to prepare all required documentation, applications, etc. to obtain a valid City of Escondido Encroachment Permit shall be included in the contract unit price bid for the **Mobilization & Demobilization** bid item, and no additional payment shall be made therefore.

### 3. CONSTRUCTION/PROJECT SCHEDULE

It is the Contractor's sole responsibility to prepare and submit a construction schedule in accordance with the requirements of the specifications. The Contractor shall submit a construction schedule to the Field Engineering Inspector at or prior to the preconstruction meeting, indicating the timeline created and proposed by the Contractor to complete all project Work. Work items shown on the schedule shall make use of the entire contract duration provided for in the contract documents.

Construction schedules shall be submitted on 11 X 17 paper or larger, in a bar chart format, and shall clearly indicate the critical path/controlling items and major work items associated with the completion of the project (including change order time adjustments), float time for each work item, and start and completion dates of each item. Major work items shall be considered as any of the following, and any bid schedule item with an amount in excess of twenty thousand dollars (\$20,000):

- Mobilization
- Notifications
- Clearing and Grubbing/Demo/Unclassified Excavation
- Curb & Gutter/Sidewalk/Pedestrian Ramp Improvements
  - i. Removal
  - ii. Grading
  - iii. Subgrade
  - iv. Replace
- Street Re-construction
  - i. Grinding
  - ii. Grading
  - iii. Subgrade
  - iv. Base Placement
  - v. Paving
  - vi. Traffic signal loops and cameras
- Surface Treatment Application
- Striping and signage
  - i. Initial layout / tracking
  - ii Approval of layout / tracking
- Loop/Video Detection Installations (see below)
- Clean-up & Demobilization

The submitted construction schedule shall assume standard working hours of 7 a.m. to 4 p.m. on residential streets, work hours of 8:30 a.m. to 3:30 p.m. along local collector or above classified streets, work hours of 8:30 a.m. to 2:00 p.m. on residential streets within a two block radius of any school, and night work hours for approved work from 7 p.m. to 5 a.m., taking into consideration city recognized holidays, school breaks, peak directional traffic volumes, City events, notification

periods required for water shut downs affecting schools, businesses, hospitals, special care facilities, and residences, and the schedule shall be adjusted accordingly. Rehabilitation work along with follow-up surface treatment operations shall be scheduled to work against peak directional traffic in an effort to minimize impact to daily traffic. An example of an acceptable construction schedule can be found in the attachments.

The schedule shall reflect installation and activation of video detection cameras prior to removal of affected pavement and loops.

**Night work is required for the following streets:**

**Auto Park Way (If Additive Alternate Item B is awarded with project)  
E. Valley Parkway  
W. Valley Parkway**

**Should the Contractor desire to complete other collector and higher classified streets after standard working hours, they shall submit a written request to the Field Engineering Inspector for consideration by the Engineer. Such requests shall include information as to the benefits of completing this work at night versus standard working hours.**

**Should night work be approved, the Field Engineering Supervisor will provide written confirmation and a Noise Variance approved by the City Manager's Office prior to starting work. All costs associated with phasing and performing work at night, including but not limited to plant fees, employee overtime, lighting, and additional traffic control devices, shall be included in the contract unit price bid for all work required. The Contractor shall also be responsible for all City staff overtime costs associated with approved night work.**

**Advance public notification about required and approved night work, dates of work, and hours of work shall be made in the form of electronic message boards for a period of seventy-two hours prior to any such work. No additional compensation shall be allowed for this notification, or others required by the Field Engineering Supervisor.**

The Contractor shall also provide a three week look-ahead schedule with more specific work information (what streets will be worked on, type of work, etc.) The Contractor shall provide an updated three-week look-ahead schedule at each weekly progress meeting. If a meeting is missed or cancelled, it shall be uploaded via VPM by the regular meeting time.

Water shutdowns shall not be performed on Mondays or Fridays. The Contractor shall advise the Field Engineering Inspector a minimum of seventy-two (72) hours before an expected shutdown can be put into effect. A forty-eight (48) hour

notification period is required by the Escondido Fire Department prior to any shutdown that will disable any fire hydrant or fire sprinkler system.

After review of the submitted construction schedule by the City, it will be returned to the Contractor as 'accepted,' 'rejected,' or 'revise and resubmit.' If revisions are needed, the City will note any revisions that are required. If the schedule is rejected, the Contractor shall meet and discuss required changes prior to re-submittal for review.

Project staging and/or construction shall not be allowed to start until a construction schedule complying with the conditions of the contract is received from the Contractor and deemed acceptable by the City. Once a project start date is determined and the Notice to Proceed issued, contract days will be expended against the contract whether or not a construction schedule has been accepted by the City.

Once construction has started, an updated construction schedule accurately reflecting project progress shall be submitted with each monthly progress payment request. An updated schedule shall also be required between progress payments if actual work is significantly behind schedule, as deemed so by the Field Engineering Inspector. Failure to submit an updated construction schedule with the monthly Progress Payment Request or as directed by the Field Engineering Inspector will cause the processing of submitted payment requests to be delayed until this requirement is met.

When submitting a monthly progress payment, if the Contractor deems that no revision is necessary, the current schedule shall be submitted with "REVISION NOT NECESSARY" clearly marked in red ink. The Field Engineering Inspector shall review the submitted schedule for accuracy and return the schedule to the Contractor for revisions if the schedule does not accurately reflect actual project progress and future work scheduled thru project completion. The City is the sole determinant of schedule accuracy.

The Contractor shall be familiar with Article 12.2 Extensions of Contract Time-Liquidated Damages of the General Conditions.

Payment for the creation, maintenance and submission of updated construction schedules as noted herein shall be included in the contract unit price bid for the **Mobilization & Demobilization** bid item, and no additional payment shall be made therefore.

#### **4. MOBILIZATION & DEMOBILIZATION**

Mobilization and Demobilization shall consist of preparatory work and operations, including, but not limited to creating and maintaining a construction schedule, the movement of personnel, equipment, sanitation facilities, materials, and incidentals to the project site necessary for work on the project, cleaning up and

removing equipment and materials at the end of the project, and for all the other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site. It shall also include all the costs for acquiring bonds and insurance for this project.

The Contractor shall keep one complete set of the approved Plans, Specifications, Encroachment Permit, Traffic Control Plans, and approved submittals on the job site at all times, on which they shall record any deviations or approved changes made during construction. A mark up of project plans and Attachment A shall be provided to the City to reflect changes in quantities, treatment, location and installation of materials, devices or equipment, or changes in other improvements completed as part of this project.

The Contractor shall also provide record photographs and detailed information to clearly describe, show and provide the location of all concealed services, piping, conduit and other equipment or items encountered during the prosecution of project Work. Said information shall be prepared on 8-1/2 x 11" paper for each such item encountered. A photograph shall be on the top half of the page, a clear hand or computer drawing of its location from readily available reference points on the bottom half of the page, and a written description of the item encountered on the back side of the page. Recorded sketches shall conform to SSPWC 308-6.2.1. Information prepared for encountered items shall be reviewed at each weekly progress meeting by the Contractor and Field Engineering Inspector to ascertain the sketches are accurate and current. Failure to maintain accurate, up to date record information shall delay processing of monthly progress payment requests until these requirements are met to the complete satisfaction of the Field Engineering Inspector.

The Contractor shall obtain a water meter from the City of Escondido's Utility Department for construction use on this project ONLY. The Contractor is not responsible for the payment of any water charges or for use of the water meter associated with the work necessary to complete this project. The Contractor shall be held liable for any damages to the meter. Any use of the meter on non-project related matters will result in a \$1,000 deduction from payment per occurrence on top of identified water use charges, minimum.

In addition to the above items, payment for Mobilization and Demobilization shall include, but not be limited to the following items as shown on the Plans or specified in these Special Provisions:

- 1 Conveying and applying water.
- 2 Control of water and dewatering during construction.
- 3 Dust control.
- 4 Maintaining mail delivery by providing access for mail or parcel delivery, including temporary relocation of existing mail boxes for project delays

- caused by the Contractor's actions, as determined by the Field Engineering Inspector.
- 5 Maintaining access and coordination for trash pick-up service.
  - 6 The Contractor shall repair, replace and reconnect as appropriate, all public improvements that are damaged, relocated, de-pressurized, removed or similarly disabled during the course of the project.
  - 7 The Contractor shall effectively remove all mark-out paint used for surveying or to locate substructures before the final inspection of the project. It is the Contractor's responsibility to remove all mark-out paint in a manner that will not damage or degrade any surface from which paint is removed. "Blacking out" or painting over mark outs on concrete surfaces is not acceptable. Clean up shall also include removal of all staking and surveying markers placed on the job site.
  - 8 Grading and maintaining all-weather ADA compliant pedestrian walking paths, driveways through the construction zones, and providing continuity between bus stops and other pedestrian oriented facilities.
  - 9 Clearing for, providing temporary graded driveways, and continuing maintenance thereof to provide safe, smooth, stable and continuous access to all residences and businesses within the project area and as directed by the Field Engineering Inspector. Asphalt Grindings generated from the project shall be used for temporary driveway surfaces unless otherwise approved by the Field Engineering Inspector.
  - 10 **Daily maintenance of project appearance, and cleanup of project area upon completion of work.**
  - 11 **Street sweeping of all streets affected by project Work shall be performed twice each week during the work and for at least three weeks upon completion of all treatment. The Contractor shall have all said streets swept each Monday and Friday through completion of the project. This work shall be included in the cost of Mobilization and Demobilization.**

Payment for **Mobilization & Demobilization** shall be made at the contract unit price bid, and paid as per Article 14.3 B (1) of the General Provisions. Payment shall include but not be limited to the obtaining a water meter and accessing construction water for the project, producing documentation for unknown encountered item, the rental of a field storage yard, items listed above, street sweeping, all items listed elsewhere in these specifications, and removal of equipment and surplus materials and debris from the construction site at the end of the project; and leaving the site in as good or better condition than it was at the beginning of the project.

## 5. STORM WATER AND ENVIRONMENTAL CONTROL

The Contractor is responsible for conforming to the National Pollutant Discharge Elimination System (NPDES) regulations as relating to the construction performed in the prosecution of this contract. The Contractor shall implement Best Management Practices (BMPs) in accordance with the State Water Resource Control Board's (SWRCB) Construction General Permit (CGP); however, a Storm Water Pollution Prevention Plan (SWPPP) is not required for this project. All BMPs shall comply with the NPDES and California Storm-water Quality Association, Storm-water Best Management Practice Handbook, Construction, July 2012 Edition, General Construction Permit and City of Escondido Municipal Storm Water requirements.

**FLOW AND ACCEPTANCE OF WATER** - It is anticipated that storm, surface, or other waters will be encountered at various times during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he/she has investigated the risk arising from such waters and has prepared his/her bid accordingly, and Contractor, by submitting a bid, assumes all of said risk.

**Erosion Control** - Delete Section 7-8.6 of the Standard Specifications for Public Works Construction, 2015 Edition, and replace with the following:

The Contractor shall comply with all Federal, State, and City standards, orders, and requirements. The following are definitions to terms used in this section:

**Best Management Practice (BMP)** means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce to the maximum extent practicable the discharge of pollutants directly or indirectly to waters of the United States. Best Management Practices also include treatment requirements, operating procedures, and practices to control site runoff, spillage, leaks, or waste disposal, and drainage from raw materials storage.

**National Pollutant Discharge Elimination System (NPDES) Permit** means a permit issued by the San Diego Regional Water Quality Control Board (Region 9) or the State Water Resources Control Board pursuant to Division 7 of the California Water Code to control discharges from point sources to waters of the United States.

**Storm Water Pollution Prevention Plan (SWPPP)** means a document which describes the BMPs to be implemented by the Contractor to eliminate or reduce to the MEP pollutant discharges to the Storm Water Conveyance System.

**Water Pollution Control Site Management Program (WPCSMP)** means a document that delineates the position of all BMPs that are referred to in the Specifications.

At a minimum, the Contractor shall be required to do the following:

The Contractor shall designate a qualified person who is trained and competent in the use of BMPs that shall be on-site daily to inspect and document the condition of all BMPs. In the event that the first designate is absent, a secondary person shall be designated in writing at the pre-construction meeting.

This person shall implement the conditions of the WPCSMP, Contract documents and local ordinances with respect to erosion, sediment, and pollutant, BMP control, and other waste management regulations.

This person is responsible for monitoring the weather and implementing any emergency plans (developed by Contractor) as needed. The weather shall be monitored by using the National Oceanic and Atmospheric Administration's (NOAA) Forecast for a 48-hour forecast plan, and a full BMP protection plan shall be activated when there is 40% chance of rain or greater.

This person is responsible for overseeing all project operations, and evaluating the effectiveness of the BMPs for work in the City's right-of-way. This person shall modify the BMPs in any area of work as necessary to keep the dynamics of the site in compliance. This includes obtaining approval of modified plans from the City.

Educate all subcontractors and employees about storm water pollution and mitigation measures needed during various construction activities to prevent the impact of construction discharges. The Contractor shall ensure that all personnel are trained in basic urban runoff management in BMP's applicable to the anticipated work. A log of the attendees and the educational materials shall be submitted with each progress payment request.

Protect all new and existing storm water conveyance systems and structures from sedimentation and concrete rinse, or other construction related debris/trash and non-storm water discharges.

Inspect and record weekly all pollutant control measures installed to mitigate construction activities.

The Contractor is responsible to monitor and maintain all erosion control items on a daily basis. All pollutant control measures shall be maintained to original installation conditions as described in BMPs, before and after every rain event, and every 24 hours during any prolonged rain event. The Contractor shall immediately repair ineffective pollutant control measures. Failure to do so may result in the City of Escondido contracting with others to complete work necessary to bring the site into compliance with all above noted regulations. All costs associated, including overhead, will be deducted from the monies due to the Contractor.

If an unmitigated non-storm water discharge leaves the project site, the Contractor shall immediately stop the activity causing the discharge and mitigate the discharge. The Contractor shall also immediately notify the Field Engineering Inspector of the discharge. As soon as practical, as determined by the City, any and all waste material, sediment, and debris from each unattended discharge shall be removed from the drainage system by the Contractor.

The Contractor shall provide the City with emergency 24-hour telephone number(s) of responsible Contractor personnel and details of protective measures, including desilting basins or other temporary drainage and/or control measures to be implemented to protect the site from polluting adjacent drainages.

Remove all silt and debris from check berms and desilting basins after a rainstorm and as needed to assure proper operation.

The Contractor is advised that, based upon actual site conditions, other work devices, controls, and/or revisions to the erosion control plan/ program may be required by the Field Engineering Inspector, at no cost to the owner, to satisfy requirements of this article.

Maintenance is to include equipment drip tubs for containment, silt and construction debris removal, repair, and replacement of the BMPs as deemed necessary by the Field Engineering Inspector for the duration of the project.

Performance Standards - The City will evaluate the adequacy of the Contractor's site management for storm water pollution prevention, inclusive of BMP implementation on construction sites based on performance standards for storm water. Performance standards shall include:

There shall be no observable discharge to the storm drain or receiving waters from the site.

Materials shall be covered with visqueen when not in use or during rain. Erosion shall be managed and contained using approved BMPs. If BMP's become ineffective, they shall be repaired immediately and additional BMPs added to correct the source.

Payment for **Storm Water and Environmental Control** shall be at the contract lump sum price bid, and shall include furnishing all labor, tools, materials, and equipment necessary to install and maintain Best Management Practices on the project for the duration of the project to the satisfaction of the Field Engineering Inspector, and no additional compensation will be allowed therefore.

**Please Note: Upon notification from the City that project BMP's are inadequate, the Contractor shall immediately begin work to bring BMP's into conformance with above mentioned standards prior to the end of the**

**work day, to the complete satisfaction of the Field Engineering Supervisor. Should work not meet above specified standards, the City will deduct a fee in the amount of \$250 from the Contractor's pay for each calendar day the site is in non-conformance, as so deemed by the Field Engineering Supervisor.**

## **6. PROJECT INFORMATION SIGNS**

The contractor shall fabricate and furnish two project identification signs for use on the project. The signs shall be mounted on a metal frame with removable legs/feet for easy breakdown, transportation, and installation at current areas of work. The Contractor shall be responsible for placing the signs along major roadways being treated or areas of significant work, or as directed by the Field Engineering Inspector. The Contractor shall place project signs near work areas on streets classified as "Local Collector" and above. The Contractor shall refer to project attachments for additional information.

Once all project work has been accepted, the Contractor shall remove the signs, clean, and return them to the City's Field Engineering office, where they will become City property.

Should the signs become damaged or un-usable while in the Contractor's possession, the Contractor shall have new signs fabricated that are equivalent in materials, size and quality to be provided to the City, at no additional expense.

Payment for **Project Information Signs** shall be made at the contract unit bid price for lump sum, and shall include all coordination, materials, equipment and labor to fabricate, install and remove these two signs as described above, and no additional compensation shall be allowed therefore.

## **7. CONSTRUCTION STAKING AND SURVEYING**

The City will provide construction staking and other surveying services required to complete this project.

First or second order monuments, centerline pins, high accuracy monuments, etc. shall not be disturbed during construction. The City will provide the Contractor with a list of monuments within streets identified in Attachments A at the preconstruction meeting, for their use.

The Contractor shall provide the City with two working days advance notice prior to commencing work on this project. Should the Contractor encounter survey monuments, pins, etc. not included on the previously mentioned list, the Contractor shall immediately contact the Field Engineering Supervisor to coordinate City survey services to properly tie out the encountered monument.

After work in the area is complete and accepted by the City, the Contractor shall adjust monument wells to finish pavement surface per SDRSD M-10 before newly constructed improvements will be accepted.

Should a known monument well, monument control or pin be damaged or disturbed during construction, the Contractor shall complete necessary work to reestablish the damaged monument well, and the City will reset the monument control, entirely at the Contractor's expense. Survey services shall be completed by City staff, and the amount of \$2,000 will be deducted from the Contractor's payment for each item destroyed. Once all project work is complete, the total reimbursement for survey services rendered for such items will be deducted from the Contractor's contract, and be deducted from the Contractor's final payment.

Payment for bringing monument wells to grade, and coordinating work with the City surveyor to reestablish damaged or removed survey controls or property markers shall be paid for within the various items of work affecting such items, and shall include all equipment, material, labor, transportation and other necessary items to complete the work as described herein, and no additional compensation shall be allowed therefore.

## **8. PUBLIC CONVENIENCE, SAFETY, TRAFFIC CONTROL**

In addition to Article 6 of the General Conditions, the Contractor shall also conform to Sections 7-10 SAFETY, 600 ACCESS, and 601 WORK AREA TRAFFIC CONTROL of the SSPWC, and the following revisions and/or additions. In the event of a conflict between the General Conditions and SSPWC, the General Conditions shall govern:

### **Section 7-10.3 Haul Routes:**

**REPLACE this section with the following:**

"Haul routes shall be determined and drawings prepared by the Contractor and submitted to the City for approval. No work requiring delivery or removal of project related materials or equipment shall commence until there is a City approved haul route. All Contractor and Subcontractor construction vehicles shall contain a valid, approved haul route within them until all project Work is complete and accepted by the City."

### **600-1 General**

**DELETE the first sentence of the first paragraph in its entirety and replace with the following:**

"Work area traffic control is required whenever work is being completed on street improvements."

**After the second paragraph, ADD the following:**

"The Contractor may not store equipment or materials in the public right-of-way unless the material and equipment is stored in an area approved for such use by the approved Traffic Control and Storm Water Quality Prevention Plans.

Approved sign illumination devices shall be placed on or in close proximity to each sign or device that will be in place during non-working hours.

The Contractor shall fully define concrete work areas by placing a perimeter of 4-foot high orange plastic safety fencing. Fencing shall be up at all times during construction unless to let equipment in or out of the work area. Contractor shall also provide a 3-foot buffer zone between motor vehicle traffic and the work area.

### **Sections 600-2 and 600-3 Vehicular and Pedestrian Access**

**DELETE these Sections in their entirety and replace with the following:**

"Vehicular and pedestrian access to each residential driveway shall be maintained at all times when work to prepare and complete street improvements directly in front of a residence, apartment complex, etc. is not actively underway. If backfill has been completed to the extent that safe access may be provided, and the street is open to traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access. Access shall be smooth with any high/low spots and holes leveled. Any debris that presents a tripping concern shall be removed. Ramped areas shall have a smooth transition to allow for both pedestrian and vehicular use, and shall be checked and maintained daily to provide access, or as otherwise directed by the Field Engineering Inspector, at no additional cost to the City. The Contractor shall be efficient in performing project work to minimize the inconvenience to affected residents. At no time during pavement preparation or pavement rehabilitation or maintenance operations shall the use of driveways or other vehicle access points be blocked more than three hours. If at any time the Field Engineering Inspector deems progress of said work inefficient, he/she shall direct the Contractor to immediately provide access to a residence as noted above."

On streets and areas accessible to pedestrians and to motor vehicles, access for residents, commercial customers, visitors, mail service, trash service, and emergency vehicles along all roads shall be maintained at all times. The City of Escondido Fire Department, the City of Escondido Police Department, the US Postal Service, and Escondido Disposal Inc. shall be notified when any of the street or its intersections will be reduced, access is limited, or a detour has been approved by the City to facilitate construction. Any amendment to the traffic control plans shall also be re-distributed to these parties/agencies.

### **NOTIFICATIONS**

The Contractor is responsible for notification of agencies, City departments, area residents, businesses, and the general public prior to starting construction.

All notices shall be on the Contractors letter head, and include the name and phone number of the primary contact at the Contractor's Main Office, the name and phone number of the on-site Project Superintendent, and name and email address of the assigned Field Engineering Inspector.

All notices shall be in both English and Spanish. The Contractor shall obtain the Field Engineering Inspector's approval of all notices prior to distribution.

Notification at Commencement of Work:

Immediately upon issuance of a Notice to proceed, the Contractor shall notify the following agencies and City departments in writing of upcoming work:

**All Utility companies (AT&T, Cox Cable, Crown Castle, and SDG&E)  
Escondido Disposal, Inc.  
Escondido Fire Department  
Escondido Police Department  
Escondido School Districts (affected elementary / middle / high schools)  
Escondido Utilities Department  
North County Transit District  
U. S. Postal Service (all Escondido offices)**

This notification shall include a brief description of the work to be performed, the Notice to Proceed and Estimated Completion Dates for the project, anticipated working hours for the project, and a copy of Attachment A.

Notification of Residents / Businesses:

Immediately upon acceptance of a Construction Schedule, the Contractor shall issue a written notification to the following businesses and residents affected by project work within a two-week period:

**All residents / businesses within one hundred feet of project work or located on streets affected by the project shall be notified.**

The notification shall state that work in the area will commence within approximately two weeks, and to anticipate an additional notification with further instruction prior to street resurfacing, etc.

As work progresses, the Contractor shall issue notices to residents and businesses as they fall within an area that will be affected within the next two weeks.

At no time shall this notice be distributed less than one week in advance of project work.

### Additional Notification of Businesses and Residents

Seventy-two hours prior to performing scheduled work on a street, a notice indicating which day work will be performed shall be distributed to the following businesses and residents:

**All residents / businesses within one hundred feet of project work or located on streets affected by the project shall be notified.**

This notification shall also include street closure and detour information that will help reduce traffic congestion in the area.

With this notice, the Contractor shall inform owners and occupants of businesses that a portion of their driveway will be temporarily blocked due to paving operations. At no time shall all means of access to a business be blocked at the same time.

At the same time as the distribution of this Notice, the Contractor shall place "No Parking" signs firmly a-fixed to a barricade or other method approved by the Field Engineering Inspector. Two hundred copies of "No Parking" signs will be provided by the City for the Contractor's use. Should the Contractor need additional signs, they will need to purchase them. Signs shall be placed at intervals not to exceed seventy-five feet (75'), unless otherwise authorized by the City's Encroachment Permit and approved traffic control plans. "No Parking" signs required by these documents shall clearly state the date and timeline for parking restrictions. The Contractor shall ensure that "No Parking" sign information matches that of the Notice. Should information on "No Parking" signs and the Notice be different, the Contractor shall reschedule work at minimum seventy-two hours from the later posted date, unless otherwise directed or approved by the Field Engineering Inspector, at no additional expense to the City.

Paving operations shall not prevent the use of driveway for more than three (3) hours from start to finish. It is intended that commercial driveway closures will be minimal, with as little disruption to normal business operations as can be achieved, and still perform the work as prescribed.

If work has been canceled or needs to be rescheduled, an updated Notification shall be issued within twenty-four hours, with updated information. Such notifications shall be made when any scheduling change is made, or at the direction of the Field Engineering Inspector.

Immediately upon distribution of any such notice, the Contractor shall upload a copy on VPM.

## **601-1 General**

### **ADD a third paragraph with the following:**

“Submitted traffic control plans should allow at minimum one lane of traffic in each direction at all times for Collector and above designated streets.

## **601-2 Traffic Control Plan (TCP)**

### **DELETE the first paragraph in its entirety.**

### **REPLACE the third paragraph with the following:**

“The TCP shall be drawn to a 1 inch = 40 feet scale on 11 X 17 inch sheets, unless otherwise approved.”

### **After the third paragraph, ADD the following:**

All Traffic Control Plans and traffic control devices shall conform to the above specified California Manual of Uniform Traffic Control Devices (<https://dot.ca.gov/programs/traffic-operations/camutcd/camutcd-rev4>) . In addition to these standards, the City requires advance public notification about upcoming work on all streets classified as Collector and above. Dates and hours of work shall be provided in the form of electronic message boards for a period of seventy-two hours prior to any such work. Contractor prepared Traffic Control Plans shall be submitted per Section 2-5.3.1 to the Field Engineering Inspector for approval. The City must review and approve all traffic control plans prior to their implementation on the project site. At the discretion and direction of the Field Engineering Inspector, and depending on the degree of significance, changes to the approved plans may require a formal amendment. All such work shall be completed by the Contractor’s Civil or Traffic Engineer for review and approval by the City. The requirements of MUTCD and these Special Provisions shall be strictly enforced. Storage of project equipment and materials shall be shown on traffic control plans submitted by the Contractor. At no time shall equipment and/or materials be stored in the Caltrans’ Right of Way.”

## **601-3 Payment**

### **DELETE this section in its entirety and replace with the following:**

Payment for **Public Convenience, Safety, and Traffic Control** shall be made at the lump sum price bid, and shall include all costs for preparation and implementation of the traffic control plans, installation, maintenance, replacement and/or relocation of signs, barricades, delineators, electronic message boards, warning devices, temporary striping and appurtenances, providing flagmen for handling detours, controlling, or restricting traffic through, in and around the project as required to the satisfaction of the Field Engineering Inspector and no additional compensation shall be allowed therefore.

## **9. TESTING**

The Contractor shall notify the Field Engineering Inspector at least two (2) full working days before testing is needed to allow for scheduling of appropriate personnel.

The City of Escondido shall supply personnel to sample, process and test ARAM material, base material, concrete, hot mix asphalt, paint, slurry, soil, and other materials as the Field Engineering Inspector deems necessary to ensure contract compliance and quality assurance. Sampling of materials may happen in the field or at the plant. When at the plant, the Contractor shall facilitate plant access for the City representative at all times during plant operation, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant, verifying weights, proportions, and material properties; checking the temperatures maintained in preparation of the mixtures, and for taking samples. Provide assistance as requested for the City to procure any desired samples. All initial tests will be performed at the expense of the City, however any re-testing because of failed initial test results, for any reason, shall be performed at the expense of the Contractor.

In addition, all testing charges for Contractor requested work that is not ready for scheduled testing will be charged to the Contractor. This includes scheduled work requiring testing personnel to wait in excess of one hour for work to be ready to test.

## **10. UTILITIES**

The Contractor shall call (Dig Alert 800-227-2600) for mark-out prior to any excavation. Any conflicts between the proposed work and existing underground facilities shall be reported to the Field Engineering Inspector immediately in order to prepare a design or adjust work as needed. No payment shall be made for any delay caused by failure of the Contractor to report conflicts immediately.

The Contractor shall contact the Field Engineering Inspector for mark-out of existing streetlight facilities at least two full working days prior to beginning any work near or adjacent to any existing streetlight facilities. The Contractor shall be held responsible for the protection and immediate repair of any streetlights and appurtenances, damaged by the work.

The Contractor is responsible for the removal of mark out paint as noted in the Mobilization and Demobilization section above.

Limited construction drawings outlining pavement removal areas of some streets have been prepared for this project, however, your attention is directed to the possible existence of underground facilities in the streets included in this project. The Contractor shall take steps to determine the exact location of all underground facility lids, tops, etc. (potholing) prior to performing work that may damage such facilities or interfere with their service, and ensure that all such

utility appurtenances within areas of work are raised to be flush with the finish street surface. If the Contractor fails to pothole to locate underground facilities or otherwise operates in a manner which results in damage to existing facilities, or fails to bring utility appurtenances flush with the street finish surface, as determined by the Field Engineering Inspector, the repairs to damaged utilities in the course of work and work to raise appurtenances to finish surface shall be the Contractor's responsibility, and all costs resulting thereby shall be borne by the Contractor.

The Contractor shall conduct their operation in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by any other forces. Cooperation for this or any other simultaneous, collateral or essential work shall be in conformance with Article 7 of the General Conditions.

The Contractor shall be responsible for any damage to utility facilities resulting from their operations and shall repair or replace them in accordance with the provisions of Articles 4 and 6 of the General Conditions.

All existing utilities shall be carefully uncovered if located within the lines of excavation or existing street improvement removal, and time shall be allowed for the Field Engineering Inspector to field check the location of such utilities to make certain that they will not interfere with the proposed improvements.

Facilities either permanently or temporarily relocated or supported by the owner shall be protected in place by the Contractor.

The Contractor will not be assessed liquidated damages for delay in completion of the project when such delay is caused by failure of the City or the owner of the utility to provide for a timely removal or relocation of, or other work associated with the existing utility facilities. **Notwithstanding any of the provisions in Articles 1, 11 & 12 of the General Conditions relative to payment to the Contractor for actual loss due to utility delay for any reason, the Contractor will be entitled to an extension of time as provided in Subsection 6-6, but will NOT be entitled to any other compensation for such delay.**

Owners of the various utilities on and near the job site are as follows:

UTILITY	OWNER
Gas Lines	San Diego Gas & Electric Company
Electric Power Lines	San Diego Gas & Electric Company
Telephone Facilities	AT&T Company
Water	City of Escondido
Sewer	City of Escondido
Cable TV	Cox Cable
General Cable/Communication	Crown Castle

Full compensation for all costs associated with locating and protecting of existing utilities, and coordination of utility work on site shall be considered as included in the contract unit bid price indicated in the Bid Schedule for the various contract items of work, and no additional compensation shall be allowed therefore.

**11. PROTECTING, ADJUSTING, AND PAINTING UTILITY COVERS AND FRAMES**

301-1.6 Adjustment of Manhole Frame and Cover Sets to Grade

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

The Contractor shall use extreme caution when grinding in the area of existing utility covers / lids. Care should be taken not to damage existing structures. Existing water valve cans and covers, test well cans and covers, blow-off cans and covers, monument covers and frames, sewer clean outs and sewer manholes shall be adjusted to the grade of the new finished pavement surface. If an existing structure is at the proper finish grade elevation and the concrete collar is sound, removal of the existing asphalt from the concrete collar is all that will be required, subsequent paving shall match the structure's grade. Should the concrete collar of a utility lid or cover be damaged or not match the proposed finished pavement grade, the asphalt concrete and P.C.C. collar shall be fully removed, the lid / cover adjusted to grade, and the pavement replaced. Contractor shall take extreme caution to prevent asphalt concrete or other materials from entering valve wells and accumulating around valves. Contractor shall insert a bucket, pale or other acceptable device to collect materials from adjacent grinding or paving operations. Should project materials deposit in the valve well, the Contractor shall remove all such material to the complete satisfaction of the Field Engineering Inspector.

Adjustment of manhole frames, clean outs, blow-off cans, valve covers and other potable water appurtenances shall be raised within ten (10) working days of completing pavement operations. All work to raise or lower utility facilities shall be completed in strict conformance to Escondido Standard Drawings: No. S-1-E, S-2-E, W-4-E, W-9-E, San Diego Regional Standard Drawing M-10, and Subsection 301-1.6 and 302-5.8 of the SSPWC. The Contractor shall contact the various Utility Companies for coordination and adjustment of their facilities.

When directed by the Field Engineering Inspector, the Contractor shall replace the manhole cover, frame, and ring in accordance the Escondido Standard Drawings: No. S-1-E, and Subsection 301-1.6 and 302-5.8 of the SSPWC. Contractor shall provide manhole and cover in accordance to San Diego Regional Standard Drawing M-1.

The caps/covers of all city owned utilities within treated streets shall be cleaned free of all oil and debris, and painted. Manhole covers shall be painted yellow, and water valves to match existing. If water valves are not painted, they shall be painted in accordance with RSD WV-03.

Payment for Protecting Utility Covers and Frames shall include furnishing all labor, materials, equipment and incidentals necessary to perform the completed work, and shall be included in the contract unit price bid for various items requiring this work, and no additional compensation shall be allowed therefore.

Payment to Adjust Ex. Valve Covers / Cans to Grade shall include furnishing all labor, materials, equipment and incidentals necessary to adjust water valve cans and covers, test well cans and covers, blow-off cans and covers, and monument covers and frames, clean and paint all covers, and shall be included in the contract unit price bid for various bid items requiring this work, and no additional compensation shall be allowed therefore.

Payment to **Adjust Ex. Manhole Covers to Grade** shall be made at the contract unit price bid, and shall include adjusting sewer clean outs, sewer manhole covers, catch basin covers to the grade of the new finished surface, and preparation and painting of lids to comply with the City Encroachment Permit. Compensation shall include furnishing all labor, tools, equipment, materials, excavation, storing, recycling, disposal and removal of material offsite, disposal fees and other work required to complete this item of work, and no additional compensation shall be allowed therefore.

## 12. TRENCH SAFETY AND SHORING

Trench shoring and excavation shall be in accordance with the State Division of Industrial Safety and the State Labor Code Sections 6705 and 6707. All excavations shall comply with requirements of Section 306-1.1.6 of the SSPWC. The California Division of Occupational Safety and Health enforces the requirement that Building and Construction Contractors obtain a permit prior to commencing certain types of hazardous activity, as specified in Section 6500 of the State Labor Code and Section 341 of Title 8 of the California Code of Regulations. A copy of this approved permit shall be given to the Engineering Field Inspector prior to starting any excavation on this project. These activities include construction of trenches or excavations which are 5 feet deep or deeper and into which a person is required to descend; and the construction or demolition of any building, structure, false work, or scaffolding more than three stories high or the equivalent height. Construction permits are issued by district offices of the division. The San Diego office is located at:

State of California  
Department of Industrial Relations  
Division of Occupational Safety and Health  
7807 Convoy Court, Suite 104  
San Diego, CA 92111  
(619) 237-7410

Trench safety and shoring shall pertain to trenches or excavations for the construction of pipes and structures or for any over purpose. Shoring, sheeting,

or trench shields shall be utilized in such a manner as to minimize disturbance of the material beneath the pipe crown. Trench sheeting that extends below the crown should either be left permanently in place or consist of adequately supported steel sheets 1-inch thick or less which can be extracted with minimal disturbance to the pipe embedment. When timber sheeting is used for trench support, it shall be cut off at the top of pipe before placing backfill material. Where movable trench shields are used, the following steps shall be followed unless an alternate technique that does not disturb the pipe embedment can be demonstrated:

- (a) Excavation of the trench below the elevation of the pipe crown shall be done from inside of the trench shield to prevent the accumulation of loose or sloughed material along the outside of the shield. Excavation of the trench ahead of the shield at an elevation below the pipe crown is not permitted unless approved by the Engineer.
- (b) After laying the pipe in the trench, bedding shall be placed in lifts and the shield must be lifted in steps. As the shield is lifted, embedment material shall be shoveled under the shield.

See the sections for "SUBSURFACE CONDITIONS" and "CONTROL OF GROUNDWATER AND SURFACE WATER" within these specifications.

All trench plates shall be recessed to match the adjacent pavement or finished surface.

Payment for Trench Safety and Shoring is included in the bid items that require trenching in compliance to the referenced plans and specifications and no additional compensation shall be allowed therefore.

### **13. CONTROL OF GROUND AND SURFACE WATER**

There is a possibility of ground water in the excavations. The rainy season typically begins October 1<sup>st</sup> and ends May 1<sup>st</sup>.

The Contractor shall be responsible for design, construction, and operation of a dewatering system, if needed. The Contractor shall estimate the surface and ground-water requirements for dewatering and shall be solely responsible for such estimate. The Contractor shall conduct site and subsurface explorations and investigations as necessary, in the Contractor's opinion, to adequately estimate the conditions encountered.

Disposal of water produced in the dewatering operation shall be in accordance with applicable governmental regulations, in an environmentally safe manner, with due regard to adjacent property and in strict conformance to all applicable water quality regulations.

Dewatering shall be accomplished to maintain the stability of the trench sidewalls and shall be coordinated with the shoring, sheeting, and bracing requirements of

the recognized safe shoring and sheeting practices of the appropriate safety codes. In order to minimize encroachment into public traveled-way, the sides of trenches shall not be sloped.

All costs associated with dewatering as described above shall be included in the price per unit of the work for the work being completed.

Payment for Control of Surface and Ground water shall be included in the bid items that require this work to comply with project specifications, and no additional compensation shall be allowed therefore.

#### **14. OFF-SITE DISPOSAL**

The Contractor shall dispose of all debris from the project at a legal disposal site. Materials removed from the project site that can be recycled shall be brought to a legal Recycle Center approved by the Field Engineering Inspector, and in conformance with the City of Escondido Resolution No. 91-444. Refer to the appendices of these specifications for additional information.

The Contractor shall upload on VPM all receipts that account for all materials hauled off site as to the weight and location taken.

Payment for Off-Site Disposal shall be in conformance with above mentioned requirements, and shall be included in the contract unit prices bid for various items requiring this work, and no additional payment shall be allowed therefore.

#### **15. UNCLASSIFIED EXCAVATION AND UNCLASSIFIED FILL**

##### UNCLASSIFIED EXCAVATION

Unclassified excavation shall include excavating, removing, hauling and legally disposing of all materials removed to the depths as outlined in Attachment A, and as otherwise indicated in the contract documents. Unclassified excavation for this project shall conform to SSPWC Section 300-2, and these specifications.

In addition to the improvement items noted above, this item shall also include saw cutting, collection of saw cutting water/residue, grinding, excavating, removing of specified improvements identified in Attachment A, excavating and removing of other existing materials including but not limited to asphalt concrete, concrete, soil, base material, roots and other organic material to within 12 inches of subgrade elevations as necessary to construct the new surface improvements including curb and gutter, sidewalk, curb ramp, driveways, cross gutters, roadway pavement structural section and other improvements. This shall include hauling and disposing of all removed materials, storing and legally disposing of materials offsite, and payment of disposal fees for materials to the complete satisfaction of the Field Engineering Inspector.

The Contractor is solely responsible to call for mark out of all utilities and traffic loops in the streets where the contract documents indicate pavement and other improvements shall be removed and replaced, and protect them in place where they are not identified to be removed. No additional compensation shall be made for costs or delays resulting from the Contractor's failure to locate and protect underground utilities.

The Contractor shall locate and tie out all utility lids and covers and frames, including but not limited to manhole lids/frames, valve covers, storm drain covers and frames, and dry utility lids/covers/frames before grinding can take place. Dry utility covers and frames shall be adjusted by each Utility company. Generally two-week notice is required and one week for actual adjustment work by private crews. Other non-City utility covers shall be handled per each individual agency's requirements. Contractor shall coordinate the adjustment of utility facilities with the respective Utility Companies. Refer to the Special Provision Section entitled "Protecting and Adjusting Utility Covers and Frames" for additional information.

Contractor shall not avoid asphalt concrete removal in areas with difficult access, such as adjacent to or between clusters of utility valves, etc.

The Contractor shall provide straight and vertical lines along all sides of improvement areas being removed. Cold milled/ground edges will be accepted as long as the finished edges are straight, vertical and plumb, as determined by the Field Engineering Inspector. Spalled edges, or edges determined not to be straight, vertical and plumb as a result of the Contractor's methods or equipment, as determined by the Field Engineering Inspector, shall be sawcut to the full depth of removal by the Contractor, at no additional cost to the City.

Should the improvements being removed have a cold or expansion joint that is smooth and straight, as deemed so by the Field Engineering Inspector, a clean removal of the improvement shall be allowed. Should the Contractor's operation damage or otherwise affect the cold/expansion joint edge, saw-cutting shall be required, at no additional cost to the City.

Removal areas shall be completed in straight lines, in rectangular shapes, and as specified in the contract documents or marked in the field by the Field Engineering Inspector.

The Contractor shall not remove more pavement area than can be replaced within the same working day. Curbs and gutters, and sidewalk areas may be removed one day, and replaced the next, unless otherwise approved by the Field Engineering Inspector. Such areas shall be fenced off from the public when left open overnight, and accommodations provided to pedestrians to provide a walking route, to the complete satisfactions of the Field Engineering Supervisor.

Excavations that may be considered for next day paving by the Field Engineering Inspector shall be only those that are of benefit to the City, its traffic operations, safety concerns and improved pavement construction, etc. Before consideration of next day paving, the Contractor shall demonstrate that traffic control is compliant and adequate for night use, that vehicular and pedestrian access to all facilities and properties has been maintained, any potential safety concerns are addressed, and all above requirements are to the complete satisfaction of the Field Engineering Inspector. Attachment A lists the recommended treatments for the primary list of streets included in the project. Recommended pavement removal depths are also provided. In the event the Contractor believes pavement removal beyond the recommended treatment is necessary, they shall notify the Field Engineering Inspector immediately. Such cases will be responded to as they are submitted, however, Field Engineering Inspector approval is required to treat streets beyond the depth specified. Additional work completed without the Field Engineering Inspector's approval is free to the City, and will not be negotiated.

Cold milling equipment shall comply with Section 302-1.2 of the SSPWC. The equipment shall have a pickup system and conveyor so that cuttings are picked up and deposited directly into trucks without windrowing. The cutters shall remove asphalt concrete pavement without tearing or gouging the underlying surface. Cold milling equipment shall have an air quality permit from the County of San Diego prior to use on this project.

Payment for Unclassified Excavation shall be at the contract unit price bid for the various bid items being removed to complete project work, and shall be full compensation for furnishing all labor, tools, equipment and materials required to complete this item of work including saw-cutting, removal, storing, recycling, hauling and disposal of material offsite, disposal fees, and no additional compensation shall be allowed therefore.

#### UNCLASSIFIED FILL

Unclassified fill shall conform to Section 300-4 of the SSPWC, and these specifications.

Unclassified fill shall consist of all fill material, equipment, labor and other items necessary to construct improvements indicated in Attachment A, transitioning existing improvements to newly constructed improvements, and as otherwise indicated in these contract documents. Where information is provided, fill shall be used to obtain subgrade or other specified grades and elevations. When not shown, the Contractor shall provide, install and compact fill material using equipment, labor and other items necessary to transition existing yards to new or replaced pedestrian ramps, sidewalk, curb and gutter, etc. within acceptable tolerances. Transitions to new and replaced improvements shall be at 2% toward the street unless otherwise shown or specified. Fill placed next to

constructed improvements shall be placed and compacted to within one inch of constructed and other adjacent improvement elevations.

Utility trench back-fill shall **NOT** be included as Unclassified Fill. Utility trench back-fill shall be included in the bid price for the appropriate items of work if provided for on the Bid Schedule.

Payment for Unclassified Fill shall be included in the various bid items of work requiring it, and shall include furnishing all labor, tools, equipment and materials required to complete work, including transportation, placement, compaction, soil selection, storing, recycling, and no additional payment shall be allowed therefore.

#### **16. UNSUITABLE MATERIAL**

Unsuitable material shall be handled in compliance with Section 300-2.2 of the SSPWC, and these specifications. Removal and disposal of unsuitable material, if authorized in writing by the Field Engineering Inspector, shall be paid for as extra work. Removed areas shall be measured and quantities agreed upon by the Contractor and Field Engineering Inspector.

#### **17. BASE MATERIAL**

Aggregate base material used on this project shall be Crushed Aggregate Base Material or Processed Miscellaneous Base Material conforming to Section 200-2 of the SSPWC, 2015 edition.

Should unsuitable material be encountered, it shall be addressed per the "Unclassified Excavation" and "Unsuitable Material" Sections included herein.

Subgrade preparation shall be performed per the "Subgrade Preparation" Section included herein.

Placement of approved aggregate base material shall be in strict conformance with Section 301 of the SSPWC -Treated Soil, Subgrade Preparation, and Placement of Base Materials, and as specified herein.

Payment for the **Base Material** shall be made at the contract unit price bid, and shall include removal and disposal of identified unsuitable material, providing all material, transportation, loading, tools, subgrade preparation, equipment and labor involved for the installation and compaction of the base material (95% relative compaction) in compliance with Section 301-2 of the SSPWC. Payment shall be made based on the calculated volume as determined by the width, depth and length indicated on the project plans or measured in the field, complete and in place and no other compensation shall be allowed.

**Because it is not known whether or not this item will be needed, Article 10 of the General Conditions addressing increases/decreases of more than 25**

**percent of the bid item as shown on the Bid Schedule shall not apply, and there will be no adjustment in the unit price payment made to the Contractor.**

## **18. GEO-STABILIZATION FABRIC**

Geo-Stabilization Materials shall only be installed at locations identified by the Field Engineering Inspector during the course of sub-grade preparation. Geo-Stabilization Fabric shall be installed in accordance with Section 300-10 of the SSPWC.

Geo-Stabilization Fabric shall be Tensar BX 1200 as manufactured by Contech Construction Products, Mirafi BasXgrid 11 as manufactured by Tencate, updates to these products, or an approved equal.

Payment for **Geo-Stabilization Fabric** shall be made at the contract unit price bid, and shall include furnishing all material, transportation, loading, tools, equipment and labor involved for the complete installation and in place product, and no additional payment shall be allowed therefore.

**Because it is not known whether or not this item will be needed, Article 10 of the General Conditions addressing increases/decreases of more than 25 percent of the bid item as shown on the Bid Schedule shall not apply, and there will be no adjustment in the unit price payment made to the Contractor.**

## **19. SUBGRADE PREPARATION**

Sub-grade preparation for project improvements shall be done in accordance with Section 301-1 of the SSPWC and these Special Provisions.

### **301-1.3 Relative Compaction** (Revise the following)

**Delete in its entirety and replace with:** When pavement and/or base or sub-base for pavement is to be placed directly on subgrade material, the top 12 inches of subgrade material shall be compacted to a relative compaction of 95 percent. When base is placed for curb, gutter, cross gutter, driveways or sidewalks are completely removed, the top 6 inches of subgrade material shall be compacted to a relative compaction of 90 percent. When curb, gutter, cross gutter, driveways or sidewalks are to be placed directly on subgrade, the top 12 inches shall be compacted to a relative compaction of 90 percent.

After compaction and trimming, the subgrade shall be firm, hard, and unyielding.

If high moisture content is the result of any action on the part of the Contractor or inaction in protecting the work during the course of the contract, correcting the problem shall be at the sole expense of the Contractor as covered in SSPWC Section 300-2.2.2.

Payment for preparation of subgrade and minor grading will be considered included in contract unit price bid for the various items requiring this work, and no additional payment shall be made therefore.

## 20. ASPHALT CONCRETE PAVEMENT

Asphalt Concrete pavement shall be completed per Sections 203 and 302 of the SSPWC, these Special Provisions, and ACE Fiber Manufacturer Recommendations where applicable, to the complete satisfaction of the Field Engineering Inspector, unless otherwise indicated.

**Removal of asphalt concrete to complete project work is covered under the "Unclassified Excavation" Section included in these specifications, but paid for under this section. The Contractor is directed to Attachment A included herein for anticipated work to be completed as part of this project. It provides overall street segment areas and approximate quantities of rehabilitation work to be completed within each segment. The Contractor shall anticipate multiple areas of pavement removal and replacement work within each segment.**

SECTION 203 – BITUMINOUS MATERIALS of the SSPWC, 2015 edition.

### 203-1.2 Testing Requirements (Revise the following)

DELETE the first sentence in its entirety, and REPLACE with: "Paving asphalt shall be specified by performance grade and shall conform to the requirements shown in Table 203-1.2 (A)."

### 203-1.3 Test Reports and Certification (Revise the following)

After the second paragraph, ADD: "Caltrans maintains the program requirements, procedures, and a list of approved suppliers at:

<http://www.dot.ca.gov/hq/esc/Translab/fpmcoc.htm>"

Performance graded asphalt binder PG 64-10 shall be used in making all hot mix asphalt for placement on this project, and the binder shall conform to SSPWC Sections 203-1 and 203-2.

Asphalt concrete pavement mix aggregate gradation and other requirements used for this project shall comply with Section 400 Asphalt Concrete, Table 400-4.3(C) of the SSPWC.

Hot Mix Asphalt used in residential areas or paving depths less than two inches shall be Type III, Class C2, PG 64-10, unless otherwise stated.

Hot Mix Asphalt used for paving depths greater than two inches on collector and above classified streets shall be Type III, Class B2. PG 64-10.

Hot mix asphalt shall be placed in compliance with Section 302-5 Asphalt Concrete Pavement of the Standard Specifications for Public Works Construction with the following exceptions:

- a. 302-5.1 General, In the first paragraph, replace "Section 203-6" with "Section 400-4."

**203-6.1 General** (Revise the following)

Immediately following the first sentence of Paragraph 1, ADD: "Submitted mix designs for this project shall not exceed 15 percent RAP content."

**203-6.3.4 and 203-6.4.4 Additive Alternate Item A –Fiber Reinforcement for Hot Mix Asphalt.** The contractor shall work with the project asphalt concrete supplier to introduce the approved manufacturer's Aramid fiber products to the approved mix per the specifications found in project attachments.

Known manufacturers of Aramid fiber products are:

Forta-Fi, manufactured by 100 Forta Drive, Grove City, PA 16127-6399, U.S.A.

Phone: (800) 245-0306 or (724) 458-5221

Fax: (724) 458-8331

[www.forta-fi.com](http://www.forta-fi.com)

Ace-Fiber, manufactured by Surface Tech, 402 W. Broadway, Ste 400 San Diego, CA 92101

Phone: (619) 880-0265

Fax: None

[www.surface-tech.com](http://www.surface-tech.com)

The Contractor shall use Hot Mix Asphalt with fiber at the following location(s):

- A. W. Valley Parkway between Auto Park Way and 11<sup>th</sup> Avenue
- B. E. Valley Parkway between N. Grape Street and N. Fig Street
- C. Auto Park Way between Citracado Pkwy and Andreasen Dr. (If Add. Alt. B is awarded)
- D. Jesmond Dene Road from City/County limits to N. Broadway.

SECTION 302 – ROADWAY SURFACING of the SSPWC, 2015 edition.

**302-5.3 Prime Coat** (Revise the following)

Delete Paragraph 1 in its entirety and replace with the following: "No prime coat shall be required."

**302-5.6.2 Density and Smoothness** (Revise the following)

After the first paragraph of this section, ADD: "The finished elevation of the hot mix asphalt pavement surface when draining toward a concrete gutter or any other concrete surface it joins or abuts shall be one quarter 1/4 inch, +/- 1/8 inch, above the lip of the gutter or any other concrete surface it joins or abuts. Gaps, joints or any void between the pavement and the gutter are not acceptable. Pockets of large aggregate clusters are not acceptable and shall be corrected while placed Hot Mix Asphalt is still hot. Said clusters may be sand and sealed while the Hot Mix Asphalt is still hot, if allowed by the Field Engineering Inspector. Pavement installed in an unacceptable manner, as so determined by the City, shall be removed and replaced at the expense of the Contractor.

Prior to placing Asphalt Concrete in the removal areas, all existing loose material shall be removed, concrete surfaces shall be swept and tack coat applied.

**302-5.9 Measurement and payment** (Revise the following)

Delete the existing in its entirety and replace with the following:

**At the end of each workday where removal and replacement of Hot Mix Asphalt has taken place, the contractor shall provide the City's Field Engineering Inspector with the total square footage of all rehabilitated pavement, and all material tickets for each street completed. Areas adding up to significant increases above those specified in the contract documents, as determined by the City, without prior approval of work may be rejected for payment.**

Payment for "**3**" **Type III, Class B2 or C2, PG 64-10 HMA Pavement for Full Removal Streets**" shall be made per square foot at the price bid, and shall include removal of pavement to specified depths, and all transportation, labor, material, and equipment including tack needed to place and compact the Hot Mix Asphalt Concrete pavement to the lines, grades, thickness, compaction to a minimum of 95% of the theoretical Maximum Unit Weight as determined by ASTM D-2041-03a, and other requirements indicated in these specifications and in Attachment A for a complete new product in place to the complete satisfaction of the Field Engineering Inspector, and no additional payment shall be allowed therefore.

Payment for "**3**" **Type III, Class B2 or C2, PG 64-10 HMA Pavement for Partial Removal Streets**" shall be made per square foot at the price bid, and shall include removal of pavement to specified depths, and all transportation, labor, material, and equipment including tack needed to place and compact the Hot Mix Asphalt Concrete pavement to the lines, grades, thickness, compaction to a minimum of 95% of the theoretical Maximum Unit Weight as determined by ASTM D-2041-03a, and other requirements indicated in these specifications and in Attachment A for a complete new product in place to the complete satisfaction of the Field Engineering Inspector, and no additional payment shall be allowed therefore.

Payment for **“2” Type III, Class C2, PG 64-10 HMA Pavement for Partial Removal Streets**” shall be made per square foot at the price bid, and shall include removal of pavement to specified depths, and all transportation, labor, material, and equipment including tack needed to place and compact the Hot Mix Asphalt Concrete pavement to the lines, grades, thickness, compaction to a minimum of 95% of the theoretical Maximum Unit Weight as determined by ASTM D-2041-03a, and other requirements indicated in these specifications and in Attachment A for a complete new product in place to the complete satisfaction of the Field Engineering Inspector, and no additional payment shall be allowed therefore.

Payment for **“Additive Alternate Item A– Fiber added to Hot Mix Asphalt** shall be made at the contract unit price bid. This is an added cost to introduce approved fiber to streets being paid for with Bid Items 8 or 9, 3” Type III, Class B2 or C2, PG 64-10 HMA Pavement, at a per square foot price, and shall include full compensation for furnishing all added costs of material, labor, tools, equipment, QA/QC mixing and reporting, and incidentals for doing all the work involved in furnishing and installing fiber, included metering and feeding the treated Aramid fiber.

The contractor shall be paid the per square foot price shown in Bid Items 8 or 9, in addition to the contract unit price bid for Additive Alternate Bid Item A to add fiber.

Payment for **“Additive Alternate Items B and C – Additional Type III, Class B2 or C2, PG 64-10 HMA Pavement for identified streets**” shall be made at the lump sum price bid, and shall include removal and replacement of identified pavement areas to specified depths, curb and gutter, driveway, pedestrian ramp and sidewalk improvements, loops, trees, application of crackfill, slurry treatment, signs and striping, installation of video detection systems and components, preparation of plans-implementation-maintenance of traffic control, and all transportation, labor, material, and equipment required to complete project work identified per Attachments A thru D, H thru I, and these specifications to the complete satisfaction of the Field Engineering Inspector, and no additional payment shall be allowed therefore. In the event approved quantities exceed those shown on Attachments A thru D and H thru I, overage quantities shall be paid for using unit pricing from the base bid for similar items.

## **21. EDGE WORK**

Edge work for this project shall be completed per project details within attachments included within these specifications, where identified in Attachment A of this project, and as directed by the Field Engineering Inspector.

Work to remove existing improvements, materials, etc. in preparation to complete Edge Work per project details shall be performed in accordance with the

"Unclassified Excavation" Section included herein. A sawcut edge where 'edge work' meets existing pavement is required.

Payment for **Edge Work** shall be made at the contract unit price bid, and shall include all the equipment, material, labor, transportation, loading and tools required to remove existing pavement, base, soil, etc. and construct edge repairs to identified areas, and no additional payment shall be allowed therefore.

## 22. CRACK SEALING

The Contractor shall prepare, provide and install this treatment in accordance with the information included herein:

**Please Note: Crack sealing shall be applied on all streets receiving slurry or ARAM treatments, as identified in Attachment A, and as otherwise directed by the Field Engineering Inspector.**

### CRACK SEALING

- 1) **Cracks to be sealed in slurry treated streets shall be 1/4" or larger.**  
Contractor shall seal only transverse, longitudinal, block, or reflective cracks. Contractor shall not seal alligator cracked (Consisting of several broken pieces) areas.
- 2) **Cracks to be sealed in ARAM treated streets shall be as directed by the Field Engineering Inspector.**
- 3) All cracks to be sealed that contain weeds/vegetation shall be sprayed at minimum ten days before being prepared for crack sealing. Contractor shall use Roundup or approved equal herbicide. The approved herbicide shall be colored for easy identification of treated areas.
- 4) All cracks to be sealed shall be completely clean, dry, and free of all loose material, vegetation and any other foreign substances which may cause the sealant not to adhere to the crack wall. The pavement surface shall be swept clean of all foreign and loose material for a minimum of six (6) inches on either side of the crack. The loose material shall be removed from the work area prior to applying the crack sealing material.
- 5) Cracks shall be cleaned using a hot compressed air lance (HCL) apparatus. The Contractor shall clean and dry all cracks with the HCL immediately before sealing. Air existing in the lance shall be heated to a temperature sufficient enough to remove the oxidized surface from the crack walls. The HCL shall meet the following specification.
  - i) Compressed air capacity: 40 to 100 CFM, 75 to 150 PSI
  - ii) Heated air temperatures: 600 to 2,200 degree F.

- iii) Exit heated air: 1,000ft/sec
  - iv) Propane: 5 to 20 PSI
- 6) Prior to beginning work, the Contractor shall submit documentation certifying that each HCL apparatus to be used on the project meets the above specifications. This documentation is required at the start of new projects. If the apparatus certification expires during construction, re-certification is required and documentation shall be resubmitted before crack sealing work on the project can continue.
  - 7) Crack sealant material used shall be Road Works 306, or CRAFCO Polyflex Type 3, updates to those products, or an approved equivalent. Sealant shall be prepared and applied to the pavement cracks in conformance with all manufacturers' instructions unless otherwise noted in this document.
  - 8) Sealant shall be applied from the bottom of the crack up to the surface in a manner, which does not result in sealant bridging or entrapping air pockets. The sealant shall be applied to a slightly overfilled condition and then leveled with a squeegee. The over band shall not exceed 1-1/2" on either side of the crack.
  - 9) Cracks not cleaned or sealed shall be rejected and all costs incurred for removal and replacement of the rejected areas shall be borne exclusively by the Contractor.
  - 10) **Cracks that have settled shall be brought flush with the street surface by applying a second application of crack sealant prior to application of slurry treatment.** The Contractor shall ensure that areas to receive a second application are clean and ready for additional material, and that applied sealant has adequate time to cure/harden prior to preparation or application of any following surface treatments, or opened to traffic.

Payment for **Crack Sealing** shall be measured in linear feet (LF), and shall include all labor, materials, tools, equipment and incidentals and for performing all work involved, complete and in place, including spraying of weeds in advance, removing and disposing of the debris material from the pavement cracks, at the contract unit price bid, and no additional compensation will be allowed therefore. **The Contractor is referred to Special Provision Item 20, Asphalt Concrete Pavement, for payment of crackfill treated streets included in Additive Alternate bid items.**

## 23. SLURRY – PART 2 - CONSTRUCTION MATERIALS

**Emulsion Aggregate Slurry (EAS) for this project shall conform to Sections 203-5 and 203-5.4 of the SSPWC unless superseded by information contained herein. Submitted OR EQUAL products shall meet these same requirements. Submitted OR EQUAL products are considered a**

**“Substitution of Materials,” and shall be treated per Item 9 of the Instructions to Bidders.” Determination of whether or not a product is equal shall be at the sole discretion of the City.**

**The same product shall be used for all slurry applications.**

**PART 2 SHALL CONFORM TO PART 2 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION EXCEPT FOR THE FOLLOWING REVISIONS AND / OR ADDITIONS.**

**ADD: 203-3.4.4.1 General**

After sub item d) add the following wording: e) One hundred percent (100%) of the crumb rubber shall be a product of recycled material from the State of California, unless otherwise approved by the Engineer.

**REVISE: 203-3.5 Certificate of Compliance**

Delete in its entirety, and replace with: “A Certificate of Compliance conforming to 4-1.5 shall be sent with each load of emulsified asphalt.”

**REVISE: 203-5.1 General**

**After the first paragraph ADD the following:** “The cured slurry shall have a uniform appearance, fill all cracks, adhere firmly to the surface, and have a skid-resistant surface. The slurry shall cure so that it resists abrasion by slow traffic within sixty minutes after placement, and be fully usable by all types of traffic within two (2) hours.

**ADD: 203-5.1.1 Testing Requirements**

**The Contractor is referred to the Item 9, TESTING of these specifications.**

In addition, Work or material which does not conform to these specifications, although accepted through oversight or otherwise, may be rejected at any time and shall immediately be removed from the job site. Rejected areas left in place are subject to an extended warranty period of three (3) years. Rejected streets are those completed on the date of failed tests. Prior to submitting written correspondence requesting a final inspection, the Contractor shall provide a street listing for all such streets completed on the date of test failures. A final inspection will not be scheduled until the said list has been submitted by the Contractor and accepted by the City.

Wet Track Abrasion Tests shall be done daily as an indicator to the quality of slurry being placed in the field. If the testing indicates poor quality material which cannot be corrected immediately, the job will be shut down until compliance with specifications can be demonstrated. Should the job be shut down because slurry product being applied does not conform with project requirements for any reason,

the Contractor shall submit in writing within twenty-four hours the reason for product nonconformance, the list of affected streets for reasons noted above, and measures to be taken to ensure quality compliance, for City review. Written City approval is required before project slurry work can continue.

Forty-eight (48) hours after the samples are received by the laboratory and prior to a given notice by the City, the Testing Lab shall submit results of testing on VPM for the Contractors use.

**ADD: 203-5.4.2.3 Water**

**After the first paragraph, ADD the following:** “Water used for construction shall be from any potable domestic supply served by the City of Escondido’s water system, and approved by the Field Engineering Inspector. Refer to the Section of **MOBILIZATION & DEMOBILIZATION** of these specifications for additional information about obtaining a construction meter. If the Contractor uses water from another water entity that serves Escondido, they shall comply with all of their requirements. Payment for all related fees for water usage by the Contractor from a provider other than the City of Escondido’s shall be the sole responsibility of the Contractor. This shall apply to all water used on this project, for any type of work.”

**ADD: 203-5.4.2.4 Latex**

**After the end of the paragraph, ADD the following:** “Latex shall constitute a minimum of 2.5% by weight of Emulsified Asphalt.”

**REVISE: 203-5.4.2.5 Set Control Agents**

**DELETE all language after the words “aluminum sulfate,” and REPLACE with the following:** “only.”

**PART 3 – SLURRY -CONSTRUCTION METHODS**

**PART 3 SHALL CONFORM TO PART 3 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION EXCEPT FOR THE FOLLOWING REVISIONS AND/OR AND ADDITIONS:**

**ADD: 302-4.2 Aggregate Stockpile**

**After the first paragraph, ADD the following:** “Arrangements for these sites shall be the responsibility of the Contractor. If on private property, a written agreement shall be provided to the Engineer prior to commencing operations. For purposes of this contract, the construction zone is defined to be the stockpile area, the area to be sealed, and all streets and public rights-of-way in between.

**REVISE: 302-4.8 Spreading and Application**

**DELETE the first sentence in its entirety and REPLACE with the following:**  
“All streets to receive slurry treatment that contain weeds/vegetation shall be sprayed at minimum ten days before slurry treatment shall be applied. Contractor shall use Roundup or approved equal herbicide. The approved herbicide shall be colored for easy identification of treated areas. In preparation for slurry, the Contractor shall have completed all weed/vegetation removal, and crack sealing of streets where slurry is being applied. All paint for street segments being restriped in a different alignment, as identified in Special Provisions Item 26, shall be removed prior to application of this surface treatment. All thermoplastic markings and RPM's shall be removed unless otherwise directed. The Contractor shall also remove all oil and grease spots using and approved asphalt oil spot cleaner and/or approved sealant, or by any other method approved by the Field Engineering Inspector. Prior to spreading, the Contractor shall clean the existing pavement areas to be treated with a Regenerative Air Street Sweeper, to the complete satisfaction of the Field Engineering Inspector.”

Payment for **Slurry -Type II EAS** or approved equal shall be paid at the contract unit price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in preparation for and applying the slurry, complete in place, including testing for and furnishing mix design, cleaning the surface, furnishing added mixing water and set-control additives, latex, mixing water with aggregates and asphaltic emulsion for coating the pavement, and other work necessary to provide a complete treatment as specified in these special provisions, and as directed by the Field Engineering Inspector. Corrective Action for noncompliance shall conform to 302-4.6.4.2 of the SSPWC. No partial payments will be made for preparation work associated with this item. Payment shall only be made upon application and acceptance of the slurry treatment. **The Contractor is referred to Special Provision Item 20, Asphalt Concrete Pavement, for payment of slurry treated streets included in Additive Alternate bid items.**

**Please note, payment for specified slurry treatments over ARAM applications shall be paid for as part of the bid item for ARAM w/Slurry Type II - EAS.**

#### **24. ASPHALT RUBBER AGGREGATE MEMBRANE –ARAM**

The Contractor shall provide and install this treatment in accordance with Sections 203-12 and 302-10 of the SSPWC, and the following revisions and/or additions:

##### **REVISE: 203-11.2.3.1 Crumb Rubber Modifier (CRM)**

**DELETE** the third sentence of the first paragraph in its entirety, and **REPLACE** with the following:

Whole scrap tire CRM shall be derived from whole scrap tires generated and processed within the State of California.

**REVISE: 203-11.2.3.1 Crumb Rubber Modifier (CRM)**

To the end of the first paragraph, ADD

Also to be submitted by the Contractor are completed Rubberized Pavement Certification (CalRecycle 739-TRP) and Project Summary & Calculation forms. These forms help determine the number of California Waste Tires that were diverted from the waste stream as a result of the project's completion. Both forms are available online at: (<http://www.calrecycle.ca.gov/Grants/Forms/>), and the City will provide the awarded Contractor with the Project Summary & Calculation form upon written request. Both forms shall be submitted to the City within ten calendar days of completing all ARAM placement.

**ADD: 203-12.1 General**

After the first sentence ADD the following: "When EAS or other approved equal cationic slurry product is being placed over ARAM, the Contractor shall slurry treat prepared surfaces identified within seven calendar days, unless otherwise directed by the Field Engineering Inspector. Failing to comply with these timelines shall require work on other project streets to cease until this requirement is met, if so directed by the Field Engineering Inspector."

**302-10.1 Application**

Prior to the first paragraph ADD the following:

All streets to receive ARAM treatment that contain weeds/vegetation shall be sprayed at minimum ten days before treatment shall be applied. Contractor shall use Roundup or approved equal herbicide. The approved herbicide shall be colored for easy identification of treated areas. In preparation for ARAM, the Contractor shall have completed all weed/vegetation removal, and crack sealing of streets. All thermoplastic markings, and RPM's shall be removed unless otherwise directed. The Contractor shall also remove all oil and grease spots using an approved asphalt oil spot cleaner and/or approved sealant, or by another method approved by the Field Engineering Inspector. Prior to treatment, the Contractor shall clean the existing pavement areas to be treated with a Regenerative Air Street Sweeper. Refer to details in project attachments for additional information."

**302-10.1d Application**

REVISE to read: "Material shall be applied at a rate between 0.60 to 0.65 gallons per square yard as directed by the Engineer."

### **302-10.3 Flush Coat**

No Flush Coat is required.

### **302-10.4 Public Convenience and Safety**

Immediately following the last sentence, ADD: "Contractor shall comply with these requirements, and the above Section entitled PUBLIC CONVENIENCE, SAFETY, TRAFFIC CONTROL. In the event of a conflict, the Contractor shall use the more stringent requirement unless otherwise directed by the Field Engineering Inspector.

### **302-10.5 Measurement and Payment**

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

Payment for **ARAM and Slurry -Type II EAS** shall be at the contract unit price bid, and shall include all transportation, equipment, materials, labor and incidentals necessary to prepare the areas to be treated, application of treatment in conformance with these plans and specifications, and shall include the cost of the approved Type II EAS slurry or approved equal product to be applied over the ARAM system, and no additional payment shall be allowed therefore. No partial payments will be made for preparation work associated with this item. Payment shall only be made upon application and acceptance of the slurry treatment. **The Contractor is referred to Special Provision Item 20, Asphalt Concrete Pavement, for payment of ARAM treated streets included in Additive Alternate bid items.**

## **25. SIGNS, STRIPING & PAVEMENT MARKINGS**

The materials used to replace striping removed or covered as a result of this project shall include paint, thermoplastic, glass beads, raised pavement markers and any other materials required for a complete installation of all specified work. Work associated with the striping and pavement markings shall comply with Section 84: Traffic Stripes and Pavement Markings and Section 85 Pavement Markers of the Caltrans Standard Specifications, current edition.

Striping Plans and/or Typical Sections and notes have been provided for revisions or updates to the alignment of some segments of the following streets:

- 9<sup>th</sup> Avenue – W. Valley Pkwy to S. Hale Avenue (if awarded)
- 11<sup>th</sup> Avenue – S. Hale Avenue to Bernardo Avenue
- Auto Park Way – Citracado Pkwy to Andreasen (if awarded)

- Citracado Parkway – W. Valley Pkwy to Greenwood Pl.
- Eucalyptus Ave. – Hamilton Ln. to Via Rancho Pkwy
- Jesmond Dene – Broadway to City/County boundary
- W. Valley Pkwy – Home Depot Center to 9<sup>th</sup> Avenue
- W. Valley Parkway – 9<sup>th</sup> Avenue to Auto Park Way

Changes to striping on these streets includes, but is not limited to, adding cross walks, median striping, parallel parking markings, bike lanes, bike lane buffers, and associated bike lane symbols and signs. The Contractor shall be paid for added striping and signs as described below.

The Contractor shall install temporary, four-inch wide pavement tabs outlining the approved striping alignment immediately following pavement operations, and prior to opening the street to public traffic. The Contractor shall be responsible for maintaining installed tabs on a daily basis until permanent striping and markings have been installed.

Within five (5) calendar days after placing the final street coating or treatment, the Contractor shall 'turkey track' the treated street and request a meeting with City Traffic Engineers through the Field Engineering Inspector to review layout of existing or revised striping plans and markings, and new or revised crosswalks, etc. for approval. Striping cannot commence until all elements of striping have been accepted by City Traffic Engineers. The Contractor shall provide a forty-eight (48) hour notice to have marked streets review by traffic engineers.

Once approved to place striping, the Contractor shall apply 2 coats of paint or 1 application of thermoplastic (120 mil thickness minimum) where indicated herein, on project signing and striping plans, or Attachment A, unless otherwise indicated. Streets classified as Collector and above shall be restriped with one coat of paint within five (5) calendar days of layout approval. The second coat of paint shall be applied at minimum fourteen (14) calendars days of final treatment placement.

Raised Pavement Markers – Type 1 – Two Way Reflective –per San Diego Regional Standard Drawings and including Blue Reflective Markers for Fire Hydrants shall comply to and be installed in strict compliance with San Diego Regional Standard Drawing M-19. Raised Pavement Markers shall be placed with the second coat of paint.

Thermoplastic markings and legends shall be placed no earlier than fourteen days from final pavement treatment, at the same time as the second coat of paint.

The Ladder Crosswalk, per Caltrans Standard Plan A24F, shall be installed with 12" wide bars and 30" of clear space between bars. Unit measurement for this type of crosswalk is linear foot for all striping shown on Caltrans Standard Plan A24F with the aforementioned bar width and clear space.

Conflicting signs shall be removed and new traffic signs shall be placed simultaneously with the first coat of paint.

Please note, all quantities indicated in the bid schedule are estimates and payment shall be made based on actual quantities placed in the field as measured and approved by the Engineering Field Inspector.

Unless otherwise shown or specified, the Contractor shall replace all striping and markings in the original alignment, to comply with the descriptions and details below, and standards noted above. Should additional striping be requested within streets included in Attachment A prior to the first coat of paint, they shall be paid for using contract unit prices bid. No additional fees will be paid for mobilization or traffic control preparation and installation.

Payment for **Signs, Striping, and Pavement Markings** shall be paid at the contract unit price bid, and shall include all materials, layout of existing and/or updated alignments, sign fabrication, preparation of striping areas, equipment and labor necessary to install signs, striping, and other pavement markings in compliance with Caltrans and/or other identified details and standards associated with each respective line item, and no additional compensation shall be allowed therefore.

PLEASE NOTE, Contractor compliance with striping timelines is mandatory! A deduction of \$300/calendar day fine will be withheld from Contractor payments for each street that does not receive its turkey tracking, first coat of paint and street signs (if applicable) per the above noted requirements. These funds are considered forfeited by the Contractor.

**Article 10 of the General Conditions regarding increases/decreases of more than 25 percent shall not apply to the bid price indicated in the Bid Schedule for this line item, regardless of the increase or decrease in actual quantity relative to the quantity indicated in on the Bid Schedule. There will be no adjustment in the unit price payment made to the Contractor:**

**Furnish and Install Painted Lines 1 (Includes Centerline – Detail 1, Centerline w/Raised Pavement Markers – Detail 2, Lane line with Raised Pavement Markers – Detail 9, Lane line with Raised Pavement Markers – Detail 12, Left Edge Lines – Detail 25A, 4” Wide White Stripe with Raised Pavement Markers – Detail 27B, and Right Lane Line Extension through Intersection - Detail 27C per Caltrans Standard Plan A20B, 6” Bike Lane Lines - Details 39 and 39A, and Lane line Extension Through Intersection - Detail 40 per Caltrans Standard Plan A20D);**

**Furnish and Install Painted Lines 2 (Includes Centerline with Raised Pavement Markers– Detail 22 per Caltrans Standard Plan A20A, and Lane Drop at Intersection – Detail 37B per Caltrans Standard Plan A20C, and 8”**

**Channelizing Line with Raised Pavement Markers - Detail 38 per Caltrans Standard Plan A20D);**

**Furnish and Install Painted Lines 3 (Includes Median Island – Detail 29, Two Way Left Turns with Raised Pavement Markers – Detail 32 per Caltrans Standard Plan A20B, and red curb where shown or specified);**

**Furnish and Install Thermoplastic 12” Limit Line/Crosswalk (W/Y), and Sawtooth Yield bar per Caltrans Standard Plans A24E;**

**Furnish and Install Thermoplastic Legends (AHEAD, BUS, CLEAR, HERE, KEEP, ONLY, PED, R/R, SCHOOL, SIGNAL, SLOW, STOP, WAIT, XING, YIELD) per Caltrans Standard Plan A24D and A24E;**

**Furnish and Install Thermoplastic Arrows, Type I, Type IV (L/R), Type VII, and Type VIII per Caltrans Standard Plan A24A;**

**Furnish and Install Thermoplastic Rail Road Crossing Symbol, R X R, per Caltrans Standard Plan A24B;**

**Furnish and Install Painted Bike Lane Symbols (Includes Bike Lane Symbol w/o Person and Bike Lane Arrow as one item), and Shared Lane Marking, per Caltrans Standard Plans A24C and A24A, and MUTCD Page 1394, Figure 9C-9 respectively), and Yellow Painted Median Nose per attachments;**

**Furnish and Install Fire Hydrant Markers per San Diego Regional Standard Drawing M-19;**

**Furnish and Install Street Sign w/Pole per SDRSD M-45 where shown on project signing and striping plans or indicated herein. The Contractor is directed to project attachments for additional information. Payment to replace existing signs on poles with new ones, fabricate and install new signs on poles, remove existing signs and deliver them to the City’s Public Works Yard, and relocate signs to other poles-etc. will be paid for at one unit price.**

## **26. PORTLAND CEMENT CONCRETE**

Portland Cement Concrete (PCC) shall meet the requirements of Section 201-1.1.2 and 400-3 of the SSPWC, and shall be installed per Section 303-5 unless otherwise specified.

The Coarse Aggregate for PCC shall meet the requirements of Section 200-1.4. of the SSPWC. The sand for PCC shall meet the requirements of Section 200-1.5.3. of the SSPWC.

Subgrade preparation shall conform to the Subgrade Preparation Section above.

Portland Cement Concrete used for all curb and gutter, sidewalks, pedestrian ramps, driveway approaches, driveway aprons and thrust blocks shall be 520-C-2500, 520-C-2500P with a maximum four (4") inch slump and in conformance with Table 201-1.1.2(A) of the SSPWC, unless otherwise indicated. If the curb and gutter is to be extruded the same PCC shall be used and the slump reduced to a two (2") inch maximum.

Portland Cement Concrete used for all cross gutters shall be shall be 560-C-3250 or 560-C-3250P with a maximum four (4") inch slump, and in conformance with Table 201-1.1.2(A) of the SSPWC."

**Please note, there may be more than one location of sidewalk, curb and gutter, driveway, etc. repairs for each street identified as needing such repairs in Attachment A.**

Payment for all PCC concrete work shall be paid at the contract unit price bid for the specific item of work and shall include furnishing all labor, materials, equipment and forming materials to remove damaged improvements, grading, concrete, curing processes, scoring, stamping, steel reinforcement, marking, joints, saw cutting, asphalt paving along the edges for smooth driving transitions, other work necessary, and all labor for a complete product in place to the satisfaction of the Field Engineering Inspector, and no additional compensation shall be allowed therefore.

## **27. SIDEWALK**

General locations of sidewalk areas to be removed and replaced as part of this project are identified in Attachment A, and have been marked in the field by the City. Prior to demolition operations the Contractor shall coordinate and meet with the Field Engineering Inspector to confirm areas to be removed and replaced. The meeting shall be scheduled to allow enough time prior to identified work to adequately staff the upcoming work. During the scheduled meeting, the Field Engineering Inspector may add adjacent areas to be removed and replaced, as deemed appropriate. Project sidewalk repairs primarily involve removal and replacement of sidewalk areas that have been uplifted by tree roots, etc.

Sidewalk shall be constructed in conformance with San Diego Regional Standard Drawings G7, G9, G10, Escondido Standard Drawing G-6-E, and per these specifications.

Construction of ramps adjacent to type G-14D driveway openings shall be paid for as **Construct 4-inch Thick PCC Sidewalk**, and shall be removed and constructed per RSD G-14D, RSD G-7, and Escondido Design Standards and Standard Drawings G-6-E. These ramps do not require tactile detectable tile

modules installed, but do require the score lines and curbs as shown in the above mentioned references.

Sidewalk behind driveway aprons shall be constructed in conformance with the above noted standards, and shall be paid for as **Construct 4-inch Thick PCC Sidewalk**.

Water meter boxes located within areas of sidewalk replacement shall be brought level/flush with adjacent sidewalk finish surface. If during removal of sidewalk being replaced, the existing water meter boxes are damaged as a result of Contractor negligence, the water meter box shall be furnished by the City, and installed by the Contractor. The expense of the provided meter box will be deducted from future progress payments.

Measurements for sidewalk pay quantities shall be taken from the back of curb to the back of walk and between the limits of driveways, ramps, catch basins, planters, etc. by the Field Engineering Inspector.

Payment for **Construct 4 inch Thick PCC Sidewalk** shall be at the contract unit price bid, and shall include all transportation, equipment, materials, labor and incidentals necessary to remove and dispose of existing, damaged sidewalk improvements, preparation of the sidewalk sub-grade, furnish and install concrete forms, adjusting existing utility boxes (water meters, etc.) to grade, furnish and placing the concrete, finishing the concrete, protecting the concrete until cured, constructing PCC ramps parallel with the sidewalk and sidewalk behind driveway aprons, placing wide border (score lines) and ramp per RSD G-32, placing standard scoring, expansion or weakened plane joints, apply curing compound, removing the forms for a complete sidewalk installation in conformance with these plans and specifications, and repair and verification that all irrigation in the right-of-way is functioning, and no additional payment shall be allowed therefore.

## **28. CONCRETE CURB, GUTTER, CROSS GUTTERS, DRIVEWAYS, AND PEDESTRIAN ACCESS RAMPS**

The general location of curbs, gutters, cross gutters, driveways, and pedestrian ramps installation and repairs have been provided in Attachment A, and have been marked in the field by the City. Prior to demolition, the Contractor shall coordinate and attend a field meeting to clearly identify areas to be removed and replaced. The meeting shall be scheduled to allow enough time prior to identified work to adequately staff the upcoming work. During the scheduled meeting, the Field Engineering Inspector may add adjacent areas to be removed and replaced, as deemed appropriate. Repairs involve corrections to small areas that have been damaged by tree roots or constructing ramps to meet current ADA standards; removing existing 12-inch wide asphalt pavement along the gutters or ramps edge and replacing it for smooth surface, the replacement of the asphalt shall extend to 12-inches at each end of the removal for smooth finish surface

transition. Construction shall also include pedestrian ramps as identified in Attachment A and in the field.

Concrete items as listed above shall be constructed in accordance with Section 303-5 of the SSPWC, referenced San Diego Regional Standard Drawings, and as listed herein. Slab thickness and curb heights shall be as shown on the San Diego Regional Standard Drawings, and City of Escondido Design Standards and Standard Drawings. Sub-grade preparation compaction to 90 percent relative density shall conform to Section 301-1 of the SSPWC.

### **303-5.5.2 Curb**

The last sentence of the second paragraph shall be deleted in its entirety and REVISED to read: "The name of the Contractor and the year in which the improvement is constructed shall NOT be stamped in the completed work."

Payment for **Construct PCC Curb and Gutter** (6/8-inch Type 'G' PCC Curb and Gutter per SDRSD G-2), shall be made at the contract unit price bid, including transition sections where the curb face varies (such as at pedestrian ramps, at curb returns, at cross-gutters, driveways, and adjacent to curb inlets); and shall include all transportation, equipment, materials, labor and incidentals necessary to remove and dispose of existing damaged improvements plus a 12-inch wide pavement section along the removed gutter or ramps edge, prepare the sub-grade, furnishing and installing the concrete forms for the curb and gutter, furnishing and placing the concrete, finishing the concrete and placing standard scoring and expansion or weakened plane joints, protecting the concrete until cured, applying curing compound, removing the forms, replacing removed pavement, and backfilling the edges of the curb and gutter, for a complete installation of the curb and gutter in conformance to the plans, specifications and San Diego County Regional Standard Drawing G-2, and no additional payment shall be allowed therefore.

Payment for **Construct 7-inch Thick PCC Cross Gutter (RSD G-7)** bid item shall be at the contract unit bid price bid and shall include all transportation, equipment, materials, labor and incidentals necessary to remove and legally dispose of identified improvements plus a 12-inch wide pavement section along each edge of the cross gutter being removed, prepare the cross gutter sub-grade, furnishing and installing concrete forms, furnishing and placing the concrete, finishing the concrete, placing expansion or weakened plane joints, protecting the concrete until cured, applying curing compound, removing the forms, replacing removed pavement, and backfilling the edges of the cross gutter for a complete installation of the cross gutter in conformance to the San Diego County Regional Standard Drawing G-12, Attachment A and these specifications. No additional payment shall be allowed therefore.

Driveway aprons shall be replaced at the same width and alignment, unless otherwise directed by the Field Engineering Inspector. Driveway grades

indicated in the details may be adjusted to meet the existing field conditions at the time of construction, upon approval of the Field Engineering Inspector at no extra cost.

Sub-grade preparation and compaction to 90 percent relative density shall conform to Section 301-1 of the SSPWC.

Where a section of PCC private driveway is to be constructed beyond the driveway apron, 1/4" expansion joint filler material shall be installed at the back of the driveway apron at the Right-of-Way / Property line.

Note: All PCC driveway aprons and miscellaneous driveway concrete shall be constructed one half at a time to allow residents and businesses access to their properties where at all possible. Every effort must be made to provide safe, convenient parking to each residence while the new improvements are being constructed expeditiously.

Curb and gutter along the width of driveways is paid for under the curb and gutter bid item.

Payment for **Construct 5.5-inch Thick Concrete Driveway (SDRSD G-14B)** bid item shall be at the contract unit bid price per square foot and shall include all transportation, equipment, materials, labor and incidentals necessary to remove and legally dispose of identified improvements plus a 12-inch wide pavement section along the removed gutter edge, prepare the sub-grade, furnishing and installing the concrete forms, furnishing and placing the concrete, finishing the concrete, placing expansion or weakened plane joints, protecting the concrete until cured, applying curing compound, and removing the forms, replacing removed pavement, and backfilling the edges of the driveways, for complete Construction of the 5.5 Thick PCC Driveway in conformance to the San Diego County Regional Standard Drawing G-14B and these specifications, and no additional payment shall be allowed therefore.

**Article 10 of the General Conditions regarding increases/decreases of more than 25 percent shall not apply to the bid price indicated in the Bid Schedule for this line item, regardless of the increase or decrease in actual quantity relative to the quantity indicated in on the Bid Schedule. There will be no adjustment in the unit price payment made to the Contractor:**

Payment for **Construct PCC Curb Ramp** bid item shall be at the contract unit bid price per each regardless of the type installed. It shall be the Contractor's responsibility to remove existing improvements offsite and replace in kind with the appropriate type of ramp from those available in the San Diego Regional Standard Drawings, or Caltrans Standard Plan A88A if within the State's Right of Way. The Contractor shall verify with the Field Engineering Inspector that the

ramp type selected is acceptable prior to the start of the demo of the existing improvements. The price bid shall include the concrete areas, curb, gutter, and including furnishing and installing tactile detectable tile modules **colored COLONIAL RED and size 36" X 48"** as shown on the correct Standard, and per these specifications; and shall include all transportation, equipment, materials, labor and incidentals necessary to remove and legally dispose of identified improvements, prepare the curb ramp sub-grade, furnish and install the concrete forms for the ramp, furnish and place the concrete, placing expansion and weakened joints, installing tactile detectable tile modules, finish the concrete, protect the concrete until cured, apply curing compound, remove the forms and backfill the edges of the ramps for a complete Construction of the PCC Curb Ramp in conformance with applicable Standards, these specifications, and no additional payment shall be allowed therefore.

Removing existing 12-inch wide asphalt pavement along the gutters or ramps edge and replacing it for a smooth surface transition shall be paid for using Asphalt Concrete Pavement bid item entitled **“Type III, Class B2 or C2, PG 64-10 HMA Pavement”**.

**Article 10 of the General Conditions regarding increases/decreases of more than 25 percent shall not apply to the bid price indicated in the Bid Schedule for this line item, regardless of the increase or decrease in actual quantity relative to the quantity indicated in on the Bid Schedule. There will be no adjustment in the unit price payment made to the Contractor:**

Payment for all concrete work listed above shall also include minor excavation or fill, re-compaction of subgrade, removing and disposing of existing roots to depth of 12-inches below ground, and no additional compensation shall be allowed therefore.

All concrete repairs and improvements shall be completed prior to placement of adjacent asphalt concrete or application of pavement treatments (ARAM or Slurry).

## **29. CAST-IN-PLACE 36" X 48" TACTILE DETECTABLE WARNING TILE**

A. This Section specifies furnishing and installing cast-in-place tactile tile modules at all new pedestrian ramps.

### **B. QUALITY ASSURANCE**

1. Provide cast-in-place – replaceable tactile tiles (here on called "Tile") and accessories, colored Colonial Red, per Armor-Tile Company or approved equal. All provided tile shall be produced by a single manufacturer, matching the specified color.

2. Installer's Qualifications: Engage an experienced installer certified in writing by tactile manufacturer as qualified for installation, who has successfully completed 20 tile installations similar in material, design and extent to that indicated for Project.

3. Vitrified Polymer Composite (VPC) cast-in-place tiles shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. The tile shall incorporate an in-line dome pattern of truncated domes 0.2" in height, 0.9" diameter at the base and 0.4" diameter at top of dome spaced 2.35" nominal as measured on a diagonal and 1.70" nominal as measured side by side. For wheelchair safety, the field area shall consist of a non-slip surface with a minimum of 40 - 90° raised points 0.045" high, per square inch; "Armor-Tile" as manufactured by Engineered Plastics, Inc., Telephone 800-682-2525, or approved equal.

a. Dimensions:

The Assemblies shall be held within the following dimensions and tolerances:

Length and Width : As shown on Caltrans A88A (Case 'C')

Depth : 1.400" ± 5% max.

Face Thickness : 0.1875" ± 5% max.

Warpage of Edge : ± 0.5% max.

b. Water Absorption of Tile when tested by ASTM-D 570 not to exceed 0.35%.

c. Slip Resistance of Tile when tested by ASTM-C 1028 the combined wet/dry static co-efficient of friction not to be less than 0.90 on top of domes and field area.

d. Compressive Strength of tile when tested by ASTM-D 695-91 not to be less than 18,000 psi.

e. Tensile Strength of Tile when tested by ASTM-D 639-91 not to be less than 10,000 psi.

f. Flexural Strength of Tile when tested by ASTM – C293-94 not to be less than 24,000 psi.

g. Chemical Stain of Resistance of Tile when tested by ASTM-D 543-87 to withstand without discoloration or staining – 1% hydrochloric acid, urine, calcium chloride, stamp pad ink, gum and red aerosol paint.

- h. Abrasive Wear of Tile when tested by BYK – Gardner Tester ASTM-D 2486\* with reciprocating linear motion of  $37 \pm$  cycles per minute over a 10" travel. The abrasive medium, a 40 grit Norton Metallite sand paper, to be fixed and leveled to a holder. The combined mass of the sled, weight and wood block to be 3.2 lb. Average wear depth shall not exceed 0.030 after 1000 abrasion cycles measured on the top surface of the dome representing the average of three measurement locations per sample.
  - i. Fire Resistance: When tested to ASTM E84 flame spread be less than 25.
  - j. Gardner Impact to Geometry, "GE" of the standard when tested by ASTM-D 5420-93 to have a mean failure energy expressed as a function of specimen thickness of not less than 450 in. 1bf/in. A failure is noted if a hairline fracture is visible in the specimen.
  - k. Accelerated Weathering of Tile when tested by ASTM-G26-95 for 2000 hours shall exhibit the following result – no deterioration, fading or chalking of surface of tile.
4. Vitrified Polymer Composite (VPC) Cast-in-Place Tiles embedded in concrete shall meet or exceed the following test criteria:
- a. Accelerated Aging and Freeze Thaw Test of Tile when tested to ASTM-D 1037 shall show no evidence of cracking, delamination, warpage, checking, blistering, color change, loosening tiles or other defects.
  - b. Salt and Spray Performance of Tile and Adhesive System when tested to ASTM-B 117 not to show any deterioration or other defects after 100 hours of exposure.

#### C. DELIVERY, STORAGE AND HANDLING

- 1. Tiles shall be suitably packaged or crated to prevent damage in shipment or handling. Finished surfaces shall be protected by sturdy wrappings and tile type shall be identified by part number.

#### D. SITE CONDITIONS

- 1. Environmental Conditions and Protection: Maintain minimum temperature of 40 degrees F in spaces to receive tactile tiles for at least 48 hours prior to installation, during installation and for not less than 48 hours after installation. Store tactile tile material in spaces where they will be installed for at least 48

hours before beginning installation. Subsequently, maintain minimum temperature of 40 degrees F in areas where work is completed.

#### E. GUARANTEE

1. Cast-in-place tactile tiles shall be guaranteed in writing for a period of five years from date of filing the project's Notice of Completion. The guarantee must include defective work, breakage, deformation and loosening of tiles.

#### F. MANUFACTURERS

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:

2. The Vitrified Polymer Composite (VPC) Cast-in-Place Tactile Tile specified is based on Armor-Tile manufactured by Engineered Plastics, Inc., (800-682-2525). Existing engineered and field tested products which are subject to compliance with requirements may be incorporated in the work and shall meet or exceed the specified test criteria and characteristics.

#### G. EXECUTION

##### 1. INSTALLATION

a. The concrete pouring and finishing operations require typical mason's tools, however, a 4' long level with electronic slope readout, 25 lb. weights, vibrator and small sledge hammer with 2" x 6" x 20" wood tamping plate are specific to the cast-in-place system.

b. The concrete shall be poured and finished, true and smooth to the required dimensions and slope prior to tile placement. Immediately after finishing the concrete, the electronic level shall be used to check that the required slope is achieved. The tile shall be placed true and square to the curb edge in accordance with the contract drawings. The cast-in-place tiles shall be tamped or vibrated into the fresh concrete to ensure that the field level of tile is flush to the adjacent concrete surface. The contract drawings indicate that the tile field level (base of truncated dome) is flush to adjacent surfaces to permit proper water drainage and eliminate tripping hazards between adjacent finishes. The tolerance for elevation differences between tile and adjacent surface is 1/16".

c. Immediately after tile placement, the tile elevation is to be checked to adjacent concrete. The tile elevation and slope should be set consistent with contract drawings to permit water drainage to curb as the design dictates.

- d. While concrete is workable, a steel trowel shall be used to trowel the concrete around the tile perimeter to the field level of the tile.
- e. During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, leaning or external forces placed on the tile to rock the tile, causing a void between the underside of tile and concrete.
- f. Following the placement, 2 suitable weights of 25 lb each shall be placed on each tile as necessary to ensure solid contact of tile underside of concrete.
- g. Following the curing of the concrete, the protective plastic wrap is to be removed from the tile face by cutting the plastic with a sharp knife tight to the concrete/tile interface. If concrete bleeding occurs, a wire brush shall be used to clean the residue without damage to the tile surface.

Payment for installation of Tactile Detectable Warning Tiles shall be included in the contract unit price bid for various items requiring the use and installation of this item, and no additional payment shall be allowed therefore.

### **30. STREET TREES**

Street trees shall be removed in locations identified within Attachments, and/or as identified by the Field Engineering Inspector.

In locations where trees are being removed the Contractor shall remove all roots over 3" in diameter within parkway areas, and under damaged improvements (curb and gutter, sidewalk, pavement) being replaced because of root damage. Removal of identified trees shall be paid based on trunk thickness three feet (3') from grade as specified in the bid items, and shall include removal of all specified organic materials for the width of the parkway, five feet in each direction parallel to the curb, and three feet in depth from the ground surface.

In areas where existing improvements are being replaced because of damage caused by tree roots, etc., the Contractor is directed to the Special Provision Sections for Unclassified Excavation and Unclassified Fill, for removal requirements in preparation of installation of new improvements.

Payment for **Removing Small / Medium / Large Trees** shall be made at the respective contract unit price bid, and shall include all equipment, materials and labor for complete removal and disposal of identified trees, roots, protection or repair of damaged irrigation, etc.

Payment for removal of street improvements associated with damage caused by tree roots, etc., shall be paid for under the various improvement items of the Special Provisions.

Street trees shall be planted per details provided in project attachments, other referenced literature, and per these contract documents. Where conflicts are encountered, these specifications shall govern. Root barriers shall be furnished and installed per these specifications. The Contractor shall furnish and install all soil amendments, fertilizer tablets, and required materials for a complete installation.

**The City will provide the awarded Contractor copies of previously completed agreements with homeowners having a tree removed and replaced. The agreement will also include the type of tree the homeowner wants re-planted. It is the Contractor's responsibility, prior to marking and removing trees, to coordinate and meet with affected homeowners to determine a location to plant the replacement tree. A Field Engineering representative shall be included and present at the initial meeting with each homeowner. Trees shall be located to maintain a 10-foot clearance from existing driveway aprons, existing water and sewer services, and be placed on private property if possible. No tree shall be planted without homeowner approval of the location.**

Root barriers shall be furnished and installed for each new tree planted. There are also a few locations where root barriers are being added and a tree is not being replaced. All root barriers shall be a 36-inch deep HDPE root barrier or approved equal root guard, and installed per the manufacturer specifications. Barriers shall be centered on the new tree, and placed per the specified tree detail. The exact shape shall be adjusted in the field to adjust for conflicts, etc., to the satisfaction of the Field Engineering Inspector at no additional cost.

Upon completion of tree removal/tree planting/root barrier installation, the Contractor shall return parkway or private areas disturbed to their original condition or better, repairing damaged irrigation systems, and replanting areas to match pre-work conditions. If no planting was existing, none shall be returned. Soil of restored areas shall be brought flush with adjacent ground, or within 1" of adjacent street and sidewalk improvements. Any planting replaced shall be maintained by the Contractor as part of the Plant Establishment Period as discussed herein.

The City of Escondido shall inspect all trees that the Contractor has purchased for this project prior to installation. Any trees found to be diseased or not otherwise acceptable by the City shall be replaced by the Contractor at no additional cost to the City.

**15 gallon tree options made available to homeowners for use in this project are:**

1. Dwarf Magnolia, Magnolia Grandi;
2. Eastern Redbud, Cercis Occident;
3. Fern Pine, Afrocarpus gracilior;

4. Flowering Desert Willow, *Chilopsis linearis*;
5. Palo Verde, *Cercidium Microphyllum*;
6. Tea Tree Dark Shadow, *Leptospermum Dark Shadow*

### **212-1 Landscape Materials**

212-1.1.1 General -Delete this item in its entirety, and replace it with the following: "Topsoil shall be Class "C", and transported from the source to its final position on-site unless stockpiling is approved in writing by the Field Engineering Inspector.

**Planting Backfill** shall be accurately measured and thoroughly mixed, consisting of the following:

Soil from Plant Pit 2 parts

Organic Soil Amendment 1 part

Iron Sulfate 1 lb. per cubic yard of mix

Gypsum 15 lbs. per cubic yard of mix

Pre-Plant Fertilizer 5 lbs. per cubic yard of mix

Soil Sulfur 1 lb. per cubic yard of mix

Under Section 212-1.2 -Soil Fertilizing and Conditioning Materials. (Modify 212-1.2.3 Commercial Fertilizer and add the following new Sections)

**Pre-Plant Fertilizer.** Pre-Plant Fertilizer shall be a controlled release type having a 1-10-10 CRF formula. The fertilizer shall be a commercial grade granular, "pre-plant" fertilizer with one-half of the contained nitrogen readily available for initial feeding. The remaining half of the nitrogen and all of the contained potash shall be derived from non-leaching, coated, controlled release elements for sustained feeding of four to six months, in a slowly soluble, non-burning form. The fertilizer shall have the following guaranteed analysis:

Nitrogen 1% Minimum

Phosphoric Acid 10% Minimum

Potash 10% Minimum

Soil Sulfur. Soil Sulfur shall be 98% elemental sulfur.

Gypsum. Gypsum shall be commercially packaged gypsum with the active ingredient (calcium sulfate) at 95% minimum by volume.

Iron Sulfate. Iron sulfate shall be a long lasting pelleted, uniform in composition, suitable for application with approved equipment. It shall contain the following minimum available percentages by weight:

Nitrogen	1%
Iron	12%
Zinc	1%
Total Combined Sulfur	17%
Sulfate Sulfur	7%
Calcium	3%
Magnesium	1.5%
Cobalt	.004%
Copper	.06%

Warning: Some fertilizers contain cleated iron which has caused staining of concrete surfaces in other projects. The Contractor shall be responsible for cleaning such fertilizers from concrete after application or removing all iron stains from concrete by sandblasting at no additional costs.

5 Post-Plant Fertilizer shall be a commercial fertilizer planting tablets having a 20-10-5 formula with the following guaranteed analysis:

Nitrogen	20%
Phosphoric Acid	10%
Potash	5%

**212-1.2.4 Organic Soil Amendment** –Delete the first sentence in its entirety, and REVISE to read:

“Organic soil amendment shall be Type 1 as described herein. “

**212-1.2.5 Mulch** –At the end of the section ADD the following:

“Mulch for the trees shall be Type 5 (Fir Bark Chips), graded to acorn size (1/2-inch to 1 1/4-inch), clean and free of debris, weeds, or seeds. Contractor shall submit 1/3 cubic foot sample for approval. Contractor shall add 3-inch thick mulch 24-inches radius around the tree to the satisfaction of the Field Engineering Inspector. The mulch may be waived depending on field conditions such as lawn areas.”

**212-1.4.2 Trees** -At the end of the section ADD the following:

"The Field Engineering Inspector or other assigned City representative shall be the sole judge as to acceptability of each plant. Trees which are even moderately "overgrown" or substandard or are showing signs of decline or lack of vigor are subject to rejection. The size of the plants shall correspond with that normally expected for species and variety of commercially available nursery stock, or as specified in the special conditions or Plans. Trees larger in size than specified may be used upon written approval of the Field Engineering Inspector, at no additional cost to the City. If the use of larger trees is approved, the ball of earth and spread or roots for each plant shall be increased proportionately.

All trees not conforming to the requirements herein specified shall be considered defective, and such trees whether in place or not, shall be marked as rejected and immediately removed from the site and replaced with new trees by the Contractor at their sole expense.

Upon request of a resident, the Field Engineering Inspector reserves the right to change the type tree to be furnished, prior to planting the tree. Should such a request be made prior to delivery of the locations tree, no additional compensation shall be due the Contractor. Should such a request happen after delivery of the tree, the Contractor shall provide costs for replacing the tree to the Field Engineering Inspector for approval.

Under Section Headers, Stakes and Ties refer to Section 212-1.5.3 Tree Stakes of the SSPWC. Tree stakes shall be 2-inches nominal size diameter lodge pole pine post, 10-feet in length and held in place by split plastic hose ties to be "Cinch Tie" by V.I.T. or equal. Stake and guy trees as indicated in Attachment details.

**308-6 Maintenance and Plant Establishment** (Delete paragraph five in its entirety and replace with the following):

After planting is completed and acceptable to the City, the Field Engineering Inspector will notify the Contractor and establish the effective beginning date of the plant establishment period. The plant establishment period shall extend for the duration of the project or for a period of ninety calendar days, whichever is greater. It shall be extended by the Field Engineering Inspector if planted trees are improperly maintained, planted items are stressed or otherwise determined to be unhealthy by the City, and/or other corrective work becomes necessary. Sixty days after start of the Plant Establishment Period, each tree shall be trimmed/laced.

**308-7 Guarantee**

Delete this item in its entirety, and replace with the following: The Contractor shall guarantee all trees for the period extending from installation through completion of the Plant Establishment Period, as outlined above. If during this period the City deems a project tree unhealthy, they will contact the Contractor,

and they shall take all necessary measures to bring the tree back to health for a minimum of ninety days. These continued responsibilities include watering, additional fertilizing and protection from the elements. Any tree that still appears unhealthy and/or has not survived at the end of this extended period, as determined by the City, shall be replaced at the sole expense of the Contractor. The Contractor will then be required to maintain the newly planted tree for an additional ninety calendar days at its sole expense. The replacement tree will again be evaluated at the end of the ninety calendar day period. If acceptable, the Contractor has fulfilled their responsibility. If not, the process as outlined in this section shall recommence until a tree is accepted by the City, at the sole expense of the Contractor.

One week prior to completion of the Plant Establishment Period, the Contractor shall prepare door knocker notifications to notify residents and tenants that maintenance of the new trees is ending, and that ongoing maintenance shall be completed by the resident. The notification shall include the date Contractor maintenance will end and resident maintenance shall begin, the benefits of proper maintenance, the benefits of neighborhood trees, and recommended watering requirements. The Contractor shall submit a draft notice for Field Engineering Inspector approval prior to distribution to residents.

Payment for **Furnishing and Planting 15-Gallon Street Tree** shall be made at the contract unit price bid, and shall include furnishing the tree, all equipment and other required materials, excavation, planting, root barrier installation, applying fertilizer, mulch for the tree, adding a bubbler from existing irrigation, watering and all incidental materials and labor necessary for the complete planting in place, and all labor and materials to maintain the trees through-out the Plant Establishment and Guarantee Periods, meeting and coordinating with property owners, door knocker notifications, restoring disturbed areas as required, and no additional compensation shall be allowed therefore.

Payment for **Furnishing and Installing Root Barrier ONLY** shall be at the contract unit price bid, and shall include furnishing root barrier and all incidental materials needed for installation, root pruning affected trees at minimum two feet (2') from installed root barrier, excavation, equipment and labor necessary for the complete installation of the root barrier system, restoring disturbed areas as required, and no additional compensation shall be allowed therefore.

**Article 10 of the General Conditions regarding increases/decreases of more than 25 percent shall not apply to the bid price indicated in the Bid Schedule for this line item, regardless of the increase or decrease in actual quantity relative to the quantity indicated in on the Bid Schedule. There will be no adjustment in the unit price payment made to the Contractor:**

### **31. TRAFFIC DETECTION SYSTEMS**

#### **A. DESCRIPTION OF WORK**

The work covered under this Section is described as: furnishing and installing, modifying, and/or salvaging inductive loop detectors and appurtenant equipment at traffic signals, and furnishing and installing roadway marking (including raised pavement markers), conduit, pull boxes, and video detection, as shown on the Plans or Attachment A, and conforming to the provisions in

- (a.) Section 86, "SIGNALS, LIGHTING, AND ELECTRICAL SYSTEMS";
- (b.) Section 84, "TRAFFIC STRIPES AND PAVEMENT MARKINGS";
- (c.) Section 85, "PAVEMENT MARKERS";
- (d.) Section 15, "EXISTING HIGHWAY FACILITIES";

of the Caltrans Standard Specifications and these Special Provisions.

Article 10 of the General Conditions regarding increases/decreases of more than 25 percent shall not apply to the bid price indicated in the Bid Schedule for this line item, regardless of the increase or decrease in actual quantity relative to the quantity indicated in on the Bid Schedule. There will be no adjustment in the unit price payment made to the Contractor.

## **B. EQUIPMENT LIST AND DRAWINGS**

Equipment list and drawings of electrical equipment and material shall conform to the provisions in Section 86-1.04, "EQUIPMENT LIST AND DRAWINGS," of the Caltrans Standard Specifications and these Special Provisions.

The Contractor shall furnish a maintenance manual and operation manuals for all video detection equipment and vehicle detector sensor units which are to be supplied as a part of this contract. The maintenance manual and operations manual may be combined into one manual. The maintenance manual or combined maintenance and operations manual shall be submitted prior to the time the equipment is to be installed in existing controller assemblies or, if ordered by the Engineer, prior to purchase. The maintenance manual shall include, but need not be limited to, the following items:

- A. Specifications
- B. Design Characteristics
- C. General Operation Theory
- D. Function of all Controls
- E. Troubleshooting Procedure (diagnostic routine)
- F. Block Circuit Diagram

G. Geographical Layout of Components

H. Schematic Diagrams

I. List of Replaceable Component Parts with Stock Numbers

Full compensation for compliance with these "Equipment List and Drawings" Special Provisions shall be considered to be included in the contract unit price paid for the items of work affected thereby, and no additional compensation will be allowed therefore.

### **C. SCHEDULING OF WORK**

Scheduling of work shall conform to the provisions in Section 86-1.07, "SCHEDULING OF WORK," of the Caltrans Standard Specifications and these Special Provisions.

The replacement of inductive loop detectors and roadway markings shall be coordinated with other work to minimize the downtime of the existing traffic signals or intersection control devices.

Video detection cameras shall be installed prior to removal of affected loop detectors.

The Contractor shall schedule work to accommodate those special events and holidays noted in these Special Provisions or specified by the Field Engineering Inspector at the preconstruction conference.

Any restrictions upon closure of driveways listed elsewhere in these Special Provisions shall also apply to all phases of furnishing, installing, and/or modifying inductive loop detectors and roadway markings. Said restrictions shall have same force and effect as though fully restated herein.

Within 14 calendar days of the signing of the Public Improvement Agreement, the Contractor shall supply written proof that all traffic signal related equipment which is to be supplied as a part of this contract has in fact been ordered. Failure of the Contractor to order said equipment within said time frame will not serve to increase the number of working days in the contract.

The Contractor is referred the Section entitled "Construction/Project Schedule" for additional scheduling information.

Full compensation for compliance with these "Scheduling of Work" Special Provisions shall be considered to be included in the contract unit and / or lump sum prices paid for the items of work affected thereby, and no additional compensation will be allowed therefore.

## **D. TESTING**

Testing shall conform to the provisions in Section 86-2.14, "TESTING," of the Caltrans Standard Specifications and these Special Provisions.

All sentences in the Caltrans Standard Specifications which refer to "State Testing" of traffic signal control equipment shall be deemed to refer to testing by the City.

Section 86-2.14B, "FIELD TESTING," is amended to include:

Except for inductive loop detector circuits, the insulation resistance shall not be less than 50 megohms on each signal and lighting circuit.

Full compensation for compliance with these "Testing" Special Provisions shall be considered to be included in the contract unit price paid for the items of work affected thereby, and no additional compensation will be allowed therefore.

## **E. INDUCTIVE LOOP DETECTORS**

Loop detectors shall conform to the requirements in "Traffic Signal Control Equipment Specifications" issued by the State of California Department of Transportation and all addenda thereto current at the time of project advertising, the provisions of Section 86-5.01, "VEHICLE DETECTORS" and these Special Provisions.

All inductive loop detectors shall be Type E, 6 ft. in diameter. Inductive loop detectors which are adjacent to limit lines shall have four (4) windings of loop wire each.

Loop wires shall be Type 2.

Loop detector lead-in cable shall be Type B.

Inductive loop detector sensor units shall be of the two channel type, manufactured by either the I.C.C. Company or the E.D.I. Company.

Loop detector sealant shall be Hot-Melt Rubberized Asphalt Sealant.

Bicycle detector loops shall be 3-foot by 6-foot Type Q, unless shown / sized otherwise on the Plans. Contractor shall have the option of installing two 3' diameter circular loops in lieu of each 3'x6' Type Q (bicycle) detector loop shown on the plans, at no extra cost to the City. Both 3' diameter loops shall be connected to the same DLC at the pull box. The loops shall be separated by 4' in lieu of typical 10' spacing. Each loop shall have four windings.

## E.1 INDUCTIVE LOOP DETECTOR INSTALLATION, PAYMENT

Loop detector installation shall conform to the provisions in Section 86-5.01A(5), "INSTALLATION DETAILS," of the Caltrans Standard Specifications and these Special Provisions.

Prior to loop detector mark-out, Contractor shall insure that all utility covers (manhole lids, gate valve covers, etc.) have been raised to finish grade, and that all final paving and asphalt repair have been completed.

All loop detector locations shall be considered approximate. Detector loop saw slots shall be laid out and painted on the roadway by Contractor. Obtain approval of the Engineer prior to saw-cutting. The additional length of loop wire between loop and lead-in cable shall be twisted together into a pair (at least 2 turns per foot) before being placed in the slot and conduit to termination pull box.

Where sawed slots cross two different types of pavement material or a concrete- or slurry-backfilled conduit trench (see Sec. D-06) or two different panels of P.C.C. pavement, a 3/4-inch PVC pipe shall be installed across the joint, as shown in "Curb Termination Details Type B" on Caltrans Standard Plan ES-5E, to contain the loop conductors and act as an expansion / deflection fitting.

Splices in loop detector circuits shall not be allowed.

Payment for furnishing and installing all inductive loop detectors shown in Attachment A or specified herein shall be at the Contract unit price bid for Bid Item, **Furnish & Install Induction Vehicle Detection Loops, Type E** per Caltrans Standard Plan ES-5B per each, and shall be considered to include full compensation for all tools, equipment, materials, labor, and incidentals required for this work, including connection to existing detector lead-in cable and including furnishing and installing detector lead-in cable between inductive loop detectors and existing controllers. No additional compensation will be allowed therefore.

## F. VIDEO DETECTION

Detection of vehicles on certain approaches to intersections in the work area shall be accomplished by a modular (single-camera), rack-mounted video detection system. At locations listed in Attachment A, the Contractor shall furnish and install video detection systems and appurtenances therefore conforming to the following requirements:

### 1. General

This specification sets forth the minimum requirements for a system that detects vehicles on a roadway using only video images of vehicle traffic.

1.1 System Hardware

The video detection system shall consist of one video camera, a video detection processor (VDP) which mounts in a standard detector rack, and a detector rack mounted extension module (EM). All system hardware assembly shall be performed in the United States.

1.2 System Software

The system shall include software that detects vehicles in multiple lanes using only the video image. Detection zones shall be defined using only a video menu and a pointing device to place the zones on a video image. Up to 24 detection zones per camera shall be available.

**2. Functional Capabilities**

- 2.1 The VDP shall process video from one source. The source can be a video camera or video tape player. The video shall be input to the VDP in RS170 format and shall be digitized and analyzed in real time.
- 2.2 The VDP shall detect the presence of vehicles in up to 24 detection zones per camera. A detection zone shall be approximately the width and length of one car.
- 2.3 Detector zones shall be programmed via a menu displayed on a video monitor and a pointing device (a three button mouse) connected to the VDP. The menu shall facilitate placement of the detection zones. A separate computer shall not be required for programming detection zones.
- 2.4 The VDP shall store up to three different detector zone patterns. The VDP can switch to any one of the three different detector patterns within 1 second of user request via menu selection with the pointing device.
- 2.5 The VDP shall detect vehicles in real time as they travel across each detector zone.
- 2.6 The VDP shall have an RS232 port for communications with an external computer.
- 2.7 The VDP shall accept new detector patterns from an external computer through the RS-232 port.
- 2.8 The VDP shall send its detector patterns to an external computer through the RS-232 port when requested.

- 2.9 The extension module (EM) shall be available to avoid the need to rewire the detector rack, by enabling the user to plug an extension module into the appropriate slot in the detector rack. The extension module shall be connected to the VDP by a 10 wire cable with modular connectors, and shall output contact closures in accordance with user selectable channel assignments.

### **3. Vehicle Detection**

- 3.1 A minimum of 24 detection zones shall be supported and each detection zone can be sized to suit the site and the desired vehicle detection region.
- 3.2 A single detection zone shall be capable to replace multiple loops and detection zone may be ANDed or ORed together to indicate vehicle presence on a single phase of traffic movement.
- 3.3 Placement of detection zones shall be done by using only a pointing device and a graphical interface built into the VDP to draw the detection zones on the video image from each video camera.
- 3.4 Up to 3 detection zone patterns shall be saved within the VDP memory and this memory shall prevent loss during power outages.
- 3.5 The selection of the detection zone pattern for current use shall be done through a menu. It shall be possible to activate a detection zone pattern for a camera from VDP memory and have that detection zone pattern displayed within 1 second of activation.
- 3.6 When a vehicle is detected crossing a detection zone, the detection zone will flash a symbol on the screen to confirm the detection of the vehicle.
- 3.7 Detection shall be at least 98% accurate in good weather conditions and at least 96% accurate under adverse weather conditions (rain, snow, or fog). Detection accuracy is dependent upon site geometry, camera placement, camera quality and detection zone location, and these accuracy levels do not include allowances for occlusion or poor video due to camera location or quality.
- 3.8 Detector placement shall not be more distant from the camera than a distance of ten times the mounting height of the camera.
- 3.9 The VDP shall provide up to 8 channels of vehicle presence detection through a standard detector rack edge connector and one or more extension modules.

- 3.10 The VDP shall provide DZR to enable normal detector operation of existing zones except the one being added or modified during the setup process. The VDP shall output a constant call on any detection channel corresponding to a zone being modified.

#### **4. VDP and EM Hardware**

- 4.1 The VDP and extension module shall be specifically designed to mount in a standard detector rack, using the edge connector to obtain power and provide contact closure outputs. No adapters shall be required to mount the VDP in a standard detector rack. No detector rack rewiring shall be required.
- 4.2 The VDP and extension module shall operate satisfactorily in a temperature range from -34C to +60C and a humidity range from 0%RH to 95%RH, non-condensing.
- 4.3 The VDP and extension module shall be powered by 24 volts dc.
- 4.4 VDP power consumption shall not exceed 450 milliamps. The EM power consumption shall not exceed 100 milliamps.
- 4.5 The VDP shall include an RS232 port for serial communications with a remote computer. This port shall be a "D" subminiature connector on the front of the VDP.
- 4.6 The VDP shall utilize flash memory technology to enable the loading of modified or enhanced software through the RS232 port and without modifying the VDP hardware.
- 4.7 The VDP and extension module shall include detector output pin out compatibility with industry standard detector racks.
- 4.8 The front of the VDP shall include detection indications for each channel of detection that display detector outputs in real time when the system is operational.
- 4.9 The front of the VDP shall include one BNC video input connection suitable for RS170 video inputs. The video input shall include a switch selectable 75 ohm or high impedance termination to allow camera video to be routed to other devices, as well as input to the VDP for vehicle detection.
- 4.10 The front of the VDP shall include one BNC video output providing real time video output which can be routed to other devices.

## 5. Camera

- 5.1 The video camera used for traffic detection shall be furnished by the VDP supplier and shall be qualified by the supplier to ensure proper video detection system operation.
- 5.2 The camera shall produce a useable video image of the bodies of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from night time to day time, but not less than the range 0.5 lux to 10,000 lux.
- 5.3 The camera shall use a CCD sensing element and shall output monochrome video with resolution of not less than 350 lines vertical and 380 lines horizontal.
- 5.4 The camera shall include auto-iris control or automatic electronic shutter control based upon average scene luminance.
- 5.5 The camera shall include a variable focal length lens with variable focus and zoom that can be adjusted, without opening up the camera housing, to suit the site geometry.
- 5.6 The camera electronics shall include AGC to produce a satisfactory image at night.
- 5.7 The camera shall be housed in an environmentally sealed enclosure.
- 5.8 The camera enclosure shall be equipped with a sun shield that prevents sunlight from directly entering the lens. The sunshield shall include a provision for water diversion to prevent water from flowing in the cameras field of view. The camera enclosure with sunshield shall be less than 6" diameter, less than 26" long, and shall weigh less than 12 pounds when the camera and lens are mounted inside the enclosure.
- 5.9 The camera enclosure shall include a thermostatically controlled heater to assure proper operation of the lens iris at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure.
- 5.10 When mounted outdoors in the enclosure, the camera shall operate satisfactorily in a temperature range from -34°C to +60°C and a humidity range from 0% RH to 100% RH.

- 5.11 The camera shall be powered by 120 VAC 60 Hz. Power consumption shall be less than 40 watts under all conditions.
- 5.12 Recommended camera placement shall be 33 feet (or 10 meters) above the roadway, and over the traveled way on which vehicles are to be detected. The camera shall view approaching vehicles at a distance not to exceed 350 feet for reliable detection.
- 5.13 The camera enclosure shall be equipped with separate, weather-tight connections for power and video cables at the rear of the enclosure to allow diagnostic testing and viewing of video at the camera while the camera is installed on a mast arm or pole. Video and power shall not be connected with the same connector.
- 5.14 The video signal output by the camera shall be in RS170 format.
- 5.15 The video signal shall be fully isolated from the camera enclosure and power cabling.

## **6. Installation**

- 6.1 Coaxial cable for transmission of video signals shall be Belden #8281 or equivalent. This cable shall be suitable for installation in conduit or overhead with appropriate span wire. BNC plug connectors should be used at both the Camera and Cabinet ends. The coaxial cable, BNC connector and crimping tool shall be approved by the supplier of the video detection system and the manufacturer's instructions must be followed to ensure proper connection.
- 6.2 The power cabling shall be 16 AWG three conductor cable. The cabling shall comply with the National Electric Code, as well as local electrical codes.
- 6.3 The video detection system shall be installed as recommended by the supplier and as documented in installation materials provided by the supplier. NOTE: The Contractor shall arrange to have a representative of the video detection manufacturer present during camera mounting.

## **7. Warranty**

- 7.1 The video detection system shall be warranted to be free of defects in material and workmanship for a period of two years from date of shipment from the supplier's facility. During the warranty period, the supplier shall repair with new materials, or replace at no charge, any product containing a warranty defect provided the product is returned FOB to the supplier's factory or authorized repair site.

Product repaired or replaced under warranty by the supplier will be returned with transportation prepaid. This warranty does not apply to products damaged by accident, misuse, abuse, improper operation, service by unauthorized personnel, or unauthorized modification.

- 7.2 The foregoing warranties are expressly made in lieu of all warranties expressed or implied and are the sole remedy of customers.
- 7.3 During the warranty period, technical support shall be available from the supplier via telephone within 4 hours of the time a call is made by a user, and this support shall be available from factory certified personnel or factory-certified installers.
- 7.4 During the warranty period, updates to VDP software shall be available from the supplier without charge.

## **8. Maintenance and Support**

- 8.1 The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the video detection system. These parts shall be available for delivery within 30 days of placement of an acceptable order at the supplier's then current pricing and terms of sale for said parts.
- 8.2 The supplier shall maintain an ongoing program of technical support for the video detection system. This technical support shall be available via telephone, or via personnel sent to the installation site upon placement of an acceptable order at the supplier's then current pricing and terms of sale for onsite technical support services.
- 8.3 Installation or training support shall be provided by a factory authorized representative.
- 8.4 All product documentation shall be written in the English language.

## **G. Payment**

Payment for **Furnishing and Installing Vehicle Detection Cameras w/Infrastructure** shall be made at the contract unit price bid, and shall include furnishing all materials, equipment and labor for the installation per camera at a signalized intersection. Work shall include furnishing the camera, wire, conduit, mounting equipment, mounting the camera, running wire, connections to the controller and the existing or new screen, testing and implementation of the system once installed to ensure proper function. No additional payment shall be made therefore.

Payment for **Furnishing and Installing Video Detection Camera Monitors** shall be made and contract unit price bid, and shall include furnishing and installing a monitor at locations identified by the City, including furnishing all incidental materials, equipment and labor for the complete installation of the monitor, ensuring its proper operation, and no additional compensation shall be allowed therefore.

Payment for **Furnishing and Installing Video Detection Camera Extension Rods** shall be made and contract unit price bid, and shall include furnishing and installing an extension rod at locations identified by the City, including furnishing all incidental materials, equipment and labor for the complete installation of the extension rod, and no additional compensation shall be allowed therefore.

**END OF SPECIAL PROVISIONS**

**APPENDIX A**  
**Recycling Requirements**

INTENTIONALLY LEFT BLANK

**APPENDIX B**

**Cal Recycle 739TRP Form**

INTENTIONALLY LEFT BLANK

**APPENDIX C**

**Storm Water Inspection Form for Construction Activities**

INTENTIONALLY LEFT BLANK

**APPENDIX D**

**City of Escondido Encroachment Permit Application**

INTENTIONALLY LEFT BLANK

**APPENDIX E**

**Escrow Agreement for  
Security Deposits in Lieu of Retention Form**

INTENTIONALLY LEFT BLANK

**ATTACHMENT A**

**Street Lists – Rehabilitation and Treatments**

INTENTIONALLY LEFT BLANK

**ATTACHMENT B**

**Signing & Striping Plans - Typical Sections**

INTENTIONALLY LEFT BLANK

**ATTACHMENT C**

**Striping and Marking Quantities**

INTENTIONALLY LEFT BLANK

**ATTACHMENT D**

**Project Details**

INTENTIONALLY LEFT BLANK

**ATTACHMENT E**

**Project Information Sign**

INTENTIONALLY LEFT BLANK

**ATTACHMENT F**

**Sample Construction Schedule**

INTENTIONALLY LEFT BLANK

**ATTACHMENT G**

**Street Tree Removal and Replacement List**

INTENTIONALLY LEFT BLANK

**ATTACHMENT H**

**Video Detection Components**

INTENTIONALLY LEFT BLANK

**ATTACHMENT I**  
**ARAMID FIBER SPECIFICATIONS**

**APPENDIX A**

**Recycling Requirements**

INTENTIONALLY LEFT BLANK

## Recycling Requirements

The Escondido Municipal Code includes provisions for mandatory recycling of various waste streams. Chapter 14, section 14-64 defines "Industrial Recyclables" as recyclables from industry/construction waste streams to include dirt, asphalt, sand, land clearing brush, concrete, and rock. These items are also listed in Resolution 94-334 Designation of Mandatory Recyclable Materials.

In addition to the materials listed above, contractors are encouraged to recycle as much waste as feasible from new construction and demolition projects. Steel scrap, copper, and cardboard are typically high-yield recyclables, while markets vary for items such as drywall and roofing tile.

Escondido's exclusive franchised hauler for residential, commercial, and industrial generators within Escondido, Escondido Disposal, will assist contractors in identifying recycling resources in addition to providing for the collection and transporting of such materials. To establish service for your project, please call Escondido Disposal at 760-745-3203. Escondido Disposal is located at 1044 W. Washington Avenue in Escondido.

There are various agencies that assist with the identification of recycling opportunities. Some of these agencies include:

### **City of Escondido Recycling Division**

760-839-4342

### **CalRecycle**

[www.calrecycle.ca.gov](http://www.calrecycle.ca.gov)

- o Green Building (state website with comprehensive information about construction and demolition recycling)  
[www.calrecycle.ca.gov/greenbuilding](http://www.calrecycle.ca.gov/greenbuilding)  
916-341-6489

### **CalMax**

Free online materials-exchange service operated by CalRecycle

916-341-6199

[www.calmax.org](http://www.calmax.org)

**APPENDIX B**

**CalRecycle739TRP**

INTENTIONALLY LEFT BLANK

STATE OF CALIFORNIA  
Department of Resources Recycling and Recovery (CalRecycle)  
CALRECYCLE 739-TRP (8/13)

<b>Grantee Name</b>	
<b>Grant Number:</b>	

## Rubberized Pavement Certification

The Rubberized Pavement Certification form must be submitted with the payment request form(s). By signing this form, the signator certifies, under penalty of perjury, that the information provided below by the rubberized pavement (RP) manufacturer, binder supplier or contractor is true and accurate.

**Grantee:** Request completion of this form by each RP manufacturer, binder supplier or contractor. Review form for completeness and submit form to CalRecycle with payment request form(s). Retain supporting documentation that only California-generated waste tires were used for this grant project.

**RP manufacturer, binder supplier or contractor:** See instructions on the next page, complete and submit form to Grantee.

RP MANUFACTURER, BINDER SUPPLIER OR CONTRACTOR NAME:	EMAIL:	
CONTACT NAME:	PHONE:	FAX:
ADDRESS:	WEBSITE:	

**SUPPORTING DOCUMENTATION REQUIREMENT**

CERTIFICATE OF ORIGIN OR ACCEPTABLE SUPPORTING DOCUMENTATION ATTACHED (SEE FOOTNOTES ON NEXT PAGE)

Product Description Choose either Crumb Rubber or Crumb Rubber Modifier	Manufacturer Name	Quantity (lbs.)	/ (divided)	Passenger Tire Equivalent (PTE)	=	Number of PTE's Diverted
Crumb Rubber	<i>EXAMPLE</i>	25,000	/	12 lbs/tire	=	2,083
			/		=	
			/		=	
<b>TOTAL:</b>						

**The Product Provider agrees to be bound by the Audit/Records Access requirements of the above-referenced Grant.** See next page for additional detail.  
*I certify under penalty of perjury that the material provided to the above-named grantee was manufactured from only California-generated waste tires. I understand that if it cannot be verified that the source of the material is from only California-generated waste tires, or an audit discloses the use of non-California tire rubber, that the CalRecycle may deny reimbursement or require the grantee to return all grant funds previously paid under this grant, and that the grantee may seek reimbursement from the above-named RP manufacturer, binder supplier or contractor.*

Signature of Authorized Signer for RP manufacturer, binder supplier or contractor	Print Name	Title	Date

**INSTRUCTIONS:**

**Grantee to provide:**

1. Grantee Name: Complete full legal name as it appears on the Rubberized Pavement Grant Program Grant Agreement Cover Sheet.
2. Grant Number: Enter assigned grant number.

**RAC manufacturer, binder supplier or contractor to provide:**

1. Contact information: Provide your business' contact information in this section.
2. Supporting documentation requirement: Provide the Grantee with copies of supporting documentation that validates only California-generated waste tires were used for this grant project and that the waste tires were processed in California. Acceptable forms of supporting documentation include: Certificate of Origin (if completed by a California Processor) or a Bill of Lading and Manifest documentation for non-California processors.
3. Number of tires diverted: Provide the total number of tires diverted in Passenger Tire Equivalents for this project. Include both the number of pounds of crumb rubber and the calculated number of Passenger Tire Equivalent (PTEs): Use **12** pounds of crumb rubber per PTE.
4. Signature of RAC manufacturer, binder supplier or contractor: This form must be signed by an authorized signer from the RAC manufacturer, binder supplier, or contractor. Provide the completed form, with supporting documentation, to the Grantee.

**AUDIT/RECORDS ACCESS:**

The Product Provider agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to this Certification or the products certified herein. The Product Provider agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Product Provider agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Product Provider agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to this Certification or the products certified herein.

**APPENDIX C**

**Storm Water Inspection Form for Construction Activities**

INTENTIONALLY LEFT BLANK



**APPENDIX D**

**City of Escondido Encroachment Permit Application**

INTENTIONALLY LEFT BLANK



City of Escondido  
 Field Engineering  
 201 North Broadway  
 Escondido, CA 92025-2798  
 Phone: (760) 839-4644  
 Fax: (760) 747-0379

Exhibit "1"  
Page 2 of 3

**EMPLOYEE USE ONLY**

Permit No: \_\_\_\_\_  
 Active Date: \_\_\_\_\_  
 Inactive Date: \_\_\_\_\_  
 Inspector: \_\_\_\_\_  
 (760) \_\_\_\_\_

## ENCROACHMENT PERMIT

**Project Name:** \_\_\_\_\_  
**APN/Tract #:** \_\_\_\_\_

**Project Site Address:** \_\_\_\_\_  
 \_\_\_\_\_

**Contractor:** \_\_\_\_\_  
 Name & Phone #: \_\_\_\_\_  
 Emergency #: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City, State & Zip: \_\_\_\_\_  
 Contractor's License (Type & #): \_\_\_\_\_  
 Escondido Business License #: \_\_\_\_\_

**Sub-Contractor:** \_\_\_\_\_  
 Name & Phone #: \_\_\_\_\_  
 Emergency #: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City, State & Zip: \_\_\_\_\_  
 Contractor's License (Type & #): \_\_\_\_\_  
 Escondido Business License #: \_\_\_\_\_

**Owner/Developer:** \_\_\_\_\_  
 Telephone #: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City, State & Zip: \_\_\_\_\_

**Scope of Work or Acts Permitted:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**Number of Working Days:** \_\_\_\_\_

**Related Projects/Plan Numbers:** \_\_\_\_\_  
**Contractor's Project Number:** \_\_\_\_\_

DigAlert:  
 Permittee is required to comply with Sections 4216 through 4216.9 of the Government Code. A DigAlert Identification Number must be issued before a Permit to Excavate will be valid. Please call Underground Service Alert TOLL FREE at 1-800-422-4133, two working days before you dig.  
 I.D. # \_\_\_\_\_

I hereby acknowledge and agree that: (1) I have read and understand this permit and the incorporated Encroachment Permit General Provisions; (2) the information contained herein is true and correct; (3) I will comply with all City Ordinances, City Standard Specifications and the terms, conditions and restrictions of this permit; and (4) I will pay all back charges resulting from work performed by City forces or the City's contractors in correcting or repairing incomplete work, unsafe conditions, flood damages, siltation, erosion, clean-up of haul routes, dust control from the project site, or other damages arising out of work related to this Permit. Permission is hereby granted to the City and/or its agents to enter upon the project site to perform emergency work when necessary or to ensure compliance with the Permit.

I declare under the penalty of perjury that the foregoing is true and correct.

**Signature of Permittee, Owner or Authorized Agent:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

### EMPLOYEE USE ONLY

Received By: \_\_\_\_\_ Date: \_\_\_\_\_ TCP: Required/Not Required/Approved

Fee: \_\_\_\_\_ Security: \_\_\_\_\_ Receipt: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
 For: Julie Procopio, Director of Engineering Services/City Engineer

**24 HOUR NOTICE IS REQUIRED PRIOR TO PRE-CONSTRUCTION MEETING**

1. Approval of work to be done is required from the Field Engineering Office or Planning Department if it is not covered under signed Improvement Plans.
2. The Contractor used for the work being done, must have a City of Escondido Business License, as well as a valid State Contractor's License **appropriate** for the work being done.
3. Submitting Permit – submittal must include the application page, traffic control (if required) and the original of the Certificate of Liability Insurance for the applicant. Otherwise, the permit will **not** be reviewed until application packet is complete.
4. Time Frame – approval ranges from 4 to 6 working days **or** up to several weeks, depending on the nature of the application and if the permit application was complete at time of submittal.
5. Traffic Control – if the work to be performed impedes traffic, whether it be pedestrian or vehicular, a Traffic Control Plan is required. Please refer to the Traffic Control Plan Checklist within these guidelines.
6. Monitoring Wells – require a Cash Deposit in the amount of \$2,000 per well. This deposit will be held by the City until successful closure is obtained from County authorities.
7. Water Construction Fees – considered to be a Cash Deposit and the City requires separate payment. Water Meters are **not** applied to the encroachment permit.
8. Certificate of Liability Insurance – Original of the Certificate of Insurance, (City will not accept faxes or copies), which must include:
  - i. General Liability Insurance in the amount of:
    - a. \$300,000 for driveway replacement, sidewalk construction and landscape, \$1,000,000 for pools/spas,
    - b. \$2,000,000 all other work
    - c. Cancellation notification of thirty(30) days
    - d. "City of Escondido" listed as Certificate Holder
    - e. **Separate** Endorsement which specifically names the City as Additionally Insured.
    - f. Insurance Company must have a minimum of "A" rating and a "V" or better financial rating by Best's Key Rating Guide. Insurance Company must be a California admitted carrier.
    - g. If Insurance Company is a "Surplus Line Carrier," they must provide the City with a "Service of Suit Endorsement."
    - h. Insurance for Owner/Builder
9. Permit fees for approved applications are based on EMC §§ 23-8 through 23-14. There are no additional fees for permits which are for work covered under approved, signed Improvement Plans. See attached Fee Schedule.
10. In signing the Encroachment Permit, the applicant agrees to indemnify, defend and hold harmless the City and its officers, employees and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2007-0001), and updates, of the California Regional Water Quality Control Board Region 9, San Diego, which the City might suffer, incur, or become the subject by reason of or occurring as a result of or allegedly caused by the work under this Permit.

A Traffic Control Plan ("TCP") shall be required for all work performed within the public right-of-way. Each TCP shall be developed with both the CALTRANS Manual of Traffic Control Devices for Construction and Maintenance Work Zones and the Standard Specifications for Public Works Construction, latest edition. Data to be included on a TCP will vary depending upon the complexity of the project, the volume of traffic affected and the roadway geometrics where the construction is being performed. The TCP must clearly depict the exact sequence of the construction operation(s), the construction to be performed and the traveled way that will be utilized by all movements of traffic during each phase of construction. Multiple phases of construction will require a separate TCP for each different construction phase or operation.

The checklist should be used as a guide to ensure that all of the basic elements are included on the TCP. This will help expedite the plan review process. Following the submittal of the TCP, all submittals deemed complete shall be reviewed within two (2) weeks. A TCP that does not include each of the appropriate elements listed below will be deemed incomplete and returned for revision and re-submittal. The TCP shall be submitted in a timely manner to allow for the specified review period. It is important to note that each TCP must be developed specific to the actual construction work zone location. Each TCP must include on the plan a description of the work to be performed using that particular TCP.

### **TRAFFIC CONTROL PLAN CHECKLIST**

- TCP shall be drawn on 11" x 17" sheets and stamped by a Registered Civil Engineer or Registered Traffic Engineer unless otherwise approved by the Field Engineering Office.
- Indicate Contractor's name, address and telephone number. Include name and telephone number of the 24-hour contact person representing the Contractor.
- Indicate north arrow and scale or "Not to Scale" (NTS).
- Show all nearby streets with street names to assure proper orientation.
- Show existing traffic signals and existing regulatory signs, as applicable.
- Show existing striping, pavement markings, painted crosswalks and bike lanes.
- Show existing curbs, gutters, sidewalks, manholes, driveways and intersections in the construction work zone, including areas affected by taper transition.
- Indicate total roadway widths. Dimension existing striping from edges of pavement.
- Indicate posted speed limits.
- Show location and dimensions of the construction work zone.
- Show staging area and materials storage area, as appropriate.
- Indicate locations of construction signs, as appropriate.
- Label all taper lengths and widths, delineator spacing and sign spacing.
- Road closures will require approval from the City.
- Use a legend to define all symbols and designate them with CALTRANS nomenclature.
- Show all parking restriction zones and signs, as appropriate, including Bus Stop locations.
- Signs and barricades will be required to direct pedestrians through or around the construction work zone and shall be shown on the TCP.
- Indicate on the plan the duration of the construction work and subsequent traffic control.

**OR**

- In place of having a plan drawn, you may use the San Diego Area Regional Standard Drawings (SDARSD).
- The cover sheet, TCP-5, is **required** with your traffic control plan.
- Choose a drawing that matches your site completely; modifications are not permitted.
- SDARSD are to be submitted on 8.5" x 11".
- Indicate speed limits, sign/cone spacing, and taper lengths.

SDARSD Website: <http://www.regional-stds.com/home/book/drawings/appendix-a>



## GENERAL NOTES

1. The City Engineer or his/her representative has the authority to revoke the permit should the Permittee fail to ensure public safety or complete the work within the number of working days specified in the Encroachment Permit (Permit)
2. All traffic control devices shall be removed from view when not in use.
3. Work hours shall be restricted to between 8:30 a.m. to 3:30 p.m. unless approved otherwise.
4. Traffic control devices are to be placed by a person trained in traffic control and are to be checked, and maintained as necessary, periodically throughout the day. Failure to maintain traffic control devices may result in Permit revocation.
5. Trenches must be backfilled or plated during non-working hours. Contractor to provide recessed steel plates per Permit and signage denoting "Trench Plate Ahead" for on-coming traffic; all requirements set forth in the **Encroachment Permit General Provisions #27** and Escondido Standard Drawings.
6. Pedestrian controls shall be provided as shown on the plans.
7. Temporary "NO PARKING" signs will be posted 72 hours prior to commencing work which indicate the day(s) of the week and hours of the day that the work is to be performed. **Required to include code VC22651(L)**. Contact the Escondido City Police Departments non-emergency line at (760)839-4722 if you are in need of assistance.
8. Access to driveways will be maintained at all times unless other arrangements are made and previously approved by a City Engineer or his/her representative.
9. The Contractor shall replace, within 72 hours, all traffic signal loop detectors damaged during construction.
10. All striping removed or damaged will be replaced by the Contractor within 24 hours (or replaced with temporary tape).
11. All workers shall be equipped with a reflective safety vest type and a type III for night time operations. All flaggers shall also be equipped with a hard hat, C28 "Stop/Slow" paddle and shall be trained in the proper fundamentals of flagging traffic.
12. Any work that disturbs normal traffic signal operations shall be coordinated with the City 48 hours prior to beginning of construction
13. The Contractor shall maintain all traffic control devices 24 hours per day and 7 days per week.
14. A minimum of twelve (12) foot travel lanes must be maintained unless otherwise approved by the City.
15. All night work will require written approval from the City Manager. Lane closures, road detours, road closures, and traffic signal modifications associated with overnight construction activities will require warning signs to be placed at least one week in advance of starting construction.
16. A flashing arrow board shall be required on all arterial street lane closures.
17. When required, electronic message boards must be in place a minimum of 72 hours in advance of starting construction.
18. Deviations in the actual placement of traffic control devices relative to the approved Traffic Control Plan are prohibited. Changes must be submitted, in writing, to the City in the required plan format by the Permittee and approved prior to implementation. All Traffic Control Plans must be signed by a professional Traffic Engineer licensed in California, unless otherwise requested by the City.
19. Detection loops that may be affected by any proposed construction or conduit work shall be replaced with video camera detection subject to approval by the City Engineer or his/her representative. Signal plans shall be modified and contractor shall first coordinate and install the video camera detection system per City's specifications and requirements prior to disturbance and destruction of existing traffic detection signal devices. – City of Escondido Street Design Standard, Section 12.
20. If the Permittee determines that conduit installation will be by the boring machine method, the trench patch for the utility observation excavation will be the same as for open trench excavation method. This will provide a single continuous surface restoration eliminating the multiple penetration into the public roadway. Refer to Escondido Standard Drawing M-3-E.
21. Notification to local businesses/residences is necessary in advance of any work performed in front of that business/residence. This includes any excavation or trenching, concrete/asphalt restoration, and disturbance of the landscape area located in the right of way.

## GENERAL PROVISIONS

1. **ACCEPTANCE OF PROVISIONS:** It is understood and agreed to by the Permittee that by signing the Permit application and by paying the permit application fees, all conditions and provisions contained herein are agreed to and shall be complied with for the duration of the work proposed. Failure to comply with any such provisions shall be grounds to revoke the Permit.
2. **NO PRECEDENT ESTABLISHED:** This Permit is granted with the understanding that this action is not to be considered as establishing any precedent on the question of the expediency of permitting any certain kind of encroachment to be erected within the right-of-way of City streets. No work shall start until the Permittee has attended a DRE construction meeting with the Field Engineering Inspector. It is the Permittee's responsibility to submit to the Field Engineering Inspector a construction schedule in bar chart form detailing the work to be done before the meeting. Failure to submit a construction schedule will delay start of work. Permittee will be responsible for completion of the work consistent with the submitted schedule.
3. **KEEP PERMIT ON WORK:** This Permit, associated construction and traffic control plans shall be kept at the site of the work and must be shown to any representative of the City or any Law Enforcement Officer on demand.
4. **PERMIT FROM OTHER AGENCIES:** The party or parties to whom this Permit is issued, shall, whenever the same is required by law, secure the written order or consent to any work hereunder from the Public Utilities Commission of the State of California or any other public board having jurisdiction, and this Permit shall be suspended in operation unless and until such order or consent is obtained.
5. **PROTECTION OF TRAFFIC:** Adequate provision shall be made for the protection of the traveling public. A Traffic Control Plan must be submitted to and approved by the City prior to start of any work in the right-of-way. Unless waived by the City in writing, all plans shall be stamped by a registered civil or traffic engineer. All warning signs and safety devices used by the Permittee to perform the work shall conform to the requirements contained in the current California manual on "Uniformed Traffic Control Devices For Streets & Highways"(FHWA's MUTCD 2014 Edition, as amended for use in CA) and Section 7-10 of the most current edition adopted for use in the City of Escondido of the "Standard Specifications for Public Works Construction". Devices must be present on the site prior to beginning any work which affects the traveling public.
6. **HOURS OF WORK:** Hours of work are restricted to Monday through Friday between 7 a.m. and 6 p.m. or as otherwise indicated on the approved Permit or traffic control plans. No work in the public right-of-way is permitted on Saturdays, Sundays or City recognized holidays without written consent from the City Manager.
7. **MINIMUM INTERFERENCE WITH TRAFFIC:** All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public, except for the specific work permitted. Delays in completion of the work causing unreasonable interference with and inconvenience to the traveling public may be grounds to revoke the Permit.
8. **STORAGE OF MATERIAL:** No material/equipment shall be stored within ten feet (10') from the edge of the pavement or traveled way or within the shoulder line where the shoulders are wider than ten feet (10') unless special permission is granted on the Permit.
9. **CLEAN UP RIGHT OF WAY:** Upon completion of the work, the right-of-way is to be returned to a debris free condition. All construction debris is to be removed from the site and disposed of in a legal manner. ***The Permittee is responsible for restoring, replacing the landscaping to a like kind at the completion of the project, this includes the restoration of the irrigation system.*** The Permittee is responsible for the removal of all mark-out paint used to identify the location of existing utilities. The method of paint removal shall not damage or alter the texture of the surface of the improvement from which the paint is removed. The cleanup of asphalt material placed during paving operations from the utility lids/manhole covers is required. Repaint Water Lids "White" and Sewer Manhole covers "Traffic Yellow".
10. **STANDARDS OF CONSTRUCTION:** All work shall conform to the most recent adopted editions of the City of Escondido Design Standards and Standard Drawing, 4.2.2014 Edition, Standard Specifications for Public Works Construction (Greenbook) and the San Diego Regional Standard Drawings, most recent edition.
11. **SUPERVISION OF GRANTOR:** All the work shall be done subject to the supervision of, and to the satisfaction of, the City.
12. **INDEMNITY AND INSURANCE:** The Permittee agrees to indemnify, defend and hold harmless the City of Escondido, its officers, agents, and employees any and all loss, damage, liability, cost or expense, however same may be caused, that may arise during or as a part of this Permit, whether the liability, loss or

damage is caused by, or arises out of, the negligence of the City, its officers, agents, or employees, or otherwise. Exhibit "1"  
Page 268 of 325

The Permittee shall provide proof of insurance and shall maintain in full force and effect while operating under the Permit, a comprehensive liability insurance policy which shall include bodily injury and property damage as prescribed by law. The general liability policy shall name the City as additional insured with respect to the permit and shall be in a form satisfactory to the City Attorney. The failure to provide or maintain insurance shall be considered a material breach of the conditions of this Permit and shall be grounds to revoke the Permit.

13. **CARE OF DRAINAGE:** If the work herein contemplated shall interfere with the established drainage, ample provision shall be made by the Permittee to provide for it, as may be directed by the City.

14. **SUBMIT LOCATION PLAN:** Upon completion of underground or surface work of consequence, the Permittee shall furnish a detailed and dimensioned plan to the Director of Engineering Services, showing location and details of construction.

15. **MAINTENANCE:** The Permittee agrees by the acceptance of the Permit, to exercise reasonable care to maintain properly an Encroachment placed by it in the streets and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the streets which occurs as a result of the maintenance of the Encroachment in the streets, or as a result of the work done under this Permit, including any and all injury to the streets which would not have occurred had such work not been done or such Encroachment not placed thereon. The Permittee shall be responsible for the removal of all construction related graffiti; including the maintenance of construction signs, construction equipment and buildings.

16. **TUNNELING:** No tunneling will be permitted unless approved, in writing, by the Director of Engineering Services or his/her representative.

17. **DEPTH OF PIPES:** There shall be a minimum of thirty-six inches (36") of cover over all pipe or conduit.

18. **BACKFILLING:** Backfill requirements shall conform to the applicable sections of the current applicable Standard Drawing G-1-E, G-2-E, G-3-E and G-4-E unless otherwise directed, in writing, by the Director of Engineering Services or his/her representative.

19. **PRESERVE SURFACING MATERIAL:** Whenever a gravel or crushed rock surface is trenched, such material shall be placed to one side and when backfilling is started, the rock material shall be replaced to its original position.

20. **MAINTAIN SURFACE:** The Permittee shall maintain the surface over structures placed hereunder in accordance with the Design Standards and Standard Drawings of the City of Escondido. If the City determines that the surface is not being properly maintained, the City may, after giving 24 hour notice (either verbal or written) to correct the condition, cause corrections to be made either by employees of the City or a private contractor. In cases of imminent hazard (as determined by the City), no advance notice will be necessary. All expenses incurred by the City in effecting corrections (including any appropriate markups or surcharges) shall be borne by the Permittee. In every case, the Permittee shall be responsible for restoring any portion of the street which has been excavated or otherwise disturbed to its former condition as may be possible.

That portion of the work within the City right-of-way shall be prosecuted to completion as rapidly as possible, including replacement of street, sidewalk or other surfacing. Any changes in this order of work or the number of working days required to complete the work shall be approved in advance by the Engineering Services Department.

Revocation of this Permit does not relieve the Contractor of the responsibility of complying with this Provision including the reimbursement for all remediation expenses incurred by the City.

21. Traffic shall not be diverted nor interrupted without prior approval of the Engineering Services Department. Nor shall any traffic control device be placed in the right-of-way prior to the issuance of an approved Encroachment Permit and approved Traffic Control Plan.

**22. SHOULD THE ENGINEERING SERVICES DEPARTMENT REPRESENTATIVE FIND WORK IN PROGRESS PRIOR TO HIS NOTIFICATION, ALL SUCH WORK SHALL BE SUSPENDED FOR A PERIOD NOT LESS THAN THE REMAINDER OF THAT WORKING DAY.**

23. Care shall be used to avoid interference with existing underground facilities.

24. Workers shall wear CAL OSHA approved safety apparel while performing all work associated with this Permit.

25. The work shall be done in one lane of the street at a time; at least one lane in each direction of the pavement width shall be in good condition and open to traffic throughout the work, unless otherwise approved, in writing, by the Director of Engineering Services or his/her representative.

26. By acceptance of this permit, the Permittee agrees to pay laboratory costs in connection with the necessary tests as may be required by the Engineering Services Department representative to determine the quality of the materials used and/or the in-place compaction.

27. ALL OPEN TRENCHES WITHIN THE IMPROVED AREA SHALL BE BACKFILLED, COMPACTED AND TEMPORARY REPAIRS MADE TO THE SURFACING BEFORE LEAVING THE JOB SITE AT THE END OF THE WORKING DAY. IN THE EVENT THAT STEEL PLATES ARE USED, THEY MUST BE RECESSED INTO THE EXISTING ROADWAY SURFACE USING AN ASPHALT GRINDER TO PROVIDE A SMOOTH DRIVING SURFACE. CONTRACTOR TO PROVIDE SIGNAGE DENOTING "TRENCH PLATE AHEAD" FOR ON-COMING TRAFFIC.

28. All overhead cables installed within the City right-of-way shall conform to "Rules for Overhead Electrical Line Construction, General Order No. 95, of the Public Utilities Commission".

29. The poles/anchors shall be located at the back of the street sidewalk unless otherwise specified, clear of traveled ways, drainage channels and/or areas maintained by power equipment.

30. The Permittee's Surety Bond, as shown on the face of the Permit, shall be on file with the Engineering Services Department prior to beginning work. Cancellation or expiration of the bond will immediately result in a revocation of this Permit.

31. All work shall be coordinated with any C.I.P. Project in the area and under no circumstances shall the work granted herein interfere. All standards of construction shall be identical to similar work performed under adjacent street contract.

32. The Permittee agrees that if an Engineering Services Department representative or Law Enforcement Officer determines that inadequate barricading, traffic control sign and dust alleviation exists, and the Permittee or his authorized agent cannot be located in a reasonable time period under the circumstances, the City has the right to order the proper corrective measures to be taken at the Permittee's own expense. Said remedial measures do not create a duty on behalf of the City to monitor the work site and will not, under any circumstances, relieve the Contractor of all responsibilities to maintain a safe work site under this Permit and by law.

33. The Permittee shall be responsible to submit to the Director of Engineering Services, prior to starting any trenching and/or excavation which is five feet (5') or more in depth, a plan showing the method of shoring, which shall conform to the State Division of Industrial Safety. Where the work to be done exceeds any excavation five feet (5') or greater in depth, the Permittee shall be required to submit a detailed plan of shoring, bracing or sloping to be used which has been prepared by a Registered Civil Engineer, and a copy of his CAL OSHA trenching permit. Under no condition shall shoring, bracing or sloping be less effective than that required by the Construction Safety Order of the Division of Industrial Safety.

34. Wherever sidewalk is removed, dry, granular material shall be maintained smooth within the subsequent excavated area and either brought to the original grade or smoothly ramped at each end of the excavation. Barricades with flashing beacons shall be installed as necessary to warn pedestrians. Removed panels will be temporarily restored by the close of work using G-3-E material specifications.

35. **The Contractor shall call (Dig Alert 800-227-2600) for mark-out prior to excavation. Contractor shall pothole all existing underground utilities identified in the work area well in advance of utility construction in order to identify conflicts and to adjust the proposed improvements location as needed in the field. By law the Contractor shall take steps to determine the exact location of all underground facilities (potholing) prior to doing work that may damage such facilities or interfere with their service. If the Contractor fails to pothole to locate underground facilities or otherwise operates in a manner which results in damage to existing facilities, as determined by the Field Engineering Inspector, the repairs to damaged utilities in the course of work shall be the Contractor's sole responsibility and all costs resulting thereby shall be borne by the Contractor.**

36. All underground utility trenches located in paved areas shall be backfilled and compacted to 95% relative compaction. Otherwise, 90% relative compaction is required. The Permittee shall provide the results of compaction tests taken at locations specified by the Engineering Services Field Inspector and in his presence. **THE COSTS OF THESE TESTS WILL BE PAID BY THE PERMITTEE.**

37. The City of Escondido "Policy Statement for Landscape Screens" will be enforced for all above grade utility vaults which are installed at single family and multi-family unit locations.

38. **FUTURE MOVING OF INSTALLATION:** It is understood by the Permittee and its assignees that this Permit allows for a temporary placement of an installation in the public right-of-way and that whenever construction, reconstruction, or maintenance work on the street or adjacent public rights-of way requires the installation provided for in this Permit to be abandoned or relocated, Permittee agrees to do so immediately after notice by the City and at the sole expense of the Permittee.



# City of Escondido

## STORM WATER MANAGEMENT PLAN

**This form must be submitted with all Construction Permit Applications**

### SECTION 1. Required Information

Grading Permit Application Number:		Project Name:	
Project address or location:		QSP Contact Information:	
APN #:			
Name of 24 hr. project contact:		Phone # of 24 hr. project contact:	
Estimated project start date:	Estimated project finish date:	Estimated grading start date:	Estimated grading finish date:
Estimated amount of disturbed acreage _____ acres		If equal to or greater than one (1) acre, you must also provide a WDID number from the SWRCB: _____	
Are there any watercourses or waterbodies within 200 feet of the limits of soil disturbance?    YES _____    NO _____			

### SECTION 2. Best Management Practices

#### Best Management Practices

The goal of storm water management planning is to reduce pollution to the maximum extent practicable by implementing Best Management Practices (BMPs). The following are minimum BMPs that should be implemented:

- 1) Erosion control practices
- 2) Velocity reduction
- 3) Sediment control practices
- 4) Offsite sediment tracking control
- 5) General site and materials management

BMPs from each of the five categories must be used together as a system in order to prevent erosion, sediment, wastes, spills, and residues from leaving the site. When properly implemented, monitored and maintained, BMPs will function to prevent pollutants (including sediment) from leaving the site. It is the responsibility of the property owner and the contractor to implement all necessary BMP's to comply with the Erosion Control Plan, the City of Escondido's Municipal Code, and any State requirements.

### SECTION 3. Certification

***The following certification must be signed before a Construction Permit will be issued.***

I have read and understand that the City of Escondido has been required to adopt minimum requirements for storm water management of construction activities. I certify that I shall implement the BMPs required to effectively minimize the potentially negative impacts of this project's construction activities on water quality. I further agree to install, monitor, maintain or revise the selected BMPs to ensure their effectiveness.

I agree to indemnify, defend and hold harmless the City and its officers, employees and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. 20013-0001 and NPDES No. CAS0109266), and updates, of the California Regional Water Quality Control Board Region 9, San Diego, which the City might suffer, incur, or become the subject by reason of or occurring as a result of or allegedly caused by the activities subject to this Plan.

I also understand that non-compliance with the City's Grading and Erosion Control Ordinance may result in enforcement by the City, including fines, cease and desist orders or other actions.

Property owner \_\_\_\_\_ Date \_\_\_\_\_

# ADDITIONAL INSURED (SAMPLE)

Policy Number: \_\_\_\_\_

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of Person or Organization: City of Escondido  
201 N. Broadway  
Escondido, CA 92025

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured, the person or organization shown in the Schedule but only with respect to liability arising out of "your work" for that insured by or for you.



## Endorsement for Service of Suit Clause

It is agreed that in the event of the failure of the company to pay any amount claimed to be due under the terms and conditions of this policy, the company, at the request of the insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such court jurisdiction.

Pursuant to any statute or regulation of any state or territory of the United States of America, the company hereby designates the superintendent, commissioner or director of insurance or other officer, specified for that purpose in the statute or regulation or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured arising out of this contract of insurance.

Policy Number: \_\_\_\_\_

Insured: \_\_\_\_\_

Effective: \_\_\_\_\_

Countersignature of  
Authorized Representative: \_\_\_\_\_

**APPENDIX E**

**Escrow Agreement for Security Deposits in Lieu of Retention Form**

INTENTIONALLY LEFT BLANK

ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made on \_\_\_\_\_ and entered into by and between,  
(date)

**City of Escondido**

whose address is 201 North Broadway, Escondido, CA 92025, hereinafter called "Owner," and

whose address is 10540 Prospect Avenue, Santee, CA 92071, hereinafter called "Contractor," and

whose address is 1024 Graves Avenue, El Cajon, CA 92021, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for in the amount of \$ \_\_\_\_\_, dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Section 22300 also addresses securities eligible for investment under this agreement.

Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent.

When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of \_\_\_\_\_, \_\_\_\_\_, and shall designate the Contractor as the beneficial owner.

- (2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. At the expense of the contractor, the contractor may direct the investment of the retention payments into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly. The Contractor hereby agrees to indemnify, defend, and hold the City harmless from loss of funds for any such payment, once City pays the Escrow Agent.
- (4) The Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
- (6) The Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
- (7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.
- (8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
- (9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
- (10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

On behalf of Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

201 N. Broadway, Escondido, CA 92025

On behalf of the Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner

Contractor

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

**ATTACHMENT A**  
**Street List Treatments**

INTENTIONALLY LEFT BLANK



Street ID	Street Name	Begin Location	End Location	Notes	Length	Width	Area	2" AC (sf)	3" AC (sf)	# of Removal Locations	ARAM w/Type II Slurry (sf)	Crack Seal/Slurry Type II (sf)	Tons AC	Unclassified Exc.	Base Material (CY)	MH Raise	Edge Detail (lf)	Ped Ramp (ea)	Cross Gutter (sf)	Sidewalk (sf)	# of Repair Locations	Curb/Gutter (lf)	Driveway (sf)	
W040	CLAUDAN ROAD	VALLEY PKWY	VISTA LAGO TERRACE		478	32	16214	5512		8		16214	68.4					3		360	2	30		
W102	COLTRIDGE PLACE	CONTINENTAL LANE	END		200	27	5724	0		0		5724	0.0											
W103	COMMERCIAL STREET	ENTERPRISE STREET	END		865	45	41261	302		5		41261	3.7						365					
W043	CONTINENTAL LANE	HAMILTON LANE	END N		1025	27	29336	533		2		29336	6.6											
W106	CONTINENTAL LANE	HAMILTON LANE	END S		508	27	14539	454		3		14539	5.6											
W107	CORPORATE DRIVE	MEYERS AVENUE	PROGRESS PLACE		1590	47	79214	0		0		79214	0.0											
W110	CORTINA CIRCLE	EUCALYPTUS AVE (S)	MANDEVILLE DR		2447	33	85596	1450		2		85596	18.0										90	
W084	CORTINA CIRCLE	MANDEVILLE DR	EUCALYPTUS AVE N		1768	33	61845	3533		15	61845		43.9							100			270	
W112	CREEKSIDE PLACE	SHADYRIDGE AVENUE	END		130	33	4547	105		1		4547	1.3											
W113	DASHERO PLACE	PALSERO AVENUE	END		295	33	10319	0		0	10319		0.0							125	15			
W116	DERRICK WAY	DEXTER PLACE	LOMICA PLACE		436	22	10168	16		1		10168	0.2											
W117	DEXTER PLACE	BERNARDO AVENUE	END		1525	33	53345	2718		12		53345	33.7			2			50			30		
W118	DON LEE PLACE	AUTO PARKWAY	ALPINE WAY		1725	42	76797	1671		6	76797		20.7										95	120
W119	DRAGT PLACE	11TH AVE	END		351	33	12278	25		1		12278	0.3							150	1			
W120	EASTER PLACE	SCENIC DRIVE	END	ARAM to cul-de-sac. Cul-de-sac slurry only (no removal)	135	25	3578	0		0	3130	448	0.0											
W121	EMBERWOOD WAY	SHADYRIDGE AVENUE	SUMMERCREEK WAY		885	33	30957	1193		9		30957	14.8							100	2			
W122	ENGEL STREET	INDUSTRIAL AVENUE	END W		663	46	32328	0		0		32328	0.0											
W129	EXECUTIVE PLACE	CORPORATE DRIVE	END		475	45	22658	0		0		22658	0.0							125	1			
W130	FANTERO AVENUE	MESA GRANDE RD	E AND W TO ENDS		1411	33	49357	2232		10	49357		27.7											132
W132	FLEETWOOD STREET	AUTUMN WOODS PL	END		810	35	30051	9235		12	25251		114.7					4		475	8	30		
W133	GAMBLE LANE	MOUNTAIN VALLEY LANE	END E		1125	25	29813	1749		11		29813	21.7						190					
W135	GLADE PLACE	EUCALYPTUS AVENUE	END		344	22	8022	856		9		8022	10.6											
W136	GRANERO PLACE	FANTERO AVENUE	END		160	33	5597	0		0	5597		0.0							50	1			
W137	GREEN WOOD PLACE	CITRACADO PKWY	END		870	32	29510	352		3		29510	4.4					2		500	3			

Street ID	Street Name	Begin Location	End Location	Notes	Length	Width	Area	2" AC (sf)	3" AC (sf)	# of Removal Locations	ARAM w/Type II Slurry (sf)	Crack Seal/Slurry Type II (sf)	Tons AC	Unclassified Exc.	Base Material (CY)	MH Raise	Edge Detail (lf)	Ped Ramp (ea)	Cross Gutter (sf)	Sidewalk (sf)	# of Repair Locations	Curb/Gutter (lf)	Driveway (sf)
W138	HABERO DRIVE	FANTERO AVENUE	FANTERO AVENUE		1456	33	50931	1522		8	50931		18.9										
W142	HALLMARK PLACE	CLAUDAN RD	END		675	32	22896	847		2		22896	10.5			1							
W143	HAMILTON LANE	BRIARGATE PL	JENNA PL		2160	39	89294	270		2		89294	3.4			2				525	6		
W073	HAMILTON LANE	EUCALYPTUS AVE	BRIARGATE PL		1422	39	58785					58785	0.0										
W144	HAMILTON PLACE	HAMILTON LN	END		465	32	15773	0		0		15773	0.0										
W147	HILLSTONE AVENUE	EUCALYPTUS AVE	VILLA VERDE RD		1194	32	40500	0		0		40500	0.0										
W151	INDUSTRIAL AVENUE	ANDREASEN DRIVE	MARKET PLACE		710	45	33867	0	8910	3	33867		165.9										
W152	JADERO PLACE	HABERO DRIVE	END		175	33	6122	1291		4		1291	16.0					1		400	4	15	
W153	JENNA PLACE	HAMILTON LANE	END		563	27	16113	0		0		0	0.0										
W154	JOHNSTON ROAD	CITRACADO PARKWAY	END		2230	33	78005	5305		10	78005		65.9			2				125	1		
W156	KELSON PLACE	CONTINENTAL LANE	END		165	27	4722	30		1		4722	0.4										
W157	LADERO PLACE	HABERO DRIVE	END		215	33	7521	2130		10		7521	26.4							475	2		
W159	LISBON PLACE	CHAMBERS STREET	END		449	30	14278	3213		18		14278	39.9			1				825	6		150
W161	LOMICA PLACE	DEXTER PLACE	END		1022	22	23833	225		1		23833	2.8										
W183	MAMMOTH PLACE	YANKEE CT	END S		317	33	11089	5897		5	11089		73.2							300	2		
W183	MAMMOTH PLACE	YANKEE CT	END N	Cul-de-sac removal	608	33	21268	6204		7	21268		77.0							75	1		
W164	MANDEVILLE DRIVE	CORTINA CIRCLE	STONERIDGE CIRCLE	Cul-de-sac removal	829	27	23726	1622		10	23726		20.1										
W165	MANDEVILLE PLACE	STONERIDGE CIRCLE	END W	Cul-de-sac removal	881	22	20545	3861		9	20545		47.9										208
W167	MARKET PLACE	INDUSTRIAL AVE	AUTO PARKWAY		825	33	28859	0	590	8		28859	11.0									45	1000
W166	MARKET PLACE	AUTO PARKWAY	END S		250	33	8745	0	200	1		8745	3.7										
W168	MESA GRANDE ROAD	CITRACADO PARKWAY	PALSERO AVENUE		300	33	10494	0	560	2	10494		10.4					2	484			30	
	MEYERS AVENUE	OPPER ST	AUTO PARK WAY																	240	2		
W170	MICRO PLACE	OPPER ST	END E		595	33	20813	0	2333	10		20813	43.5					1		50	1		700

Street ID	Street Name	Begin Location	End Location	Notes	Length	Width	Area	2" AC (sf)	3" AC (sf)	# of Removal Locations	ARAM w/Type II Slurry (sf)	Crack Seal/Slurry Type II (sf)	Tons AC	Unclassified Exc.	Base Material (CY)	MH Raise	Edge Detail (lf)	Ped Ramp (ea)	Cross Gutter (sf)	Sidewalk (sf)	# of Repair Locations	Curb/Gutter (lf)	Driveway (sf)	
W171	MICRO PLACE	OPPER ST	END W		270	33	9445	0	1865	6		9445	34.7			1		1	550	50	1	36	400	
W176	MONTEREY DRIVE	CORTINA CIRCLE	END		815	33	28509	4251		5	28509		52.8										30	
W177	MONTERO PLACE	HABERO DRIVE	END		110	70	8162	500		4		8162	6.2						96	25	1			
W188	MONTIA PLACE	DEXTER PLACE	END		225	22	5247	417		5		5247	5.2											
W179	MOUNTAIN HEIGHTS DRIVE	BERNARDO AVE	SUNRISE WY		660	34	23786	0		0		23786	0.0											
W180	MOUNTAIN HILLS PLACE	GAMBLE LANE	END		261	25	6917	379		5		6917	4.7											
W181	MOUNTAIN VALLEY LANE	GAMBLE LANE	END		240	33	8395	80		1		8395	1.0											
W182	NAVAJO PLACE	HALE AVENUE	END	Cul-de-sac removal	485	33	16965	6760		1	16965		83.9					2		620	5		150	
W184	NORTHVIEW ROAD	SUNRISE WY	END		735	28	21815	0		0		21815	0.0											
W187	OPPER STREET	MEYERS AVENUE	BARHAM DRIVE		1217	33	42571	0	13616	7	42571		253.6					2		100	2			
W186	OPPER STREET	MEYERS AVENUE	END S		369	40	15646	0		0	15646		0.0											
W189	ORANGE AVENUE	HAMILTON LANE	CITY LIMIT		640	20	13568	0	2400	6		13568	44.7			1								
W190	ORINDA PLACE	CORTINA CIRCLE	END		463	22	10797	1112		8		10797	13.8										140	415
W192	PALSERO AVENUE	MACERO STREET	END		964	33	33721	4116		0	33721		51.1						384	75	1			
W193	PASADERO DRIVE	11TH AVE	END		455	28	13504	0		0	13504		0.0					2		325	4			
W194	PAUMA PLACE	INDUSTRIAL AVENUE	END		450	35	16695	0	3060	6		16695	57.0										45	400
W195	PEPPERMINT PLACE	HOWARD AVENUE	END		140	33	4897	450		1	4897		5.6					2						
W196	PRINCESS KYRA PLACE	HARMONY GROVE RD	END		375	32	12720	0		0		12720	0.0							100	1			
W197	PROGRESS PLACE	COUNTRY CLUB DRIVE	END		790	45	37683	0	32	1		37683	0.6											
W198	RED BARK ROAD	AVENIDA DEL DIABLO	END		369	33	12908	952		3	12908		11.8			1		2	65					
W199	RIDGECREST PLACE	HAMILTON LANE	END		870	27	24899	0		0		24899	0.0											
W200	RIDGEGROVE LANE	BERNARDO AVENUE	BERNARDO AVENUE		970	33	33931	2459		15		33931	30.5											
W201	RITTER PLACE	DEXTER PLACE	END		225	22	5247	2369		8		5247	29.4											
W202	ROBERTS PLACE	HAMILTON LANE	END		465	22	10844	662		3		10844	8.2							105	1	20		



Attachment A  
Street Lists - Rehabilitation and Treatments

Street ID	Street Name	Begin Location	End Location	Notes	Length	Width	Area	2" AC (sf)	3" AC (sf)	# of Removal Locations	ARAM w/Type II Slurry (sf)	Crack Seal/Slurry Type II (sf)	Tons AC	Unclassified Exc.	Base Material (CY)	MH Raise	Edge Detail (lf)	Ped Ramp (ea)	Cross Gutter (sf)	Sidewalk (sf)	# of Repair Locations	Curb/Gutter (lf)	Driveway (sf)
W237	VENTANA DRIVE	EUCALYPTUS AVENUE	MONTEREY DRIVE	ARAM from 1452 Ventana Dr to Monterey Dr	1925	27	55094	1688		8	29970	22005	21.0									120	180
W221	VENTURE STREET	AUTO PARKWAY	STERLING COURT		1105	33	38653	0	10211	17		38653	190.2						88			15	
W227	VERMEL AVENUE	AVENIDA DEL DIABLO	END		910	37	35690	1165		6	35690		14.5			1			600				
W102	VERMEL AVENUE	VALLEY PARKWAY	FLEETWOOD STREET		935	32	31715	896		2	31715		11.1						480				
W239	VILLA VERDE ROAD	HILLSTONE AVE	HAMILTON LN		1194	32	40500	124		2		40500	1.5										
W224	VINEWOOD STREET	ALDERGROVE AVENUE	WINERIDGE PLACE		1062	37	41652	0	1045	11	41652		19.5			1				75	1	75	150
W223	VINEWOOD STREET	AUTO PARKWAY	INDUSTRIAL AVENUE		1068	42	47547	0	3581	17		47547	66.7					2	160	75	1	200	800
W053	WARPAINT PLACE	11TH AVE	END		340	18	6487	1500		4	6487		18.6			2							
W105	WILLOWBROOK STREET	VALLEY PARKWAY	SHADYRIDGE AVENUE		2089	33	73073	5333		17		73073	66.2			2				900	6	30	
W078	WINAMAR PLACE	HAMILTON LANE	END		535	24	13610	157		2		13610	1.9										
W228	WINDSOR PLACE	9TH AVE	END		670	33	23437	5333		16		23437	66.2										
W222	WINERIDGE PLACE	ANDREASEN DRIVE	END		664	45	31673	0	157	2		31673	2.9										
W077	WINSOME DRIVE	EUCALYPTUS AVENUE	MANDEVILLE DRIVE		1905	22	44425	132		3		44425	1.6									55	
W076	WINSOME PLACE	MANDEVILLE DRIVE	END N		642	22	14971	400		5		14971	5.0									20	
W178	YANKEE COURT	CITRACADO PARKWAY	SOUTH MAMMOTH PLACE		347	33	12138	836		3	12138		10.4					1		610	4	15	75

Full Removal - Residential and Collector/Arterial Street List - Rehabilitation and Treatments

Street ID	Street Name	Begin Location	End Location	Functional Class_Description	Notes	Length	Width	Area	3" AC (sf)	2" AC (sf)	Tons AC	Crack Seal/Slurry Type II (sf)	ARAM w/Type II Slurry (sf)	Unclassified Ex (cy)	Ped Ramps (ea)	MH Raise	Cross Gutter	4" Sidewalk (sf)	Driveway	4" Median Concrete (sf)	Curb & Gutter (lf)	Edge Treatment (lf)	Loops
W015	ALDERGROVE AVENUE	VINEWOOD ST	END N	Residential		260	39	10748	10748		200.2						430	225			35		
W088	CASERO PLACE	PALSERO AVENUE	END	Residential		260	38	10388	10388		193.5						420						
W134	GAUCHO PLACE	11TH AVE	END	Residential		320	30	10176	10176		189.5				2			350	150				
W163	MACERO STREET	PALSERO AVE	N AND S TO ENDS	Residential		619	33	21653	21653		403.3							350	80		15		
W060	MESA GRANDE DRIVE	FANTERO AVENUE	CITRACADO PARKWAY	Residential		130	33	4547	4547		84.7				2								
W054	TOWELL LANE	ALHUDSON DR	END	Residential		503	34	18128	18128		337.6												
	VALLEY PARKWAY	W/O GRAPE ST	FIG STREET	Arterial	4" AC remove/replace Through intersection with Fig. Includes 10'x75' patch (3" removal) at Palomar Hospital driveway	530	56	30430	40323*		674.5	29680			2								
									115964		2083.3	29680			6			700	230		15		

\* Quantity represents actual removal area (sf) multiplied by factor to account for additional depth of removal (see notes)

Partial Removal - Collector/Arterial Street List - Rehabilitation and Treatments

Street ID	Street Name	Begin Location	End Location	Functional Class_Description	Notes	Length	Width	Area	3" AC (sf)	2" AC (sf)	Tons AC	Crack Seal/Slurry Type II (sf)	ARAM w/Type II Slurry (sf)	Unclassified Ex (cy)	Ped Ramps (ea)	MH Raise	Cross Gutter	4" Sidewalk (sf)	Driveway	4" Median Concrete (sf)	Curb & Gutter (lf)	Edge Treatment (lf)	Loops
W011	11TH AVENUE	DEL DIOS ROAD	ALHUDSON DRIVE	Collector		891	30	28334	3394		63.2	28334						125				11	
W013	11TH AVENUE	VALLEY PARKWAY	DEL DIOS ROAD	Collector		1095	28	32500	8280		154.2	32500			2			525			73	192	
W012	11TH AVENUE	ALHUDSON DRIVE	BERNARDO AVE	Collector		2012	39	83176	9370		174.5	83176											
W014	11TH AVENUE	HALE AVENUE	VALLEY PARKWAY	Collector	ARAM/Slurry west of 1686 11th Ave. Crack Seal/Slurry east of 1686 11th Ave.	1463	39	60480	5365.5		99.9	25380	35100			2				25			
W015	9TH AVENUE	VALLEY PARKWAY	HALE AVENUE	Collector		1359	69	99397	7146		133.1	99397				1				25			
W031	AUTO PARKWAY	ANDREASEN DRIVE	ENTERPRISE STREET	Collector		2425	61	156801										450					
W036	CITRACADO PARKWAY	GREEN WOOD PL	VALLEY PKWY	Arterial		1425	23	34742	6603		123.0	34742			2			810					
W038	CITRACADO PARKWAY	VALLEY PKWY	GREEN WOOD PL	Arterial		1425	23	34742	9340		174.0	34742			2			525					
W128	EUCALYPTUS AVENUE	HAMILTON LANE	BUCKSKIN DR	Collector		2526	39	104425	56327		1049.1	104425											
W126	EUCALYPTUS AVENUE	BUCKSKIN DR	VIA RANCHO PKWY	Collector		1800	40	76320	11779		219.4	76320				1							
W127	EUCALYPTUS AVENUE	GAMBLE LN	HAMILTON LN	Collector		1263	36	48196	4819.608		89.8	48196											
	FELICITA RD	GAMBLE LNCITRACADO PKWY	MONTVIEW DRIVE	Collector												4							

Partial Removal - Collector/Arterial Street List - Rehabilitation and Treatments (Continued)

Street ID	Street Name	Begin Location	End Location	Functional Class_Description	Notes	Length	Width	Area	3" AC (sf)	2" AC (sf)	Tons AC	Crack Seal/Slurry Type II (sf)	ARAM w/Type II Slurry (sf)	Unclassified Ex (cy)	Ped Ramps (ea)	MH Raise	Cross Gutter	4" Sidewalk (sf)	Driveway	4" Median Concrete (sf)	Curb & Gutter (lf)	Edge Treatment (lf)	Loops
W140	HALE AVENUE	HARMONY GROVE ROAD	AVENIDA DEL DIABLO	Collector		2155	32	73098	28335		527.7	73097.6						990	179				
W074	HAMILTON LANE	BERNARDO AVE	EUCALYPTUS AVE	Collector	Two treatment areas: 340 ft south of intersection with Eucalyptus and e/b lane at Hamilton Place	790	14-37	18880	7552		140.7	18880						300					
	JESMOND DENE RD	NORTH BROADWAY	CITY LIMITS	Collector		2172	27	58644	26027		484.8	58644											
W155	KAUANA LOA DRIVE	HARMONY GROVE ROAD	OAK VIEW WY	Collector		2065	28	61289	24515.68		456.6	61289.2											
W235	VALLEY PARKWAY	9TH AVE	AUTO PARKWAY	Arterial		980	46	47785	17446		324.9	47784.8											
W234	VALLEY PARKWAY	11TH AVE	9TH AVE	Arterial		1452	26	40017	30985		577.1	40017.12			2								
W231	VALLEY PARKWAY	9TH AVE	11TH AVE	Arterial		1452	36	55408	17901		333.4	55408.32						50					
W230	VALLEY PARKWAY	AUTO PARKWAY	9TH AVE	Arterial		980	46	47785	17446		324.9	47784.8											
W238	VIA RANCHO PARKWAY	GRENADINE GLEN	EUCALYPTUS AVE	Arterial		653	55	38070			0	38069.9											
									292632		5450	1008187	35100		8	8		3775	179	50	73	203	

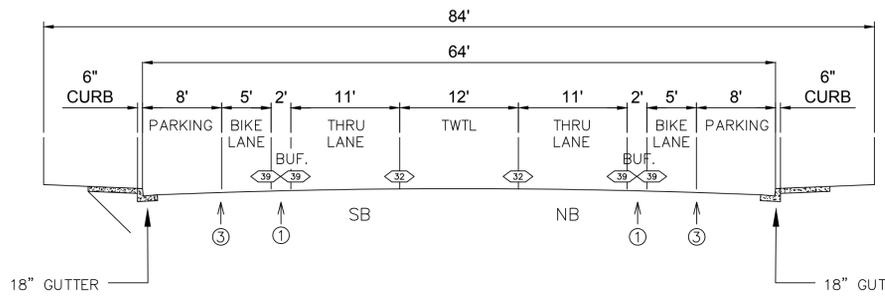
**ATTACHMENT B**

**Striping Plans - Typical Sections**

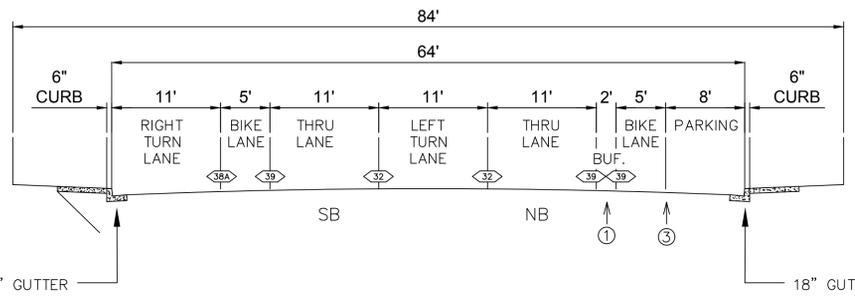
INTENTIONALLY LEFT BLANK



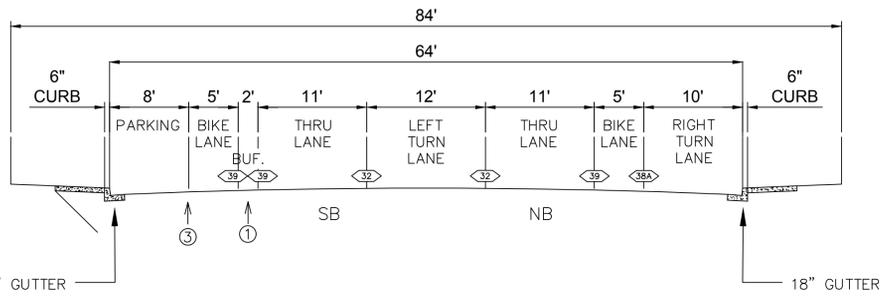




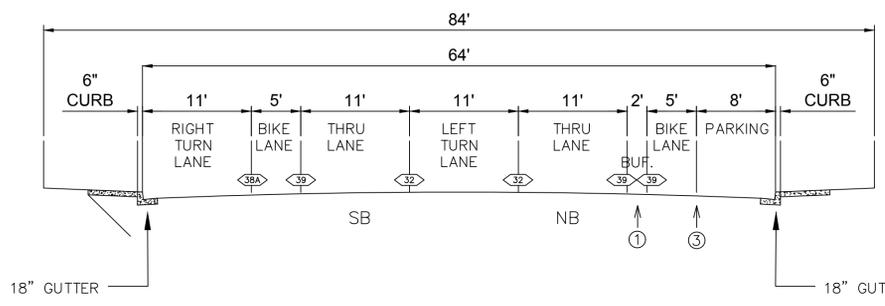
ANDREASEN DR  
NORTH OF AUTO PARK WAY TO  
INDUSTRIAL AVE



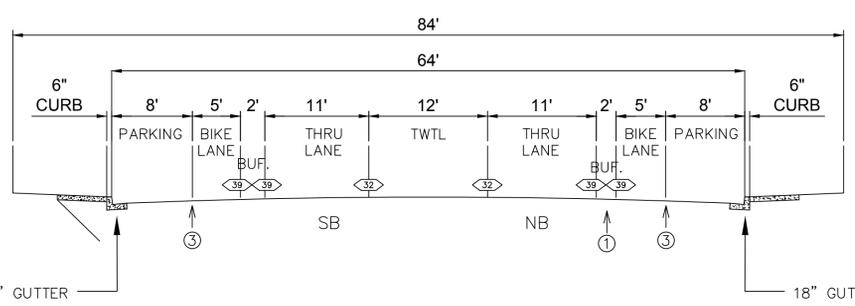
ANDREASEN DR  
NORTH OF AUTO PARK WAY



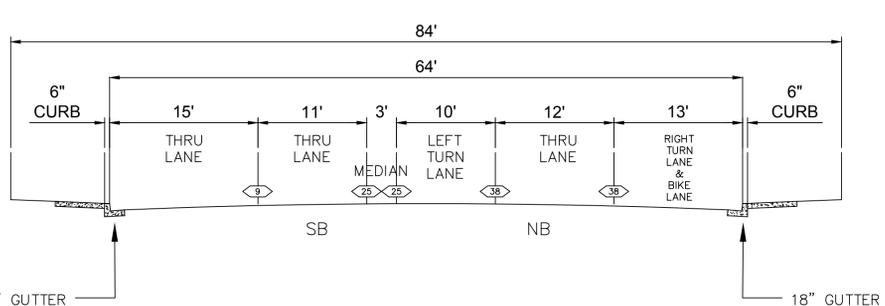
ANDREASEN DR  
INDUSTRIAL AVE TO SIMPSON  
WAY



ANDREASEN DR  
NORTH OF SIMPSON WAY  
TO 100 FT EAST OF  
MISSION RD



ANDREASEN DR  
100 FT NORTH OF SIMPSON WAY  
TO 385 FT SOUTH OF MISSION RD



ANDREASEN DR  
SOUTH OF MISSION RD

**LEGEND**

- PROPOSED STRIPING DETAIL NUMBER PER CALTRANS STANDARD PLANS, 2018 EDITION.
- 45° 6" DIAGONAL WHITE LINES PACED AS NOTED ON PLANS.
- 4" WHITE LINE

**DECLARATION OF RESPONSIBLE CHARGE**

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF ESCONDIDO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

**ENGINEER OF WORK**

*Charles M. Schwinger*  
CHARLES SCHWINGER C.82908 DATE 8-27-2019



Reviewed \_\_\_\_\_  
By \_\_\_\_\_  
Associate Traffic Engineer

CONSTRUCTION RECORD	REFERENCES	Date	By	REVISIONS	App'd	Date	BENCH MARK
Contractor _____							BENCHMARK: THE BENCHMARK USED FOR THIS SURVEY IS THE CITY OF ESCONDIDO GPS CONTROL MONUMENT NO. 22 AS SHOWN ON RECORD OF SURVEY NO. 14236, ELEVATION: 652.86 FEET, NVD 1929
Inspector _____							
Date Completed _____							

SCALE	Office	Designed By	Drawn By	Checked By
Horizontal _____	Filed _____	RG/ET	RG/ET	CMS
Vertical _____	Traffic _____	CHARLES SCHWINGER	P.E. No. C 82908	

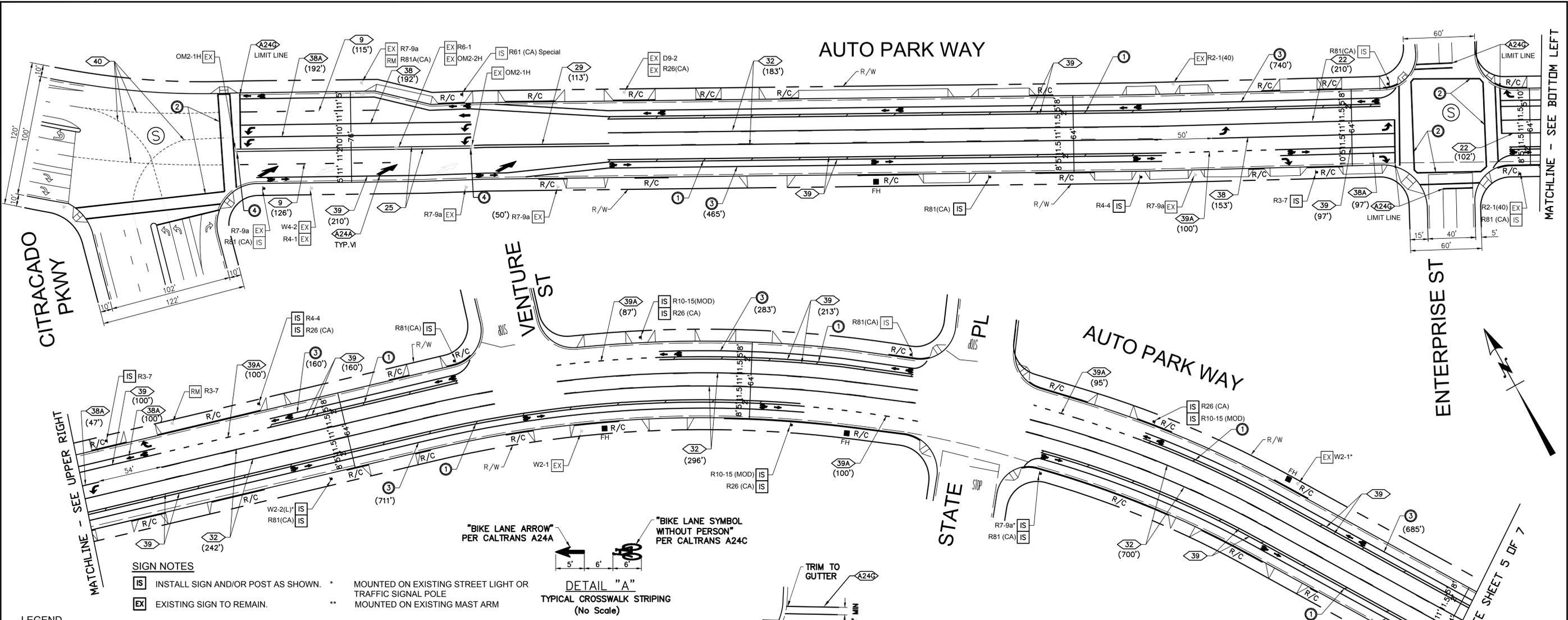
Plans Prepared	Under Supervision Of
DATE 8-27-2019	

Submitted \_\_\_\_\_ Approved \_\_\_\_\_  
By \_\_\_\_\_ By \_\_\_\_\_  
Assistant City Engineer Director of Engineering Services  
City Engineer

ENGINEERING SERVICES	
<b>SIGNING AND STRIPING PLANS</b>	
T17-0019	Sheet 3 of 7



CITY PROJECT NO.  
ENG. 15-42



**SIGN NOTES**

- IS INSTALL SIGN AND/OR POST AS SHOWN. \* MOUNTED ON EXISTING STREET LIGHT OR TRAFFIC SIGNAL POLE
- EX EXISTING SIGN TO REMAIN. \*\* MOUNTED ON EXISTING MAST ARM
- RM REMOVE EXISTING SIGN AND/OR SIGN POST SALVAGE TO CITY PUBLIC WORKS YARD.

**LEGEND**

1. = EXISTING STRIPING AND MARKINGS TO REMAIN.
2. = PROPOSED STRIPING AND MARKINGS
3. = TYPE 1 ARROW
4. = PROPOSED TYPE IV (RT/LT) PAVEMENT ARROW PER CALTRAN STD. PLAN A24A.
5. = PROPOSED PAVEMENT MARKING WORD PER CALTRANS STD. PLAN A24E.
6. = BIKE LANE MARKINGS (200' SPACING TYPICAL). SEE DETAIL A.
7. = SHARED BIKE LANE MARKING. SEE DETAIL E.
8. = PROPOSED SIGN AND POST.
9. = EXISTING SIGN AND POST.
10. = FIRE HYDRANT. INSTALL BLUE REFLECTIVE RAISED PAVEMENT MARKER PER CAMUTCD FIG 3B-102 (CA).
11. = SIGNALIZED INTERSECTION
12. = PROPOSED TYPE VI (RT/LT) PAVEMENT ARROW PER CALTRANS STD PLAN A24A
13. = REFRESH/INSTALL RED CURB AS SHOWN ON PLAN.

**STRIPING AND PAVEMENT MARKING NOTES**

- XX PROPOSED STRIPING DETAIL NUMBER PER CALTRANS STANDARD PLANS, 2018 EDITION.
- 1 INSTALL 6" WHITE 45° CROSSHATCH @ 40' SPACING PER DETAIL "B"
- 2 INSTALL 12" WHITE THERMO PLASTIC (BASIC) PER DETAIL "C"
- 3 INSTALL 4" WHITE LINE
- 4 INSTALL TYPE H PAVEMENT MARKERS AND PAINT MEDIAN NOSE YELLOW AND TYPE Q (CA) OBJECT MARKER (TYPE 1). SEE DETAIL D.

**DECLARATION OF RESPONSIBLE CHARGE**

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

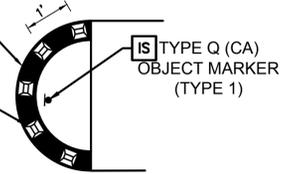
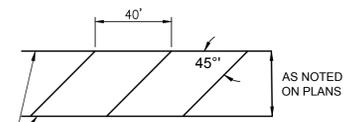
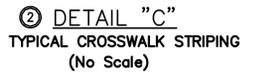
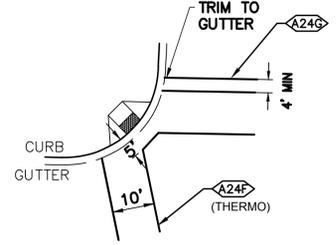
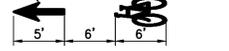
I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF ESCONDIDO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

**ENGINEER OF WORK**

*Charles M. Schwinger*  
 CHARLES SCHWINGER C 82908 DATE 8-27-2019

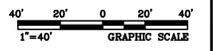
"BIKE LANE ARROW"  
 PER CALTRANS A24A

"BIKE LANE SYMBOL WITHOUT PERSON"  
 PER CALTRANS A24C



**SIGNS THIS SHEET**

- N-1 (CA) [Sign]
- R2-1 [Sign]
- R3-7 [Sign]
- R6-1 [Sign]
- R7-9a [Sign]
- R10-15 (MOD) 35" X 30" [Sign]
- R81 (CA) [Sign]
- R26 (CA) [Sign]
- W2-2(L) [Sign]
- W2-1 [Sign]
- W4-2 [Sign]
- R4-4 [Sign]
- R81 (CA) Special 72" X 30" [Sign]



5095 Murphy Canyon Rd. Suite 330  
 San Diego, California 92123  
 Tel: (619) 683-2933 Fax: (619) 683-7962

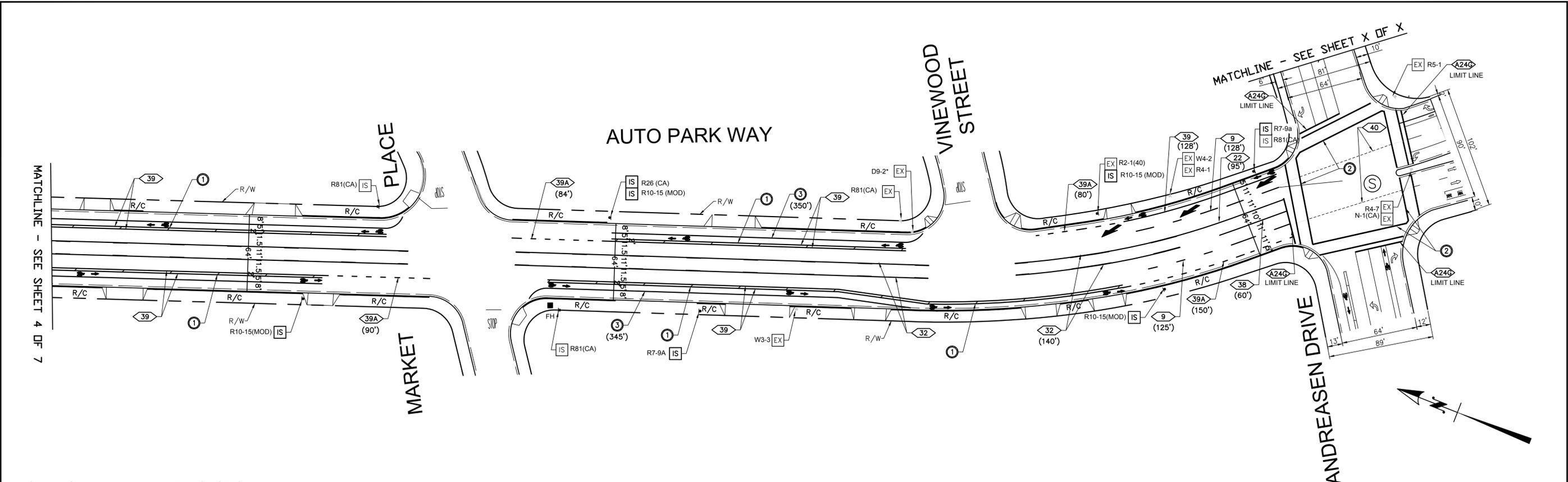
Reviewed \_\_\_\_\_  
 By \_\_\_\_\_  
 Associate Traffic Engineer

Submitted \_\_\_\_\_  
 By \_\_\_\_\_  
 Assistant City Engineer

Approved \_\_\_\_\_  
 By \_\_\_\_\_  
 Director of Engineering Services  
 City Engineer

CITY PROJECT NO.  
 ENG. 15-42

CONSTRUCTION RECORD	REFERENCES	Date	By	REVISIONS	App'd	Date	BENCH MARK	SCALE	Office	Designed By	Drawn By	Checked By	Submitted	Approved	ENGINEERING SERVICES
Contractor _____							BENCHMARK: THE BENCHMARK USED FOR THIS SURVEY IS THE CITY OF ESCONDIDO GPS CONTROL MONUMENT NO. 22 AS SHOWN ON RECORD OF SURVEY NO. 14236, ELEVATION: 652.56' FEET, NGVD 1929	Horizontal	Filmed _____	RG/ET _____	RG/ET _____	CMS _____	By _____	By _____	SIGNING AND STRIPING PLANS
Inspector _____								Vertical	Traffic _____	CHARLES SCHWINGER	P.E. No. C 82908				
Date Completed _____															



- STRIPING AND PAVEMENT MARKING NOTES**
- XX PROPOSED STRIPING DETAIL NUMBER PER CALTRANS STANDARD PLANS, 2018 EDITION.
  - 1 INSTALL 6" WHITE 45° CROSSHATCH @ 40' SPACING PER DETAIL "B"
  - 2 INSTALL 12" WHITE THERMO PLASTIC (BASIC) PER DETAIL "C"
  - 3 INSTALL 4" WHITE LINE
  - 4 INSTALL TYPE H PAVEMENT MARKERS AND PAINT MEDIAN NOSE YELLOW AND TYPE Q (CA) OBJECT MARKER (TYPE 1). SEE DETAIL D.

- LEGEND**
- 1. = EXISTING STRIPING AND MARKINGS TO REMAIN.
  - = PROPOSED STRIPING AND MARKINGS
  - = TYPE 1 ARROW
  - 2. = PROPOSED TYPE IV (RT/LT) PAVEMENT ARROW PER CALTRANS STD. PLAN A24A.
  - 3. = PROPOSED PAVEMENT MARKING WORD PER CALTRANS STD. PLAN A24E.
  - 4. = BIKE LANE MARKINGS (200' SPACING TYPICAL). SEE DETAIL A.
  - = SHARED BIKE LANE MARKING. SEE DETAIL E.
  - 5. = PROPOSED SIGN AND POST.
  - = EXISTING SIGN AND POST.
  - 6. = FIRE HYDRANT. INSTALL BLUE REFLECTIVE RAISED PAVEMENT MARKER PER CAMUTCD FIG 3B-102 (CA).
  - 7. = SIGNALIZED INTERSECTION
  - 8. = PROPOSED TYPE VI (RT/LT) PAVEMENT ARROW PER CALTRANS STD PLAN A24A
  - 9. = REFRESH/INSTALL RED CURB AS SHOWN ON PLAN.

**DECLARATION OF RESPONSIBLE CHARGE**

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF ESCONDIDO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

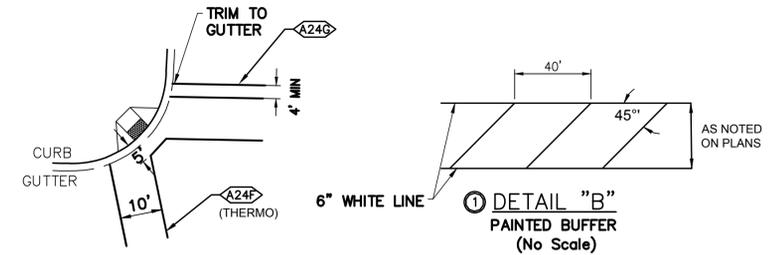
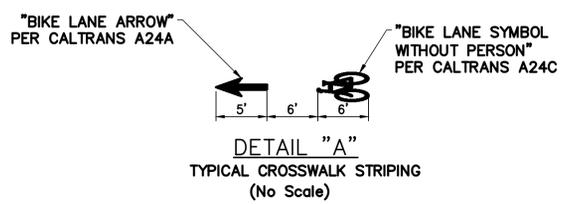
**ENGINEER OF WORK**

*Charles M. Schwinger*

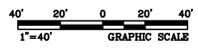
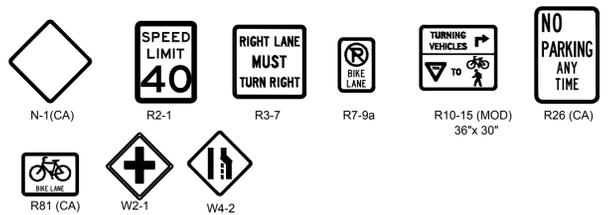
CHARLES SCHWINGER C 82908 DATE 8-27-2019

- INSTALL SIGN AND/OR POST AS SHOWN.
- EXISTING SIGN TO REMAIN.
- REMOVE EXISTING SIGN AND/OR SIGN POST SALVAGE TO CITY PUBLIC WORKS YARD.

- \* MOUNTED ON EXISTING STREET LIGHT OR TRAFFIC SIGNAL POLE
- \*\* MOUNTED ON EXISTING MAST ARM



**SIGNS THIS SHEET**



CITY PROJECT NO.  
ENG. 15-42

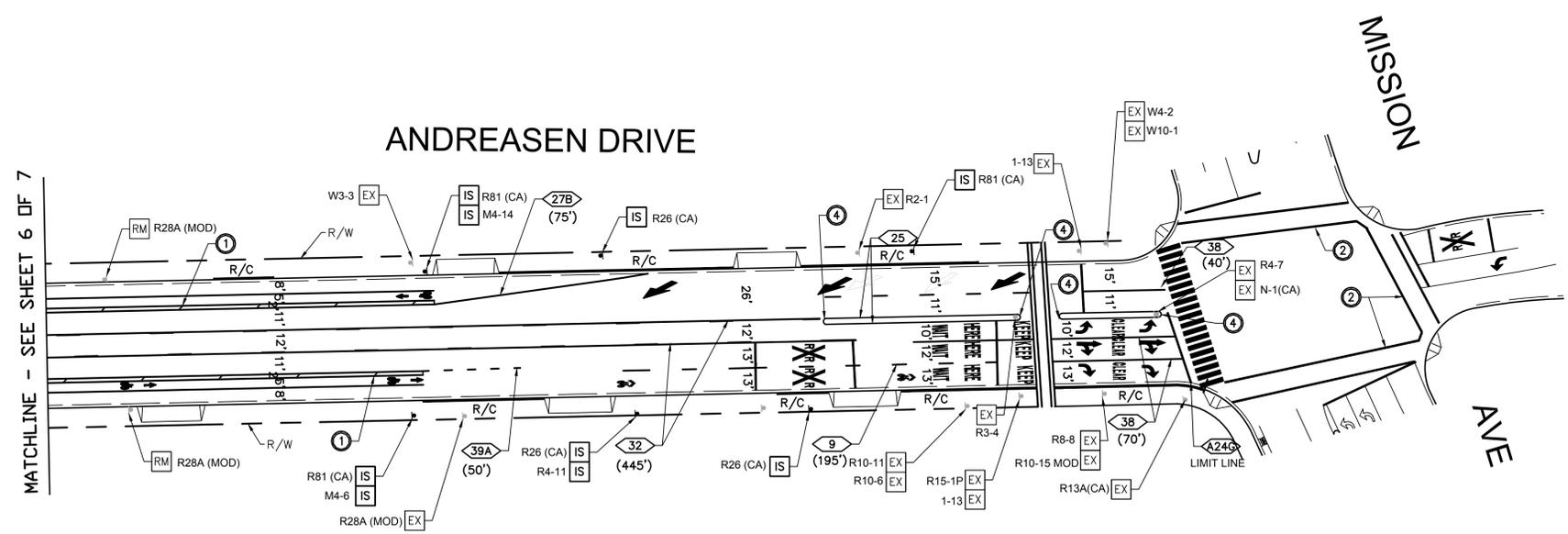


5095 Murphy Canyon Rd. Suite 330  
San Diego, California 92123  
Tel: (619) 683-2933 Fax: (619) 683-7962

Reviewed \_\_\_\_\_  
By \_\_\_\_\_  
Associate Traffic Engineer

CONSTRUCTION RECORD	REFERENCES	Date	By	REVISIONS	App'd	Date	BENCH MARK	SCALE	Office	Designed By	Drawn By	Checked By	Submitted	Approved	ENGINEERING SERVICES
Contractor _____							BENCHMARK: THE BENCHMARK USED FOR THIS SURVEY IS THE CITY OF ESCONDIDO GPS CONTROL MONUMENT NO. 22 AS SHOWN ON RECORD OF SURVEY NO. 14236. ELEVATION: 652.56' FEET, NGVD 1929	Horizontal		RG/ET	RG/ET	CMS	By _____	By _____	T17-0019 Sheet 5 of 7
Inspector _____								Vertical		Planned Under Supervision Of			Assistant City Engineer	Director of Engineering Services	
Date Completed _____								Traffic	CHARLES SCHWINGER	P.E. No. C 82908			City Engineer		





**STRIPING AND PAVEMENT MARKING NOTES**

- ◀ XX ▶ PROPOSED STRIPING DETAIL NUMBER PER CALTRANS STANDARD PLANS, 2018 EDITION.
- ① INSTALL 6" WHITE 45° CROSSHATCH @ 40' SPACING PER DETAIL "B"
- ② INSTALL 12" WHITE THERMO PLASTIC (BASIC) PER DETAIL "C"
- ③ INSTALL 4" WHITE LINE
- ④ INSTALL TYPE H PAVEMENT MARKERS AND PAINT MEDIAN NOSE YELLOW AND TYPE Q (CA) OBJECT MARKER (TYPE 1). SEE DETAIL D.

**LEGEND**

- 1. = EXISTING STRIPING AND MARKINGS TO REMAIN.
- 2. = PROPOSED STRIPING AND MARKINGS
- 3. = TYPE 1 ARROW
- 4. = PROPOSED TYPE IV (RT/LT) PAVEMENT ARROW PER CALTRAN STD. PLAN A24A.
- 5. = PROPOSED PAVEMENT MARKING WORD PER CALTRANS STD. PLAN A24E.
- 6. = BIKE LANE MARKINGS (200' SPACING TYPICAL). SEE DETAIL A.
- 7. = SHARED BIKE LANE MARKING. SEE DETAIL E.
- 8. = PROPOSED SIGN AND POST.
- 9. = EXISTING SIGN AND POST.
- 10. = FIRE HYDRANT. INSTALL BLUE REFLECTIVE RAISED PAVEMENT MARKER PER CAMUTCD FIG 3B-102 (CA).
- 11. = SIGNALIZED INTERSECTION
- 12. = PROPOSED TYPE VI (RT/LT) PAVEMENT ARROW PER CALTRANS STD PLAN A24A
- 13. = REFRESH/INSTALL RED CURB AS SHOWN ON PLAN.
- 14. = PROPOSED GRADE CROSSING PAVEMENT MARKING

14. = PROPOSED GRADE CROSSING PAVEMENT MARKING

**DECLARATION OF RESPONSIBLE CHARGE**

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

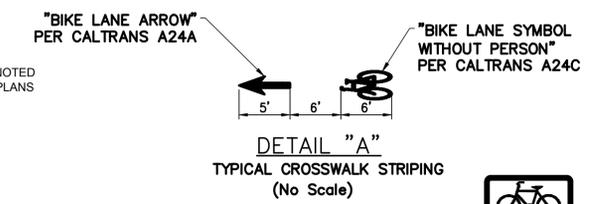
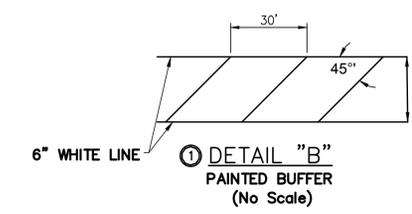
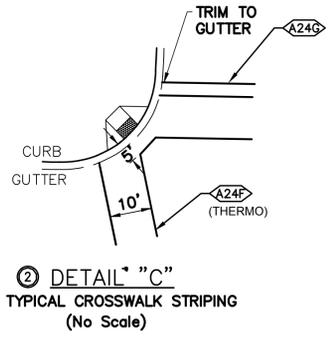
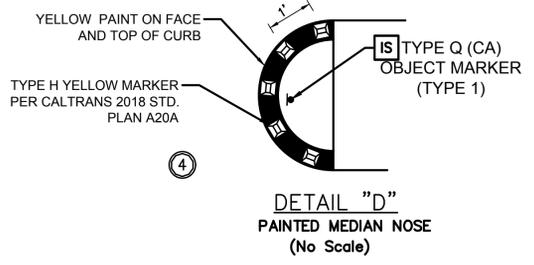
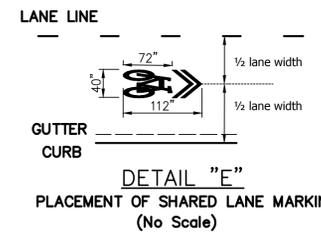
I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF ESCONDIDO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

**ENGINEER OF WORK**

*Charles M. Schwinger*  
CHARLES SCHWINGER C 82908 DATE: 8-27-2019

**SIGN NOTES**

- IS INSTALL SIGN AND/OR POST AS SHOWN.
- EX EXISTING SIGN TO REMAIN.
- RM REMOVE EXISTING SIGN AND/OR SIGN POST SALVAGE TO CITY PUBLIC WORKS YARD.
- \* MOUNTED ON EXISTING STREET LIGHT OR TRAFFIC SIGNAL POLE
- \*\* MOUNTED ON EXISTING MAST ARM



**SIGNS THIS SHEET**

CONSTRUCTION RECORD	REFERENCES	Date	By	REVISIONS	App'd	Date	BENCH MARK	SCALE	Office	Designed By	Drawn By	Checked By	Submitted	Approved	ENGINEERING SERVICES	CITY PROJECT NO.
Contractor							BENCHMARK: THE BENCHMARK USED FOR THIS SURVEY IS THE CITY OF ESCONDIDO GPS CONTROL MONUMENT NO. 22 AS SHOWN ON RECORD OF SURVEY NO. 14236, ELEVATION: 652.56' FEET, NGVD 1929	Horizontal	Filmed	RG/ET	RG/ET	CMS	By _____	By _____	SIGNING AND STRIPING PLANS	T17-0019
Inspector								Vertical	Traffic	CHARLES SCHWINGER	P.E. No. C 82908	Associate Traffic Engineer	By _____	By _____		
Date Completed													Assistant City Engineer	Director of Engineering Services		Sheet 7 of 7

**ATTACHMENT C**

**Street List Stripings and Markings**

INTENTIONALLY LEFT BLANK



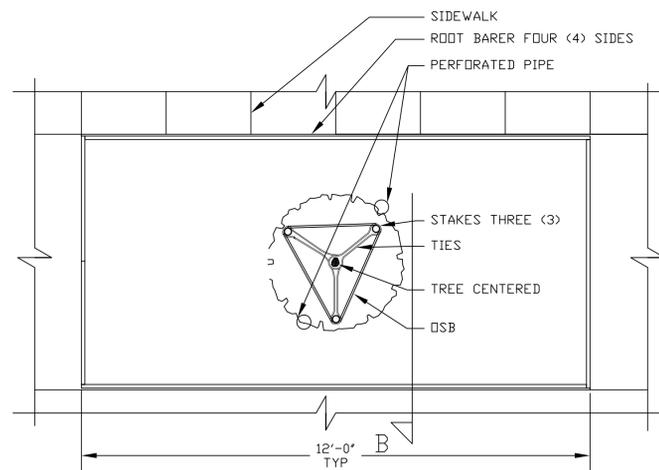




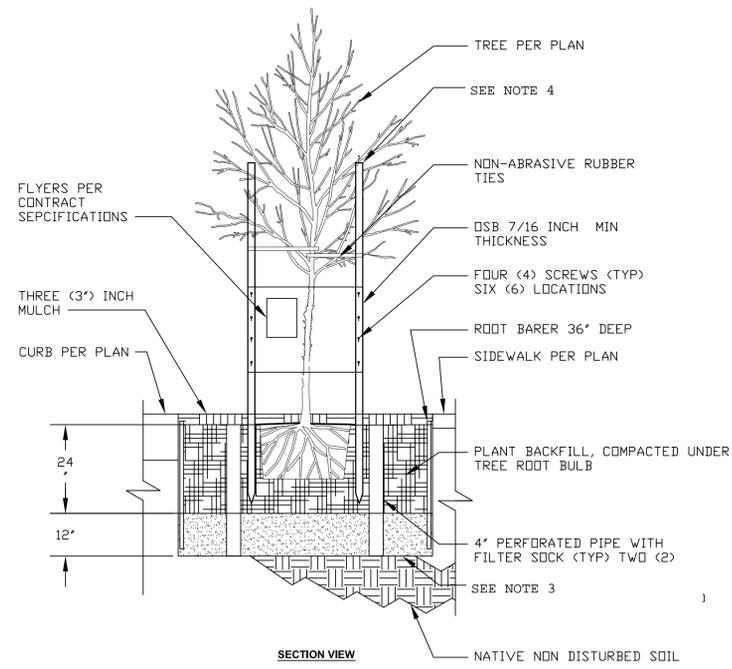
**ATTACHMENT D**

**Project Details**

INTENTIONALLY LEFT BLANK

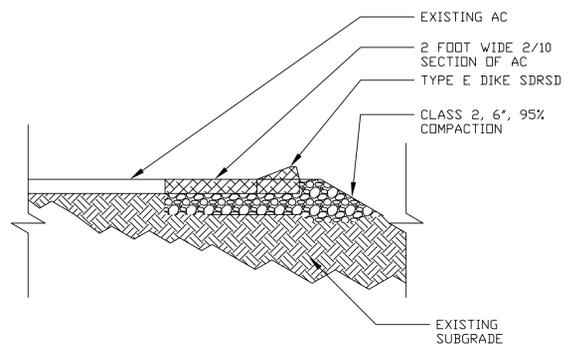


2 TREE  
D-001

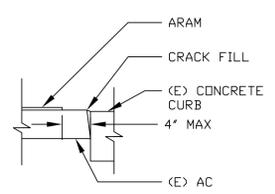


TREE SECTION B

- TREE NOTES:**
1. REMOVE NURSERY STAKE AND POT BEFORE PLANTING.
  2. ALL TREES SHALL BE INSPECTED AND APPROVED BY THE CITY BEFORE PLANTING.
  3. CONTRACTOR TO REMOVE NATIVE SOIL, AND REPLACE IT WITH A 50% NATIVE SOIL, 25% SE 30 SAND, 25% 3/4 INCH GRAVEL MIX, COMPACTED TO PREVENT TREE ROOT BULB SETTLEMENT.
  4. INSTALL THREE (3), THREE INCH (3") LODGE POLE STAKES TWO INCHES (2") AWAY FROM THE EDGE OF THE ROOT BALL.
  5. CONTRACTOR SHALL POST FLYERS ON EACH FACE OF ORIENTED STRAND BOARD (OSB) CONTAINING THE NOTIFICATION INFORMATION SPECIFIED IN TECHNICAL PROVISION, ITEM 33, STREET TREES, UNLESS OTHERWISE SPECIFIED.
  6. THE BASE OF THE TREE SHALL BE INSTALLED TWO INCHES ABOVE THE ADJACENT GROUND.
  7. OSB SHALL BE FRAMED AROUND THE THREE STAKES AS SHOWN TO PROVIDE ADDITIONAL SUPPORT. CONTRACTOR TO DETERMINE, PROVIDE, AND INSTALL HARDWARE FOR A COMPLETE INSTALLATION.
  8. COMPACTION WITHIN ROOT BARRIER AREAS OF TREE SHALL BE ADEQUATE TO PREVENT SETTLING OF THE TREE ROOT BULB AND MEET ROOT BARRIER MANUFACTURER INSTALLATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED. REMAINING PARKWAY AREAS SHALL BE 90 PERCENT COMPACTION, AND SCARIFIED IN THE TOP SIX INCHES IF BEING REPLANTED.
  9. IF EXISTING IRRIGATION IS AVAILABLE WITHIN THE PARKWAY OR ADJOINING PRIVATE PROPERTY, CONTRACTOR SHALL CONNECT A DRIP LINE AND NOZZLE TO THE CLOSEST LATERAL.



5 EDGE DETAIL  
D-001

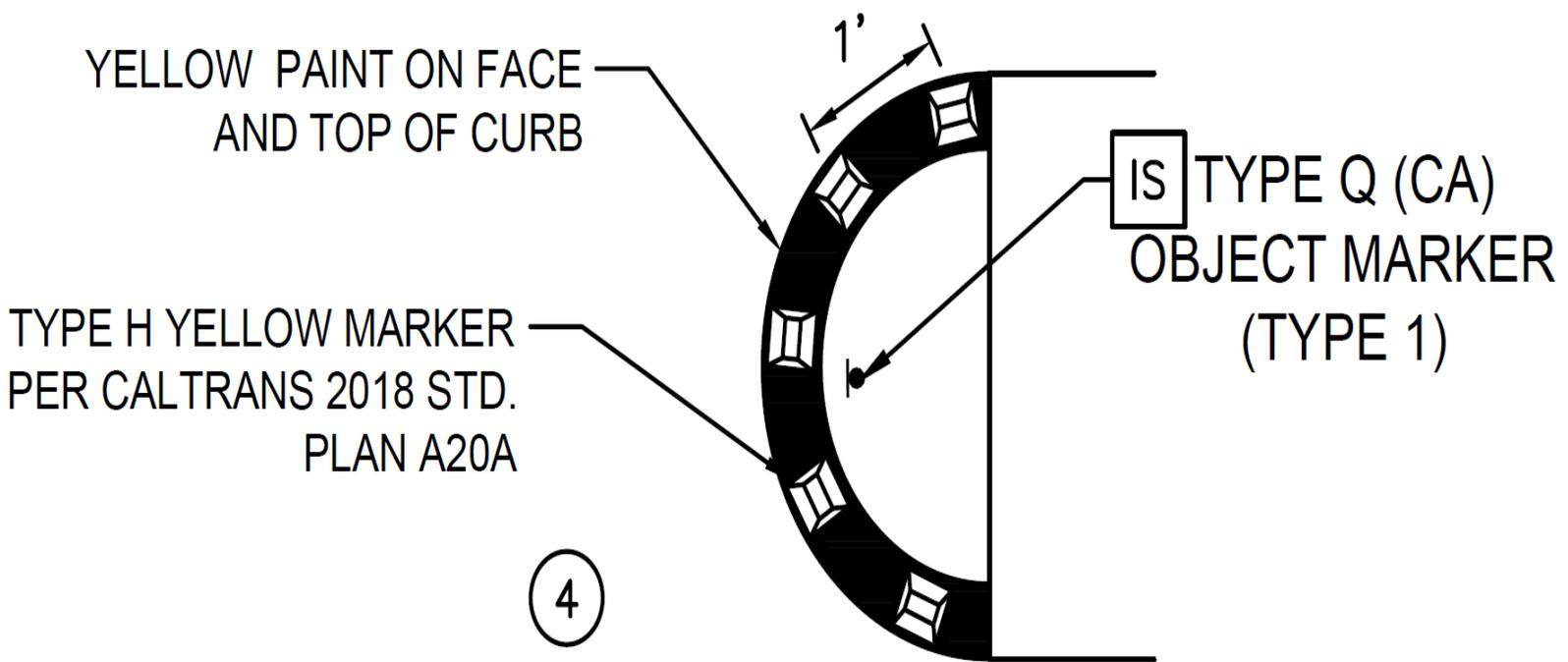


6 ARAM EDGE DETAIL  
D-001



City Project No.

CONSTRUCTION RECORD		REFERENCES	Date	By	REVISIONS	App'd	Date	SCALE	Office	Designed By	Drawn By	Checked By	CITY OF ESCONDIDO DEPT. OF PUBLIC WORKS 2019 STREET MAINTENANCE PROJECT	Drawing No.
Contractor								Horizontal	Filmed	CDK	CDK			D-001
Inspector								Vertical	Traffic					SHEET 1 OF 1
Date Completed								NONE						



DETAIL 3 - PAINTED MEDIAN NOSE  
N.T.S.

**ATTACHMENT E**

**Project Information Sign**

INTENTIONALLY LEFT BLANK

# **SANDAG** Active Transportation (Horizontal)

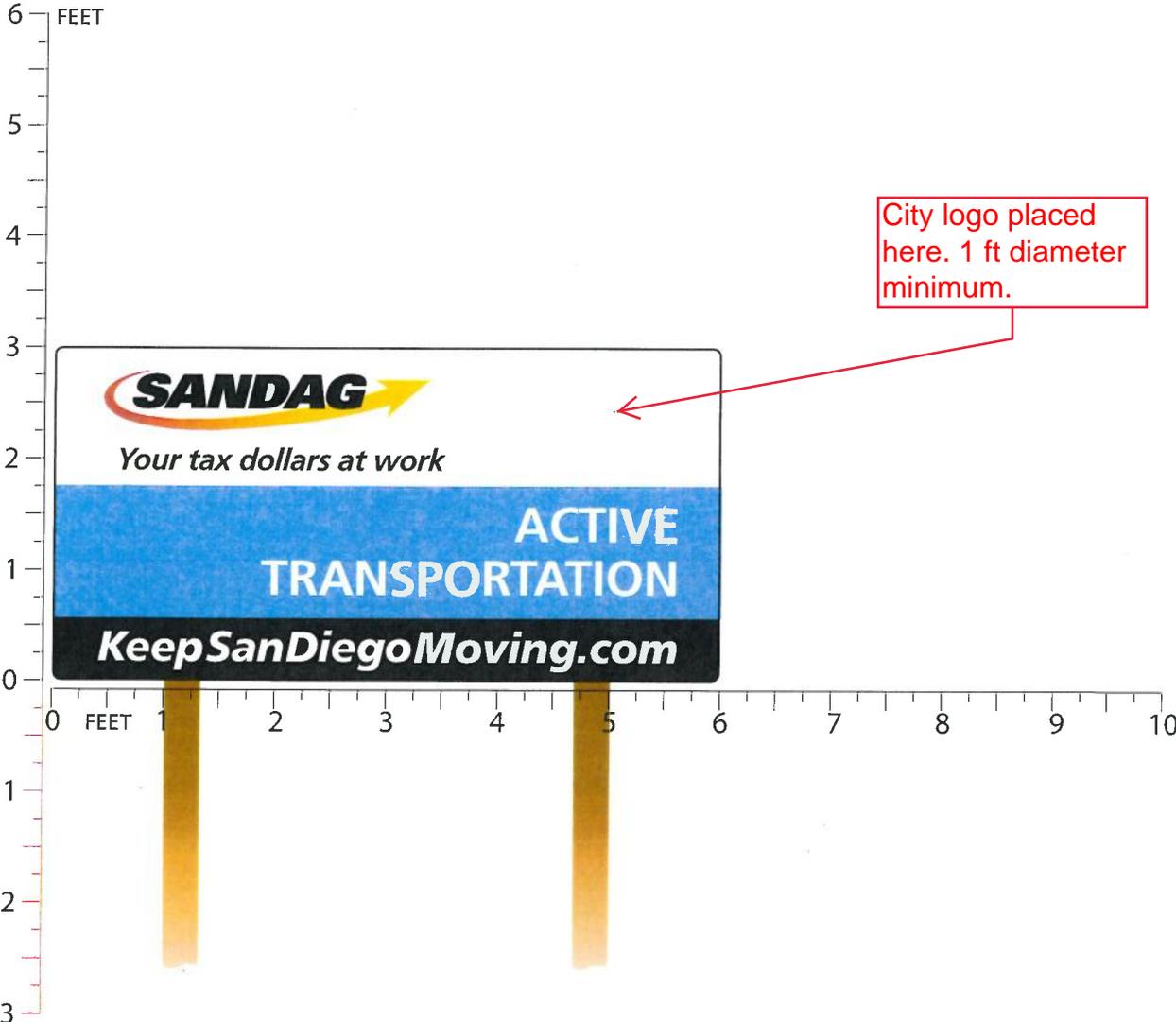
**Sign Dimensions:**

72" W x 36" H - (6.0' W x 3.0' H)

**Construction Details:**

- 0.063" Anodized Aluminum Panels
- Avery-Dennison T-6500 High Intensity Series Prismatic Reflective Sheeting (3M Type IV), or equivalent
- Avery-Dennison T-9500 OmniView Series Premium Prismatic Grade Reflective Sheeting (3M Type IX Diamond Grade VIP), or equivalent - To be used for *KeepSanDiegoMoving* URL area ONLY
- Avery-Dennison OL-1000 Premium Anti-Graffiti Overlay Film, or equivalent
- UV Inks to be used without exception

**NOTE: Sign production contingent on approval of full scale proof using actual materials by Keith Kanzel.**



# **SANDAG** Signage Basics

## Signage Construction Material Details

- 0.063" Anodized Aluminum Panels
- Avery-Dennison T-6500 High Intensity Series Prismatic Reflective Sheeting (3M Type IV), or equivalent
- Avery-Dennison T-9500 OmniView Series Premium Prismatic Grade Reflective Sheeting (3M Type IX Diamond Grade VIP), or equivalent - To be used for *KeepSanDiegoMoving* URL area ONLY
- Avery-Dennison OL-1000 Premium Anti-Graffiti Overlay Film, or equivalent
- UV Inks to be used without exception

**NOTE: Sign production contingent on approval of full scale proof using actual materials by Keith Kanzel.**

## Color Palette



Pantone Matching System:  
PMS 186 – Red

CMYK:  
C = 11.88%  
M = 100.00%  
Y = 91.92%  
K = 2.83%

RGB:  
R = 177  
G = 19  
B = 47



Pantone Matching System:  
PMS 116 – Yellow

CMYK:  
C = 0%  
M = 18.39%  
Y = 100%  
K = 0%

RGB:  
R = 245  
G = 205  
B = 33



Pantone Matching System:  
PMS 285 – Blue

CMYK:  
C = 90.75%  
M = 52.67%  
Y = 0%  
K = 0%

RGB:  
R = 41  
G = 112  
B = 202



Pantone Matching System:  
PMS Black

CMYK:  
C = 130%  
M = 30%  
Y = 40%  
K = 100%

RGB:  
R = 0  
G = 0  
B = 0



Pantone Matching System:  
PMS 186 – Red  
to  
PMS 116 – Yellow

(Red to Yellow  
Gradient Used in  
SANDAG Logo)

**ATTACHMENT F**

**Sample Construction Schedule**

INTENTIONALLY LEFT BLANK



**ATTACHMENT G**

**Street Tree Removal and Replacement List**

INTENTIONALLY LEFT BLANK

Tree Type	Location	Size
Liquid Amber	W. 11th Avenue e/o Fun Ln	Large
Liquid Amber	W. 11th Avenue e/o Fun Ln	Large
Palm	2062 Arboles Pl frontage	Medium
Palm	2062 Arboles Pl frontage	Medium
Palm	2062 Arboles Pl frontage	Medium
Tree	1640 Cambria Pl	Large
Tree	1144 Catspaw Pl	Medium
Peppertree	Chablis Ct at Andreasen Dr.	Large
Peppertree	Chablis Ct	Large
Peppertree	Chablis Ct	Large
Liquid Amber	Citracado Pkwy e/o Scenic Train Way	Medium
Tree	Citracado Pkwy w/o Mesa Grande Rd	Large
Tree	Claudan Rd at 2010 Hallmark	Large
Tree	2221 Cortina Circle	Large
Eucalyptus	2237 Cortina Circle	Large
Eucalyptus	Across from 2239 Cortina Circle	Large
Eucalyptus	2243 Cortina Cr	Medium
Eucalyptus	2301 Cortina Circle, near ATT 2315 cable box	Medium
Pine	1971 Don Lee Pl	Large
Pine	1971 Don Lee Pl	Large
Pine	1971 Don Lee Pl	Medium
Pine	1971 Don Lee Pl	Small
Pine	1971 Don Lee Pl	Large
Pine	1971 Don Lee Pl	Small
Pine	1971 Don Lee Pl	Large
Pine	1971 Don Lee Pl	Large
Tree	Dexter Pl across from Derrick Way	Large
Pine	Eucalyptus East of Glade Pl	Large
Tree	1850 Fleetwood Street	Large
Tree	2005 Fleetwood St	Large
Tree	1768 Mountain Hills Pl (at driveway)	Large
Tree	Gamble Ln e/o Scenic Trail Way (1st tree)	Large
Tree	Gamble Ln e/o Scenic Trail Way (3rd tree)	Large
Tree	1125 Gaucho Pl	Medium
Tree	1125 Gaucho Pl	Medium
Tree	1125 Gaucho Pl	Medium
Eucalyptus	Hale across from Navajo Pl	Medium
Eucalyptus	Hale across from Navajo Pl	Large
Eucalyptus	Hale across from Navajo Pl	Small
Eucalyptus	Hale across from Navajo Pl	Medium
Eucalyptus	Hale across from Navajo Pl	Large
Eucalyptus	Hale across from Navajo Pl	Large
Eucalyptus	Hale across from Navajo Pl	Large
Eucalyptus	Hale across from Navajo Pl	Large
Eucalyptus	Hale across from Navajo Pl	Large
Eucalyptus	Hale across from Navajo Pl	Large
Eucalyptus	Hale across from Navajo Pl	Medium
Eucalyptus	Hale across from Navajo Pl	Medium

Tree	Hamilton Lane e/o Acker Way	Large
Tree	Hamilton Lane e/o Acker Way	Large
Liquid Amber	1925 Ladero Pl	Large
Liquid Amber	1710 Macero St	Medium
Liquid Amber	1710 Macero St	Large
Liquid Amber	147 Vinewood	Large
Tree	251 Vinewood St	Large
Tree	324 Vinewood St	Large
Tree	130 Market Pl	Large
Tree	325 Market Pl	Large
Eucalyptus	320 Market Place	Large
Eucalyptus	2213 Meyers Avenue	Large
Eucalyptus	2213 Meyers Avenue	Large
Eucalyptus	2213 Meyers Avenue	Large
Eucalyptus	2213 Meyers Avenue	Large
Eucalyptus	2213 Meyers Avenue	Large
Tree	2235 Micro Pl	Small
Tree	1768 Mountain Hills Pl	Large
Liquid Amber	1411 Red Bark Rd	Medium
Eucalyptus	State Place at Auto Park Way (at driveway)	Large
Eucalyptus	118 State Place	Large
Eucalyptus	118 State Place	Large
Eucalyptus	118 State Place	Large
Eucalyptus	118 State Place	Large
Tree	440 State Place	Large
Pine	1608 Towell Lane	Large
Tree	1614 Towell Ln	Large
Eucalyptus	1451 Ventana Dr	Large
Eucalyptus	1520 Ventana Dr	Medium
Eucalyptus	1520 Ventana Dr	Large
Eucalyptus	620 Venture Street	Large
Palm	1971 Vermel Ave	Large
tree	1971 Vermel Ave	Large
Pine	2031 Vermel Ave	Large
Palm tree	1709 Warpaint Pl	Large
Tree	1709 Warpaint Pl	Medium
Tree	Windsor Pl (south side)	Large
Eucalyptus	622 S Winewood St	Large
Eucalyptus	Across from 1545 Winsome Drive	Large
Eucalyptus	Across from 1607 Winsome Drive	Large
Tree	2110 Yankee Court	Medium
Tree	2142 Yankee Court	Medium
<b>Root Barriers</b>		
Eucalyptus	1654 Cambria Pl	root barrier
Eucalyptus	1663 Cambria Pl	root barrier
Rusty Leaf Fig Tree	Gamble Ln at Mountain Valley Ln	root barrier
Rusty Leaf Fig Tree	Gamble Ln at Mountain Valley Ln	root barrier
Rusty Leaf Fig Tree	Gamble Ln at Mountain Valley Ln	root barrier

Rusty Leaf Fig Tree	Gamble Ln at Mountain Valley Ln	root barrier
Rusty Leaf Fig Tree	Gamble Ln at Mountain Valley Ln	root barrier
Rusty Leaf Fig Tree	Gamble Ln at Mountain Valley Ln	root barrier
Rusty Leaf Fig Tree	Gamble Ln at Mountain Valley Ln	root barrier
Tree	1133 Pasdero Dr	root barrier
Tree	1301 Simpson Way	root barrier
	Small	4
	Medium	21
	Large	65
	Total Trees to be Removed	<b>90</b>
	Total Root Barriers to be Installed	<b>11</b>

**Additive Alternate - 2019 Street Tree Removal/Root Barrier Locations**

Tree Type	Location	Size
Tree	Avenida Del Diablo e/o Citracado Pkwy*	Large
Tree	Avenida Del Diablo w/o Hale Avenue*	Medium
Tree	Howard Avenue along frontage of Moonglo MHP*	Large
Tree	Howard Avenue along frontage of Moonglo MHP*	Large
Tree	Howard Avenue along frontage of Moonglo MHP*	Large

Root Barriers		
Tree	Avenida Del Diablo e/o Citracado Pkwy*	root barrier

\* If Awarded

	Small	0
	Medium	1
	Large	4
	Additive Alternate Street List - Total Trees to be Removed	<b>5</b>
	Additive Alternate Street List - Total Root Barriers to be Installed	<b>1</b>

**ATTACHMENT H**

**Video Detection Components**

INTENTIONALLY LEFT BLANK

# Video Detection locations

				Camera Systems	Monitors	Risers
	*Auto Park Way	&	Andreasen Dr.	n/b		
				s/b	1	1
				e/b		
				w/b		
	*Auto Park Way	&	Citracado Parkway	n/b	1	1
				s/b		
				e/b		
				w/b		
				n/b		
				s/b		
				e/b		
				w/b		
				n/b		
				s/b		
				e/b		
				w/b		
				n/b		
				s/b		
				e/b		
				w/b		
<b>Totals:</b>				<b>2</b>	<b>1</b>	<b>2</b>
			Camera Systems	<b>2</b>		
			Monitors		<b>1</b>	
			Risers			<b>2</b>

Note(s):  
\*Only if Additive  
Alternate B is awarded.

**ATTACHMENT I**

**Aramid Fiber Specification**

INTENTIONALLY LEFT BLANK

**ADD 203-6.3.4 & 203-6.4.4 FIBER REINFORCEMENT FOR HMA**

**Description.**

Furnish all materials, equipment, labor, and incidentals for mixing Aramid, or approved equal fiber into the specified and approved HMA per this specification. Approved fibers shall be treated to prevent them from becoming airborne during the mixing process, and the treatment must become soluble in the asphalt. Treated fiber shall be continuously fed and mixed into HMA per dosage and mixing requirements of this specification. A certified QA/QC mixing technician shall perform continuous feeding of the treated fibers into the asphalt during plant mixing operations for all of the fiber reinforced HMA quantities required for the project, and a P.E. stamped certification report must be submitted upon project completion.

**Definitions.**

- a. "HMA" is hot mix asphalt, without aramid fiber.
- b. "Fiber Reinforced HMA" is hot mix asphalt including Aramid or approved equal fibers.
- c. "Aramid fiber" is pure aramid fiber meeting the material properties of this specification, without additive materials. An approved equal would also need to meet the requirements of this specification. The Contractor is referred to the table below and information included herein.
- d. "Treatment" is the binder material used to facilitate the proper amount of the approved fiber into the HMA so that the fiber does not become airborne.
- e. "Dosage rate" is the minimum weight of treated fiber per ton of asphalt that is to be continuously fed into HMA.
- f. "Continuous feeding" is metering and delivering in a constant stream-like manner the dosage rate of treated fiber into the HMA during the asphalt mixing process at the plant.
- g. "Manufacturer" is the company that produces the approved fiber from raw materials.
- h. "Supplier" is the company that offers an approved fiber product.

**Materials.**

Meet the following Fiber and Treatment material properties.

<b><u>Fiber Properties</u></b>	<b><u>Measure</u></b>
Material	Para-Aramid Fiber or approved equal (50-52% by weight)
Form	Filament Yarn
Tensile Strength	> 2.758 (GPa)
Elongation at Break	< 4.4 (%)
Modulus	> 95 (GPa)
Specific Gravity	1.44-1.45 (g/cm <sup>3</sup> )
Decomposition Temperature	> 800 (°F)

<b><u>Treatment Properties</u></b>	<b><u>Measure</u></b>
Treatment Type	Sasobit® Wax (48-50% by weight)
Treatment Melting Temperature	> 175 (°F)

<u>Short Cut Fiber Bundles</u>	<u>Measure</u>
Length	0.75 +/-0.05 (inch)
Appearance/Handling	Free Flowing Coated Fiber Bundles (visual)

**Submittals.**

Provide the following from the product supplier at least two weeks prior to asphalt production.

1. Identify the mixing plant and type (Batch or Continuous Drum).
2. Material data sheet for the treated fiber describing fiber and treatment properties, including the type, weight, and flash point of treatment material.
3. A certified QA/QC mixing plan including procedures for continuously feeding the approved fiber into the asphalt. The fiber supplier shall approve the QA/QC mixing plan and provide certification of the QA/QC mixing technician at the asphalt mixing plant who is responsible for continuous feeding of the fiber into the HMA. The continuous feeding can be accomplished by using either manual or machine operated equipment for the entire fiber mixing process.

**Job Mix Formula.**

When treated fiber is required as a mixture ingredient, modification to the job mix formula is not required.

**Storage Requirements.**

Store treated fiber product in a dry environment and do not allow it to be in contact with moisture.

**Dosage & Mixing Requirements.**

The fiber dosage rate is 2.1 ounces (+/- 5%) per ton of HMA, unless otherwise recommended by the manufacturer. This does not include the treatment weight. For uniform disbursement, treated fiber shall be metered and continuously fed in a constant stream-like manner. It shall be mixed with the heated aggregates before injection of the liquid asphalt during the asphalt mixing process at the Batch or Continuous Drum Plant per below.

1. Batch Plant

Feed treated fiber manually, or with machine operated equipment, onto RAP or aggregate belts, or directly into the pug mill or weigh hopper. Standard project HMA batch mixing times apply. Metering shall be based on batch size (tons) and dosage rate (oz/ton). Feeding shall occur in a constant stream-like manner during the heated aggregate mixing batch time. If necessary, increase the mixing time with heated aggregates to ensure the aramid fibers are uniformly distributed.

2. Continuous Drum Plant

Feed treated fiber manually, or with machine operated equipment, onto the RAP belt or directly into the mixing drum through the RAP Collar. Standard project HMA asphalt production rates apply. Metering shall be calibrated based on the asphalt production rate (tons/hr), and the dosage rate (oz/ton). Feeding shall occur in a constant stream-like manner. If necessary, increase the mixing time with heated aggregates to ensure the aramid fibers are uniformly distributed.

**Inspection.**

Visual inspection shall be performed during the mixing process to verify uniform distribution of approved fiber.

**Fiber Reinforced HMA Placement.**

All construction, mixture and density requirements of the asphalt as detailed in the SSPWC and these specifications shall apply.

**Acceptance.**

Acceptance of the reinforced HMA shall include the following factors:

1. The City shall receive from the contractor a Professional Engineer stamped QA/QC report which certifies that the metering and continuous feeding was performed per the dosage rate and all other requirements of this specification by a certified technician, and that visual inspection was performed during the mixing process to certify that no clumping of aramid fiber or treatment product occurred.
2. All other construction, mixture and density requirements of the asphalt as detailed in the SSPWC and these specifications shall apply.



CITY OF ESCONDIDO  
CONSULTING AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Between: CITY OF ESCONDIDO  
a Municipal Corporation  
201 N. Broadway  
Escondido, California 92025  
Attn: \_\_\_\_\_  
760-xxxx  
("CITY")

And: [Name]  
[Street address]  
[City, state, zipcode]  
[Attn: (name of contact)]  
[Insert telephone number]  
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to [insert brief description of what CONSULTANT will do here]; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

NOW, THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$\_\_\_\_\_. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.

3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. If no designation is made, then CONSULTANT may not assign services without obtaining the advance written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
  - a. The CONSULTANT shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
    - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
    - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
    - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
    - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
  - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT \_\_\_\_\_

Waiver appropriate by CITY \_\_\_\_\_

- c. Each insurance policy required above must be acceptable to the City Attorney.
    - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
    - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
    - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 11 85 edition or its equivalent for General Liability endorsements and CA 20 01 for Automobile Liability endorsements.
    - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work, including its on-going operations and products-completed operations hazard.
    - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
  - d. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of the negligence or any acts or omissions of CONSULTANT in the performance of this Agreement;
  - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
  - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.
15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on

this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

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

\_\_\_\_\_  
Jeffrey R. Epp  
City Manager

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

[CONSULTANT COMPANY NAME]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title (please print)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, City Attorney

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

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.